

		1. Solicitation No. GF-2021-B-0020	2. Type <input checked="" type="checkbox"/> Sealed Bid <input type="checkbox"/> Sealed Proposal	3. Date Issued 3/9/2021	Page 1 of 40 Not counting attachments
		4. Contract Number		5. Requisition/Purchase Request No. _____	
7. Issued By: University of the District of Columbia Office of Strategic Sourcing and Procurement 4200 Connecticut Avenue NW Bldg. 39 Suite 200C Washington, DC 20008		8. Address Bid To: Eddie Whitaker, Contracting Officer c/o Michiko Gadson, Contract Specialist University of the District of Columbia Office of Strategic Sourcing and Procurement 4200 Connecticut Avenue NW Bldg. 39 Suite 200C Washington, DC 20008			
9. FOR INFORMATION CONTACT	A. Name Michiko Gadson	B Telephone 202-274-5191		C. E-Mail Address mgadson@udc.edu	
IMPORTANT – The “Bidder” Section of this form must be completed by the Bidder					
SOLICITATION					
NOTE: In sealed bid solicitations “bid” and Bidder” mean “bid” and bidder”					
10. Sealed bids in “original plus 4 copies to perform the work required shall be received at the place specified in item 8, or hand carried to the bid counter located at address shown in item 8 not less than 2:00 p.m. local time on April 5, 2021.					
11. The University requires performance of work described in strict accordance with the following:					
DESCRIPTION		SECTION	PAGE		
Solicitation Bid/Award Form		A	1-2		
Schedule for Construction, Alterations, Repair, Price		B	3-4		
Scope/Specifications/Drawings		C	5-7		
Packaging and Markings		D	8		
Inspection and Acceptance		E	9		
Deliveries and Performance		F	10		
Contract Administration Data		G	11-15		
Special Contract Requirements		H	16-20		
Contract Clauses		I	21-29		
List of Attachments		J	30		
Representations, Certifications and Other Statements of Bidders		K	31		
Instructions to Bidders		L	32-38		
Evaluation Preference Points		M	39-40		
Attachment J.1 Government of DC Standard Contract Provisions for Use with Specifications for DC Government Construction Projects (January 2007)			Attachment		
Attachment J.2 Wage Determination			Attachment		
Attachment J.11 Bid Bond, Performance Bond and Payment Bond Forms			Attachment		
12. The contractor shall begin performance on the date specified in the written <input type="checkbox"/> Award <input checked="" type="checkbox"/> NTP and complete all work not later than 90 days from start date in NTP. This period of performance is <input checked="" type="checkbox"/> Mandatory <input type="checkbox"/> Negotiable.					
13. The contractor SHALL furnish a bid bond with bid submission, and performance and payment bonds (Attachment J.11) within 10 calendar days after receiving the UDC Notice of Intent to Award.					
14. Additional Solicitation Considerations A. All bids are subject to the work requirements, provisions and clauses incorporated in this solicitation in full text or by reference. B. A BID GUARANTEE <input checked="" type="checkbox"/> is required <input type="checkbox"/> is not required PERFORMANCE AND PAYMENT BONDS are also required pursuant to Article 12 Sections A, B, and C of the Government of the District of Columbia Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects (Revised January 2007).					
UNIVERSITY OF THE DISTRICT OF COLUMBIA OFFICE OF STRATEGIC SOURCING AND PROCUREMENT					

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

SECTION B: SCHEDULE FOR CONSTRUCTION, ALTERATIONS, REPAIRS PRICE**B.1 STATEMENT OF WORK**

The University of the District of Columbia Capital Planning and Construction Division is seeking a contractor to provide all labor, materials, equipment and supervision for the Building 46E - Roof Replacement Project on the Van Ness Campus. The project shall include but is not limited to Architectural, Plumbing, Mechanical, Electrical, and Security scope as detailed in the “Building 46E Roof Replacement” Construction Drawings and Specifications. The Van Ness Campus is located at 4200 Connecticut Avenue, N.W. Washington, D.C. 20008.

B.2 The University contemplates award of a fixed price contract as authorized by the District of Columbia Procurement Practices Reform Act of 2010 (PPRA) Section 503 and the District of Columbia Municipal Regulations (DCMR) Title 8B Section 3021.

