



BID DOCUMENT

INVITATION NO. GF-2014-B-0220


AGENCY: University of the District of Columbia

PROJECT: HVAC and Engineering Services at the University of the District of Columbia

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

To access our website, please go to:

- www.udc.edu
- Select Administration Tab
- Select Capital Procurement
- Select Business Opportunities

 SOLICITATION, BID AND AWARD	1. Solicitation No.: GF-2014-B-0220	2.Type: <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Negotiated (IFB)	3. Date Issued: 09/04/2014	Page 1 of 63
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4. Contract Number	5. Requisition/Purchase Request No.	6. <input checked="" type="checkbox"/> Open Market with set aside for SBE subcontracting (see Section M.1.6) <input type="checkbox"/> SBE Set-Aside (see Sec-B.2 & Sec-M) Mandatory 35% CBE subcontracting requirement in accordance with Section M.1.5 & M.1.6
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7. Issued By: University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW Building 38, Room C04 Washington, DC 20008	8. Address Bid To: University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW Building 39, Room 200C Washington, DC 20008
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9. For information contact:	A. Name: James Jenkins	B. Telephone (No collect calls)			C. E-mail Address
		(Area Code) 202	(Number) 274-5624	(Ext)	james.jenkins@udc.edu

IMPORTANT - The "bid" section of this form shall be fully completed by bidder.

SOLICITATION

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

10. Sealed bids in "original" plus 2 copies to perform the work required will be received at the place specified in item 8, or if hand carried, to the bid counter located at address shown in item 8 until 2:00 PM local time on September 19, 2014.

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

DESCRIPTION	SECTION	PAGE
Solicitation Bid/Award Form	A	1-2
Schedule for Construction, Alterations, Repair, Price	B	3-4
Scope/University Specifications/Drawings	C	5-9
Packaging and makings	D	10
Inspection and Acceptance	E	11
Deliveries and Performance	F	12-13
Contract Administration Data	G	14-18
Special Contract Requirements	H	19-25
Contract Clauses	I	26-34
List of Attachments	J	35
Representations, Certifications and Other Statements of Bidders	K	36-47
Instructions, Conditions and Other Notices to Bidders	L	48-58
Evaluation, Preference Points	M	59-63
The Standard Contract Provisions for Use with Specifications for DC Government Construction Projects dated March 2011		

12. The Contractor shall begin performance and complete all the work within 180 calendar days from the date specified in the written

Award NTP This performance period is Mandatory Negotiable

13. The Contractor shall furnish the required performance and payment bonds.

yes, within ten (10) calendar days after receiving the Notice of Intent to Award no

14. Additional Solicitation Considerations

- A. All bids are subject to the work requirements, provisions and clauses incorporated in this solicitation in full text or by reference
- B. A BID GUARANTEE is required is not required

University of the District of Columbia

Capital Procurement Division

BID (Shall be fully completed by bidder)									
15. Name, Company Name and Address of Bidder (with zip code)				16. Telephone No. ()			18. Remittance Address (if different than item 15).		
				17. E-mail address					
19. The bidder agrees to perform the work required at the prices specified herein and according to the BID SCHEDULE (Section B) and in strict accordance with the terms of this solicitation, if this bid is accepted by the University in writing within 90 calendar days after the date bids are due.									
20. The bidder agrees to furnish any required performance and payment bonds.									
21. ACKNOWLEDGEMENT OF AMENDMENTS									
The bidder acknowledges receipt of amendments to the solicitation (number and date each) See Section L.11									
Amendment Number									
Date									
22. Name and Title of person authorized to sign bid (Type or Print)				22A. Signature			22B. Bid		
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 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 document and return__ copies to the issuing office). The Contractor agrees to furnish and deliver all items or perform all work requirements for the consideration stated in this contract. The rights and obligations of the parties of this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications and specifications incorporated by reference in or attached to this contract.				28. <input type="checkbox"/> AWARD (The Contractor is not required to sign this document). Your bid on this solicitation is hereby accepted. This award consummates the contract which consists of (a) the solicitation and your bid, and (b) this contract award. No further contractual document is necessary.					
29. Name and Title of Contractor or Person Authorized to Sign (Type or Print)				30. Name of CO (Type or Print) Mary Ann Harris					
29A. Signature		29B. Date		30A. Signature		30B. Date			

PART I

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

- B.1** The University of District of Columbia (the "University"), Capital Procurement Division, is seeking a qualified Contractor to provide HVAC and Engineering services to operate, maintain, service, and provide 24/7 emergency services to the power plants and HVAC systems for the University campuses.

The District intends to award a single contract resulting from this Invitation for Bids (IFB) to the responsible bidder whose bid conforms to the IFB is most advantageous to the University.

- B.2** This is a Time and Materials contract based on direct labor hours at specified fixed hourly rates that include wages, overhead, general administrative expenses, profit, and materials at the fixed hourly rates for the items specified in Section B.4.

B.3 SUBCONTRACTING PLAN

Within ten calendar days of notification by the Contracting Officer (CO), any prime Contractor responding to this solicitation shall submit a statement detailing its subcontracting plan for approval by the CO. This plan shall meet the requirements described under Section M.1.9 of this solicitation. A Contractor cannot make any changes to its subcontracting plan without prior written approval by the CO. The approved plan will be incorporated into and become part of the contract.

B.4 OPEN MARKET SOLICITATIONS WITH 35% SUBCONTRACTING SET-ASIDE

This Invitation for Bids is designated as an Open Market Procurement with 35% Subcontracting Set-Aside for certified small business enterprises (SBE) only under the provisions of the "Small, Local, and Disadvantaged Business Enterprise and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the Fiscal Year 2006 Budget Support Act of 2005" as amended.

B.5 PRICE SCHEDULE – FIRMED FIXED PRICE

The bidder shall complete this breakdown of prices and submit it with its bid. In case of any discrepancy in the total bid price entered here and the total bid price in B.5 shall govern.

