



BID DOCUMENT

INVITATION NO. GF-2013-B-0090

AGENCY: University of the District of Columbia

PROJECT: Landscape and Lawn Services

LOCATION: 4200 Connecticut Avenue, NW
Washington, DC 20008

To access our website, please go to:

- www.udc.edu
- Select: Information For
- Select: Administration
- Select: Capital Procurement
- Select: Business Opportunities

SOLICITATION, OFFER, AND AWARD			1. Caption			Page of Pages	
			Landscape and Lawn Services			1	68
2. Contract Number		3. Solicitation Number	4. Type of Solicitation		5. Date Issued	6. Type of Market	
		GF-2013-B-0090	<input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		January 17, 2013	<input type="checkbox"/> Open <input type="checkbox"/> Set Aside <input checked="" type="checkbox"/> Open with Mandatory 35% SBE <input type="checkbox"/> Sub-Contracting Set Aside	
7. Issued By: University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW Washington, DC 20008				8. Address Offer to: University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW Washington, DC 20008			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>4200 Connecticut Ave., NW, Bldg. 38, Room C04, Washington, DC 20008</u> until <u>2:00 P.M.</u> local time <u>February 5, 2013</u> (Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact	A. Name		B. Telephone			C. E-mail Address	
	Tonya Mills		(Area Code) 202	(Number) 274-6913	(Ext)	tonya.mills@udc.edu	
11. Table of Contents							
(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	2	X	I	Contract Clauses	39
X	B	Supplies or Services and Price/Cost	3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	6	X	J	List of Attachments	48
x	D	Packaging and Marking	20	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	21	X	K	Representations, certifications and other statements of offerors	49
X	F	Deliveries or Performance	24				
X	G	Contract Administration Data	26	X	L	Instructions, conditions & notices to offerors	61
X	H	Special Contract Requirements	31	X	M	Evaluation factors for award	67
OFFER							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment <input type="checkbox"/>		10 Calendar days %	20 Calendar days %	30 Calendar days %	____ Calendar days %		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number	Date	Amendment Number	Date	
15A. Name and Address of Offeror		16. Name and Title of Person Authorized to Sign Offer/Contract					
15B. Telephone		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
(Area Code)	(Number)	(Ext)					
AWARD (TO BE COMPLETED BY GOVERNMENT)							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	

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

B.1 The University of the University of Columbia (the “University”) is seeking a contractor to provide landscape and lawn services, including all labor, supervision, tools, supplies and commercial grade equipment to maintain three (3) campuses for the University, as described in Section C of this solicitation.

B.2 TYPE OF CONTRACT

This is a Fixed Price Contract for services stated below with a 35% SBE subcontracting effort.

B.3 There is no measurement for the properties listed herein. Bidders are encouraged to visit the sites prior to submitting their bids to familiarize him/herself with the conditions of the grounds at each facility.

B.4 Proposed work consists of fundamental landscape and lawn services for the base bid.

B.5 The University intends to award a single contract resulting from this solicitation to the responsive and responsible, lowest bidder. Bidders shall fill out the unit price and total price of each line item in the Price Schedule. **A bid will be deemed nonresponsive if it does not include pricing on all Contract Line Items (CLIN) in the Price Schedule.**

B.6 DESIGNATION OF SOLICITATION FOR THE OPEN MARKET WITH 35% SBE SET-ASIDE**Preferences for Local Business, Disadvantaged Business, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices located in an Enterprise Zone**

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, or local with a principal office located in an enterprise zone of the District of Columbia.

B.7 FIXED PRICE

The Contractor shall be paid on a monthly fixed price for work performed under this contract for each location in accordance to Section B.9.

B.8 PRICE SCHEDULE**B.8.1 Base Year**

The number of mowing indicated is an ESTIMATE. The University may require more or less depending upon the rate of growth of the grass at each location.