B.3 [PRICE SCHEDULE]

The contractor must bid a lump sum fixed price for the following contract line items (CLINs) as described below.

Contract Line Item No. (CLIN)	ITEM DESCRIPTION	Total Price
B5.001	Building 46E - Roof Replacement	
LUMP SUM BID PRICE		
The Bidder's Price Bid shall include a detailed breakdown in Sections B.6 and B.7 of the total cost proposed		

B.4 ESTIMATED PRICE RANGE

\$800,000.00 - \$1,000,000.00

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

This IFB is designated only for certified small business enterprise (SBE) with a requirement that 35% be subcontracted to small business that is/are certified by the D.C. Department of Small Local Business Development (DSLBD) unless the prime contractor is certified and will perform 100% of the work. Applicable preference points for certified small business enterprise (SBE) pursuant to the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 *et seq.*, as amended shall be applied to price evaluation. Bidders must provide documentation with their bid submission that the certified small business identified in their proposed Subcontracting Plan has agreed to be a part of the contract as stated in the Plan. Bids responding to this IFB may be rejected if the bidder fails to submit a subcontracting plan that is required by law. **Bidders and their subcontractors may apply for DSLBD certification on-line by going to <https://dslbd.dc.gov> and select “Get Certified.”** Questions about certification email should be directed to: cbe.info@dc.gov.

B.6 PRICE BREAKDOWN

B.6.1 The bidder shall complete this breakdown of prices from CLIN B5.001 and submit it with its bid. In case of any discrepancy in the bid price entered here and the lump sum price in B.5001, Building 46E Roof Replacement, Section B.6.1 below shall govern.

DIVISION NO.	DESCRIPTION	TOTAL PRICE BREAKDOWN
Div. 1	General Requirements	
Div. 2	Existing Conditions / Demolition	
Div. 3	Concrete	
Div. 4	Masonry	
Div. 5	Metals	
Div. 6	Wood & Plastics	
Div. 7	Thermal & Moisture Protection	
Div. 8	Openings	
Div. 9	Finishes	
Div. 10	Specialties	
Div. 11	Equipment	
Div. 12	Furnishings	
Div. 13	Special Construction	
Div. 14	Conveying Systems	
Div. 15	Fire Suppression	
Div. 16	Plumbing	
Div. 17	Heating, ventilation and Air Conditioning	
Div. 18	Electrical	
Div. 19	Communications	
Div. 20	Electronic Safety and Security	
Div. 21	Earthworks	
Div. 22	Exterior Improvements	
Div. 23	Utilities	
Div. 24	Transportation	
Div. 25	General Contractors Overhead	
Div. 26	Bonds	
Div. 27	General Contractors Profit	
Div. 28	Construction Contingency	
Section B.6.1 Lump Sum Bid Price (Copy from CLIN 5.001)		

Division means a discrete component of the work for which a separate price is requested. The “Total Price Breakdown” is the sum of all components and must equal the Lump Sum Bid Price.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

Perform all work as detailed in the attached “Building 46E - Roof Replacement” construction drawings and specifications issued as part of this solicitation. The awarded contractor must also comply with all special requirements as detailed below including Bid Walk-trough Questions & Answers, specific changes called out to the November 1, 2019 “Issued for Bid” Drawings & Specifications, or specifically defined supplemental work requests issued to bidders from the University of the District of Columbia.

C.2 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Date
1	Law	District of Columbia Procurement Practices Reform Act	2010
2	Regulation	District of Columbia Municipal Regulations Title 8B Chapter 30	
3	Contract Clauses	Government of the District of Columbia /standard Contract Provisions for Use with District of Columbia Government Construction Projects (Revised January 2007).	January 2007
4	Wage Determination	General Decision Number: DC20210002 Superseded General Decision Number: DC20200002	01/15/2021
5	Living Wage Act	Insert current wage date	Effective January 1, 2021 until June 30, 2021

C.3 DEFINITIONS

These terms when used in this IFB have the following meanings:

- C.3.1 Bid – The term “bid” means a formal response on a document issued by the University bidding to perform a contract for work and labor supplying materials or goods at a specified price according to the terms and conditions herein.
- C.3.2 Bidder – The term “bidder” means person and/or company that has submitted a bid in response to this solicitation.
- C.3.3 Responsive Bid – A responsive bid is one that meets all the bidding requirements of the solicitation.

