



PROPOSAL DOCUMENT

REQUEST FOR PROPOSAL NO. GF-2017-R-0030

AGENCY: University of the District of Columbia

PROJECT: Occupant Emergency Program Development Plan

LOCATION: 4200 Connecticut Avenue, NW
Washington, DC 20008

To access our website, please go to:

- www.udc.edu
- Select About
- Under Administration Select Finance
- Under Finance Select Capital Procurement
- See Capital Solicitations

 SOLICITATION, OFFER AND AWARD	1. Solicitation No.	2. Type:		3. Date Issued:	Page																																										
	GF-2017-R-0030	<input type="checkbox"/> Scaled Proposal (RFP) <input checked="" type="checkbox"/> Negotiated (RFP)		1-27-2017	1 of 52																																										
4. Contract Number		5. Requisition/Purchase Request No.		6.																																											
				<input type="checkbox"/> Open Market with set aside for SBE subcontracting (see Section M.1.6) <input type="checkbox"/> SBE Set-Aside (see B.2 & Sec. M) Mandatory 35% CBE subcontracting with Section M.1.5 & M.1.6																																											
7. Issued By:		8. Address Offer To:																																													
University of the District of Columbia Office of Contracts and Procurement Capital Procurement Division 4200 Connecticut Avenue NW Bldg. 39 Suite 200C Washington, DC 20008		Eddie Whitaker, Contracting Officer c/o James Jenkins, Contract Specialist Office of Contracts and Procurement Capital Procurement Division Bldg. 39, Suite 200C Washington, DC 20008																																													
9. For Information Contact ☎	A. Name	B. Telephone (No collect calls)		C. E-Mail Address																																											
	James Jenkins	(Area Code)	(Number)	(Ext)																																											
		202	274-5624		james.jenkins@udc.edu																																										
IMPORTANT – The “offer” section of this form shall be completed by the Offeror																																															
SOLICITATION																																															
NOTE: In sealed Proposal solicitations “offer” and “offeror” mean “Proposal” and “Offeror”																																															
10. Sealed offers in “original” plus <u>4</u> copies to perform the work required shall be received at the place specified in item 8, or hand carried to the Proposal counter located at address shown in item 8 not later than 2:00 p.m. local time on February 24, 2017																																															
11. The University requires performance of work described in strict accordance with the following:																																															
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12. The Contractor shall begin performance and complete all the work within <u> </u> calendar days from the date specified in the written <input type="checkbox"/> Award <input checked="" type="checkbox"/> NTP This period of performance is <input checked="" type="checkbox"/> Mandatory <input type="checkbox"/> Negotiable																																															
13. The contractor shall furnish performance and payment bonds. <input checked="" type="checkbox"/> yes, within <u>5</u> calendar days after receiving the Notice of Intent to Award <input type="checkbox"/>																																															
14. Additional Solicitation Considerations A. All Proposals are subject to the work requirements, provisions and clauses incorporated in this solicitation in full text or by reference B. A PROPOSAL GUARANTEE <input checked="" type="checkbox"/> is required <input type="checkbox"/> is not required.																																															
University of the District of Columbia			Office of Contracts and Procurement																																												

STANDARD FORM A - Dated May 2001

OFFER (Shall be fully completed by offeror)									
15. Name, Company 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 PROPOSAL SCHEDULE (Section B) and in strict accordance with the terms and conditions 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 receipts of amendments to the solicitation (number and date each) See Section L.11)									
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: Office of the Chief Financial Officer 4200 Connecticut Avenue NW Bldg. 39, Suite 200B Washington, DC 20008					26. Submit invoices as instructed in Section G of this solicitation (Contract Administration Data)				
CO WILL COMPLETE ITEM 27 OR 28 AS APPLICABLE									
27. <input type="checkbox"/> NEGOTIATED AGREEMENT (The Contractor is required to sign this documents 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. <input type="checkbox"/> AWARD (The Contractor is 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 (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				
29A. Signature			29B. Date		30A. Signature			30B. Date	

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

B.1 The University of the District of Columbia's Office of Contracting and Procurement's Capital Procurement Division, on behalf of the Office of Public Safety and Emergency Management (the "University") is seeking a qualified contractor to develop an Occupant Emergency Plan.