CLIN LOCATION

0001 Van Ness Campus

4200 Connecticut Avenue, NW

a) **Monthly Maintenance \$ _____ X 9 months = \$ _____**
as outlined in Section C.18

b) **Mowing Price Per Cutting \$ _____ X 6 each = \$ _____**

0002 Patricia R. Harris

4600 Livingstone Road, SE

a) **Monthly Maintenance \$ _____ X 9 months = \$ _____**
as outlined in Section C.18

b) **Mowing Price Per Cutting \$ _____ X 6 each = \$ _____**

0003 Burtie Backus High School

5171 S. Dakota Avenue, NE

a) **Monthly Maintenance \$ _____ X 9 months = \$ _____**
as outlined in Section C.18

b) **Mowing Price Per Cutting \$ _____ X 6 each = \$ _____**

Base Year Total: \$ _____

B.8.2 Option Year 1

CLIN LOCATION

0001 Van Ness Campus

4200 Connecticut Avenue, NW

a) **Monthly Maintenance \$ _____ X 9 months = \$ _____**
as outlined in Section C.18

b) **Mowing Price Per Cutting \$ _____ X 6 each = \$ _____**

0002 Patricia R. Harris

4600 Livingstone Road, SE

a) **Monthly Maintenance \$ _____ X 9 months = \$ _____**
as outlined in Section C.18

b) **Mowing Price Per Cutting** \$ _____ **X 6 each = \$** _____

0003 Burtie Backus High School
5171 S. Dakota Avenue, NE

a) **Monthly Maintenance** \$ _____ **X 9 months = \$** _____
as outlined in Section C.18

b) **Mowing Price Per Cutting** \$ _____ **X 6 each = \$** _____

Option Year 1 Total: \$ _____

B.8.3 Option Year 2

CLIN LOCATION

0001 Van Ness Campus
4200 Connecticut Avenue, NW

a) **Monthly Maintenance** \$ _____ **X 9 months = \$** _____
as outlined in Section C.18

b) **Mowing Price Per Cutting** \$ _____ **X 6 each = \$** _____

0002 Patricia R. Harris
4600 Livingstone Road, SE

a) **Monthly Maintenance** \$ _____ **X 9 months = \$** _____
as outlined in Section C.18

b) **Mowing Price Per Cutting** \$ _____ **X 6 each = \$** _____

0003 Burtie Backus High School
5171 S. Dakota Avenue, NE

a) **Monthly Maintenance** \$ _____ **X 9 months = \$** _____
as outlined in Section C.18

b) **Mowing Price Per Cutting** \$ _____ **X 6 each = \$** _____

Option Year 2 Total: \$ _____

SECTION C: SPECIFICATIONS/WORK STATEMENT**C.1 SCOPE:**

The University of the University of Columbia (the “University”) is seeking a contractor to provide all management, supervision, labor, materials, equipment and supplies to provide landscaping services to improve and maintain three (3) campuses for the University campuses.

The purpose of this procurement is to provide landscaping services for one year from the date of award. The Contractor shall be responsible for providing these services as outlined in **Section C** with the goal of having continuous ground maintenance services for the University at all times.

The University reserves the right to add or remove University campuses to this contract during the term of the contract period.

C.2 BACKGROUND

The Van Ness Campus is comprised of a soccer field, amphitheater, tennis courts, planters and a newly renovated plaza with trees and shrubs. The Van Ness Campus also has roof top parking at Yuma Street and natural turf areas at sporadic locations throughout the campus including bushes, flowers and newly planted and aged trees.

The Patricia R. Harris School grounds are covered with natural turf, bushes and trees.

The Burtie Backus High School grounds have flowers and bushes at the front of the campus, turf and trees on the side and rear of the campus.

C.3 REQUIREMENTS**C.3.1 FACILITIES AND LOCATIONS**

The Contractor shall provide landscaping, lawn and snow removal services for the University campuses located at the following locations:

- A) UDC Van Ness Campus located at 4200 and 4340 Connecticut Avenue, NW Washington, DC.

The scope of work and specifications shall include the following:

Landscape Irrigation Systems

The Contractor shall maintain landscape irrigation systems at the soccer field located at the Van Ness campus. The Contractor is responsible for maintaining and adjusting the landscape and operation of landscape irrigation systems.

Scheduling

The Contractor shall apply plant life between March 1st and March 15th of each year or as otherwise directed by the Contract Administrator (CA).

Plant Materials

The Contractor agrees that all plant materials purchased for and installed as part of this contract shall become the property of the University. The Contractor shall purchase and deliver any flowering seasonal replacement and any new plant material which the Contractor shall install on a quarterly basis as part of this contract. The Contractor shall use plant material that is healthy, robust and in good appearance.

The Contractor shall immediately replace or restore damaged landscape plant materials, landscape surfaces, or structures caused for any reason, including but not limited to normal operations, public vandalism, acts of God, rodents, insects, animals, and/or as a result of the Contractor's negligence at no additional cost to the University.

