BID DOCUMENT

INVITATION NO.: GF-2018-D-0044

AGENCY: University of the District of Columbia

PROJECT: Indefinite Delivery/Indefinite Quantity for General Construction & Design Build

LOCATION: 4200 Connecticut Avenue, NW
Washington, DC 20008

To access our website, please go to:

- www.udc.edu
- Under "About UDC", select Administration Tab
- Under "Real Estate/Facilities Public Safety", click on Business Opportunities/Capital Procurement

UNIVERSITY OF THE DISTRICT OF COLUMBIA ***SOLICITATION, OFFER AND AWARD***	***1. Solicitation No.:*** GF-2018-D-0044	***2.Type:*** [ ] Sealed Bid (IFB) [X] Negotiated (RFP)	***3. Date Issued:*** April 11, 2018	***Page 2 of 69***

4. Contract Number	5. Requisition/Purchase Request No.	6. [ ] Open Market with set aside for SBE subcontracting (see Section M.1.6) [X] SBE Set-Aside (see Sec. B.2 & Sec. M)

7. Issued By: University of the District of Columbia Office of Strategic Sourcing & Procurement 4200 Connecticut Avenue, NW Building 39, Suite C200 Washington, DC 20008	8. Address Offer To: University of the District of Columbia Office of Strategic Sourcing & Procurement 4200 Connecticut Avenue, NW Building 39, Suite C200 Washington, DC 20008

9. For information contact:	A. Name:	B. Telephone (No collect calls)			C. E-mail Address
		(Area Code)	(Number)	(Ext)	
	Anthony Berry	202	274-6914		anthony.berry@udc.edu

IMPORTANT - The "offer" section of this form must be fully completed by offeror.

SOLICITATION

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

10. Sealed offers in "original" plus 3 copies to perform the work required will be received at the place specified in item 8, or if hand carried, to the bid counter located at address shown in item 8 until 2:00 PM local time on May 9, 2018.

11. The University requires performance of the work described in strict accordance with the following:

Description		Section	Page#
• Solicitation/Offer/Award Form	---	Section A	2
• Schedule for Construction, Alterations, Repairs, Price	---	Section B	4
• Scope/Specifications/Drawings	---	Section C	11
• Packaging and Markings	---	Section D	13
• Inspection and Acceptance	---	Section E	14
• Deliveries and Performances	---	Section F	15
• Contract Administration Data	---	Section G	17
• Special Contract Requirements	---	Section H	23
• Contract Clauses	---	Section I	30
• List of Attachments	---	Section J	48
• Certifications and Representations	---	Section K	49
• Instructions, Conditions and other Notices to Bidders	---	Section L	57
• Evaluation Preference Points	---	Section M	66
• The Standard Contract Provisions For Use With Specifications for DC Government Construction Projects dated March 2011.			

12. The Contractor shall begin performance and complete all the work within 160 calendar days from the date specified in the written

[ ] Award [X] NTP This performance period is **[X] Mandatory [ ] Negotiable**

13. The Contractor must furnish the required performance and payment bonds.
[ ] yes, within ten_calendar days after receiving the Notice of Intent to Award **[ ] no**

14. **Additional Solicitation Considerations**
A. All bids are subject to the work requirements, provisions and clauses incorporated in this solicitation in full text or by reference
B. A BID GUARANTEE [ ] is required [ ] is not required

University of the District of Columbia Capital Procurement Division

STANDARD FORM A - Dated May 2001

OFFER (Must be fully completed by offeror)		
15. Name, Company Name and Address of Offeror (with zip code)	16. Telephone No. ( )	18. Remittance Address (if different than item 15).
	17. E-mail address	

19. The offeror agrees to perform the work required at the prices specified herein and according to the BID SCHEDULE (Section B) and in strict accordance with the terms of this solicitation, if this offer is accepted by the University in writing within 90 calendar days after the date offers are due.

20. The offeror agrees to furnish any required performance and payment bonds.

21. ACKNOWLEDGEMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the solicitation (number and date each) See Section L.15

Amendment Number										
Date										

22. Name and Title of person authorized to sign offer (Type or Print)	22A. Signature	22B. Offer

AWARD (To be completed by the University)

23. Amount	24. Accounting and Appropriation data

25. PAYMENT WILL BE MADE BY:	26. Submit invoices as instructed in Section G of this solicitation (Contract Administration Data)
Office of the Chief Financial Officer 4200 Connecticut Avenue, NW, suite 200-B Washington, DC 20008 202-274-5088	

CO WILL COMPLETE ITEM 27 OR 28 AS APPLICABLE

27. [ ] NEGOTIATED AGREEMENT (The Contractor is required to sign this document and return__ copies to the issuing office). The Contractor agrees to furnish and deliver all items or perform all work requirements for the consideration stated in this contract. The rights and obligations of the parties of this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications and specifications incorporated by reference in or attached to this contract.	28. [ ] AWARD (The Contractor is not required to sign this document). Your offer on this solicitation is hereby accepted. This award consummates the contract which consists of (a) the solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
29. Name and Title of Contractor or Person Authorized to Sign (Type or Print)	30. Name of CO (Type or Print) Eddie Whitaker, Contracting Officer

29A. Signature	29B. Date	30A. Signature	30B. Date

STANDARD FORM A - Dated May 2001

PART I

SECTION B - SCHEDULE FOR CONSTRUCTION, ALTERATIONS, REPAIRS, PRICE

B.1 The University of the District of Columbia, Capital Procurement Division is issuing this Request for Proposals (RFP) to engage multiple contractors to perform as-directed construction services in the University system on an as needed basis. Given the commitment of the University for excellence, small construction projects arise on a recurring basis.

The goal of this procurement is to establish up to ten (10) multiple Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts for construction, repairs, renovations and small design-build projects. The contracts will allow the University to use this vehicle to procure or obtain a wide variety of construction services when and where required.

B.2 DESIGNATION OF SOLICITATION FOR SET-ASIDE MARKET ONLY:

This Request for Proposal (RFP) is being issued in the Set-Aside Market. Only companies that are **certified as a Small Business (SB)** by the District of Columbia Department of Small and Local Business Development (DSLBD) may participate in the procurement.

B.3 <u>Preferences for Local Business, Disadvantaged Business, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices located in an Enterprise Zone</u>

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 University shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

B.4 FORM OF CONTRACT:

B.4.1 The Form of Contract will be issued by addendum. Offerors should carefully review the Form of Contract when submitting their proposals. Offerors should note, however, that the contract will not authorize any specific work or constitute a guarantee that any work will be assigned to a contractor. To the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their proposals premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of Contract must be clearly identified and described in their proposals. A proposal that fails to specifically identify and describe the requested changes shall be deemed non-responsive.

B.4.2 The term of the ID/IQ contracts will be for a period of one (1) year with an option to extend for four (4) additional one (1) year option periods.

B.5 PROJECT DELIVERY METHOD:

B.5.1 Following the procedures in Sections G.9 and G.10, the University will issue to Contractors holding the ID/IQ contracts Request for Task Order Proposals (RFTOPs) describing the contemplated work and, after evaluating offers, the University will award the Task Orders (TOs) for the work. Contractors awarded with TOs shall perform this work in the manner and within the time specified in the individual TOs. Contractors will accomplish the work in accordance with the terms and conditions of the ID/IQ contracts and TOs.

B.5.2 A narrative scope of work will be issued up to three (3) of the ID/IQ contract holders and each of those contractors will be provided with an opportunity to walk the project with the University representatives in order to better understand and clarify the work. Drawings, specifications and any other documentation along with the applicable Davis Bacon Wage Rate will be included with each narrative scope of work. Each contractor will then be required to submit a lump sum price for the proposed work. Although the exact amount of time that contractors will have to submit cost proposals will depend on the specifics of the individual projects, the University envisions that contractors will typically be given five (5) to seven (7) business days to prepare and submit their cost proposals.

B.5.3 The University will select the contractor to be awarded each such project primarily based on price, but the University reserves the right to consider non-price factors when making such decisions and will also consider differences in scope and/or proposed finishes, equipment and materials.

B.6 CONTRACTOR'S COMPENSATION:

In general, it is contemplated that Task Orders will be priced on a lump sum basis. As such and absent specific instructions to the contrary, proposed Task Order pricing should be "all inclusive" and should include sufficient funding to cover all of the contractor's costs necessary to complete the project, including, but limited to, profit, home and field office overhead, supervision, labor, materials, equipment, bonds, insurance and such professional services as may be required to complete the design and obtain the necessary permits.