CLINs
 0001- 0005 HVAC and Operating Engineering
 Services TOTAL BID \$ _____

TOTAL BID PRICE IN WORDS FOR CLINs 0001 – 0005:

CLIN	Item Description	No. of Units	Estimated No. of Hours	Unit Price Per Hour	Total Price
0001	Supervisor/ with a 1 st Class Engineer License	1	2080 hrs.	\$	\$
0002	1 st Class Engineers	4	8320 hrs.	\$	\$
0003	3 rd Class Engineers	2	6240hrs.	\$	\$
0004	HVAC Mechanic	1	2080 hrs.	\$	\$
0005	Maintenance Helper	1	2080 hrs.	\$	\$
Lump Sum Bid Price		Lump Sum Bid Price (copy from CLIN 0001-0005, Section B.5, Part I of IFB)			\$

* DIVISION means a discrete component of the work for which a separate price is requested. The "Total Price Breakdown" is the sum total of all components, and shall equal the Lump Sum Bid Price of CLIN 0001.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The University of District of Columbia (the "University") is seeking a qualified Contractor to provide HVAC and Engineering services to operate maintain, service, and provide 24/7 emergency services to the power plants and HVAC systems for the University campuses.

The Contractor shall be required to operate, maintain, and repair all mechanical systems. The Contractor shall be responsible for providing operations, routine maintenance, schedule maintenance of all power plant and HVAC equipment as needed, refrigeration, exhaust fans, controls, pumps, hot water heater valves, boilers, chillers, cooling towers, air compressors, air handler units, and steam stations. All work shall be performed per manufacturer recommendation and industries standards.

The Contractor shall be required to operate and maintain manually or through controls, all equipment in high temperature water plants to produce and control the amount of steam necessary to meet demands.

The University campuses include the following:

1. UDC Main Campus located at 4200 Connecticut Avenue NW Washington, DC
2. UDC Campus, Building 52, located at 4340 Connecticut Avenue NW Washington DC
3. PR Harris located at 4600 Livingston Road SE Washington, DC
4. Bertie Backus located at 5171 South Dakota Avenue NE Washington, DC
5. The University Resident (house) located at 3530 Rittenhouse Street NW Washington DC

C.2 REQUIREMENTS

C.2.1 MONTHLY SCHEDULING/ REPORTING:

C.2.1.1 The Contractor shall submit a four (4) month projected working schedule, to include operations and maintenance, within thirty (30) days of contract award to the Contract Administrator (CA).

C.2.1.2 The Contractor shall submit a thirty (30) day projected monthly working schedule on operations and maintenance to the CA by the 15th of each month.

C.2.1.3 The Contractor shall submit the following required licenses with this bid. The following required licenses are:

1. DC 1st Class Engineers License
2. DC 3rd Class Engineers License
3. DC Journeyman License with HVAC Certification

C.2.2 SERVICES

The Contractor shall perform the following services:

- C.2.2.1 Respond to emergency work, such as, unexpected breakdowns, power failures, broken water and steam piping.
- C.2.2.2 Maintain daily equipment reading log book and submit the log book to the CA by the 31st of each month. Contractor shall report all discrepancies of reading(s) to the CA.
- C.2.2.3 Monitor and inspect all boiler and HVAC equipment.
- C.2.2.4 Perform switchovers from heating to cooling and from cooling to heating.
- C.2.2.5 Maintain equipment and operations with repairs as needed and/ or if possible in buildings.
- C.2.2.6 Have the ability to adjust firing controls for the correct air fuel mixture, and to adjust feeds and air drafts to get the best combustion efficiency.
- C.2.2.7 Collect samples of boiler water and to follow proper procedures to perform PH balance.
- C.2.2.8 Shall be able to run test to determine such things as acidity, causticity, and alkalinity by using prescribed chemical reagents, color slides, and other standards.
- C.2.2.9 The Supervisor shall identify problems and effectively report their findings immediately, orally, and in writing, to the CA, such as, but not limited to, emergencies, repairs, staffing changes, operational changes, equipment failure, and personnel conflicts to the CA.
- C.2.2.10 Have the ability to repair various systems, circuit equipment, and controls.

C.2.3 EQUIPMENT LIST

The Contractor shall identify all equipment and report the condition of all equipment to the CA within thirty (30) days of contract award. All work is to be performed per manufacture recommendation and industries standards. A partial list of equipment, by campus location is as follows:

C.2.3.1 PR Harris equipment is located at 4600 Livingston Road, SE.

Quantity	Description
3	Kewanee Fire Box Water Boilers
1	Kewanee Fire Box Steam Boiler
1	Lochinvar Domestic Water Heater
1	Boiler Feed Duplex Package System
1	Domestic Hot water Storage Tank
2	Chillers 250.000
2	Cooling Towers
24	AHU's
12	Exhaust Fans EMS Controls Systems

C.2.3.2 University of the District of Columbia campus, Building 52, is located at 4340 Connecticut, Avenue, NW.

Quantity	Description
1	AAON RTU 40 Ton System
3	Mc Quay package HVAC Units with heating coils unit and drives
3	CW Pumps
1	Super Changer Exchanger
2	BAC Cooling Towers
3	Individual server room ductless systems
2	Trane units
1	Mc Quay package HVAC unit with heating coils and drive
2	Cooling towers
180	Mc Quay

C.2.3.3 University of the District of Columbia, main campus, Building 43, is located at 4200 Connecticut, Avenue, NW.

Quantity	Description
27	Mechanical Rooms AHU Pumps, controls, etc.
2	Carrier Centravac Chillers
3	Evapco Cooling Towers
2	750Mbh Clever Brook Boilers

C.2.3.4 Bertie Backus is located at 5171 South Dakota Avenue, NE.