Plant Pits and Location

Plant pits shall be dug one-and-one-half (1½) times the dimension of the root ball. All plants shall be set in the pit on a layer of compacted backfill (topsoil or approved soil mixture) vertically and centered accordingly. The Contractor shall place the most desirable side of the plant toward the prominent view. The Contractor shall backfill all air spaces and voids surrounding the root ball to half the depth of the ball, and then tamped so as to situate the plant in a stable and well aligned position. For balled and bur lapped plants, the Contractor shall fold back and remove accordingly all excess burlap and tying cord. The Contractor shall completely remove all plastic wrapping before the placement of backfill. The Contractor shall backfill the remainder of the pit in order to conform to established grades, tamped, and watered thoroughly, all within the same planting day. The Contractor shall take care during handling, backfilling, tamping and watering to avoid plant damage, especially cracking or breaking of the root ball.

Warranty

The Contractor shall be responsible for a period of one (1) year after completion of work to maintain and guarantee all plant life. Contractor shall immediately replace all plants that are dead, unsightly, or unhealthy at no additional cost.

- B) PR Harris High School site - located at 4600 Livingston Road, SE, Washington, DC.

The scope of work and specification shall include the following:

Scheduling

The Contractor shall apply plant life between March 1st and March 15th of each year or as otherwise directed by the CA.

Plant Materials

The Contractor agrees that all plant materials purchased for and installed as part of this contract shall become the property of the University. The Contractor shall purchase and deliver any flowering seasonal replacement and any new plant material which the Contractor shall install on a quarterly basis as part of this contract. The Contractor shall use plant material that is healthy, robust and in good appearance.

The Contractor shall immediately replace or restore damaged landscape plant materials, landscape surfaces, or structures caused for any reason, including but not limited to normal operations, public vandalism, acts of God, rodents, insects, animals, and/or as a result of the Contractor's negligence at no additional cost to the University.

Plant Pits and Location

Plant pits shall be dug one-and-one-half (1½) times the dimension of the root ball. All plants shall be set in the pit on a layer of compacted backfill (topsoil or approved soil mixture) vertically and centered accordingly. The Contractor shall place the most desirable side of the plant toward the prominent view. The Contractor shall backfill all air spaces and voids surrounding the root ball to half the depth of the ball, and then tamped so as to situate the plant in a stable and well aligned position. For balled and bur lapped plants, The Contractor shall fold back and remove accordingly all excess burlap and tying cord. The Contractor shall completely remove all plastic wrapping before the placement of backfill. The Contractor shall backfill the remainder of the pit in order to conform to established grades, tamped, and watered thoroughly, all within the same planting day. The Contractor shall take care during handling, backfilling, tamping and watering to avoid plant damage, especially cracking or breaking of the root ball.

Warranty

The Contractor shall be responsible for a period of one (1) year after completion of work to maintain and guarantee all plant life. Contractor shall immediately replace all plants that are dead, unsightly, or unhealthy at no additional cost.

- C) The University of the District of Columbia Community College at Bertie Backus Middle School –located at 5171 South Dakota Avenue, NE, Washington, DC.

The scope of work and specification shall include the following:

The Contractor must at all time keep up with the removal of vines from all chain link fences that are erected at the rear and the sides of the facility.

Contractor must also make sure that branches of trees at the entrance and to the left of the facility are trimmed so a minimum height of six feet from the ground is maintained at all times.

- C.3.2** Work shall not be considered completed until the Contractor has removed from the premises all trash, debris, litter, lawn clippings, landscape wastes and materials etc., which accumulate in the performance of work. Containers for handling this material shall be furnished by the Contractor.
- C.3.3** The Contractor shall conduct operations to ensure minimum interference with roads, streets, walks and adjacent facilities.
- C.3.4** There shall be no storage space available at any site. Tools, equipment and supplies shall be transported to each site and removed at the end of each workday.
- C.3.5** All necessary precautions, including the use of appropriate warning signs and barricades, shall be taken to prevent personal injury, damage to property (including existing landscape materials, surfaces, and structures), and/or damage to the environmental when conducting operations.
- C.3.6** All plant materials purchased for and/or installed as part of this contract shall become the property of the University. The Contractor shall purchase and have delivered any seasonal replacement or new plant material to be installed as part of this contract.