B.7 ORDERING LIMITATIONS:

B.7.1 Minimum Order: The University guarantees the minimum order for the awardees in an amount of $250.00 annually.

B.7.2 Maximum Order: The maximum order limitation for each Task Order and the total of all the Task Orders issued to a single Contractor during any one (1) contract year or option year period will not exceed $200,000.00.

B.8 PRICE SCHEDULE:

The following price schedule shall represent the Contractor's hourly rates for General Construction and Design-Build services for the base and option years. The University intends to evaluate the price based on Total Cost for the base year and option years. Offerors must submit

hourly labor rates as fully loaded rates, which include profit and all costs such as direct and indirect costs, overhead and G&A.

B.8.1 BASE YEAR

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

B.8.2 OPTION YEAR 1

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

B.8.3 OPTION YEAR 2

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

B.8.4 OPTION YEAR 3

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

B.8.5 OPTION YEAR 4

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

GRAND TOTAL (BASE YEAR + FOUR OPTION YEARS) = $_____

GRAND TOTAL WRITTEN: _____

_____

PART I

SECTION C - SCOPE/SPECIFICATIONS/DRAWINGS

C.1 INTRODUCTION:

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

C.2 SCOPE:

The selected contractors will be required to perform general construction and small design-build services on an as needed basis as requested by the University. These small construction projects may include building repairs, upgrades, and tenant-fit out improvements including, but not limited to, patching and plumbing, carpentry, masonry, window replacement, fire alarm repairs, electrical and other miscellaneous repairs as may be necessary in the University campuses. Such work shall be performed on an as needed basis.

C.3 CENTRAL OFFICE:

Each contractor will be required to maintain a central office between the hours of 7:00 a.m. to 5:00 p.m., Monday to Friday with sufficient staffing. This office will be used to manage work associated with this contract and to dispatch work crews as requested by the University. A separate office need not to be established, and it is acceptable if the contractors elect to run this project from its current office. The office should be equipped with telephone lines, a fax machine and email, and such other equipment and supplies necessary to fulfill work required under the contract.

C.4 ESTIMATES:

As projects are identified by the University, a narrative scope of work will be issued to two (2) or more of the pre-qualified contractors for pricing. In general, the University anticipates that two (2) or more selected ID/IQ contractors will visit the proposed work site with a University representative, and then submit a lump sum cost estimate for the Contractor to perform the work. These estimates shall be reviewed by the University and a Task Order shall be issued to the ID/IQ contractor that provides the best value to the University. The Contractor shall not proceed with any work unless and until such estimate is approved by the University and the Contractor is directed to begin work.

C.5 COORDINATION WITH THE UNIVERSITY:

The Contractor will be required to coordinate with the assigned Project Manager (PM) for each individual project. The work may be performed during normal business hours; however the Contractor may be required to work after hours or on weekend and holidays as to not adversely impact the work of the University employees and other contractors. The Contractor will be

required to develop work plans that are coordinated with, and acceptable to, the PM assigned to the Task Order.

C.6 PROJECT SITE SAFETY:

The Contractor will be required to ensure that its work is conducted in a safe manner and that appropriate barricades and other safety procedures are employed to ensure the safety of the University employees, students, contractors and visitors. All such barricades and safety procedures shall be subject to the approval of the University and its Project Manager.

C.7 KEY PERSONNEL:

The Offeror's personnel should have the necessary experience and licenses to perform the required work. Offerors should include within the proposal a description of the staff available to perform this work and their qualifications. At a minimum, this should include the Project Executive, the Key Project Manager who will supervise the work, and the Field Superintendent who will oversee the work in the field. The Offeror should also indicate what percentage of each such person's time will be devoted to this Project. Absent, death, disability or separation from the Offeror's employment, the Offeror will not be allowed to reassign any of the key personnel or appoint replacements, without written permission from the Contracting Officer.

C.8 LICENSING ACCREDITATION AND REGISTRATION:

The Contractor and all of its subcontractors and sub-consultants (regardless of tier) shall comply with all applicable District of Columbia, State and Federal licensing, accreditation and registration requirements and standards necessary for the performance of the contract.

PART 1

SECTION D - PACKAGING AND MARKING

D.1 MATERIAL DELIVERY, HANDLING AND STORAGE:

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

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

D.1.2.1 Minimum exposure to weather during delivery.

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

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

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

D.1.3.1 Space for storage of materials and equipment will be approved by the University's Inspector (see Section E).

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

PART 1

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION:

E.1.1 The inspection and acceptance requirements for the resultant contract will be governed by Article 11 of the General Provisions of the Standard Contract Provisions For use with Specifications for District Government Construction Projects, dated March 2011, incorporated herein as Attachment J.1.1.

E.1.2 In addition, the acceptance criteria for different parts of the work, described in other sections of this RFP and the resulting Task Order shall apply.

E.2 PARTIAL ACCEPTANCE:

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

E.2.2 Partial acceptance shall not preclude liquidated damages for failure to complete the contract within the required time limits established under TIME FOR COMPLETION for each Task Order.

E.2.3 The warranty period does not commence with partial acceptance but rather at final acceptance/completion.

E.3 FINAL INSPECTION:

E.3.1 The Contractor shall give the CA written notice at least fourteen (14) days in advance of date on which the project will be 100% complete and ready for final inspection. Prior to final inspection date, the Contractor shall verify in writing that in the Contractor's best judgment no deficiencies exist.

E.3.2 The Contractor, CA and University Inspector shall jointly prepare a Punch List of deficiencies found on final inspection that does not prevent the building or area(s) within the building from being occupied. The Contractor shall correct the deficiencies within (14) days after the building or area(s) within the building has been occupied and submit to the CA a report of the corrections as a condition of final acceptance.

PART 1

SECTION F - DELIVERIES AND PERFORMANCES

F.1 TERM OF CONTRACT:

The term of the contract shall be for a period of one (1) year from the date of award of the contract with four (4) one (1) year option periods.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT:

F.2.1 The University may extend the term of this contract for a maximum of four (4), one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the University will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the University to an extension. The Contractor may waive the thirty (30) day preliminary notice requirement by accepting the extension letter issued by the CO.

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

F.2.3 The price for the option period shall be in accordance with Section B.8 of the contract.

F.2.4 Exercising the option will be at the sole discretion of the University.

F.3 LENGTH OF CONTRACT:

The total duration of this contract including the exercise of any options under F.2 shall not exceed five (5) years.

F.4 PERIOD OF PERFORMANCE FOR TASK ORDERS (TOs):

The Contractor shall commence and complete work within the dates specified in the Task Order (TO) issued by the CO.

F.5 PROGRESS REPORTS:

The Contractor is obligated to develop and submit to the CA all required reports including progress reports, special reports, weekly and monthly reports as required by the contract. The Contractor shall keep accurate and detailed written/computerized records of progress of the project during all stages. The Contractor shall maintain frequent contacts by telephone, site visits, meetings with all parties involved in the project and submit a weekly written progress reports to the CA including but not limited to: 1) information concerning the work of the A/E's and other contractors; 2) percentage of completion; 3) number and amounts of modifications and claims; 4) analyses of the schedules, and other analyses necessary to compare actual performance with planned performance.

F.6 TYPE OF CONTRACT:

This is an ID/IQ contract with payments based on fixed price Task Orders (TO).

F.7 DELIVERABLES:

F.7.1 The Contractor shall submit to the University, as a deliverable, the report described in Section H.4 of this contract that is required by the 51% District Residents New Hires Requirement and First Source Employment Agreement for each TO that is $100,000.000 and over. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid. (Refer to Section H.4)

F.7.2 In performing a TO, the Contractor shall submit to the University all deliverables identified in the Contract and TO.

F.7.3 The Contractor shall submit all reports in writings according to the following schedules:

ITEM NO.	TYPE OF REPORTS	DUE DATES
1	Monthly Status Reports	As Required
2	Closeout Documents	As Required
3	Special Reports	As Required
4	Deficiency Reports	As Required
5	All Other Reports related to the Project	As Required
6	Certificate of Insurance	With every TO awarded

PART 1

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 or vouchers, at the fixed price for each TO, for 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 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in triplicate and submitted to the CA specified in Section G.7.1.