Quantity	Description
2	Renzor Roof Top Units {R+U-1, RTU2} Contractor shall provide, but not limited to, Renzor Roof Top Units; provide preventive maintenance
89	89. York split heat pumps. Contractor shall provide preventive maintenance
9	Provide preventive maintenance to exhaust Fans
1	200 Gall Gas Hot Water Heater

C.2.3.5 The University Resident (house) is located at 3520 Rittenhouse St, NW.

Quantity	Description
1	3 Ton heat pump with indoor AHU
1	2 Ton heat pump with indoor coil

C.2.3.6 The University Airport Hanger No. 2 is located at the Ronald Regan National Airport, in Arlington, VA.

Quantity	Description
1	Carrier 10 ton system
1	Carrier 10 ton AHU with stem coil

C.2.4 EMPLOYEE CONDUCT

C.2.4.1 The Contractor shall be responsible for the actions of its employees, agents, and independent Contractors hereunder and for the payment of all taxes, wages, benefits and other costs associated with such persons. While in University premises, all employees, agents and subcontractors of the Contractor shall comply with all applicable University policies and procedures. The Contractor shall be required to remove any such employee, agent, or subcontractor employees from UDC and UDC - CC at the University's request. In addition, the University will retain the right to require the Contractor at any time to remove from University property any employee, agent, or representative of the Contractor whose conduct, appearance, or performance is reasonably deemed by the University to be unacceptable.

C.3 REPAIRS

C.3.1 Contractor shall repair all damaged equipment. Contractor shall be required to coordinate repairs with Contract Administrator. These repairs shall be identified by contractor with bi-weekly inspection reports. Contractor shall submit plans to repair facilities with the bi-weekly report along with an estimated date of completion. Repairs should cause minimal disruption to campus operations. Contractor shall communicate potential equipment failures that may cause the university to experience an interruption of utilities to the power plant and/or any buildings to Contract Administrator within two (2) hours of discovery.

C.4 SCHEDULES

C.4.1 Contractor is responsible for submitting monthly schedules of personnel to Contract Administrator for approval by the 15th of every month (Section C.2.3). Schedules shall meet, without exception, the university's requirements during "peak" and "off-peak" season demands. Contractor shall gain advanced approval for overtime requests.

C.4.2 The Contractor shall submit a proposed schedule in response to this requirement for staff to be approved by the Contract Administrator.

C.5 INSPECTIONS

C.5.1 Contractor is responsible for the bi-weekly inspections of the university HVAC equipment for the power plant and all buildings and the reporting of changes in condition. All power plant equipment and inventory of mechanical rooms are to be included in reports. All potential equipment failures are to be communicated immediately to Contract Administrator. All non-emergency changes shall be communicated with bi-weekly report along with plans to repair.

C.5.2 Mechanical room inspection reports are required monthly. All mechanical rooms shall be inspected for condition, potential hazards, and safety and communicated to Contract Administrator. Contractor is responsible all repairs inside buildings mechanical rooms.

C.6 POWER PLANT SERVICES

C.6.1 Power Plant and all buildings shall be conditioned by 8am in accordance with the forecasted weather report. Contractor is responsible for making adjustments throughout the day to ensure safety and comfort to building occupants.

C.7 MECHANICAL ROOMS

C.7.1 Contractor is responsible for the maintenance and cleanliness of all mechanical rooms. Monthly condition reports shall be submitted to Contractor Administrator. Rooms shall be free from potential hazards and debris. Lights shall be replaced by contractor. Drains shall be serviced to prevent pooling and flooding of water in all mechanical rooms and power plant.

PART I

SECTION D: PACKAGING AND MARKING

This section is not applicable.

PART I

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for the resultant contract will be governed by clause number five (5), Inspection of Supplies, and 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 March 2007 (Attachment J.1).

E.1.1 Inspection of Services:

- (a) Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.
- (c) The District has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District will perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.
- (e) If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.
- (f) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the District may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the District that is directly related to the performance of such services, or (2) terminate the contract for default.
- (g) Contractor is responsible for the bi-weekly inspections of the university HVAC equipment for the power plant and all buildings and the reporting of changes in condition. All power plant equipment and inventory of mechanical rooms are to be included in reports. All potential equipment failures are to be communicated immediately to Contract Administrator. All non-emergency changes shall be communicated with bi-weekly report along with plans to repair.
- (h) Mechanical room inspection reports are required monthly. All mechanical rooms shall be inspected for condition, potential hazards, and safety and communicated to Contract Administrator. Contractor is responsible all repairs inside buildings mechanical rooms.

PART I**SECTION F: DELIVERIES OR PERFORMANCE****F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of one (1) year from the date of award.

F.2 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the University requirements and submit each deliverable to the Contract Administrator (CA) in accordance with the following:

Section	Deliverable	Quantity	Format/ Method of Delivery	Due Date
C.2.1.1	Twelve (12) month projected Working schedule for Operations and Maintenance	1	Hard copy and soft copy	Within thirty (30) days of contract award
C.2.1.2	Monthly projected working schedule for Operations and Maintenance	1	Hard copy and soft copy	Fifteenth (15) day of the month
C.2.2.1	Daily log of equipment readings	1	Hard Copy and Soft Copy	By the 31 st of each month
C.2.2	List of all equipment and condition of equipment	1	Hard copy and soft copy	Within thirty (30) days of contract award
C.2.3	Monthly schedules of personnel to Contract Administrator for approval Schedules shall meet, without exception, the university's requirements during "peak" and "off-peak" season demands. Contractor shall gain advanced approval for overtime requests.	1	Hard copy and soft copy	Fifteenth (15) day of the month
C.2.4	Monthly condition reports shall be submitted to Contractor Administrator.	1	Hard copy and soft copy	On the 30 th day of each month

F.3 The Contractor shall submit to the District, as a deliverable, the report described in Section H.5.5 of this contract that is required by the fifty-one percent (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 District shall not make final payment to the Contractor pursuant to Section G.3.2.