- C.3.7** The Contractor shall replace or restore damaged landscaping materials, landscape surfaces, or structures caused by normal operations and/or as a result of the Contractor's negligence at no additional cost to the University.
- C.3.8** **Warranty:** The Contractor shall be responsible for a period of one (1) year after completion of work to maintain and guarantee all plants. Plants that are dead, unsightly, or unhealthy shall be replaced immediately by the Contractor at no additional cost.
- C.3.9** **Installation:** Installation shall consist of seasonal, replacement, and new material totaling no more than fifteen percent (15%) of the existing plant material. Larger installations will not be a part of this contract.
- C.3.10** At the completion of any installation work performed under another contract, the Contractor shall inspect the site with the CA to accept the work. The Contractor and the CA shall come to the agreement on any changes and/or corrections that must be made as part of the installation. When such changes' and/or corrections are completed, the Contractor shall sign a letter of acceptance of the work and shall take immediate charge of the maintenance, responsibility, and liability of all materials, plant and otherwise f the installation.
- C.3.11** **Water Source:** The Contractor may connect to any existing hose bibs, water lines, or other connections which are provided for the purpose of watering at each facility, otherwise water shall be provided by the Contractor. The Contractor shall provide hose, sprinklers, and any other equipment needed to properly apply the correct amount of moisture.
- C.3.12** The University reserves the right to add or delete sites as required. The cost of grass-cutting and landscape maintenance services for additional sites shall be negotiable.
- C.3.13** The Contractor shall locate and mark all underground utilities in areas of work. Plant pits shall be dug one-and-one-half (1 ½) times the dimension of the root ball. All plants shall be set in the pit on a layer of compacted backfill (topsoil or approved soil mixture) vertically and centered accordingly. The most desirable side of the plant shall face toward the prominent view. All air spaces and voids surrounding the root ball shall be backfilled to half the depth of the ball, and then tamped so as to situate the plant in a stable and well aligned position. Fall balled and burlapped plants, excess burlap and tying cord shall be folded back or removed accordingly. All plastic wrapping shall be completely removed before the placement of backfill. Remainder of pit shall then be backfilled conforming to established grades, tamped, and watered thoroughly, all within the same planting day. Care shall be taken during handling, backfilling, tamping and watering to avoid plant damage, especially cracking or breaking of the root ball.
- C.3.14** **Excavated Material and Plant Packaging:** All excavated materials shall be removed from the planting area and all seals, tags, cord, etc., shall be removed from the plants and properly disposed of by the Contractor off site.
- C.3.15** Smaller plants, such as flowers, bulbs and ground cover shall be planted in holes large enough to allow for spreading of roots and at depths recommended for each type of plant.
- C.3.16** **Pots:** Potted plants shall be removed from containers, including peat pots, before planting. All containers shall be properly disposed of by the Contractor off site.

- C.3.17 Included Activities:** Plants may be pruned, sheared wrapped, guyed, staked (2" x 2" x 8" oak stakes or equivalent), and/or treated with antidesicant. At the time of installation, all plants shall be watered, fertilized, edged, cultivated, and mulched in accordance with the standards herein.
- C.3.18 Support Apparatus Removal:** All support stakes, support apparatus, and wrapping shall be removed after one (1) year from date of installation.
- C.3.19 Material Handling:** Upon delivery, the Contractor shall be responsible for the unloading, placing and if necessary, the sustaining of all plant material prior to planting.
- C.3.20 Transplanting:** Planting shall be transplanted, as necessary, to protect plants from damage, to retain design intent, or to implement a new design. Plants shall be dug with a firm ball, retaining as many fibrous roots as necessary to assure full recovery. The root ball shall be wrapped in burlap and tied, and transported carefully to avoid cracking or breaking. Plants shall not be handled by the trunk or stems and the roots or balls of all plants shall be protected from the sun, drying winds, and frost. Care should be taken to keep the root ball moist. Antidesicant shall be applied on all plant material dug while in foliage. All plants shall be planted, maintained, and guaranteed. Disturbed areas from where plants were removed shall be backfilled with topsoil, tamped, raked and shall be covered with either mulch or sod.
- C.3.21 Furnishing Gravel:** Gravel shall be provided for planting and drainage purposes.
- C.3.22 Related Services:** The Contractor shall provide the necessary labor, materials, and equipment to perform landscape related work that is not specifically covered under the contract, such as, but not limited to: Policing ornamental beds; cabling and bracing trees; retaking plants; and, in times of drought, watering plants not covered under "Planter-watering" using a water truck and/or other appropriate means.
- C.3.23 Plant Removal:** The Contractor shall remove shrubs and trees including stumps, which are dead and/or pose a threat to public safety, or are identified by the CA. Disturbed areas where plants were removed, shall be backfilled with topsoil, tamped, raked, and shall be covered with either mulch or sod.