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

G.2.2.1 Contractor's name and invoice date (Contractor is encouraged to date invoices as close to the date of mailing or transmittal as possible);

G.2.2.2 Contract number, encumbrance number, and assignment of an invoice number by the Contractor are also recommended;

G.2.2.3 Description, amount of payment requested, quantity, and the dates of the work performed, based upon the approved CPM schedule if a schedule is required by the TO;

G.2.2.4 Other supporting documentation or information, as required by the CO and CA;

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 above to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 METHOD OF PAYMENT:

G.3.1 The University will make payment for each TO based upon the terms of the individual TO. The University will make payment based upon the TO Invoice Payment Schedule on a monthly

basis in accordance with the appropriate clauses of the Contract and of the Standard Contract Provisions, when the following conditions exist:

G.3.1.1 The Contractor has performed work and was accepted by the University;

G.3.1.2 The Contractor has submitted his/her invoice; and

G.3.1.3 No more than one invoice prepared and submitted by the Contractor every month.

G.3.2 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT:

G.3.2.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.3.5.

G.3.2.2 No final payment shall be made to the Contractor until the CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements. This clause applies to final payment under each TO that is $100,000.00 and over.

G.4 ASSIGNMENTS

G.4.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.4.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party. The Contractor shall submit an assignment for each TO.

G.4.3 Notwithstanding an assignment of money claims pursuant to authority contained in the contract, 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.5 CONTRACTING OFFICER (CO):

G.5.1 In accordance with Title 8, DCMR 3001.5 contracts may be entered into and signed on behalf of the District only by CO(s). The address and telephone number of the CO authorized to sign TO(s) under this contract is:

Eddie Whitaker
Contracting Officer
Capital Procurement Division
4200 Connecticut Avenue, NW
Building 39, Suite C200
Washington, DC 20008

G.6 AUTHORIZED CHANGES BY THE CO:

G.6.1 The CO is the only person authorized to approve changes to any of the requirements of this contract.

G.6.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

G.6.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.7 CONTRACT ADMINISTRATOR (CA):

G.7.1 The CA is responsible for the technical administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as specified in writing by the CO. The CA for this contract is:

Eric L. Thompson
University of the District of Columbia
Vice President for Capital Asset &
Real Estate Services (CARES)
4200 Connecticut Avenue, NW
Building 38, Suite C01
Washington, DC 20008

G.7.2 It is fully understood and agreed by the Contractor that the CA shall not have any authority to make changes in the scope of work, price or terms and conditions of the contract or the TO(s).

G.7.3 Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the CO, and may be denied compensation or other relief for any additional work performed that is not authorized by the CO in writing. In addition, Contractor may also be required at no additional cost to the University, to take all corrective action necessitated by reason of the unauthorized changes.

G.8 THE QUICK PAYMENT CLAUSE:

G.8.1 Interest Penalties to Contractors

G.8.1.1 The University will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery property or service is made on or before:

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

G.8.1.2 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.8.2 Payments to Subcontractors

G.8.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the University for work performed by any subcontractor under a contract:

a) Pay the subcontractor for the proportionate share of the total payment received from the University that is attributable to the subcontractor for work performed under the contract; or

b) Notify the University and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.8.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

G.8.2.3 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.8.2.4 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 University is a party. The University may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.8.3 Contractor Obligation to Flow Down Interest Provision

"Contractor shall include in each subcontract a provision that requires the subcontractor to include in its contracts with any subcontractor or suppliers the payment and interest clauses required under paragraphs (1) and (2) of DC Official Code §2-221.02(d)."

G.9 ORDERING LIMITATIONS:

G.9.1 MINIMUM ORDER: The University guarantees the minimum order limitation to the Contractor in the amount of $250.00 per year on the contract.

G.9.2 MAXIMUM ORDER: There will be a maximum of $200,000.00 per year on the contract. The University may issue any number of TOs, in any amount, the cumulative total of which cannot exceed $200,000.00.

G.10 TASK ORDERING PROCEDURES:

G.10.1 **Ordering**: Any services to be performed under this contract shall be based on fixed price TO(s) issued in writing and signed by the CO. All TOs are subject to the terms and conditions of this contract. In the event of conflict between a TO and this contract, the contract shall control.

G.10.2 As the need exists for performance under the terms of this contract, the CO shall notify the contractor of an existing requirement via the issuance of a RFTOP. The RFTOP will detail the project scope.

G.10.3 If the University feels that the price submitted by the Contractor for the RFTOP is not reasonable, the University will negotiate the price and then issue a TO to the Contractor.

G.10.4 Upon receipt and acceptance of the TO, the Contractor shall take necessary action to comply with the requirements and the period of performance stated in the TO.

G.10.4.1 Each TO shall include the following information:

1) Specific scope of requirement inclusive of all tasks and deliverables
2) Date of the TO
3) Contract number and TO number
4) Number of hours in each labor category with unit price
5) TO performance period or delivery schedule
6) TO administrator or point of contact if different from the CA
7) Place of performance

G.10.4.2 The CA shall be responsible for the daily administration of the TOs and the performance of the Contractor.

G.11 TASK ORDER COMPETITION:

Under this Contract, the University shall offer general construction and design build services to IDIQ Contractors. It is the University's intention that all IDIQ Contactors shall have an opportunity to provide services to the University. Each successive RFTOP the University issues will specify the basis for award. The University will award individual TOs for those projects exclusively to IDIQ Contractors holding IDIQ contracts.

When issuing an RFTOP, in its sole discretion, the University will solicit up to three (3) IDIQ Contractors who were not solicited for the most recent TO; except that the University may solicit a Contractor(s) previously solicited for the most recent if necessary in order to obtain competition. In determining which IDIQ Contractors the University will solicit for a RFTOP, the University may consider current work load (TOs and otherwise), current responsibility, and past performance on projects received under their IDIQ Contract.

G.11.1 For each successive RFTOP the University may solicit at up to three (3) IDIQ Contractors who did not receive an opportunity to respond to the most recent RFTOP issued, except under the following circumstances:

G.11.1.1 The University's need for the essential services or supplies is urgent and providing an opportunity to all Contractors would result in unacceptable delays;

G.11.1.2 Only one (1) Contractor is capable of providing the services at the level of quality required because the services ordered are unique or highly specialized;

G.11.1.3 The TO must be issued on a sole source basis in the interest of economy or efficiency because it is a logical follow-on to a TO already issued under the contract, provided that there was competition pursuant to the procedures in this clause to be considered for the original TO; or

G.11.1.4 The CO determines that only one (1) Contractor has the current capacity to fulfill the requirement.

G.11.2 In determining which IDIQ Contractors will be solicited for each RFTOP, the University will also consider factors such as past performance, quality, timeliness, special expertise, capacity or other factors the CO determines are relevant to a particular requirement. Timely performance by an IDIQ Contractor is very important.

G.11.3 Failure to diligently prosecute the work on a currently awarded TO under this IDIQ contract will be cause for the CO not to include the Contractor in the competitive fair-opportunity pool for future TOs. When the Contractor has corrected its delinquency, the Contractor will be considered for competition in future TOs.

G.11.4 IDIQ Contractors shall submit offers on all projects for which they are solicited by the University. In the event a Contractor is unable to submit an offer in response to RFTOP, the Contractor shall notify the CO electronically, via e-mail and by U.S. mail and state in writing the reasons for declining to submit an offer. In the event a Contractor fails to submit an offer for three (3) projects offered within a contract year, the Contractor waives their right to the minimum guarantee for that contract year. The CO will notify the Contractor in writing when their offer record indicates an unacceptable offering rate. In the event the Contractor fails to correct this situation, the University reserves the right to unilaterally cancel the IDIQ contract without further obligation or liability to the University.

PART 1

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 UNIVERSITY'S RESPONSIBILITY:

The University will provide to the Contractor all necessary passes for Contractor's employees required to enter into the facility.

H.2 UNIVERSITY-FURNISHED EQUIPMENT/MATERIALS:

H.2.1 The Contractor, with his own forces, shall maintain all University-furnished equipment during the performance of work.

H.2.2 The Contractor shall be responsible for the loss or damage to University-furnished property.

H.2.3 The Contractor shall follow the instruction given by the CA regarding the disposition of all University-furnished equipment.

H.2.4 All University supplied equipment for use by the Contractor shall be returned to the CA in good condition before the final payment is processed. The final payment will not be processed unless it contains all release(s) relating to University-furnished equipment and/or materials from CA.

H.3 SUBCONTRACTS:

H.3.1 Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the University.

H.3.1.1 The Contractor shall be as fully responsible to the University for the acts and omissions of subcontractor and of persons employed by them as he is for the acts and omissions of persons directly employed by him.

H.3.1.2 The Contractor shall be responsible for the coordination of the subcontractor and material persons engaged upon his work.

H.3.1.3 The Contractor shall, without additional expense to the University, utilize the services of specialty subcontractor of those parts of the work which are specified to be performed by specialty subcontractor.