C.3.4 Responsible Bidder – A responsible bidder is one that meets all the qualification requirements (Standards of Responsibility) in the solicitation.

C.4 BACKGROUND/CHECKS

The Bidder warrants that it will only assign employees who have passed a criminal **background check** to perform work under this **contract**. The **background checks** must demonstrate the worker(s) has/have no convictions or pending criminal charges that would render the worker unsuitable for regular contact with children.

C.5 SCOPE OF WORK

Perform all work as detailed in the attached “Building 46E Roof Replacement” construction drawings and specifications issued as part of this solicitation. The awarded contractor must also comply with all special requirements as detailed below, including Bid Walk-through Questions & Answers, specific changes called out to the November 1, 2019 “Issued for Bid” Drawings & Specifications, or specifically defined supplemental work requests issued to bidders from the University of the District of Columbia.

SPECIAL REQUIREMENTS

On-Time Delivery Requirement

It shall be the awarded contractor’s responsibility to ensure all submittals are approved and all work is completed within the required project duration and by the required completion dates. This includes phasing the work to ensure that no building interiors are exposed to the weather elements at the end of each working day. The on-time delivery requirement also includes ensuring all code inspections are completed under whatever DCRA inspection guidelines are needed to ensure inspections. This requirement includes the use of Third Party inspectors if required to make the delivery schedule. All costs to provide on-time delivery shall be included in the bidders lump sum bid.

Lobby/Building Restrictions

Use of building elevators for small tools and weight-limited materials shall be permitted. Elevator use for material transport is restricted to before 9AM. The Contractor will be responsible for protecting elevators from damage during use and repairing any damage that may occur. All major deliveries using the building elevators must occur before 9AM and be scheduled with the Construction Manager at least 48 hours in advance.

The contractor is responsible for ensuring the building entry and emergency exit points are usable by students and staff during construction and ensuring they are secured after hours. Temporary redirection of foot traffic to alternate entrances will be considered upon request by the awarded GC.

Any Work that disrupts building services or blocks required emergency egress exists must be performed during off or reduced activity hours and is to be scheduled 48 hours in advance with the construction manager.

Building Utility Systems

The contractor will schedule at minimum 72 hours in advance of any utility or building systems shut down required to perform the work. Should a building wide shutdown be required, a minimum of 7 day’s notice will be provided to UDC. At no time shall the contractor disrupt essential services

including during overnight hours without providing temporary services as required to maintain safety and security to the building or its occupants.

Period of Performance

The work as outlined above and detailed in the Construction Drawings and Specifications is being solicited for construction during Spring and/or Summer of 2021. After notice of intent to award has been issued to the established low bidder, the University will work with the intended awardee to establish the Notice to Proceed (NTP) date. Upon issue of the NTP, the Awarded Contractor shall complete all work within 90 days of NTP.

C.6 ACCESS TO THE SPECIFICATIONS AND DRAWINGS

The Specifications and Drawings for BUILDING 46E - Roof Replacement are available via email at mgadson@udc.edu, Michiko Gadson, Contract Specialist or Alan Walsh, Project Manager located at 4200 Connecticut Avenue, Building 38 Room C01.

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

- D.1.1** The Contractor shall deliver materials and equipment in the original, properly labeled, unbroken packages, containers, cartridges or bundles and in such quantities and such ample time that progress of work will not be delayed.
- D.1.2** The Contractor shall protect materials and products against any damage or deterioration during transit to the site, unloading, delivering and storing at site, installation or erection, and during period between installation or erection and final acceptance by the University, that shall include, but not limited to:
- D.1.2.1** Minimum exposure to weather during delivery.
 - D.1.2.2** Storage off ground in dry, well-ventilated spaces.
 - D.1.2.3** Covering, as necessary, for adequate protection from soiling and wetting.
- D.1.3** The Contractor shall provide storage methods that will facilitate inspection and testing before and during the use as follows:
- D.1.3.1** Space for storage of materials and equipment will be approved by the University's Inspector.
 - D.1.3.2** The Contractor shall not occupy more space at the site than is necessary for proper execution of the work.