B.2 DESIGNATION OF SOLICITATION FOR THE OPEN MARKET WITH A 35% DISTRICT CERTIFICED SMALL BUSINESS SET ASIDE REQUIREMENT

This Request for Proposals (RFP) is designated to the Sheltered Market for District of Columbia certified small business enterprise (SBE) Offerors under the provisions of the "Small and Certified Business Enterprise Waiver and Recertification Amendment Act of 2014, L-20-0234, effective March 11, 2015.

B.3 The University contemplates aggregate award of a single fixed priced contract in accordance with Title 8 DCMR Chapter 30 §3021.4(a) and Title 8 DCMR §3021.4(e) for the services specified in Section C.

B.4 SCHEDULE DESCRIPTION

The Contractor shall furnish all management, labor, equipment, materials and supplies necessary to develop an Occupant Emergency Plan for the University in accordance with Section C of this solicitation and the portions of the offeror's proposal accepted by the University.

PRICE SCHEDULE

CLIN	DESCRIPTION	QTY. NTE	UNIT /MONTH	TOTAL
0001	The contractor shall develop an Occupant Emergency Plan for the University in accordance with Section C.	1	JOB	\$

TOTAL PRICE IN WORDS FOR CLIN 0001:

- B.5 The offeror responding to this solicitation shall submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.
- B.6 The offeror responding to this solicitation shall submit with its technical proposal a separate price proposal that provides a breakout of the total cost proposed in Section B.4 above to clearly show how the total cost proposed was determined.

PART I – SECTION C – STATEMENT OF WORK

C.1 SCOPE

The University of the District of Columbia requires a qualified contractor to develop and submit to the University an Occupant Emergency Program Plan according to the terms and conditions of this solicitation as may be amended through negotiation prior to contract award. The contractor shall furnish all of the labor, supplies, equipment, and other resources required to develop and submit the Plan in compliance with the Statement of Work herein, and Attachments J.11 and J.12.

C.2 REQUIREMENTS FOR CLIN0001

The contractor shall assist the University of the District of Columbia Office of Public Safety and Emergency Management by developing a system-wide Occupant Emergency Program inclusive of building/campus specific Occupant Emergency Plans (OEP). The OEP shall address immediate and short-term responses to emergencies and disasters caused by a wide range of threats and hazards, including natural disasters, human-caused technological hazards, terrorist events, and general medical emergencies. The plan allows occupants to better prepare for, respond to, and recover from disasters caused by this wide range of hazards.

To be most effective at protecting life and property, the OEP will:

1. Provide for the safety and security of buildings occupants;
2. Establish an effective, coordinated response to events affecting each of the campuses and their buildings; and
3. Minimize the consequences of disasters and emergency events.
4. Provide clear instruction on roles and responsibilities for all aspects of the preparedness spectrum, from prevention and protection to response and recovery.
5. Meet the specific characteristics, needs, and criteria for each facility. For example, location-specific procedures are added to address unique threats or hazards such as hazardous materials spills or leaks from within or surrounding the facility.
6. Involve coordination with local emergency responders.
7. Consider safety codes and regulations when developing and implementing emergency planning, such as the International Fire Code and NFPA Life Safety Code.
8. Address multi-jurisdictional issues regarding mass care, sheltering, and evacuation.

9. OEP shall be developed in accordance with the District of Columbia Government - District Response Plan (DRP)¹ and the US Department of Homeland Security Occupant Emergency Program Guide (March 2013, or latest release).
10. Provide electronic access to OEP via smart device or tablet
11. Provide the ability for secure mobile communications and information sharing/ collaboration (i.e. during active event and during drills)

University of the District of Columbia Locations:

1. Main Campus – 4200 Connecticut Avenue, NW
2. Community College Campus – 801 North Capitol, NE
3. PR Harris – 4600 Livingston Road, SE
4. Backus – 5171 South Dakota Ave, NE
5. Shadd – 5601 East Capital St, SE (2nd Floor/Wing only)
6. UMUC – 1301 Southern Avenue, SE (2nd Floor Suite only, located in the United Medical Center)
7. Firebird Farm – 12001 Old Baltimore, Pike, Beltsville, MD
8. Aviation Maintenance – National Airport/Hangar

SECTION D: PACKAGING AND MARKING

D.1 The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by [clause number six (6), Inspection of Services] of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be from the date specified in the Notice to Proceed “(anticipated” start date is not later than March 27, 2017) not to exceed July 20, 2017.