H.3.1.4 The University will not undertake to settle any differences between the Contractor and his subcontractor or between subcontractors.

H.3.2 No portion of the contract shall be subcontracted except with the prior written consent of the CO, and such consent, when given, shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Request(s) or permission to subcontract any portion of the contract shall be in writing and accompanied by: (a) a showing that the organization which will perform the work is particularly experienced and equipped for such work, and (b) an assurance by the Contractor that the Labor Standards Provisions set forth in this contract shall apply to labor

performed on all work encompassed by the request(s). The request(s) also shall provide the following information:

H.3.2.1 Subcontractors name, address, telephone number, and Federal Social Security Number used on the Employers Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

H.3.2.2 Estimated dollar amount of the subcontract.

H.3.2.3 Estimated starting and completion dates of the subcontract.

H.3.2.4 The subcontractor approval request form included herein shall be used to request approval of subcontractor on this project. The form shall be completed for each subcontractor requested for approval and submitted to the CO. Copies of these forms are available upon request from the CA.

H.3.3 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. The Contractor shall assure that any subcontract contains the required flow-down provisions 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.

H.4 <u>51% DISTRICT RESIDENTS NEW HIRES/FIRST SOURCE EMPLOYMENT AGREEMENT:</u>

H.4.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. ("First Source Act").

H.4.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, in which the Contractor shall agree that:

H.4.2.1 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

H.4.2.2 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.4.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") verifies its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

H.4.3.1 Number of employees needed;

H.4.3.2 Number of current employees transferred;

H.4.3.3 Number of new job openings created;

H.4.3.4 Number of job openings listed with DOES;

H.4.3.5 Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and

H.4.3.6 Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including;

H.4.3.6.1 Name;

H.4.3.6.2 Social Security number;

H.4.3.6.3 Job title;

H.4.3.6.4 Hire date;

H.4.3.6.5 Residence; and

H.4.3.6.6 Referral source for all new hires.

H.4.4 If the contract amount is equal to or greater than $100,000.00, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.4.5 With the submission of the Contractor's final request for payment from the University, the Contractor shall:

H.4.5.1 Document in a report to the CO its compliance with the section H.4.4 of this clause; or

H.4.5.2 Submit a request to the CO for a waiver of compliance with section H.4.4 and include the following documentation:

H.4.5.2.1 Material supporting a good faith effort to comply;

H.4.5.2.2 Referrals provided by DOES and other referral sources;

H.4.5.2.3 Advertisement of job openings listed with DOES and other referral sources; and

H.4.5.2.4 Any documentation supporting the waiver request pursuant to section H.4.6.

H.4.6 The CO may waive the provisions of section H.4.4 if the CO finds that:

H.4.6.1 A good faith effort to comply is demonstrated by the Contractor;

H.4.6.2 The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan 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, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

H.4.6.3 The Contractor enters into a special workforce development training or placement arrangement with DOES; or

H.4.6.4 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.4.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.4.5 and H.4.6, the CO shall determine whether the Contractor is in compliance with section H.4.4 or whether a waiver of compliance pursuant to section H.4.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the CFO and the CA.

H.4.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.4.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 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 the contract any decision of the CO pursuant to this section H.4.8.

H.4.9 The provisions of sections H.4.4 through H.4.8 do not apply to nonprofit organizations.

H.5 AUDITS, RECORDS, AND RECORD RETENTION:

H.5.1 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 University and an overpayment is found, the Contractor shall reimburse the University for said overpayment within thirty (30) days after written notification.

H.5.2 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 University under the contract that results from this solicitation.

H.5.3 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.

H.5.4 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.

H.5.5 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.

H.5.6 The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

H.6 PUBLICITY:

The Contractor shall at all times obtain the prior written approval from the CO before the Contractor, any of its officers, agents, employees or subcontractor, 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.7 FREEDOM OF INFORMATION ACT:

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the University to make available for inspection and copying any record produced or collected pursuant to a University 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 designated in subsection G.7 who will provide the request to the FOIA Officer for the University 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 University with programmatic responsibility will determine the reliability of the records. The University 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.8 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA):

During the performance of the 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.9 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 (1983) et seq.

H.10 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.

H.10.1 WAY TO WORK AMENDMENT ACT OF 2006:

H.10.1.1 Except as described in H.10.1.8 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.10.1.2 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.

H.10.1.3 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.10.1.4 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.

H.10.1.5 The Contractor shall provide a copy of the Fact Sheet attached as J.1.3 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.3 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.10.1.6 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.10.1.7 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.10.1.8 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 eminent 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 University;

(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.10.1.9 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.

PART II

SECTION I - CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS:

The Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects, March 2011 are incorporated herein as Attachment J.1.1, with the same force and effect as if given in full text.

I.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS:

I.2.1 Davis Bacon Wage Rates are applicable. The current prevailing wage determination is General Decision Number DC180002, dated 02/09/2018 – DC2, incorporated herein as Attachment J.1.2.

I.2.2 In accordance with the applicable provisions of 29 CFR, Part 1, Section 1.6 (c) (3) (IV), if this contract has not been awarded within 90 days after bid opening, any modification, notice of which is published on WDOL prior to award of the contract or the beginning of construction, as appropriate, shall be effective with respect to that contract unless the head of the agency or his or her designee requests and obtains an extension of the 90-day period from the Administrator.

I.3 CONFLICT OF INTEREST:

I.3.1 No official or employee of the University or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (Title 8, DCMR, UDC Procurement Regulations, Chapter 3001, sub chapter 3001.7).

I.3.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

I.4 EQUAL EMPLOYMENT OPPORTUNITY:

In accordance with the University Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985 the forms for completion of the Equal Employment Opportunity Information Report shall be completed and incorporated with the proposal. An award cannot be made to any Offeror who has not satisfied the equal employment requirements as set forth by the Department of Small and Local Business Development.

I.5 INSURANCE:

The requirements of this section apply to each TO issued under the Contract. Upon award of a TO under the Contract, Contractor shall assure that its insurance coverage for the work under the TO is in compliance with the provisions of this § I.5.

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 that 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/Insurance Company 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 CO with respect to the services performed that it carries $2,000,000 per occurrence limit; $4,000,000 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 contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work 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 $1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation. 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.

   Employers' 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 policy disease limit.

   If projects hereunder include water operations, the U.S. Longshoremen and Harbor Workers' Compensation Act and Maritime endorsements must be purchased and attached to employer's liability insurance policy.

4. Builders Risk Insurance. The Contractor shall provide Builders' Risk policy equal to the replacement cost value of the completed building or other structure including the building supplies and materials to cover damage to existing facilities at the site. The policy shall

cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor; and shall name the University as loss payee/mortgagee, as its interests may appear. The policy shall not exclude equipment breakdown, windstorm, flood, water damage other than flood, or damage due to drain/sewage backup. A waiver of subrogation in favor of the University shall be included. (This policy is not required for contracts involving demolition only).

5. Umbrella/Excess Liability. 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 as an additional insured.

6. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the University. The policy shall provide a limit of $1,000,000 per occurrence; $2,000,000 aggregate. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.

7. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of $1,000,000 per occurrence for each wrongful act and $2,000,00 aggregate.

   The Contractor shall maintain this insurance for five (5) years following the University's final acceptance of the work performed under this contract.

8. Environmental Liability Insurance. The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of $2,000,000 per occurrence.

9. Railroad Protective Liability Insurance. [If any services provided under or pursuant to this contract involve Contractor doing work near any railroad right-of-way (within 50 feet of a railroad (Metro, Amtrak, MARC, CSX)]. Contractor shall provide Railroad Protective Liability Insurance which shall name the applicable railroad(s) as first Insured and the University as an Additional Insured with limits of not less than $2,000,000 per occurrence and $6,000,000 annual aggregate or such other limits as may be required by the railroad(s), whichever are higher, and written on a combined bodily injury/property damage basis including coverage for physical damage to the railroad's property.

B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the University, and shall carry the required General Liability; and any required Professional Liability 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 University. 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.

E. MEASURE OF PAYMENT. The University shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

F. NOTIFICATION. The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.

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

Eddie Whitaker
Contracting Officer (CO)
Office of Strategic Sourcing & Procurement
4200 Connecticut Avenue, NW, bldg. 39, Suite C200
Washington, DC 20008
Phone: (202) 274-6913
eddie.whitaker@udc.edu

The insurance must contain language that includes:

1) University of the District of Columbia, Capital Procurement Division, to (Caption of specific Task Order).

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 District for all claims made against the District, its officers, directs, agents, and employees, except with respect to Workers' Compensation and Professional Liability".

