

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

### **L.1 METHOD OF AWARD**

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

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

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

**L.2.1** One original and three (3) copies of the written proposal shall be submitted. The proposals shall be typewritten and submitted per “Section B.3 Price Schedule- Firm-Fixed Price”. Telephonic, telegraphic and facsimile proposals will not be accepted. All items accepted by the University, all pages of the Invitation for Bid (IFB), all attachments and all documents containing the offeror’s offer shall constitute the formal contract. **Each proposal shall be submitted in a sealed envelope conspicuously marked: “Proposal in Response to Solicitation No. GF-2017-B-0056”.**

#### **L.2.1.1 Financial Proposal**

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

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

### **L.3 FAMILIARIZATION WITH CONDITIONS**

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

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

**Proposal must be submitted no later than 2:00 pm local time on July 10, 2017, as specified in Page #2, Section 9.**

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

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

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

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

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

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

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

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

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

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

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

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

#### **L.7 HAND DELIVERY OR MAILING OF PROPOSALS**

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

All contractual correspondence must be directed to:

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

#### **L.8 ERRORS IN PROPOSALS**

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

#### **L.9 QUESTIONS ABOUT THE SOLICITATION**

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

#### **L.10 PROPOSAL PROTESTS**

In accordance with 8 DCMR Section 3066, all protests by interested parties including any actual or prospective Offeror or Contractor who is aggrieved in connection with the solicitation or award of a contract shall be filed in writing to the Contracting Officer (CO) within seven (7) working days after the protestor knew or should have known, whichever

is earlier, of the facts and circumstances upon which the protest is based. The University will not consider protests filed after seven (7) working days. The CO will issue a written decision on the protest within ten (10) working days after receipt of the protest. The protestor may appeal the written decision of the CO within ten (10) working days after receipt of the written decision to the University's Contracts Review Committee (CRC). The CRC shall issue a written decision within thirty (30) calendar days after receipt of the appeal. Any failure by the CRC to issue a written decision within the thirty (30) calendar days shall constitute a denial of the protest and shall authorize the Contractor to appeal the protest to the D.C. Contract Appeals Board (Board). In order for the Board to consider the appeal, the protestor shall file the appeal within ten (10) working days after the protestor receives a written decision from the CRC. The Contractor shall exhaust all administrative review procedures provided herewith fully and properly before appealing to the Board. The Board shall have exclusive jurisdiction to hear and decide protests and appeals from written decisions of the CRC. The Board is located at 717 - 14th Street, NW, Suite 430, Washington, DC 20004.

## **L.11 SIGNING OF PROPOSALS**

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

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

## **L.12 ACKNOWLEDGMENT OF AMENDMENTS**

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

## **L.13 Intentionally left blank**

## **L.14 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

- L.14.1** Name, address, telephone number and federal tax identification number of offeror;
- L.14.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the proposal shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.14.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

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**L.16 Intentionally left blank**

**L.17 GENERAL STANDARDS OF RESPONSIBILITY**

- L.17.1** To be determined responsible, a Contractor must, to the satisfaction of the CO:
  - (a) Have adequate financial resources to perform the contract or the ability to obtain them;
  - (b) Be able to comply with the required delivery or performance schedule;
  - (c) Have a satisfactory performance record;
  - (d) Have a satisfactory record of integrity and ethics;
  - (e) Have the necessary organizational experience, accounting, operational controls, technical skills, or the ability to obtain them;
  - (f) Have the required production, construction and technical equipment and facilities, or the ability to obtain them; and
  - (g) Be otherwise qualified and eligible to receive a contract award pursuant to applicable laws and regulations.
- L.17.2** If the prospective Contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective Contractor to be nonresponsible.