F.2 TYPE OF CONTRACT

F.2.1 The University contemplates award of a fixed price contract.

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the University’s requirements and submit each deliverable to the Contracting Officer (C) identified in section G.9 in accordance with the following

F.3.1 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 \$100,000.00 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 H.4).

F.3.2 The Contractor shall submit all reports in writings according to the University required and approved schedules:

F.3.3 The Contractor shall submit a subcontracting plan (See §H.9.2 and Attachment J.1.9) with its proposal for the CO’s approval.

F.4 The Contractor shall submit to the University, as a deliverable, the report described in section H.5.5 which 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, the University shall not make final payment to the Contractor pursuant to section G.3.2.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

G.1.2 The University will pay the Contractor on or before the 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 Contract Administrator (CA) specified in Section G.9. The address of the Chief Financial Officer (CFO) is:

University of the District of Columbia
Office of the Controller/Agency CFO
Accounts Payable Division
4200 Connecticut Avenue NW Bldg. 39 Suite 200B
Washington, D.C. 20008

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

G.2.2.1 Contractor's name, federal tax ID and invoice date (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 may be required by the Contracting Officer, including but not limited to certified payroll data;

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

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

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

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment shall 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 Contracting Officer'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 PAYMENT

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

G.4.1 The amount due on the deliveries warrants it; or

G.4.2 The contractor requests it and the amount due on the deliveries is in accordance with the following:

G.4.2.1 Payment will be made on completion work and University acceptance of each invoice for which the price is consistent with the price Schedules approved by the University with the contractor's proposal and consistent with that included in the Notice to Proceed and any amendment thereto.

G.4.2.2 Payment will be made upon presentation of a properly executed invoice.

G.4.2.3 The University may request and the Contractor shall provide documentation to support all cost associated with its invoice, without which the invoice is not proper.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 8 DCMR 3059, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

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

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The 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.6.1.2 any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

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

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

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

G.6.2.2 The Contractor shall 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.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

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

G.6.3 Subcontract requirements

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

G.7 CONTRACTING OFFICER (CO)

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

Eddie Whitaker, Contracting Officer
Manager of the Capital Procurement Division
Office of Contracting and Procurement
Address: 4200 Connecticut Avenue, NW Building 39 Suite 200C
Washington DC 20008

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.8.3 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.9 CONTRACT ADMINISTRATOR (CA)

- G.9.1 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.9.1.1 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.9.1.2 Coordinating site entry for Contractor personnel, if applicable;
 - G.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
 - G.9.1.4 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 University's payment provisions; and
 - G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.2 The contact information for the CA is:

Ronald Culmer III
Deputy Chief of Police
4200 Connecticut Avenue NW
Washington, DC 20008

G.9.3 The **CA shall NOT** have the authority to:

1. Award, agree to, or sign any contract, delivery order or change to the contract terms and conditions. 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.9.4 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 Wage Determination No. 2015-4281, Revision No. 4, dated 12/30/2016, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 et seq., and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 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 subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the

agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The 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.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. ("First Source Act").

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

(1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and

(2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;

- (c) Job title;
- (d) Hire date;
- (e) Residence; and
- (f) Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor's final request for payment from the University, the Contractor shall:

- (1) Document in a report to the CO the Contractor's compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The CO may waive the provisions of section H.5.4 if the CO finds that:

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

H.5.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the 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 agency Chief Financial Officer and the CA.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the 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 this contract any decision of the CO pursuant to this section H.5.8.

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

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

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

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

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

H.8 WAY TO WORK AMENDMENT ACT OF 2006

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

H.8.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

- H.8.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4 The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.8.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.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.
- H.8.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 et seq.
- H.8.8 The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective

institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, all contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises (SBE's);

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

enterprises are significant participants in the overall subcontracting work.

- H.9.1.3 A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.
- H.9.1.4 Except as provided herein, a prime contractor that is a CBE and has been granted a Proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBE's. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code Section 2-218.63.
- H.9.1.5 A prime contractor that is a certified joint venture and has been granted a Proposal preference pursuant to D.C. Official Code Section 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 CBE's. 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 Section 2-218.63.
- H.9.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- H.9.1.7 A prime contractor that is a CBE and has been granted a Proposal preference pursuant to D.C. Official Code Section 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.9.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it shall subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The plan shall be submitted as part of the Proposal and may only be amended with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the University.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor;
- (2) A current certification number of the small or certified business enterprise;
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor will pay each subcontractor.