I.6 DISCRIMINATION CLAUSES:

I.6.1 Anti-Discrimination Clause:

The Contractor:

I.6.1.1 Shall not discriminate in any manner against any employee or applicant for employment in violation of Section 211 of the University Human Rights Act (DC Law 2-38; DC Official Code Section 2-1402.11);

I.6.1.2 Shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials;

I.6.1.3 Shall, along with all subcontractors, post in a conspicuous place available to employees and applicants for employment, a notice setting forth the provisions of the anti-discrimination clause set out in Section 251 of the University of Columbia Human Rights Act (DC Official Code Section 2-1402.51).

I.6.2 Non-Discrimination Clause:

I.6.2.1 The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the University Human Rights Act, approved December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code §2-1402.11) (2001 Ed.)("Act" as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

I.6.2.2 Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D.C. Register and Mayor's Order 2002-175 (10/23/02), 49 DCR 9883, the following clauses apply to this contract:

I.6.2.2.1 The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

I.6.2.2.2 The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business.

The affirmative action shall include, but not be limited to the following:

(a) employment, upgrading or transfer;
(b) recruitment, or recruitment advertising;
(c) demotion, layoff, or termination;
(d) rates of pay, or other forms of compensation; and
(e) selection for training and apprenticeship.

I.6.2.2.3 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections **I.6.2.2.1** and **I.6.2.2.2** concerning non-discrimination and affirmative action.

I.6.2.2.4 The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection **I.6.2.2.2.**

I.6.2.2.5 The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that Contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

I.6.2.2.6 The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

I.6.2.2.7 The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the University adopted by the Director of the Office of Human Rights, or any authorized official.

I.6.2.2.8 The Contractor shall include in every subcontract the equal opportunity clauses, subsections **I.6.2.2.1** through **I.6.2.2.9** of this section, so that such provisions shall be binding upon each subcontractor or vendor.

I.6.2.2.9 The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the University to enter into such litigation to protect the interest of the University.

I.7 CONTRACTS IN EXCESS OF $1 MILLION:

Any contract in excess of $1,000,000.00 shall not be binding or give rise or any claim or demand against the University until approved by the D.C. Council, and signed by the CO.

I.8 DISPUTES:

I.8.1 All disputes arising under or relating to this contract shall be resolved as provided herein.

I.8.2 Claims by a Contractor against the University

Claim, as used in this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

I.8.2.1 All claims by a Contractor against the University arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:

I.8.2.1.1 A description of the claim and the amount in dispute;

I.8.2.1.2 Any data or other information in support of the claim;

I.8.2.1.3 A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and

I.8.2.1.4 The Contractor's request for relief or other action by the CO.

I.8.2.2 The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

I.8.2.3 For any claim of $50,000.00 or less, the CO shall issue a decision within sixty (60) calendar days from receipt of a written request from a Contractor that a decision is rendered within that period.

I.8.2.4 For any claim over $50,000.00, the CO shall issue a decision within ninety (90) calendar days of receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

I.8.2.5 The CO's written decision shall do the following:

I.8.2.5.1 Provide a description of the claim or dispute;

I.8.2.5.2 Refer to the pertinent contract terms;

I.8.2.5.3 State the factual areas of agreement and disagreement;

I.8.2.5.4 State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

I.8.2.5.5 If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

I.8.2.5.6 Indicate that the written document is the CO's final decision; and

I.8.2.5.7 Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

I.8.2.6 Any failure by the CO to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.

I.8.2.6.1 If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the University for an amount equal to the unsupported part of the claim in addition to all costs to the University attributable to the cost of reviewing that part of the Contractor's claim.

I.8.2.6.2 Liability under Paragraph I.8.2.6.1 shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

I.8.2.7 The decision of the CO shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D.C. Official Code § 2-309.04.

I.8.2.8 Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.8.3 Claims by the University against a Contractor

I.8.3.1 Claim as used in Paragraph I.8.3 of this clause, means a written demand or written assertion by the University seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

I.8.3.2 The CO shall decide all claims by the University against a Contractor arising under or relating to a contract.

I.8.3.2.1 The CO shall send written notice of the claim to the Contractor. The CO's written decision shall do the following:

I.8.3.2.1.1 Provide a description of the claim or dispute;

I.8.3.2.1.2 Refer to the pertinent contract terms;

I.8.3.2.1.3 State the factual areas of agreement and disagreement;

I.8.3.2.1.4 State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

I.8.3.2.1.5 If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

I.8.3.2.1.6 Indicate that the written document is the CO's final decision; and

I.8.3.2.1.7 Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

I.8.3.3 The decision shall be supported by reasons and shall inform the Contractor of his or her rights as provided herein.

I.8.3.4 The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.

I.8.3.5 This clause shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.

I.8.4 The decision of the CO shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the University as authorized by D.C. Official Code §2-309.04.

I.8.5 Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.9 CONFIDENTIALITY OF INFORMATION:

The Contractor shall keep all the information obtained relating to any employee or customer of the University in absolute confidence, and shall not use it in connection with any other matters, or disclose it to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.10 TIME:

Time or performance period, if stated in number of days, shall mean calendar days which includes Saturdays, Sundays, and holidays, unless stated otherwise therein.

I.11 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.12 INCORPORATION AND ORDER OF PRECEDENCE:

Contracts: The following documents are incorporated herein by reference and in case of any discrepancy the following Order of Precedence shall apply: (1) Schedule for Construction, Alterations, Repairs, Price (Section B); (2) Scope/Specifications/ Drawings (Section C); (3) Special Contract Requirements (Section H); (4) Contract Clauses (Section I); and (5) Government of the District of Columbia Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects, March 2011 (Attachment J.1.1), (7) General Decision No. DC140002 dated 08/01/2014 (Attachment J.1.2), (8) The Living Wage Act Notice and Fact Sheet (Attachment J.1.3), (9) Certifications and Representation (Section K), (10) Contractor's Offer, and (11) First Source Employment Agreement (Attachment J.2.2).

TOs: Unless the University otherwise provides in a TO, a revised Order of Precedence and list of Incorporated Documents, the following documents are incorporated by reference in each TO issued hereunder. In case of any discrepancy the following Order of Precedence shall apply: (1) Supplies or Services and Price/Cost Section (Section B); (2) Scope/Specifications (in TO or TO Attachments); (3) Special TO Requirements (See TO); (4) Contract Clauses (Section I); (5) US-DOL Wage Determination Rates (Contract and TO and/or TO Attachment); and (6) Government of the District of Columbia Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects, March 2011 (Attachment J.1.1); and (7) Attachments J.1.2, J.1.3, and J.1.4.

I.13 AUDITS, RECORDS, AND RECORD RETENTION:

I.13.1 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 University and an overpayment is found, the Contractor shall reimburse the University for said overpayment within thirty (30) days after written notification.

I.13.2 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 University under the contract that results from this solicitation.

I.13.3 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.13.4 The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, University, or other personnel duly authorized by the CO.

I.13.5 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.13.6 The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

I.13.7 In the event of a conflict between Article 28 of the General Provisions of the Standard Contract Provisions for Construction Projects, March 2011, and the provisions of this clause, the Standard Contract Provisions shall prevail.

I.14 PUBLICITY:

The Contractor shall at all times obtain the prior written approval from the CO before the Contractor, any of its officers, agents, employees or subcontractor, 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.

I.15 FREEDOM OF INFORMATION ACT:

The District's Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the University to make available for inspection and copying any record produced or collected pursuant to a University 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 designated in subsection G.7 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 reliability of the records. The University 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*.

I.16 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA):

During the performance of the 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.

I.17 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 (1983) et seq.

I.18 ENVIRONMENTALLY PREFERABLE PAINT PRODUCTS:

I.18.1 Environmentally Preferable Products Goals

I.18.1.1 The University is seeking Contractors to provide environmentally preferable and effective paint products that support the University's environmentally preferable purchasing (EPP) contracting initiative.

I.18.1.2 Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

I.18.2 Paint Environmental Requirements

I.18.2.1 The requirements and restrictions contained in this clause shall apply to all architectural and anti-corrosive paints used during the course of this contract.