PART I

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The University will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in specific Task Order, 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 CA specified in Section G.9 below. The address of the CFO is:

University of the District of Columbia
Office of the Controller/Agency CFO
4200 Connecticut Avenue, NW
Washington, DC 20008
Telephone: (202) 274-5488

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

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

G.2.2.2 Contract number and invoice number;

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

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

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

G.2.2.6 Name, title, phone number of 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 No final payment shall be made 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

G.4.1 Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the University if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:

- "Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule".

G.5 ASSIGNMENTS OF CONTRACT PAYMENTS

G.5.1 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 of the District of Columbia (UDC) is a party. The UDC 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 of the Contracting Officer is:

Mary Ann Harris
Chief Contracting Officer
University of the District of Columbia
4200 Connecticut Avenue, NW
Washington, DC 20008
Building 39, Room 200C
Telephone: (202) 274-6313
mharris@udc.edu

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1** The CO is the only person authorized to approve changes to 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 contract information for the Contract Administrator (CA) is:

Alvin Venson
Director, Operations and Maintenance
Office of Facilities and Real Estate
4200 Connecticut Avenue, NW
Building 38, Room C21
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 task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of University property, except as specified under the contract.

G.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:

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 14, date of last revision: 07/25/2014, 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 Attachment J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the University to make available for inspection and copying any record produced or collected pursuant to a University contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA designated in subsection G.10 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a

copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

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

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Attachment J.5) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services ("DOES"); and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

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

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

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

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

- (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or

- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

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

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

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

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

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

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

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

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

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

H.8 WAY TO WORK AMENDMENT ACT OF 2006

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

H.8.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage rate.

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 Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov. If the living wage is adjusted during the term of the contract, the Contractor shall be bound by the applicable wage rate as of the effective date of the adjustment, and the Contractor may be entitled to an equitable adjustment.

H.8.5 The Contractor shall provide a copy of the Fact Sheet attached as J.3 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.3 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.8.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.8.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.8.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

- (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

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

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

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

H.9.2 Subcontracting Plan

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

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.9.2.6** In all subcontracts that bid further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the University to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the University's request; and
- H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

H.9.3 Subcontracting Plan Compliance Reporting

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

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

H.9.4 Subcontractor Standards

- H.9.4.1** A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code §2-353-01.

H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan

- H.9.5.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- H.9.5.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.9.5.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

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 March, 2007 ("SCP") are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on Solicitation Attachments under the heading "Vendor Support Center", then click on "Standard Contract Provisions – March, 2007".

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 University contractor or by any University employee.

I.7 SUBCONTRACTS

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

I.8 INSURANCE

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

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property

damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the University of 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.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.
 5. 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 per occurrence; \$50,000 per aggregate. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the 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 University of the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the University of the District of Columbia.

- E. MEASURE OF PAYMENT. The University shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Mary Ann Harris
Chief Contracting Officer
University of the District of Columbia
4200 Connecticut Avenue, NW
Building 39, Suite 200C
Washington, DC 20008
Telephone: (202) 274-5426
mharris@udc.edu

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

The Certificate of Insurance shall contain language that includes:

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

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 for Supplies and Services (March 2007)
- (4) Contract attachments other than the Standard Contract Provisions
- (5) IFB, as amended
- (6) Bid

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 DISCRIMINATION CLAUSES

I.13.1 Anti-Discrimination Clause:

The Contractor:

- I.13.1.1** Shall not discriminate in any manner against any employee or applicant for employment in violation of Section 211 of the District of Columbia Human Rights Act (DC Law 2-38; DC Official Code Section 2-1402.11);
- I.13.1.2** Shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials;
- I.13.1.3** Shall, along with all subcontractors, post in a conspicuous place available to employees and applicants for employment, a notice setting forth the provisions of the anti-discrimination clause set out in Section 251 of the District of Columbia Human Rights Act (DC Official Code Section 2-1402.51).

I.13.2 Non-Discrimination Clause:

- I.13.2.1** The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.) (“Act” as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.
- I.13.2.2** Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register and Mayor’s Order 2002-175 (10/23/02), 49 DCR 9883, the following clauses apply to this contract:
- I.13.2.2.1** The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
- I.13.2.2.2** The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. The affirmative action shall include, but not be limited to the following:
- (a) employment, upgrading or transfer;
 - (b) recruitment, or recruitment advertising;
 - (c) demotion, layoff, or termination;
 - (d) rates of pay, or other forms of compensation; and
 - (e) selection for training and apprenticeship.
- I.13.2.2.3** The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections I.15.2.2.1 and I.15.2.2.2 concerning non-discrimination and affirmative action.
- I.13.2.2.4** The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection I.15.2.2.2.
- I.13.2.2.5** The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers’ representative of that contractor’s commitments under this nondiscrimination clause and the Act, and shall

post copies of the notice in conspicuous places available to employees and applicants for employment.

- I.13.2.2.6** The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- I.13.2.2.7** The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.
- I.13.2.2.8** The Contractor shall include in every subcontract the equal opportunity clauses, subsections I.15.2.2.1 through I.15.2.2.9 of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- I.13.2.2.9** The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the University to enter into such litigation to protect the interest of the University.

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 (March 2007)
J.2	U.S. Department of Labor Wage Determination (Wage Determination No. 2005-2103, Revision No. 14 dated July 25, 2014)
J.3	Way to Work Amendment Act of 2006 - Living Wage Notice Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.4	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at www.ocp.dc.gov click on “Solicitation Attachments”
J.5	Contractor’s Experience Questionnaire
J.6	Contractor’s Past Performance Evaluation (to be completed by contractor’s customers listed on Attachment J.5 and submitted with bid)
J.7	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on “Solicitation Attachments”
J.8	Tax Certification Affidavit available at www.ocp.dc.gov click on “Solicitation Attachments”

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

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

NOTE: All of documents above, shall be filled out completely, signed, and submitted along with your bid.