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for this contract shall be governed by clause number eleven (11), Inspection and Acceptance of the Government of the District of Columbia's Standard Contract Provisions for use with Specifications for District of Columbia Construction Projects (Revised January 2007).

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

E.2 PARTIAL ACCEPTANCE:

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

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

Liquidated Damages

Liquidated damages for the “Building 46E - Roof Replacement” project will be assessed as follows:

<u>Item</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Project Manger	2	\$125.00	\$250.00
Construction Manager	8	\$105.00	\$840.00
MEP QA/QC Inspector	8	\$95.00	\$760.00
Total			\$1,850.00

E.3 FINAL INSPECTION:

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

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

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The work as outlined in the Construction Drawings and Specifications is being solicited for construction during spring and/or summer of 2021. After notice of intent to award has been issued to the established low bidder, the university will work with the intended awardee to establish the Notice to Proceed (NTP) date. Upon issue of the NTP the Awarded Contractor shall complete all work within 90 days of the NTP.

F.2 DELIVERABLES

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

- F.2.1** The Contractor shall submit to the University, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.
- F.2.2** The Contractor shall prepare and submit to the CA, as a deliverable, the summary of progress payment breakdown form, progress payment request form and schedule of values form.
- F.2.2** The contractor shall submit to the Contract Administrator a complete list of all samples, catalogue cuts and shop drawings within 10 days of notice to proceed (NTP).
- F.2.3** The contractor shall submit all the schedules and reports for approval to the CA.
- F.2.4** Prior to final acceptance of the project, the contractor shall submit to the Contract Administrator three (3) copies of operation manuals or instruction manuals for each piece of equipment, mechanical or electrical system.
- F.2.5** The contractor shall submit to the university, as a deliverable, the report described in section H.5 of this contract that is required by the 51% district residents' new hires requirement and first source employment agreement. If the contractor does not submit the report as part of the deliverables, final payment to the contractor may not be paid.
- F.2.6** After final inspection, the contractor shall provide a punch list and report of corrections as specified in section E.3.2.

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

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

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

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the CA specified in Section G.9 below. The address of the CFO is:

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

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

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

G.2.2.2 Contract number and invoice number;

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

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

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

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

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

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

G.3.2 The University shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 ASSIGNMENT OF CONTRACT PAYMENTS

G.4.1 In accordance with 8 DCMR Chapter 30 section ____ the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

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

G.4.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.5 THE QUICK PAYMENT CLAUSE

G.5.1 Interest Penalties to Contractors

G.5.1.1 The University will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

G.5.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.5.2 Payments to Subcontractors

G.5.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the University for work performed by any subcontractor under this contract:

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

G.5.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

G.5.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.5.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.5.3 Subcontract requirements

G.5.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

G.6 CONTRACTING OFFICER (CO)

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

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

G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.7.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.7.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.7.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.8 CONTRACT ADMINSTRATOR (CA)

- G.8.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
 - G.8.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
 - G.8.1.2** Coordinating site entry for Contractor personnel, if applicable;
 - G.8.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
 - G.8.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
 - G.8.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

- G.8.2** The address and telephone number of the CA shall be provided to the awarded contractor.
- G.8.3** The CA shall NOT have the authority to:
1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
 2. Grant deviations from or waive any of the terms and conditions of the contract;
 3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
 4. Authorize the expenditure of funds by the Contractor;
 5. Change the period of performance; or
 6. Authorize the use of University property, except as specified under the contract.
- G.8.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the University, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the General Decision Number: DC20210002 Superseded General Decision Number: DC20200002 issued by the U.S. Department of Labor in accordance with the Davis Bacon Act, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with **Article 1of the SCP**.