I.18.2.2 Due to the documented health risks associated with high Volatile Organic Compound (VOCs) levels, the Contractor shall use only paint and paint products that do not exceed the maximum allowable VOC content in the table below for each type of paint:

Product Type	Type of Paint	VOCs (grams/liter)	VOCs (pounds/gallon)
Category I	**Interior**		
	Architectural		
	a. Flat	50 g/l	0.42 lb/gal
	b. Non-Flat	150 g/l	1.25 lb/gal
Category II	**Exterior**		
	Architectural		
	a. Flat	100 g/l	0.83 lb/gal
	b. Non-Flat	200 g/l	1.66 lb/gal
Category III	**Anticorrosive**		
	a. Flat	250 g/l	2.1 lb/gal
	b. Semi-Gloss	250 g/l	2.1 lb/gal
	c. Gloss	250 g/l	2.1 lb/gal

I.18.3 Prohibited Paint Components

I.18.3.1 Paints often contain inorganic and organo-metallic components used as preservatives, additives and pigments. The following is a list of organic compounds and components prohibited under this contract:

1,1,1 Trichloroethane	Formaldehyde
1,2 Dichlorobenzene	Hexavalent chromium
Acrolein	Isophorone
Acrylonitrile	Lead
Antimony	Mercury
Benzene	Methylene chloride
Butyl benzyl phthalate	Methyl ethyl ketone
Cadmium	Methyl isobutyl ketone
Di (2-ethylhexyl) phthalate	Naphthalene
Dimethyl phthalate	Toluene (Methylbenzene)
Di-n-butyl phthalate	Vinyl Chloride
Ethylbenzene	

I.18.4 Packaging

I.18.4.1 Paint cans and their components shall not be fabricated with lead.

I.18.5 Product Safety

I.18.5.1 A Contractor shall be responsible for:

(a) Any damage to personnel, buildings, furniture or equipment directly traceable to their use of prohibited paint.

(b) Evacuating and warning individuals that might be affected by any spills or leakages directly traceable to their use of prohibited paint.

(c) Any spills or leaks that occur during the use or transportation of their products.

(d) Paying the cleanup cost for any spills or leaks that occur while they are unloading, transporting or otherwise using their products.

I.19 ENVIRONMENTALLY PREFERABLE SOLVENT PRODUCTS:

I.19.1 Environmentally Preferable Products Goals

I.19.1.1 The University is seeking Contractors to provide environmentally preferable and effective solvent products that support the District's environmentally preferable purchasing (EPP) contracting initiative.

I.19.1.2 Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or

services that serve the same purpose. This comparison considers the life cycle of the product from raw material

I.19.2 Environmentally Preferable Solvent Products

I.19.2.1 Solvents are fluids or a mixture of fluids capable of dissolving substances to produce compositions for industrial value.

I.19.2.2 Solvent products subject to the requirements of this clause include, but are not limited to, the following classes:

(a) **Alcohols**. Alcohols are solvents that dissolve substances such as shellacs, vinyls, acrylics, epoxies and silicones.

(b) **Aliphatic Hydrocarbons**. Aliphatic hydrocarbons are solvents often found in coatings and insecticides. Commonly used as degreasers and solvents for acrylics and epoxies. Common aliphatics include mineral spirits, paint thinner, petroleum distillates, VM&P Naphtha, kerosene, gasoline and heptane (all of which are extremely flammable).

(c) **Aromatic Hydrocarbons**. Aromatic hydrocarbons are substances used in printing, fiberglass-reinforced products, glues and veneers. Common aromatics include toluene (toluol), xylene (xylol), coal-tar naphtha, styrene and benzene.

(d) **Chlorinated Hydrocarbons**. Chlorinated hydrocarbons are commonly used degreasers, dry cleaning agents, rubber solvents and paint strippers found in coatings, resins and tars. Common chemicals in this class include perchloroethylene, methylene chloride, carbon tetrachloride, methyl chloroform and trichloroethylene.

(e) **Glycols**. Glycols, which are water-soluble solvents used as lubricants, are found incosmetics, coatings, resins and dyes. Glycol ethers include butyl cellusolve (2-butoxyethanol), cellusolve (2- ethoxyethanol), methyl cellusolve (2-methoxyethanol), and cellusolve acetate (2-ethoxyethyl acetate). Most common glycol ethers are combustible.

(f) **Esters**. Esters have differing chemical properties depending on their use including methyl formate, ethyl acetate, isopropyl acetate, methyl acetate, secamylacetate, and isoamyl acetate (banana oil).

(g) **Ethers**. Ethers are ingredients in dyes, resins, waxes, cellulose nitrate and fuels, including ethyl ether, tetrahydrofuran, dioxane and isopropyl ether.

(h) **Ketones**. Ketones are solvents for dyes, resin and waxes that are used to manufacture plastics, synthetic fibers, explosives, cosmetics and medicines. Some examples of ketones include acetone, methyl ethyl ketone, cyclohexanon and isophorone.

(i) **Other Solvents**. Other types of solvents include freon, turpentine, dimethylformamide and carbon disulfide.

I.19.3 **Solvent Environmental Requirements - The Contractor shall avoid the following hazards when using solvent products during the performance of this contract:**

I.19.3.1 Health Hazards

(a) Bodily Contact – The Contractor shall not use solvent products that irritate or harm the skin, eyes, nose and throat from direct contact with the solvents;

(b) Inhalation – The Contractor shall not use solvent products that when inhaled causes headaches, nausea, vomiting and dizziness from contact with the solvents; and,

(c) Ingestion – The Contractor shall not use solvent products that if ingested or exposed to for a period of time cause damage to the brain, liver, kidney, respiratory system and nervous systems.

I.19.3.2 Physical Hazards

(a) Flammable materials are substances that will easily ignite, burn and serve as fuel for a fire. The flash point is the lowest temperature at which a liquid gives off enough vapors which, when mixed with air, can be easily ignited by a spark. The lower the flash point, the greater the risk of fire or explosion.

(b) The Contractor shall not use solvent products that are a potential fire hazard or have a low flash point. A solvent is flammable and a serious fire hazard if its flash point is below 37.8C (100F).

I.19.4 Prohibited Solvents

I.19.4.1 The following solvent products are recognized by the National Institute for Occupational Safety and Health (NIOSH) as carcinogens, ozone-depleting solvents or as reproductive hazards in the workplace and shall not be used:

Benzene	Carbon tetrachloride
Trichloroethylene	1,1,2,2-tetrachloroethane
2-methoxyethanol	2-ethoxyethanol
Methylchloride	Trichlorotrifluoroethane
Chlorinated Fluorocarbon Compounds	

I.19.5 Packaging Reduced/Recyclable

I.19.5.1 If possible, the Contractor shall use products that are in reusable, refillable, or recyclable containers or are otherwise made from recycled content products.

I.19.5.2 No products shall be delivered in aerosol cans.

I.19.5.3 All products must be available in non-aerosol containers such as ready-to-use pump action sprays, air-charged refillable containers, or spray bottles.

I.19.6 Product Safety

I.19.6.1 The Contractor shall be responsible for:

(a) Any damage to personnel, buildings, furniture or equipment directly traceable to their use or transportation of prohibited products.

(b) Any spills or leaks that occur during the use or transportation of their products.

(c) Evacuating and warning individuals that might be affected by any spills or leaks that occur when their products are being used or transported.

(d) Paying the cleanup cost for any spills or leaks that occur while they are using or transporting their products.

I.20 PROJECT PROGRESS/COORDINATION MEETINGS:

The Contractor is required to perform the following activities:

A. General: Prepare and distribute to each subcontracting entity performing work at the project site, a written memorandum of instructions on required coordination activities, including required notices, reports and attendance at meetings. Prepare similar memorandum for Contractors performing work where interfacing of work is required.

B. Bi-weekly Progress Meetings: In addition to specific pre-installation and coordination meetings for each element of work, hold bi-weekly progress meetings at regularly scheduled times which are convenient for everyone involved. Conduct meetings in a manner which will resolve any project problems, both present and anticipated. Record the meeting minutes and distribute copies to all persons in attendance and to others affected by decisions or actions resulting from each meeting. The meeting minutes shall be distributed in five (5) business days from the conclusion of the meeting and all corrections shall be made and the minutes re-distributed before the next meeting convenes.

I.21 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, effective January 1, 2018. The Living Wage Act is codified at DC Official Code §§2-220.01 through 11. Living wage act can be found at: **www.ocp.dc.gov**.

I.21.1 WAY TO WORK AMENDMENT ACT OF 2006

I.21.1.1 Except as described in I.21.1.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective January 1, 2018 (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.

I.21.1.2 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**.

I.21.1.3 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.

I.21.1.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at **www.ocp.dc.gov.**

I.21.1.5 The Contractor shall provide a copy of the Fact Sheet attached as J.1.5 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.5 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.

I.21.1.6 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.

I.21.1.7 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.*

I.21.1.8 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 eminent 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.

I.21.1.9 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.