H.9.3 Copies of Subcontracts

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

H.9.4 Subcontracting Plan Compliance Reporting

- (1) If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:
 - (A) The price that the prime contractor will pay each subcontractor under the contract;
 - (B) A description of the goods procured or the services subcontracted for;
 - (C) The amount paid by the prime contractor under the subcontract; and
 - (D) A copy of the fully executed subcontract, it was not provided with an earlier quarterly report.
- (2) If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

H.9.5 Annual Meetings

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

H.9.6 Notices

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan

- (1) A Contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required information containing a materially false statement; or (iii) fails to meet its subcontracting requirements,
- (2) A Contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fine in accordance with D.C. Official Code Section 218.63.
- (3) If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have a cause to terminate the contract under the default provisions in clause 8 of the SCP, Default.

H.9.8 Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror is required to subcontract, but fails to submit a subcontracting plan with its Proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

H.9.8.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.9.8.2 A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs is available, by any certified business enterprises;

H.9.8.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

H.9.8.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

H.9.8.5 A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

H.9.8.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting

officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

H.9.8.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the University to determine the extent of compliance by the prime contractor with the subcontracting plan;

H.9.8.8 A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the University's request; and

H.9.8.9 A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

H.9.10 Subcontractor Standards

H.9.10.1 A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

H.10 UNIVERSITY RESPONSIBILITIES

The University shall conduct a pre-award survey to facilitate evaluation of Offeror's eligibility determination pursuant to the requirements of the Responsibility Standards and Special Responsibility Standards herein. Non-responsible Offerors shall be rejected.

H.11 CONTRACTOR RESPONSIBILITIES

H.11.1 The contractor shall provide support data "evidencing" that it meets the General Standards of Responsibility and the Special Standards of Responsibility listed in Sections L.15 and L.16 of this solicitation. Offeror's failure to comply with this requirement shall result in rejection of their Proposal.

H.11.2 The contractor shall give their subcontractors on every tier a copy of their payment bond upon request

H.12 CRIMINAL BACKGROUND CHECKS

The Contractor shall obtain criminal history records to investigate persons applying for employment, in a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for all employees and volunteers. The contractor shall inform all applicants requiring a criminal background check that a criminal background check

shall be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position. The contractor shall obtain from each applicant, employee and unsupervised volunteer:

- A. A written authorization which authorizes the University to conduct a criminal background check;
- B. A written confirmation stating that the Contractor has informed him or her that the University is authorized to conduct a criminal background check;
- C. A signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, or on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any state or territory, or for any of the following felony offenses or their equivalent in any state or territory:
 - i. Murder, attempted murder, manslaughter, or arson;
 - ii. Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
 - iii. Burglary;
 - iv. Robbery;
 - v. Illegal use or possession of a firearm;
 - vi. Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
 - vii. Child abuse or cruelty to children; or
 - viii. Unlawful distribution of or possession with intent to distribute a controlled substance.
- D. A written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
- E. A written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.

The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

- A. To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;
- B. To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph 9C.
- C. To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- D. To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
- E. To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §§22-2405.

The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.

Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, (MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.

The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.

The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The University shall not make any separate payment for the cost of criminal background and traffic record checks.

The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the CA's decision after his or her assessment of the criminal background or traffic record check.

The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his case or her assessment of the criminal background or traffic record check.

The Contractor shall not employ or permit to serve an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, or is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.

Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteers.

An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background check.

The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.

If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the application in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.

Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

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

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

include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.5.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

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

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

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

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

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

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

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

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

RESTRICTED RIGHTS LEGEND

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

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

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the University a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the University under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the University under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the University any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the University's or the Contractor's rights in that subcontractor data or computer software which is required for the University.

- I.5.10 For all computer software furnished to the University with the rights specified in Section I.5.5, the Contractor shall furnish to the University, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the University with the restricted rights specified in Section I.5.6, 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 this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11 The Contractor shall indemnify and save and hold harmless the 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.5.12 Nothing contained in this clause shall imply a license to the University under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the University under any patent.
- I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the University and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

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

1. **Commercial General Liability Insurance.** The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. **Automobile Liability Insurance.** The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. **Workers' Compensation Insurance.** The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
4. **Employer's Liability Insurance.** The Contractor shall provide employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.