K.1 TYPE OF BUSINESS ORGANIZATION

The bidder, by checking the applicable box, represents that

(a) It operates as:

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

(b) If the bidder is a foreign entity, it operates as:

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

K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

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

Bidder: _____

Date: _____

Name: _____

Title: _____

Signature: _____

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

K.3 BUY AMERICAN CERTIFICATION

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

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each bidder shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- a) Each signature of the bidder is considered to be a certification by the signatory that:
- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:
 - i. those prices
 - ii. the intention to submit a contract, or
 - iii. the methods or factors used to calculate the prices in the contract.
 - 2) The prices in this contract have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before contract opening unless otherwise required by law; and
 - 3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- b) Each signature on the bid is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the bidder's organization responsible for determining the prices being bided in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices bided in this Contract and the title of his or her position in the bidder's organization);

 - i. As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - ii. As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- a. If the bidder deletes or modifies subparagraph (a) (2) above, the bidder shall furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

K.6 CERTIFICATION OF ELIGIBILITY

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

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

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

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

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

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

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

does not have a proposed debarment pending; and

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

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

_____	_____
Contractor	President or Authorized Official
_____	_____
Date	Title

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

Subscribed and sworn before me this day _____

At _____
City and State

Notary Seal

Notary Public

K.8 PAYMENT TO SUBCONTRACTOR AND SUPPLIERS CERTIFICATE

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

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

Certification shall be made on the following standard form.

Mary Ann Harris
Chief Contracting Officer
University of the District of Columbia
4200 Connecticut Avenue, NW
Building 39, Suite 200C
Washington, DC 20008
Telephone: 202-274-5426

I hereby certify:

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

Contractor/Company Name

Signature of Official

Date

Title

K.9 EMPLOYMENT AGREEMENT

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

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

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

Date

K-10 Subcontracting Plan – The Contractor shall complete for every Task Order issued.

SUBCONTRACTING PLAN

Page 1 of 2

PRIME CONTRACTOR INFORMATION:

Company: _____ Street Address: _____ City & Zip Code: : _____ Phone Number: _____ Fax: _____ Email Address: _____	Solicitation Number: _____ Contractor's Tax ID Number: _____ Caption of Plan: _____ _____ _____
Project Name: _____ Address: _____ _____ Project Descriptions: _____ _____ _____	Duration of the Plan: From _____ to _____ Total Prime Contract Value: \$ _____ Amount of Contract (excluding the cost of materials, goods, supplies and equipment) \$ _____ Amount of all Subcontracts: \$ _____ LSDBE Total: \$ _____ equals _____ % <div style="display: flex; justify-content: space-between; width: 100%;"> LSDBE Subcontract Value Percentage Set Aside </div>

CONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____% Tier: _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____			Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
Certification Status: <input type="checkbox"/> SBE: <input type="checkbox"/> LBE: <input type="checkbox"/> DBE: <input type="checkbox"/> DZE: <input type="checkbox"/> ROB: <input type="checkbox"/> LRB: <input type="checkbox"/> (check all that apply)				

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

CERTIFICATIONS

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

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

PERSON PREPARING THE SUBCONTRACTING PLAN:

Name: _____ (Print) Telephone Number: () _____ - _____ Fax Number: () _____ - _____ Email Address: _____	Signature: _____ Title: _____ Date: _____
--	---

SUBCONTRACTORS LIST CONTINUED)

Page 2 of 2

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

SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier : _____ 1st, 2nd, 3rd			Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____							
LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; border-collapse: collapse; margin-left: 10px;"> <tr> <td style="padding: 2px;">SBE:</td> <td style="padding: 2px;">LBE:</td> <td style="padding: 2px;">DBE:</td> <td style="padding: 2px;">DZE:</td> <td style="padding: 2px;">ROB:</td> <td style="padding: 2px;">LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:		
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					
SUBCONTRACTOR INFORMATION:										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier : _____ 1st, 2nd, 3rd			Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____							
LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; border-collapse: collapse; margin-left: 10px;"> <tr> <td style="padding: 2px;">SBE:</td> <td style="padding: 2px;">LBE:</td> <td style="padding: 2px;">DBE:</td> <td style="padding: 2px;">DZE:</td> <td style="padding: 2px;">ROB:</td> <td style="padding: 2px;">LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:		
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					
SUBCONTRACTOR INFORMATION:										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier : _____ 1st, 2nd, 3rd			Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____							
LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; border-collapse: collapse; margin-left: 10px;"> <tr> <td style="padding: 2px;">SBE:</td> <td style="padding: 2px;">LBE:</td> <td style="padding: 2px;">DBE:</td> <td style="padding: 2px;">DZE:</td> <td style="padding: 2px;">ROB:</td> <td style="padding: 2px;">LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:		
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					
SUBCONTRACTOR INFORMATION:										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier : _____ 1st, 2nd, 3rd			Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____							
LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; border-collapse: collapse; margin-left: 10px;"> <tr> <td style="padding: 2px;">SBE:</td> <td style="padding: 2px;">LBE:</td> <td style="padding: 2px;">DBE:</td> <td style="padding: 2px;">DZE:</td> <td style="padding: 2px;">ROB:</td> <td style="padding: 2px;">LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:		
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

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

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDORS**L.1 SITE VISIT AND PRE-BID CONFERENCE:**

Prospective bidders are strongly advised to visit the site of the proposed work to inspect and familiarize themselves with the extent of the work. Failure to thoroughly investigate said job conditions will not be accepted as a proper basis for considering an alleged error in bid or for payment of extras under, or revision to, the contract or in another way as grounds for asserting a claim against the University.

- L.1.1** A pre-bid conference to discuss the contents of this solicitation and other pertinent matters will be held at 10:00 a.m. on September 9, 2014, at the following address:

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

- L.1.2** A site visit is scheduled immediately following the pre-bid conference on September 9, 2014, at the project sites. For further information regarding the site visit, the prospective bidders are encouraged to contact the CA at (202) 274-5353.

- L.1.3** Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the University to accept questions from Bidders on the solicitation document as well as to clarify the contents of the solicitation. Attending bidders must complete the Pre-Bid Conference Attendance Roster at the conference so that bidder attendance can be properly recorded.