PART III

SECTION J: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

J.1.1 Government of the District of Columbia Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects, March 2011

J.1.2 General Decision No.: DC180002, dated 02/09/2018 (https://www.wdol.gov/)

J.1.3 The Living Wage Act Notice and Fact Sheet

J.1.4 Bidder/Offeror Certification Form (http://ocp.dc.gov)

J.2 The following forms must be completed by the Offeror and submitted with its proposal:

J.2.1 Offer Letter – must be included in the Price Proposal supported by the Price Schedule (Section B of the solicitation)

J.2.2 Contractor's Past Performance Evaluation form – must be included in the Technical Proposal
https://ocp.dc.gov/node/599822

Offerors shall complete and incorporate in their price proposal package the following forms located at *www.udc.edu*.

J.2.3 First Source Employment Agreement

J.2.4 E.E.O. Information and Mayor's Order 85-85

J.2.5 Tax Certification Affidavit

Bidder's shall contact the Department of Small and Local Business Development for the following package:

J.2.6 DSLBD Certification Package Form (http://ocp.dc.gov

PART IV

SECTION K - CERTIFICATIONS, REPRESENTATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 Certification of Eligibility

K.2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction

K.3 Payment to Subcontractor and Suppliers Certification

K.4 Certification of Independent Price Determination

K.5 Employment Agreement

K.6 Certification under "Buy American Act" (applicable to purchase of material and equipment)

K.7 Certification as to Type of Business Organization

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

K.1

CERTIFICATION OF ELIGIBILITY

_____, 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, District or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal, District 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 offeror. 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 of _____

At_____
City and State

_____ _____
Notary Seal Notary Public

K.2

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, District or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal, District 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 offeror. 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.3

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 subcontractors 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.

Eddie Whitaker
Contracting Officer (CO)
Capital Procurement Division
4200 Connecticut Avenue, NW, bldg. 39, Suite C200
Washington, DC 20008
Phone: (202) 274-????

I hereby certify:

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

_____
Contractor/Company Name

_____
Signature of Official

_____ _____
Date Title

K.4

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

A. Each signature of the Offeror is considered to be a certification by the signatory that:

(a) The prices in this Proposal 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 Proposal, or
(iii) the methods or factors used to calculate the prices in the Proposal;

(b) The prices in this Contract have not been and will not be knowingly disclosed by the Offeror, directly, to any other Offeror or competitor before Contract opening unless otherwise required by law; and

(c) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

B. Each signature on the Proposal is considered to be a certification by the signatory that the signatory;

(a) Is the person in the Offeror's organization responsible for determining the prices being offered in this Proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs A(a) through A(c) above; or

(b) 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(a) through A(c) above:

_____

(Insert full name of person(s) in the organization responsible for determining the prices offered in the 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 subsection B(b) above have not participated, and will not participate, in any contrary to subparagraphs A(a) through A(c) above; and

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs A(a) through A(c) above.

C. If the Offeror deletes or modifies subparagraph A(b) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.5

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 of Columbia in each project's labor force:

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

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.6

BUY AMERICAN CERTIFICATION

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product, 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.7

TYPE OF BUSINESS ORGANIZATION

The Offeror, by checking the applicable box, represents that

(1) It operates as:

a corporation incorporated under the laws of the State of _____
an individual,
a partnership,
a nonprofit organization, or
a joint venture; or

(2) If the Offeror is a foreign entity, it operates as:

an individual,
a joint venture, or
a corporation registered for business in _____
(Country)

PART IV

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD:

L.1.1 From this solicitation, the University intends to award up to five (5) ID/IQ contracts to responsible Offeror(s) whose offer conforming to the solicitation will be most advantageous to the University, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The University may award multiple contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 BEST AND FINAL OFFERS:

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be notified and will be provided an opportunity to submit written best and final offers at the designated date and time. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the University 's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Offeror selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all Offerors still within the competitive range.

L.3 PRE-PROPOSAL CONFERENCE:

L.3.1 A pre-proposal conference to discuss the contents of this solicitation and other pertinent matters will be held on **Tuesday, April 17, 2018, at 11:00 a.m. (EST),** at the following location:

University of the District of Columbia
4200 Connecticut Avenue, NW
Large Board Room, 3rd Floor, Building 39
Washington, DC 20008

L.3.2 Prospective Offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the University to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors must complete the Pre-Proposal Conference Sign-In Sheet so that conference attendance can be properly recorded.

L.3.3 Impromptu questions will be permitted and spontaneous answers will be provided at the University's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the University's final position. All oral questions

must be submitted in writing following the close of the pre-proposal conference but no later than ten (10) calendar days before the proposal's due date in order to generate an official answer. Official answers will be provided in writing to all prospective Offerors who are listed on the Pre-Proposal Conference Sign-In Sheet. Answers will also be posted on the UDC website at www.udc.edu.

L.4 PREPARATION AND SUBMISSION OF OFFER:

L.4.1 One original and six (6) copies of the written proposals shall be submitted in two separate parts, titled "Technical Proposal" and "Price 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 RFP, all attachments and all documents containing the Offeror's offer shall constitute the formal contract.

L.4.1.2 Part I – 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 Section C. The offeror shall respond to each factor listed in Section L.4.6 in a way that will allow the University to evaluate the offeror's response. Do not include price or pricing information in the Technical Proposal.

L4.1.3 Part II – Price Proposal

The price proposal must contain all items listed in Section L.4.7.

L.4.2 Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. **GF-2018-D-0044, "ID/IQ for General Construction Services".**

L.4.3 The original offer shall govern if there is a variance between the original offer and the copy submitted by the Offeror. Each Offeror shall return the complete solicitation as its offer.

L.4.4 The University may reject as unacceptable any offer that fails to conform in any material respect to the RFP.

L.4.5 The University may also reject as unacceptable any offer submitted on forms not included in or required by the solicitation, or if the solicitation package is obtained from any source other than the University's official source listed below. Offerors shall make no changes to the requirements set forth in the solicitation.

L.4.6 TECHNICAL PROPOSAL CONTENTS:

The Technical proposal shall be prepared in accordance with the instructions and format given in this section. Failure to provide a Technical proposal may render an offeror's proposal incomplete and unacceptable for award. In order for the University to evaluate the Offeror's understanding of the contract requirements, Offerors are required to discuss their technical and administrative capabilities in a manner that demonstrates these are adequate to meet contract requirements. Offerors are strongly cautioned to follow the format below in preparing their

proposals. This will allow for ease of evaluation. Proposals will be evaluated in accordance with the evaluation criteria listed in Section M.3, Evaluation Criteria.

L.4.6.1 Relevant Experience and Capabilities (30 Points)

The University desires to engage a Contractor with the experience necessary to realize the objectives set forth in Section C of this RFP. Offerors will be evaluated based on their demonstrated experience in: (i) three (3) construction projects in occupied buildings valued over $100,000 in which the Offeror served as the general contractor in the past five (5) years; (ii) two (2) design-build projects where the Offeror served as the general contractors in the past five (5) years; and (iii) demonstrate knowledge of the local regulatory agencies and Code Officials. Submitted projects must have the Project Description, Project Amount, Award Date, Completion Date, Client Name, Verifiable Contract Information of Client, Contractor Performance Evaluation (Attachment J.2.2). If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. **This element of the evaluation will be worth up to thirty (30) points.**

L.4.6.2 Key Personnel (30 Points)

The Offeror should include with its proposal resumes of key personnel that will be assigned to this Project. This should include the Project Executive, the Project Manager who will supervise the work, and the Field Superintendent who will oversee the work in the field. Each resume shall describe the education, training, experience, professional affiliation (i.e. AIA, PE, PMP) and at least two (2) letters of recommendation for each key personnel. The Offeror should also indicate what percentage of each key personnel's time will be devoted to this Project. In case of absence, death, disability or separation from the Offeror's employment, the Offeror will not be allowed to reassign any of the key personnel without the written approval of the Contracting Officer. **This element of the evaluation will be worth up to thirty (30) points.**

L.4.6.3 Management Plan (20 Points)

Offerors are required to submit a Project Management Plan. The Project Management Plan should clearly explain how the contractor intends to manage and implement multiple Projects. It should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the plan should: (i) include the organizational chart, the specific roles and responsibilities of the key personnel (mentioned in Section L.4.6.2) in managing a Project; (ii) identify how the Offeror will perform the site walk-throughs and develop cost estimates; (iii) identify how the Offeror will respond to on-call emergencies and unplanned activities; and (iv) describe two (2) key challenges inherent in a Project and explain how they will be overcome or mitigated. **This element of the evaluation is worth up to twenty (20) points.**

L.4.7 PRICE PROPOSAL CONTENTS:

1) Offer Letter – Attachment J.2.1
2) Completed Section B.8 - Price Schedule
3) Signed amendments if any
2) Completed Attachments J.2.3, J.2.4 and J.2.5
3) Section K – Representations, Certifications and other Statements of Offerors – completed and executed in accordance with the instructions included therewith.