4. **Umbrella or Excess Liability Insurance.** The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000.00 per occurrence, including the District of Columbia as additional insured.
5. **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 \$1,000,000.00 per occurrence for each wrongful act and \$1,000,000.00 annual aggregate. The Contractor shall maintain this insurance for five (5) years following the University's final acceptance of the work performed under this contract.
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 \$50,000.00 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
7. **Sexual/Physical Abuse & Molestation.** The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the University of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.
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 \$1,000,000.00 in coverage per incident and \$1,000,000.00 aggregate.
9. **Employment Practices Liability.** The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims which the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of \$1,000,000.00 for each wrongful act and \$1,000,000.00 annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the University's final acceptance of the work performed under this contract.
- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the University, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability

insurance for five (5) years following final acceptance of the work performed under this contract.

C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.

D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

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

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

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

Eddie Whitaker, Contracting Officer
University of the District of Columbia
Office of Contracts and Procurement – Capital Procurement Division
4200 Connecticut Avenue NW Building 39 Suite 200C
Washington, DC 20008

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

The contract awarded as a result of this RFP shall 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) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) Proposal

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.12 GOVERNING LAW

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

I.13 CONTINUITY OF SERVICES

The Contractor recognizes that the services provided under this contract are vital to the University and shall be continued without interruption and that, upon contract expiration or termination, a successor, either the University or another Contractor, at the University's option, may continue to provide these services. To that end, the Contractor agrees to:

- I.13.1 Furnish phase-out, phase in (transition) training; and
- I.13.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- I.13.3 The Contractor shall, upon the CO's written notice:

- I.13.3.1 Furnish phase-in, phase-out services for up to 90 days after this contract expires and
- I.13.3.2 Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the CO's approval.
- I.13.3.3 The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- I.13.3.4 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

I.14 CANCELLATION CEILING

In the event of cancellation of the contract because of non-appropriation for any subsequent fiscal years or any option years, there shall be a cancellation ceiling of zero dollars and zero cents.

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 the Supplies and Services Contracts (July 2010)
J.2	U.S. Department of Labor Wage Determination No. 2015-4281 Revision No. 04 dated 12/30/2016
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85
J.4	Department of Employment Services First Source Employment Agreement
J.5	Living Wage Act of 2006
J.6	Living Wage Act Fact Sheet
J.7	Tax Certification Affidavit
J.8	Bidder/Offeror Certification Form
J.9	Subcontracting Plan
J.10	Past Performance Evaluation Form
J.11	Experience Questionnaire
J.12	District Response Plan 2015
J.13	Occupant Emergency Programs: An Interagency Security Guide March 2013
DOCUMENTS J.1 & J.3– J.11 ARE AVAILABLE ON-LINE AT WWW.OCP.DC.GOV . CLICK "SOLICITATION ATTACHMENTS"	

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF PROPOSAL

Offeror Certifications available at www.ocp.dc.gov click on "Solicitation Attachments" and Attachment J.8.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the University

The University intends to make a single aggregate award from this solicitation to the responsible offeror whose offer conforming to this 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 District may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from the standpoint of cost or price, technical and other factors.

L.2 PROPOSAL ORGANIZATION AND CONTENT

L.2.1 This solicitation **will not** be conducted electronically using the District's Ariba E-Sourcing system. To be considered, an offeror shall submit one original and four copies with its proposal before the closing date and time. Telephonic, telegraphic, and facsimile proposals shall not be accepted.

L.2.2 All attachments shall be submitted with the proposal. The University will not be responsible for corruption of any documents submitted. If the submitted document cannot be viewed as submitted, it will not be considered.

L.2.2 The Offeror shall label and submit its proposal in two parts: (1) technical proposal and (2) price proposal.

L.2.3 Offerors are directed to the specific proposal evaluation criteria in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the University to evaluate the Offerors response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive documentation in support of each evaluation factor and sub-factor in connection with the Statement of Work. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal shall contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements of Section C.

L.2.4 The Offeror shall submit a technical and separate price proposal on all CLINs to be considered for this award. Failure to do so will render the proposal non-responsive.

L.2.5 The offeror shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a Proposal rejection.