C.4 GENERAL REQUIREMENTS

GRASS CUTTING

- C.4.1** All grass areas identified in accordance with this solicitation shall be mowed and maintained at a height of three (3) inches at all times. Areas to be cut shall be policed prior to mowing to remove any paper, stones, or debris, which may have accumulated. Accumulating clippings on the turf shall be collected and removed from the site.
- C.4.2 Rough Cut:** Only in those areas not identified as manicured lawn, the Contractor shall cut grass at approximately one-half (V2) the number of frequencies as manicured lawn areas. Rough cut areas do not require removal of accumulated clippings, edging or trimming.
- C.4.3 Trimming:** Trimming around monuments, fences, poles, walls, signs, etc., shall be done each time the grass is cut. Trimming height is to be the same height as the cut grass.

C.4.4 Edging: Edging around curbs, walks, ornamentals, etc., shall be done each time the grass is cut. A well defined line must be established and maintained.

C.4.5 Lawn Planting: Lawn areas containing naturalized plantings of flowering plants shall not be mowed until their foliage has turned yellowish-brown and died back to the ground.

C.5 MULCHING

C.5.1 Mulch shall be commercial grade shredded hardwood bark or equivalent and placed around the following:

- Shrubs
- Ground Cover
- Flower Beds
- Perennials
- Trees
- Ornamentals

C.5.2 All areas to be mulched shall be raked, debris removed, edge re-established, and any excessive mulch/soil buildup removed prior to mulch application. All ornamentals, including borders and openings within round cover beds shall be mulched, but only after fertilizer has been applied.

C.5.3 Scheduling: Application shall be between March 1st and March 15th of each year.

C.6 WEEDING

C.6.1 Weeds shall be removed from the following areas:

C.6.2 Ornamentals: Trees, shrubs, ground cover and herbaceous perennials shall be weeded on the average of once every two (2) weeks, or as necessary, to maintain a weed free condition.

C.6.3 Non-planted Areas: Parking lots, sidewalks, gravel areas, etc., shall be weeded on the average of once every month, or as necessary, to maintain a weed free condition.

C.7 FERTILIZING

C.7.1 Fertilizing shall be completed prior to mulching and applied to the following:

- Trees
- Shrubs
- Ground Cover
- Turf

C.7.2 Granular or liquid formulations shall be used for turf. Plant material should be healthy, robust and in good appearance as a result of fertilization.

C.7.3 Scheduling: Application for trees, shrubs, ground cover, and herbaceous perennials shall be between March 1st and March 15th of each year. Application for turf shall be included with turf renovation (August) and a second application, if required, shall follow six (6) to eight (8)

C.8 PRUNING

C.8.1 All trees and shrubs, including deciduous and evergreen, are to be pruned and shaped.

- Trees
- Shrubs
- Ground Cover

C.8.2 The Contractor's on site supervisor performing pruning services shall be a certified Arborist or have equivalent experience. Workers shall be under the strict supervision of the on-site supervisor.

C.9 SHEARING

C.9.1 **Shrubs and Trees:** Formal shrubs (hedges, etc.) and formal trees shall be sheared/clipped once every thirty (30) days or as needed during the growing season (April through September). The first shearing shall be performed when new growth reaches three (3) inches. Informal shrubs, including flowering, shall be sheared to maintain proper size while retaining the natural characteristics of the plants.

C.9.2 **Ground Cover:** During the growing season all ground cover, with the exception of liriopse, shall be trimmed as needed with prior approval through the CA. Liriopse shall be sheared prior to mulch being applied. Care shall be taken not to damage Spring flowering bulbs.

C.9.3 **Bulbs:** In those areas where bulbs have been planted among other plants, especially within herbaceous perennial and ground cover beds and borders, the leaves shall be bundled and tied once the bloom period is over. When the foliage of the bulbs has matured and turned brown the leaves shall then be sheared and removed.