H.3 PREGNANT WORKERS FAIRNESS

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

H.3.2 The Contractor shall not:

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

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

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

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

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

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

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

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

(a) New employees at the commencement of employment;

(b) Existing employees; and

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

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

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

H.4 UNEMPLOYED ANTI-DISCRIMINATION

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

H.4.2 The Contractor shall not:

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

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

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

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

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

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

- H.5.1** For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).
- H.5.2** The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:
- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
 - (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.
- H.5.3** The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.
- H.5.4** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
- H.5.5** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.
- H.5.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- H.5.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- H.5.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- H.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **Article 7 after following Title 8B DCMR Section 3066**.
- H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.
- H.6 RESERVED**
- H.7 RESERVED**
- H.8 RESERVED**

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

- H.9.1.1** For all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- H.9.1.2** If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.
- H.9.1.4** Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.5** A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- H.9.1.7** A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.10 FAIR CRIMINAL RECORD SCREENING

- H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the “Act” as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- H.10.2** Prior to making a conditional bid of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

- H.10.3** After making a conditional bid of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.10.4** The Contractor may only withdraw a conditional bid of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.
- H.10.5** This section and the provisions of the Act shall not apply:
- (a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;
 - (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
 - (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
 - (d) To employers that employ less than 11 employees.
- H.10.6** A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Government of the District of Columbia Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects (Revised January 2007) “SCP”) are incorporated as part of the contract.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information relating to any employee or customer of the University in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.4 TIME

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

I.5 RIGHTS IN DATA

Definitions

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

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

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

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

A. Title to Project Deliverables

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

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

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

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

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

C. Subcontractor Rights

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

D. Source Code Escrow

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

agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

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

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

E. Indemnification and Limitation of Liability

The Contractor shall indemnify and save and hold harmless the University, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another University contractor or by any University employee.

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the University will have the right to review and approve prior to its execution by the Contractor. Any such Subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the University, the Contractor shall remain liable to the University for all Contractor's work and services required hereunder.

I.8 INSURANCE

The following chart is only meant as a guide.

MINIMUM INSURANCE REQUIREMENTS
BASIC COVERAGES
<p>Commercial General Liability: Per Occurrence: \$1,000,000 Aggregate: \$2,000,000 Products and Completed Operations: \$2,000,000 Personal/Advertising Injury: \$1,000,000</p>
<p>Automobile Liability: \$1,000,000 per occurrence</p>
<p>Workers' Compensation: See applicable statute for jurisdictional requirement Employers' liability: Each Accident: \$500,000 Employee Disease: \$500,000 Disease-Policy Limit: \$500,000</p>
ADDITIONAL COVERAGES: Requirements to be determined depending on individual contract
<p>Umbrella or Excess Liability: \$2,000,000 to 5,000,000+ (depending on contract)</p>
<p>Professional Liability (E&O): Per Occurrence: \$1,000,000+ (depending on contract) Aggregate: \$1,000,000+ (depending on contract)</p>
<p>3rd Party Crime Insurance: Per Occurrence for Each Wrongful Act: \$50,000 + (depending on exposure)</p>
<p>Sexual Abuse & Molestation (GL): Per Occurrence : \$1,000,000+ (depending on contract) Aggregate: \$1,000,000+ (depending on contract)</p>
<p>Environmental Liability: Per Occurrence : \$1,000,000+ (depending on contract) Aggregate: \$1,000,000+ (depending on contract)</p>
<p>Employment Practices Liability: Per Occurrence : \$1,000,000+ (depending on contract) Aggregate: \$1,000,000+ (depending on contract)</p>

- A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.
1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
 2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
 3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
 4. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the University, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

- D. **CONTRACTOR’S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The University shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION.** The Contractor shall immediately provide the CO with written notice if its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

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

- H. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the University may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor’s Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any offer who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

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

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Government of the District of Columbia Standard Contract Provisions for

Construction Projects

- (4) Contract attachments other than the Standard Contract Provisions
- (5) Bid

I.11 DISPUTES

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

- (a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
 - (1) All claims by a Contractor against the University arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:
 - (i) A description of the claim and the amount in dispute;
 - (ii) Data or other information in support of the claim;
 - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (iv) The Contractor's request for relief or other action by the CO.
 - (2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
 - (3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall consider factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
 - (4) The CO's written decision shall do the following:
 - (i) Provide a description of the claim or dispute;
 - (ii) Refer to the pertinent contract terms;
 - (iii) State the factual areas of agreement and disagreement;
 - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (vi) Indicate that the written document is the CO's final decision; and
 - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