- L.1.4** Impromptu questions will be permitted and spontaneous answers will be provided at the University's discretion. Verbal answers given at the pre-bid conference are only intended for general discussion and do not represent the University's final position. All oral questions must be submitted in writing following the close of the pre-bid conference but no later than ten (10) calendar days after the pre-bid conference in order to generate an official answer. Official answers will be posted on the UDC website.

The UDC website is; www.udc.edu -- Under Administration tab, select Capital Procurement, select Business Opportunities.

L.2 POST AWARD CONFERENCE:

A post award conference with the Contractor is required. It will be scheduled within 10 calendar days after the date of contract award. The Contractor will be notified of the exact date and time. The conference will be held at the following address:

University of the District of Columbia
Capital Procurement Division
4200 Connecticut Avenue, NW
Bldg. 39, Suite 200-C
Washington, DC 20008

L.3 CONTRACT AWARD:

L.3.1 The University reserves the right to accept/reject Contract Line Items in the bids resulting from this solicitation. The CO may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the University.

L.3.2 Evaluation of Bids: The University intends but is not obligated to make an award to the lowest evaluated bidder, which will be determined by applying, to the lump sum prices offered by each bidder in response to Section B.5, the appropriate preferences for each bidder according to Section M.1.

L.4 PREPARATION AND SUBMISSION OF BIDS:

L.4.1 Bidders shall submit **one (1) signed original** plus **two (2) copies** of the bid. The University will not accept a facsimile copy of a bid as an original bid. Contract Line Items accepted by the University, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the Bidder's offer shall constitute the formal contract.

Each bid shall be submitted in a sealed envelope conspicuously marked on the outside:

"Bid in Response to Solicitation No. "GF-2014-B-0220"

L.4.1.1 The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder.

L.4.1.2 The University may reject as non-responsive any bid that fails to conform in any material respect to the IFB.

L.4.1.3 The University may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation, or if the solicitation package is obtained from any source other than the University's official source listed below. Bidders shall make no changes to the requirements set forth in the solicitation.

L.5 BID SUBMISSION DATE AND TIME-BID OPENING:

L.5.1 Bids must be submitted no later than **2:00 P.M.** local time on **September 22, 2014.**

L.5.2 Bids will be publicly opened by the Capital Procurement Division (CPD) at 4200 Connecticut Avenue, NW, Building 39, Suite 200-C, Washington, DC 20008.

L.6 WITHDRAWAL OR MODIFICATION OF BIDS:

A Bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact opening date/time set for opening of bids.

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

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

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

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

L.7.2 Postmarks

The only acceptable evidence to establish the date of a late 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 bid, 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 bid shall be considered late unless the Bidder can furnish evidence from the postal authorities of timely mailing.

L.7.3 Late Submissions

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

L.7.4 Late Bids

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

L.7.5 Late Modifications

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

L.8 HAND DELIVERY OR MAILING OF BIDS TO:

University of the District of Columbia
Capital Procurement Division
Building 39, Suite 200-C
4200 Connecticut Avenue, NW
Washington, DC 20008

L.9 SUBMISSION OF SUBCONTRACTING PLAN:

L.9.1 Any prime Contractor responding to this solicitation shall submit, within 10 days of the CO's request, a detailed subcontracting plan. This plan shall meet the requirements described under Section M.1.9 of this solicitation.

L.9.2 A Contractor cannot make any changes to its subcontracting plan without prior written approval by the CO. The approved plan will be incorporated into and become part of the contract.

L.10 ERRORS IN BIDS:

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

L.11 QUESTIONS ABOUT THE SOLICITATION:

If a prospective Bidder has any questions relative to this solicitation, the prospective Bidder shall submit the questions in writing to James Jenkins, Contract Specialist, via email at james.jenkins@udc.edu. The prospective Bidder shall submit questions no later than **September 8, 2014**, ten (10) calendar days prior to the opening date indicated for this solicitation. The University will not consider any late questions. The University will furnish responses promptly to all other prospective Bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective Bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.12 FAILURE TO SUBMIT BIDS:

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the CO by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.13 PROTESTS:

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

L.14 SIGNING OF BIDS:

L.14.1 The Contractor shall sign the bid and print or type its name on the bid form in the attached Bid Form Package. Each bid must show a full business address and telephone number of the Bidder 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 bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.

L.14.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the Bidder or Contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid 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. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.15 ACKNOWLEDGMENT OF AMENDMENTS:

The Bidder shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment with their bid submission; (b) by identifying the amendment number and date in the space provided for this purpose in item 20 of page 1 (Solicitation, Offer, Award Form) of the solicitation; or (c) by letter or telegram, including mailgrams. The University must receive the acknowledgment by the date and time of bid submission. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.16 ACCEPTABLE BID GUARANTEES:

L.16.1 A bid guarantee in the amount of 5% of the bid price is required with bids over \$100,000.00. If a bidder fails to provide the required bid guarantee, such failure will require rejection of the bid.

L.16.2 Types of guarantees acceptable to the University:

L.16.2.1 A **bond** provided by a surety licensed to do business in the District of Columbia in accordance with 8 DCMR Chapter 3048.

L.16.2.2 A **certified check or irrevocable letter of credit** issued by an insured financial institution in the equivalent amount of the security; or

L.16.2.3 **United States government securities** that are assigned to the District which pledge the full faith and credit of the United States.

L.17 ACCEPTANCE PERIOD:

The bidder agrees that its bid remains valid for a period of 90 calendar days from the opening date/time of the bid opening. However, if for administrative reasons, the University is unable to make an award within this time period, the CO will request the Contractor and his/her surety to extend the bid bond for an additional sixty (60) days.