C.10 CORE CULTIVATION

C.10.1 Coring shall be performed at least once a year, conditions permitting, and prior to the first application of pre-emergent and post emergent herbicides to the turf. Any additional coring later in the season shall be approved by the CA prior to commencement. In the areas with underground irrigation systems, only walk- behind aerators shall be used. Coring shall be performed as follows:

- Locate and mark all underground irrigation heads.
- Core aerate the entire lawn in two (2) directions to a depth of at least two (2) inches.

C.10.2 After coring is completed, the area shall be dragged to break up cores and to redistribute the soil.

C.10.3 **Scheduling:** Annual core cultivation shall occur in March of each year.

C.11 PEST CONTROL

- C.11.1** The Contractor shall be responsible for developing and adhering to an "Integrated Pest Management" (IPM) Program.
- C.11.2 **IPM Surveys:**** The Contractor shall perform site surveys monthly, with the exception of December, January and February that identify and continually monitor pest infestations or disease occurrences. Surveys shall be submitted with the monthly work schedule for approval by the CA.
- C.11.3 **Insect and Disease Control:**** As determined through IPM surveys, only those specific ornamentals and lawn areas that have pest or disease problems shall be treated according to accepted practices.
- C.11.6 **Turf:**** If IPM surveys indicate a need, lawn areas shall be treated as necessary.
- C.11.7 **Fences:**** Fences shall be treated on the average of four (4) times every year (approximately April, June, August and October), or as necessary, to maintain a six inch bare strip on both sides. Perimeter security fences, except those that lie within or adjacent to delineated wetlands, shall also be maintained.
- C.11.8 **Kudzu:**** Kudzu shall be treated on the average of six (6) times every year, or as necessary, when actively growing, killed, and completely removed.

C.12 PLANTER WATERING

- C.12.1 **Planter Definition:**** Planters are defined as any structure made to contain plants, with or without a natural bottom, and includes any planting in a court, on a roof, in deck areas or plazas, and any planting which is not on grade with its contiguous surroundings. Planters may include grounds as identified by the CA.
- C.12.2** The Contractor shall be required to water ornamentals and turf that are in planters on a regularly scheduled basis. Contractor personnel shall possess knowledge of the requirements of all plant material under this contract to assure that water is applied in the proper amount at the appropriate time. Adequate soil moisture necessary to encourage growth and development must be maintained without eroding planter soil or allowing surface puddling. A complete watering entails the use of all available hose bibs and/or any other means necessary, including use of a water truck, to water the entire premises. Plant material should be healthy, robust, and in good appearance as a result of planter-watering.
- C.12.3 **Quantity:**** The Contractor is required to apply sufficient water to penetrate a minimum of six (6) inches. Care shall be exercised when watering excessively dry planters.
- C.12.4 **Underground Irrigation Systems:**** In areas where there is automatic underground irrigation, the Contractor may be responsible for operating the control box.

C.13 SEASONAL DISPLAY BED AND PLANTER PREPARATION

- C.13.1** Preparation shall be performed at each installation of seasonal plants and as requested by the CA, as follows:

C.13.2 Soil Preparation: The Contractor shall clean soil of all surface growth and till, until clumps and clods have been broken up. Depth of tilling shall be no less than six (6) inches. Prior to planting, one (1) inch of shredded sphagnum peat moss (horticultural grade) or equivalent, one (1) inch of clean builder's sand, and/or one (1) inch of compost shall be evenly spread over the planting area and tilled into the soil.

C.13.2.1 Peat Moss: Peat moss shall be evenly spread over the planting area and tilled into the soil.

C.13.2.2 Sand: Sand shall be clean builder's sand or equivalent, free of toxic materials, and shall be evenly spread over the planting area and tilled into the soil.

C.13.2.3 Compost: Compost shall be evenly spread over the planting area and tilled into the soil.

C.13.3 Soil Amendment Incorporation: The Contractor shall apply and mix into the soil two (2) pounds of 5-10-5 fertilizer or equivalent, per one-hundred (100) square feet of area when installing annual flowers, and three (3) pounds of commercial grade cooked bone meal or equivalent, per one-hundred (100) square feet of area when installing bulbs (Fall).

C.13.4 Finished Grade: The Contractor shall rake over keeping within existing grade, but with a slight roll towards the center. The flower bed or planter shall be neat in appearance with a well defined edge.