- (5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
- (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a) (6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (6.1) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

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

- (1) The CO shall decide all claims by the University against a contractor arising under or relating to a contract.
- (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
- (i) Provide a description of the claim or dispute;
 - (ii) Refer to the pertinent contract terms;
 - (iii) State the factual areas of agreement and disagreement;
 - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (vi) Indicate that the written document is the CO's final decision; and
 - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
- (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.

- (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
- (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (7) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- (8) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.12 BONDING (SECURITY) REQUIREMENTS

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

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with Specifications for District of Columbia Government Construction Projects (Revised January 2007).
J.2	General Decision Number: DC20210002 Superseded General Decision Number: DC20200002
J.3	Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85 available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.4	Department of Employment Services First Source Employment Agreement available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice attached and available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet attached and available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.7	Tax Certification Affidavit available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.8	Subcontracting Plan available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.9	First Source Agreement & Initial Employment Plan (if contract is \$300,000 or more) available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.10	Drawings (see contact person on page 1).
J.11	Specifications (see contact person on page 1)
J.12	Bond Forms Contact Michiko Gadson mgadson@udc.edu

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

Bidder Certification Form

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

Complete and Include the following with Bid:

1. Bidder /Offeror Certification Form
2. Tax Certification Affidavit
3. EEO Compliance Documents
4. Three Past Performance Evaluations
5. Subcontracting Plan Form
6. Contractor’s Experience Questionnaire Form
7. Revised First Source Employment Plan Between \$300,000.00 and \$5,000,000.00
8. First Source Employment Agreement for Construction Projects

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 PRE-BID CONFERENCE

A pre-bid conference will be held at 11:00 a.m. on Monday, March 15, 2021. Please join the pre-bid conference by dialing **1-206-413-8593 conference ID: 734910717#**. Prospective bidders 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 bidders on the solicitation document as well as to clarify the contents of the solicitation. Attending bidders must complete and sign the pre-bid conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted, and spontaneous answers will be provided at the University's discretion. Verbal answers given at the pre-bid 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-bid conference but no later than five working days after the pre-bid conference in order to generate an official answer. The University will furnish responses via a written amendment to the solicitation which will be posted on the University's website. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidder. Oral explanations or instructions given by University officials before the award of the contract will not be binding. ***Site visit will be conducted by appointment only. Please contact Mr. Alan Walsh at awalsh@udc.edu to schedule an appointment.***

L.2 CONTRACT AWARD

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

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

L.2.1 Most Advantageous to the District

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

L.3 BID ORGANIZATION AND CONTENT

L.3.1 This solicitation will be conducted through hard copies of sealed bids only. The District's Ariba E-Sourcing system will not be used nor will submission by any other electronic means. To be

considered, a bidder must submit the required attachments via mail or hand deliver and receive verifiable receipt at the designated location for submission before the closing date and time.

- L.3.2** All attachments shall be submitted with the sealed bid. The University will not be responsible for corruption of any file submitted. If the submitted file is not legible as submitted, it will not be considered.
- L.3.6** The bidder shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.
- L.3.7** The University will reject any bid that fails to include a subcontracting plan that is required by law.

L.4 REQUIREMENT FOR AN ELECTRONIC COPY OF BIDS TO BE MADE AVAILABLE TO THE PUBLIC

In addition to the bid submission requirements in Section L.2 and L.3 above, the bidder must submit an electronic copy of its bid, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the bidder's bid must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code § 2-536(b) requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District bids following award of the contract, subject to applicable Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful bids will be published on the OCP website in accordance with D.C. Official Code § 2-361.04, subject to applicable FOIA exemptions.

L.5 BID SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF BIDS AND LATE BIDS

L.5.1 BID SUBMISSION, FORM, ORGANIZATION AND CONTENT:

L.5.1.1 Bids must be submitted no later than *2:00 p.m. local time on Monday, April 5, 2021.*

L.5.1.2 Postmarks

L.5.1.3 Bidders shall submit one (1) signed original of the bid. Submissions should be delivered via email to Michiko Gadson at mgadson@udc.edu.