L.2.6 The District will reject as non-responsive any proposal that fails to include a subcontracting plan that is required by law.

L.3 FAMILIARIZATION WITH CONDITIONS

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

L.4 PRE-PROPOSAL CONFERENCE

There will be a pre-proposal conference on February 3, 2017 at 1:00 p.m. at the following location:

University of the District of Columbia
4200 Connecticut Avenue NW Bldg. 39 3rd Floor Large Conference Room
Washington, DC 20008

A site walk through will immediately follow the conference.

L.5 PROPOSAL SUBMISSION

Proposals shall be submitted to the following not later than February 24, 2017 at 2:00 p.m.:

Eddie Whitaker, Contracting Officer
Attention: James Jenkins, Contract Specialist
University of the District of Columbia
Office of Contracts & Procurement Capital Procurement Division Manager
4200 Connecticut Avenue NW Building 39 Suite 200C
Washington, DC 20008

L.6 WITHDRAWAL OR MODIFICATION OF PROPOSALS

An offeror may modify or withdraw its proposal at any time before the closing date and time for receipt of proposal.

L.7 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.7.1 Late Submissions

The University will not accept late proposals or modifications to proposal after the closing date and time for receipt of proposals.

L.7.2 Late Modifications

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

L.8 ERRORS IN PROPOSALS

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

L.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person identified on the front page of the solicitation. The prospective offeror shall submit written questions no later than 4:00 P.M. on February 10, 2017 to james.jenkins@udc.edu. The University will not consider any questions received after the deadline stated above. The University will furnish responses via a written amendment from the Contracting Officer. Oral explanations or instructions given by University officials before the award of the contract will not be binding.

L.10 PROPOSAL PROTESTS

Any actual or prospective Offeror or contractor, who is aggrieved in connection with the solicitation or award of a contract, shall file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to Proposal opening or the time set for receipt of initial Proposals shall be filed with the Board prior to Proposal opening or the time set for receipt of initial Proposals. In procurements in which Proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, shall be protested no later than the next closing time for receipt of Proposals following the incorporation. The protest shall 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.

L.11 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation by submitting an original signed copy with its Proposal and other signed copies attached to each copy of the Proposal submitted. The District shall receive the acknowledgment by the date and time specified for receipt of Proposals. An offeror's failure to acknowledge an amendment may result in rejection of its Proposal.

L.12 LEGAL STATUS OF OFFEROR

Each proposal shall provide the following information:

L.12.1 Name, address, telephone number and federal tax identification number of offeror;

L.12.2 A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the Offeror is required by law to make such 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 Proposal shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.12.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.13 CERTIFICATES OF INSURANCE

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

Eddie Whitaker, Contracting Officer
University of the District of Columbia
Office of Contracts and Procurement – Capital Procurement Division
4200 Connecticut Avenue NW Building 39, Suite 200C
Washington, DC 20008

L.13 GENERAL STANDARDS OF RESPONSIBILITY

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

L.13.1 To be determined responsible, a prospective contractor shall demonstrate that it:

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

- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business 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 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, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or 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.13.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

SECTION M: EVALUATION FACTORS

M.1. EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

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

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

M.3 EVALUATION CRITERIA

The total sum of the maximum points for Technical Criteria and Price Criterion is 100 points. Proposals shall be evaluated based on the following evaluation factors in the manner described below:

M.3.1 TECHNICAL CRITERIA (80 Points Maximum)

M.3.1.1 Past Performance (35 Points Maximum)

M.3.1.1.1 Sub factor 1 –The contractor provided janitorial services to a higher education campus that had multiple buildings during the past 3 years (20 points maximum).

M.3.1.1.2 Sub factor 2 – The contractor provided with its proposal satisfactory or above performance evaluations from 2 former customers for similar services within the past two years (maximum 15 points).

M.3.1.2 Quality Control (35 Points Maximum)

M.3.1.2.1 Sub factor 1 - The contractor's organizational staffing plan clearly identifies staffing for the total project (maximum 10 points).

M.3.1.2.2 Sub factor 2 - The contractor's proposal included a chart showing clear lines of communication and reporting (maximum 5 points).

M.3.1.2.3 Sub factor 3 - The contractor's proposal included measurable performance standards (maximum 10 points).

M.3.1.2.4 Sub factor 4 - The contractor's proposal included a clear price reduction table applicable to its proposed performance standards (maximum 10 points).