L.18 LEGAL STATUS OF BIDDER:

L.18.1 Each bid must provide the following information:

L.18.2 Name, Address, Telephone Number, Federal Tax Identification Number and DUNS Number of Bidder;

L.18.3 District license, registration or certification, if required by law to obtain such license, registration or certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements;

L.18.4 If the Bidder is a partnership or joint venture, names of general partners or joint ventures and copies of any joint venture or teaming agreements; and

L.18.5 The University reserves the right to request additional information regarding the Bidder's organizational status.

L.19 LOCAL OPERATING FACILITIES:

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

LOCAL ADDRESS LOCAL TELEPHONE NUMBER/FAX

CELLULAR NUMBER EMERGENCY NUMBER

EMERGENCY CONTACT PERSON

L.20 TECHNICAL INFORMATION:

For technical information concerning this solicitation, please contact:

Alex Garrett
Project Manager
Capital Construction Division
4200 Connecticut Avenue, NW
Washington, DC 20008

L.21 TITLE OF CORRESPONDENCE, HAND DELIVERY OR MAILING OF SOLICITATION:

All contractual correspondence must be directed to:

Eddie Whitaker
Capital Procurement Manager
University of the District of Columbia
4200 Connecticut Avenue, NW Bldg. 39, Suite 200-C
Washington, DC 20008

L.22 BID DOCUMENTS:

L.22.1 Persons who obtain bidding materials from anyone other than the University's official source located at the Capital Procurement Division, 4200 Connecticut Avenue, NW Building 39, Suite 200-C, Washington, DC 20008, are hereby notified that any addenda/amendments issued under this solicitation, and not acknowledged by a bidder could affect the bid amount and/or responsiveness determinations.

L.22.2 The University assumes no responsibility for furnishing any addenda/ amendments to anyone who obtains bidding materials through other than the official channels.

L.22.3 Amendments/Addenda to bidding documents and bidding material are available from the issuing office, Capital Procurement Division (CPD) and the Office of Contracting & Procurement located at 441 4th Street, NW, Washington, DC. In the unlikely event that the University's or the Office of Contracting and Procurement (OCP)'s website is not functioning correctly or in the event that amendments to a solicitation are made, it is the responsibility of the supplier to check the print media for solicitation information, stop by the CPD located at 4200 Connecticut Avenue, NW, Building 39, Suite 200-C, Washington, DC 20008 or call CPD at (202) 274-6322.

Print media may include The Washington Post, The Washington Times, The Informer, The Afro-American, The Commerce Business Daily, The Washington Examiner, or El Pregonero.

L.23 EXAMINATION OF BID DOCUMENTS AND SITE OF WORK:

Bidders will be held to have:

L.23.1 Checked all measurements and visible features which would in any manner affect the work to be performed.

L.23.2 Verified conditions at the site.

L.24 PAYMENT AND PERFORMANCE BONDS:

Article 12, Sections B and C of the Standard Contract Provisions for Construction Contracts, March 2011, is amended to incorporate the provisions of the University Procurement Regulations, D.C. Official Code § 2-305.04(b), and 8 DCMR § 3051, which require payment bonds to be in an amount not less than 50% of the amount payable by the terms of the contract and performance bonds to be in an amount not less than 100% of the amount payable by the terms of the contract.

L.25 STANDARDS OF RESPONSIBILITY:

L.25.1 Pursuant to 8 DCMR, 3057 (a) through (g), the prospective Contractor shall submit the following documentation, within ten (10) days of the request by the University, in order to be determined responsible:

L.25.1.1 Have adequate financial resources to perform the contract or the ability to obtain them;

L.25.1.2 Be able to comply with the required delivery or performance schedule;

L.25.1.3 Have a satisfactory performance record;

In addition to other requirements herein, the bidder shall:

(a) Identify three (3) HVAC and Operating Engineering projects of similar in nature within the last five (5) years that successfully demonstrate your capabilities to perform work described in Section C. If more than three (3) are submitted, only the first three projects will be considered in the evaluation. For the purpose of this requirement, projects shall be considered similar in nature and of significant size if the project is for a university, school or government agency and with a project value of \$500,000 or more. For each project, provide the period of performance, project amount, and the client name, verifiable telephone number and email address of a contract where HVAC and Operating Engineering Services were performed. Include one letter of reference, with Customer Review or Performance Evaluation, from the client for each listed project.

(b) Provide your qualifications and experience in providing HVAC and Operating Engineering services in a business environment. Identify the vehicles, tools, equipment and supplies used in providing services.

- (c) Identify three (3) relevant problems encountered and detail actions to correct those problems.

L.25.1.4 Have a satisfactory record of integrity and ethics;

L.25.1.5 Have the necessary organizational experience, accounting, operational controls, technical skills, or the ability to obtain them;

In addition to other requirements herein the bidder shall:

- a) Provide professional resume of the Supervisor who will be Contractor's main contact and will provide the over-all supervision of the plant services.
- b) Provide letters of recommendation for the Supervisor from two clients on separate projects.
- c) Provide licenses and certifications for all positions.
 1. Staffing - The Contractor shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operations of the University's power plants and HVAC equipment in accordance with the requirements established by the University.
 2. Supervisor with a 1st Class Engineers License – The Supervisor assigned to the plant operations must be approved in advance by the Contracting Officer (CO). Subsequent changes in assignments shall be made by the Contractor only after prior consultation with, and approval by, the CO. The University expects management continuity (i.e., limited turnover of the Supervisor) in order for the Contractor to meet University expectations and requirements. The supervisor must possess the following credentials:
 - Five (5) years of proven continuous duty in personnel management;
 - Ten (ten) years of experience, in trade, operating and servicing large capacity high pressure steam and chiller plants.
 3. 1st Class Engineers must possess the following credentials:
 - Five (5) years of proven continuous experience, in trade, operating large capacity high pressure steam and chiller plants;
 - Two (2) years trouble shooting and repairing equipment.
 4. 3rd Class Engineers must possess the following credentials:
 - Five (5) years of proven continuous experience, in trade, operating large capacity high pressure steam and chiller plants;
 - Two (2) years of proven continuous HVAC experience;