L.5 PROPOSAL SUBMISSION DATE AND TIME:

Proposal must be submitted no later than **2:00 p.m. local time on Wednesday, May 9, 2018.**

L.6 WITHDRAWAL OR MODIFICATION OF PROPOSAL:

An Offeror may modify or withdraw its offer 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.7 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS:

L.7.1 Proposal, modifications to proposal, or requests for withdrawals that are received in the designated University office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

L.7.1.1 The proposal or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of offer; or

L.7.1.2 The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the University after receipt.

L.7.2 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the offer, 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.7.3 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.7.4 Late Proposal

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 proposal resulting from this solicitation.

L.7.5 Late Modifications

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

L.8 HAND DELIVERY OR MAILING OF PROPOSAL TO:

University of the District of Columbia
Office of Strategic Sourcing & Procurement
4200 Connecticut Avenue, NW
Building 39, Room C200
Washington, DC 20008
Attention Mr. Anthony Berry

L.9 SUBMISSION OF SUBCONTRACTING PLAN:

Left Blank

L.10 ERRORS IN PROPOSAL:

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

L.11 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 CO. The prospective Offeror shall submit questions no later than ten (10) calendar days prior to the closing date and time indicated for this solicitation. The University will not consider any questions received less than ten (10) calendar days before the date set for submission of proposal. The University will furnish responses promptly to all other prospective Offerors. 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 other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.12 PROPOSALS WITH OPTION YEARS:

The Offeror shall include option year prices in its financial proposal. A proposal may be determined to be unacceptable if it fails to include pricing for the option year(s).

L.13 OFFER PROTESTS:

In accordance with 8 DCMR Section 3066, all protests by interested parties including any actual or prospective Bidder 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.14 SIGNING OF PROPOSAL:

L.14.1 The Contractor shall sign the proposal and print or type its name on the offer form in the attached Offer Form Package. 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. Proposal signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.

L.14.2 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 rejection of the proposal.

L.15 ACKNOWLEDGMENT OF AMENDMENTS:

The Offeror shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in item 20 of page 1 (Solicitation, Offer, Award Form) of the solicitation; or (c) by letter or telegram, including mailgrams. The University must receive the

acknowledgment by the date and time specified for receipt of proposal. Offeror's failure to acknowledge an amendment may result in rejection of the proposal.

L.16 ACCEPTANCE PERIOD:

The Offeror agrees that its offer remains valid for a period of 120 calendar days from the closing date. However, if for administrative reasons, the University is unable to make an award within this time period, the CO will request the Contractor to extend the proposal for an additional thirty (30) days.

L.17 LEGAL STATUS OF OFFEROR:

L.17.1 Each proposal must provide the following information:

L.17.2 Name, Address, Telephone Number, Federal Tax Identification Number and DUNS Number of Offeror;

L.17.3 District of Columbia license, registration or certification, if required by law to obtain such license, registration or certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements;

L.17.4 If the Offeror is a partnership or joint venture, names of general partners or joint ventures and copies of any joint venture or teaming agreements; and

L.17.5 The University reserves the right to request additional information regarding the Offeror's organizational status.

L.18 LOCAL OPERATING FACILITIES:

The Contractor shall provide and maintain its own operating quarters. Such quarters shall be of sufficient size and capacity and have the necessary facilities to adequately carry out the work to be performed under the contract.

LOCAL ADDRESS	LOCAL TELEPHONE NUMBER/FAX
CELL NUMBER	EMERGENCY NUMBER
EMERGENCY CONTACT PERSON	

L.19 TITLE OF CORRESPONDENCE, HAND DELIVERY OR MAILING OF SOLICITATION

All contractual correspondence must be directed to:

Anthony Berry
Contracting Specialist (CS)
University of the District of Columbia
Office of Strategic Sourcing & Procurement
4200 Connecticut Avenue, NW
Building 39, Room C200
Washington, DC 20008

L.20 PROPOSAL DOCUMENTS:

L.20.1 Persons who obtain solicitation materials from anyone other than the University's official source are hereby notified that any addenda/amendments issued under this solicitation, and not acknowledged by an Offeror could affect the offer amount and/or responsiveness determinations.

L.20.2 The University assumes no responsibility for furnishing any addenda/ amendments to anyone who obtains solicitation materials through other than the official channels.

L.20.3 Amendments/Addenda to solicitation documents and solicitation material are available from the issuing office.

L.21 EXAMINATION OF OFFER DOCUMENTS AND SITE OF WORK [Applicable to each RFTOP and TO]

L.21.1 Offerors will be held to have:

L.21.1.1 Checked all measurements and visible features which would in any manner affect the work to be performed.

L.21.1.2 Verified conditions at the site.

L.22 STANDARDS OF RESPONSIBILITY:

L.22.1 Pursuant to 8 DCMR, 3057.2 (a) through (g), the prospective Contractor shall submit the following documentation, within ten (10) days of the request by the University, in order to be determined responsible:

L.22.1.1 Evidence of financial resources adequate to perform the Contract, or ability to obtain them;

L.22.1.2 Evidence of ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and district business commitments;

L.22.1.3 A satisfactory performance record;

L.22.1.4 A satisfactory record of integrity and business ethics;

L.22.1.5 The necessary organization, experience, accounting and operational controls and technical skills, or the ability to obtain them;

L.22.1.6 Compliance with the applicable District licensing and tax laws and regulations;

L.22.1.7 The necessary production, construction and technical equipment and facilities or the ability to obtain them, and

L.22.1.8 Other qualifications and eligibility criteria necessary to receive an award under the applicable laws and regulations.

L.22.2 If the prospective Contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective Contractor to be non-responsible.

PART V

SECTION M - EVALUATION PREFERENCE POINTS

M.1 EVALUATION FOR AWARD: [Not applicable to TOs]

The contracts will be awarded to multiple responsible Offerors whose offer(s) is/are 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.2 EVALUATION COMMITTEE:

M.2.1 The University will appoint an Evaluation Committee who will conduct the evaluation of the Offeror's initial submission 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 (CO). 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:

Each proposal will be scored on a scale of 1 to 100 points based upon the criteria listed in this section. In addition, Offerors will be eligible to receive up to 12 preference points as described in Section M.5 – Preferences for Certified Business Enterprises. Thus, the total maximum number of points possible is 112. The total evaluation score will guide the CO in the determination of most advantageous to the University. Proposals will be evaluated based on the following evaluation factors in the manner described below:

M.3.1 Volume 1 – Technical Criteria (80 Points)

Factor 1 – Relevant Experience and Capabilities (30 Points)

The Offeror shall describe their relevant experience and capabilities necessary to perform the scope of work set forth in Section C of this RFP. Offerors will be evaluated based on experience and capabilities in accordance with Section L.4.6.1.

Factor 2 – Key Personnel (30 Points)

The University desires that the Project will be managed by qualified and experienced key personnel. The Offeror will be evaluated in accordance with Section L.4.6.2.

Factor 3 – Management Plan (20 Points)

The Offeror shall describe their management plan in accordance with Section L.4.6.3 of the solicitation.

M.3.2 Volume 2 - Price Criteria (20 Points)

The price proposal evaluation will be objective. *The extended prices for the base year and the option years will constitute the total price for the purpose of the price evaluation.* 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:

Lowest price proposal
---------- X 20 points = Evaluated Price Score
Price of proposal being evaluated

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 in accordance with Section M.5. The preference points will be added to the Offeror Evaluation Score.

M.3.4 Total Points (112 POINTS)

M.4 EVALUATION OF OPTION YEARS:

The University will evaluate offers for award purposes by evaluating the financial proposal for all options as well as the base year. Evaluation of options shall not obligate the University to exercise them.

M.5 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.5.1 Application of Preferences

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

M.5.1.1 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.5.1.2 Any prime Contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.

M.5.1.3 Any prime Contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.

M.5.1.4 Any prime Contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

M.5.1.5 Any prime Contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

M.5.1.6 Any prime Contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.5.1.7 Any prime Contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.

M.5.1.8 Any prime Contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.5.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points 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.5.3 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.5.4 Verification Of Offeror's Certification As A Certified Business Enterprise

M.5.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The 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.5.4.2 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.5.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.