L.5.1.4 Bids shall be submitted in sealed envelope/package conspicuously marked: "Bid in Response to Solicitation No. and Caption *GF-2021-B-0020, Building 46E – Roof Replacement.*

L.5.1.5 Bid Letter (Submit with Price Bid ONLY)

Each Bidder shall submit a bid letter substantially in the form of Attachment J.2.1. Material deviations, in the opinion of the University, from the bid form shall be enough to render the bid non-responsive.

- L.5.2.1 Bids must be submitted not later than the closing date and exact time due. Late bids and/or modifications thereto will be so marked and held by the University as evidence of their lateness (time received), and not considered for award unless the only bid received.
- L.5.2.2 Paper, telephonic, telegraphic, and facsimile bids may not be accepted or considered for award.
- L.5.2.3 It is solely the bidder's responsibility to ensure that its bid is received and recorded in the University Office of Strategic Sourcing and Procurement not later than the exact date and time due according to this solicitation.

L.5.3 **Withdrawal or Modification of Bids**

A bidder may modify or withdraw its bid any time before the closing date and time for receipt of bids. However, the modified or withdrawn bid must be resubmitted prior to the bids exact due date and time to be considered.

L.5.4 **Late Bids**

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

L.5.5 **Late Modifications**

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

L.6 **EXPLANATION TO PROSPECTIVE BIDDERS**

If a prospective bidder has any questions relating to this solicitation, the prospective bidder shall submit the question electronically via e-mail to the contact person identified in this solicitation. The prospective bidder shall submit questions no later than **2:00 PM Monday, March 22, 2021**. The University will furnish responses via email and posting on its web site. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidder. Oral explanations or instructions given by University officials before the award of the contract will not be binding.

L.6.1 **RESTRICTION ON DISCLOSURE AND USE OF DATA**

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

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

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

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

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

L.7 BID PROTESTS

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

L.8 UNNECESSARILY ELABORATE BIDS

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

L.9 RETENTION OF BIDS

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

L.10 BID COSTS

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

L.11 CERTIFICATES OF INSURANCE

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

Mary Ann Harris, Chief Contracting Officer
University of the District of Columbia
Office of Strategic Sourcing and Procurement

4200 Connecticut Avenue NW Bldg. 39 Suite 200C
Washington, DC 20008
Re: Contract: GF-2021-C-0020

L.12 ACKNOWLEDGMENT OF AMENDMENTS

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

L.13 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.13.1 Name, address, telephone number and federal tax identification number of bidder;

L.13.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.13.3 If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.14 FAMILIARIZATION WITH CONDITIONS

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

L.15 GENERAL STANDARDS OF RESPONSIBILITY

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

L.15.1 To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;

- (b) Can comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.*
- (g) Has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.15.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.16 KEY PERSONNEL

L.16.1 The University shall approve specific contractor personnel listed in the bidder's bid to be key personnel for this contract.

L.16.2 The bidder shall set forth in its bid the names and reporting relationships of the key personnel the bidder will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

L.17 CONTRACT AWARD:

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

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

SECTION M - PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

M.1. EVALUATION FOR AWARD

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

M.2 Application of Preferences

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

- M.2.1** Any prime contractor that is a small business enterprise (SBE) certified by the DSLBD will receive the addition of three points on a 100-point scale added to the overall score.
- M.2.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.2.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.2.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.2.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.2.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.2.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.2.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

M.3 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points for bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.3.1 Preferences for Certified Joint Ventures

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

M.3.2 Verification of Bidder's Certification as a Certified Business Enterprise

M.3.3 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any additional documentation regarding its certification as a certified business enterprise.

M.3.4 Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 850N
Washington DC 20001

M.3.4 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.4 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.4.1 Prompt payment discounts shall not be considered in the evaluation of bids. However, any discount bided will form a part of the award and will be taken by the University if payment is made within the discount period specified by the bidder.

M.4.2 In connection with any discount bided, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the University, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the University check.