M.3.1.3 Key Personnel (10 Points Maximum)

M.3.1.3.1 Sub factor 1 - The proposed Project Manager has current LEED AP certification (maximum 5 points).

M.3.1.3.2 Sub factor 2 - The contractor submitted a verifiable resume of the proposed Project Manager that demonstrates five years' experience performing the work required (maximum 5 points).

M.3.2 PRICE CRITERION (20 Points Maximum)

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

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

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

M.3.4 TOTAL POINTS (112 Points Maximum)

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

M.4 EVALUATION OF OPTION YEARS

Not applicable.

M.5 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the "Small, Local, and Disadvantaged 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 District shall apply preferences in evaluating Proposals from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

M.5.1. Application of Preferences

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

M.5.1.1 A prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive a three percent (3%) reduction in the Proposal price for a Proposal submitted by the SBE in response to this Invitation for Proposals (RFP).

M.5.1.2 A prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the Proposal price for a Proposal submitted by the ROB in response to this RFP.

M.5.1.3 A prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a ten percent (10%) reduction in the Proposal price for a Proposal submitted by the LRB in response to this RFP.

M.5.1.4 A prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the Proposal price for a Proposal submitted by the LBE in response to this RFP.

L.5.1.5 A prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the Proposal price for a Proposal submitted by the DZE in response to this RFP.

M.5.1.6 A prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the Proposal price for a Proposal submitted by the DBE in response to this RFP.

M.5.1.7 A prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the Proposal price for a Proposal submitted by the VOB in response to this RFP.

M.5.1.8 A prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the Proposal price for a Proposal 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 (CBE) is entitled under the Act is twelve per cent (12%) for Proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with CBEs.

M.5.3 Preferences for Certified Joint Ventures

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

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

M.5.4.1 Any vendor seeking to receive preferences on this solicitation shall be certified at the time of submission of its Proposal. The CO will verify the Offeror's certification with DSLBD, and the Offeror should not submit with its Proposal any documentation regarding its certification as a certified business enterprise.

M.5.1.4.2 Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

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

M.5.1.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.5.2 SUBCONTRACTING REQUIREMENTS

M.5.2.1 Mandatory Subcontracting Requirements

M.5.2.1.1 Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, all contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises (SBE's);

M.5.2.1.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

M.5.2.1.1.3 A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

M.5.2.1.1.4 Except as provided herein, a prime contractor that is a CBE and has been granted a Proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBE's. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code Section 2-218.63.

M.5.2.1.1.5 A prime contractor that is a certified joint venture and has been granted a Proposal preference pursuant to D.C. Official Code Section 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 CBE's. 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 Section 2-218.63.

M.5.2.1.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

M.5.2.1.1.7 A prime contractor that is a CBE and has been granted a Proposal preference pursuant to D.C. Official Code Section 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.

M.5.3 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it shall subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The plan shall be submitted as part of the Proposal and may only be amended with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor;
- (2) A current certification number of the small or certified business enterprise;
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor will pay each subcontractor.

M.5.4 Copies of Subcontracts

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

M.5.5 Subcontracting Plan Compliance Reporting

(1) If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- (A) The price that the prime contractor will pay each subcontractor under the contract;
 - (B) A description of the goods procured or the services subcontracted for;
 - (C) The amount paid by the prime contractor under the subcontract; and
 - (D) A copy of the fully executed subcontract, it was not provided with an earlier quarterly report.
- (2) If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

M.5.6 Annual Meetings

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

M.5.7 Notices

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

M.5.8 Enforcement and Penalties for Breach of Subcontracting Plan

(1) A Contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required information containing a materially false statement; or (iii) fails to meet its subcontracting requirements,

(2) A Contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fine in accordance with D.C. Official Code Section 218.63.

(3) If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have a cause to terminate the contract under the default provisions in clause 8 of the SCP, Default.

M.5.9 Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror is required to subcontract, but fails to submit a subcontracting plan with its Proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

M.5.9.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

M.5.9.2 A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

M.5.9.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

M.5.9.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

M.5.9.5 A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

M.5.9.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

M.5.9.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

M.5.9.8 A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and

M.5.9.9 A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

M.5.10 Subcontractor Standards

M.5.10.1 A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.