- Two (2) years of proven continuous experience with pneumatic and electronic controls and servicing equipment.
5. HVAC Mechanic must possess the following credentials:
- Five (5) years of proven continuous experience, as a DC Journeyman, familiar with operating large capacity high pressure steam and chiller plants;
 - Five (5) years of experience operating and servicing commercial HVAC equipment;
 - Five (5) years of experience with HVAC sequence of operating equipment and components;
 - Five (5) years of proven continuous experience with pneumatic and electronic controls.
6. Maintenance Helper must possess the following credentials:
- Two (2) years of proven continuous experience assisting mechanical maintenance technicians, in the HVAC industry;
 - Knowledge of basic hand tools.
7. Administrative Assistant must possess the following credentials:
- Three (3) years of proven continuous experience assisting professionals on a Manager or Director level;
 - Excellent writing, editing, and proof reading skills;
 - Proficient in Microsoft Office 2010 (Outlook, Word, Excel, PowerPoint);
 - Knowledge of general office procedures, supplies, equipment, and services.
8. All candidates proposed for each of the above positions must submit the following documents with this proposal:
- Resume, to include, past performance and technical expertise;
 - DC 1st Class Engineers License;
 - DC 3rd Class Engineers License;
 - DC Journeyman HVAC License;
 - Provide one (1) letter of reference;
 - Provide background check.

- L.25.1.6** Have the required production, construction and technical equipment and facilities, or the ability to obtain them; and
- L.25.1.7** Be otherwise qualified and eligible to receive a contract award pursuant to applicable laws and regulations.
- L.26.1** If the prospective Contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective Contractor to be non-responsible.

PART V**SECTION M: EVALUATION PREFERENCE POINTS****M.1 Preferences for Certified Business Enterprises**

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

M.1.1 Application of Preferences

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

- M.1.1.1** Any prime Contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD), will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this Invitation for Bids (IFB).
- M.1.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this IFB.
- M.1.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the LRB in response to this IFB.
- M.1.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this IFB.
- M.1.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this IFB.
- M.1.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this IFB.
- M.1.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the VOB in response to this IFB.

M.1.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LMBE in response to this IFB.

M.1.2 Maximum Preference Awarded

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

M.1.3 Preferences for Certified Joint Ventures

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

M.1.4 Verification of Bidder's Certification as a Certified Business Enterprise

M.1.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.

M.1.4.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.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.1.5 Mandatory Subcontracting Requirement

M.1.5.1 For construction contracts in excess of \$250,000, at least 35% of the dollar volume of the construction contract shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods and supplies shall not be counted towards this 35% subcontracting requirement unless such materials, goods and supplies are purchased from CBEs.

M.1.5.2 If there are insufficient qualified CBEs to completely fulfill the subcontracting requirement of the preceding paragraph, then the subcontracting requirement 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 CBEs are significant participants in the overall subcontracting work.

M.1.6 Certified Business Enterprises Prime Contractor Performance Requirements

M.1.6.1 If a certified business enterprise is selected as a prime Contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, that certified business enterprise prime Contractor shall perform at least 35% of the contracting effort, excluding the cost of materials, goods and supplies, with its own organization and resources and, if it subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods and supplies, shall be with certified business enterprises.

M.1.6.2 If the total of the contracting effort, excluding the cost of materials, goods and supplies, proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

M.1.7 Prime Contractor Performance Requirements Applicable to Joint Ventures

M.1.7.1 If a certified joint venture is selected as a prime Contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, the certified business enterprise partner of the joint venture shall perform at least 50% of the contracting effort, excluding the cost of materials, goods and supplies, with its own organization and resources and, if the joint venture subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods and supplies, shall be with certified business enterprises.

M.1.7.2 If the total of the contracting effort, excluding the cost of materials, goods and supplies, proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

M.1.8 Performance Requirement for Contracts of \$1 Million or Less

If this is a construction contract of \$1 million or less for which a certified business enterprise is selected as prime Contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, the certified business enterprise prime Contractor shall perform at least 50% of the on-site work with its own work force.

M.1.9 Subcontracting Plan

Within ten calendar days of notification by the CO, any prime Contractor responding to this solicitation shall submit a notarized statement detailing its subcontracting plan. Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer. Each subcontracting plan shall include the following:

- M.1.9.1** A description of the goods and services to be provided by CBEs or, if insufficient qualified CBEs are available, by any certified business enterprises;
- M.1.9.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the CBEs or, if insufficient qualified CBEs is available, by any certified business enterprises;
- M.1.9.3** The names and addresses of all proposed subcontractors who are CBEs or, if insufficient CBEs are available, who are certified business enterprises;
- M.1.9.4** 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.1.9.5** A description of the efforts the prime Contractor will make to ensure that CBEs, or, if insufficient CBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- M.1.9.6** 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.1.9.7** 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 University to determine the extent of compliance by the prime Contractor with the subcontracting plan;
- M.1.9.8** 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 University's request; and
- M.1.9.9** 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.1.10 **Compliance Reports**

By the 21st of every month following the execution of the contract, the prime Contractor shall submit to the contracting officer and the Director of DSLBD a compliance report detailing the Contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

- M.1.10.1** The dollar amount of the contract or procurement;
- M.1.10.2** A brief description of the goods procured or the services contracted for;
- M.1.10.3** The name and address of the business enterprise from which the goods were procured or services contracted;

- M.1.10.4** Whether the subcontractors to the contract are currently certified business enterprises;
- M.1.10.5** The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- M.1.10.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.1.5; and
- M.1.10.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in section M.1.5.
- M.1.11** **Enforcement and Penalties for Breach of Subcontracting Plan**
- M.1.11.1** If during the performance of this contract, the Contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the contracting officer and the Director of DSLBD, and the contracting officer determines the Contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- M.1.11.2** In addition, the willful breach by a Contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.