C.13.5 Material Handling: All flowers and bulbs shall be furnished by the Contractor. Plants (including bulbs) shall be treated with care at all times. They shall not be dropped, thrown, or handled in any manner that would be detrimental to overall plant development.

C.13.6 Planting: Plants shall be placed in holes large enough to allow for spreading of roots and at depths recommended for each type of plant. Space of plants will be prescribed by the CA. The CA or designee will provide the Contractor with a drawing, plan, or verbal description of how plants are to be planted.

C.13.7 Watering: The Contractor shall be responsible for watering the plants immediately following planting. Care shall be taken not to disturb plants, or to induce excessive run off.

C.14 SEASONAL DISPLAY BED AND PLANTER MAINTENANCE

C.14.1 To ensure that plant materials are kept in a healthy and robust condition with a good appearance at all times, the Contractor shall provide a maintenance program implemented by personnel who possess knowledge of the cultural requirements of all plant material under this contract. The program shall include, but not limited to, the following:

C.14.1.1 Watering: The Contractor shall water plants as required, to maintain soil moisture necessary to encourage growth and development of flowers, and shall be required to apply water when testing or casual appearance indicate additional need.

C.14.1.2 Weeding and Cultivation: The Contractor shall keep flower beds and planters free of weeds at all times. During the growth season, after weeding the Contractor shall cultivate and restore edges where needed at least once every two (2) weeks.

C.14.1.3 Trimming and Pinching: Spent blooms, dead foliage, and unusual sprouts shall be removed. New growth shall be pinched to encourage a denser habit.

C.14.1.4 Fertilization: In July and at any other time requested, two (2) pounds of 5-10-5 fertilizer or equivalent, per one-hundred (100) square feet of area shall be applied.

C.14.1.5 Pest and Disease Control: If pests or disease become evident and appropriate pest control shall be provided by the Contractor.

C.14.1.6 Winter Protection: If necessary, after bulbs have been planted, the Contractor shall provide and install protective fencing around the perimeter of flower beds and planters to discourage pedestrian traffic.

C.14.1.7 Removal of Plants: After bulbs have flowered in the Spring and annual flowers have expired in the Fall, all plants shall be removed. Flower beds and planters shall then be cleaned and made ready for the next tilling. Care shall be taken not to remove excessive amount of soil. All planters shall at all times contain seasonal plants.

C.15 TURF RENOVATION

C.15.1 If required, turf shall be renovated as follows:

1. Locate and mark all underground irrigation heads.
2. Cut grass to a height of three (3) inches.
3. Perform one of the following, as approved by the CA:
 4. Vertically mow, rake, and remove all debris. Core aerate.
 5. Fertilizer grass.
 6. Overseed at the rate of four (4) pounds of seed per one-thousand (1000) square feet of area or as appropriate.
 7. Immediately after seeding, the entire area shall be watered and then kept moist until even germination is achieved.
 8. Each building or site, shall be completely renovated before starting work at a new location.

C.15.2 Scheduling: Turf shall be renovated between August 15th and September 15th of each year.

C.16 LEAF REMOVAL

The Contractor shall remove leaves, as necessary, to maintain a neat and clean appearance. The Contractor shall remove throughout the contract year minor accumulations due to isolated leaf drop and shall check all storm drain openings on the premises and remove any leaves or debris that have accumulated. The Contractor's performance of this work shall be done in a

careful manner that maintains mulch in a neat and clean appearance without substantial reduction in mulch depth or damage to herbaceous or woody plant material.

C.17 ADDITIONAL SERVICES

As requested by the Contracting Officer (CO), the Contractor shall provide the following services:

- C.17.1 Furnishing Topsoil:** Topsoil shall be provided for planting, top dressing, leveling, and earth working purposes. Areas shall be cleared of all growth and debris, scarified, filled with topsoil, tamped and raked. Placement of topsoil shall meet existing grade, with allowance for sod in lawn areas.
- C.17.2 Sodding:** Bare ground requiring immediate coverage with turf shall be sodded with a certified mixture of ninety percent (90%) tall fescue, an approved tall fescue cultivar and ten percent (10%) Kentucky blue grass, or the local premium species and/or variety mixture, as approved by the CA. Sod shall be in a healthy, vigorous condition, well established uniform in color and density, and free of pests. Sod shall be cut a minimum of one (1) inch thick and transplanted within twenty-four (24) hours from time of being harvested. Areas to be sodded shall be cleared of all debris and raked smooth. Soil shall be loose and workable, but firm enough to provide proper footing. Sod laid on extreme slopes shall be installed at right angles to the slope and shall be anchored until firmly rooted, by placing anchors a minimum of two (2) anchors per sod section. The completed surface shall be uniform and conform to existing grade. Sod shall be thoroughly watered after installation and kept moist until it becomes thoroughly established. If necessary, the Contractor shall provide and install protective fencing. A Quote will be requested by the Government
- C.17.3 Seeding:** Bare ground and poorly performing areas not requiring immediate coverage with turf shall be cleared of all debris and unwanted vegetation, and raked smooth. Seed shall be applied at the rate of six (6) pounds of seed per one thousand (1000) square feet of area or as needed. Immediately after seeding, the area shall be mulched and then watered and kept moist until even germination is achieved. If necessary, the Contractor shall provide and install protective fencing.
- C.17.4 Site Excavation :** Site excavation shall consist of the removal and disposal of soil and hard and compacted materials, such as disintegrated rock, debris, etc. for the purposes of planting. The Contractor shall locate and mark all underground utilities in areas of such work. Excavation does not include drilling or blasting.
- C.17.5 Planting Preparation:** Mulch as defined in C.5.
- C.17.6 Planting:** Plants shall be installed, as required, to replace dead or damage plants, to retain design intent, or to implement a new design. All planters shall always contain seasonal plants.

C.18 GROUND MAINTENANCE PROGRAM TASK

Ground maintenance program tasks shall include, but not be restricted to, the following monthly tasks:

MARCH

1. Prune trees, clip/share vines, hedges and shrubbery.
2. Remove underbrush, trim fence line, guard rails, sign posts, walls and flag poles.
3. Mulch all beds and trees to three (3) inches in depth.
4. Clean-up all debris generated from pruning, clipping and shearing.
5. Police entire site, mow, edge and collect grass.
6. Apply herbicide along fence lines and sidewalks.
7. Apply fertilizer to lawns, beds and trees.

APRIL

1. Aerate lawn area.
2. Regrade, seed and sod as necessary.
3. Trim, clip and shear vines, hedges and shrubbery after trim, clip and shear vines, each mowing.
4. Weed beds and turn mulch, adding new mulch if necessary to maintain three (3) inches in depth.
5. Clean-up all debris generated from pruning, clipping and shearing.
6. Police entire site, mow, edge and collect grass.
7. Apply lime to grass areas.

MAY

1. Shear, clip and trim hedges, vines and shrubbery.
2. Weed and mulch all beds and trees to maintain three (3) inches in depth.
3. Replant shrubs and vines.
4. Clean-up all debris generated from pruning, clipping and shearing.
5. Police entire site, mow, edge and collect grass.
6. Irrigate lawn and beds.
7. Spray shrubbery, trees and vines.

JUNE

1. Shear, clip and trim hedges, vines and shrubbery.
2. Weed and mulch all beds and trees to maintain three (3) inches in depth.
3. Clean-up all debris generated from pruning, clipping and shearing.
4. Police entire site, mow, edge and collect grass.

5. Irrigate lawns and beds.

JULY

1. Shear, clip and trim hedges, vines and shrubbery.
2. Weed and mulch all beds and trees to maintain three (3) inches in depth.
3. Clean-up all debris generated from pruning, clipping and shearing.
4. Police entire site, mow, edge and collect grass.
5. Spray trees, shrubs and vines.
6. Irrigate lawns and beds.

AUGUST

1. Shear, clip and trim hedges, shrubbery and vines.
2. Weed and mulch all beds and trees to maintain three (3) inches in depth.
3. Clean-up all debris generated by shearing, clipping and trimming.
4. Police entire site, mow, edge and collect grass.
5. Irrigate lawns and beds.

SEPTEMBER

1. Shear, clip and trim hedges, shrubbery and vines.
2. Aerate and seed.
3. Weed and mulch all beds and trees to maintain three (3) inches in depth.
4. Clean-up all debris generated by shearing, clipping and trimming.
5. Police entire site, mow, edge and collect grass.
6. Irrigate lawns and beds.

OCTOBER

1. Sod and seed sites as necessary.
2. Shear, clip and trim hedges, shrubbery and vines.
3. Weed and mulch all beds and trees to maintain three (3) inches in depth.
4. Clean-up all debris generated from shearing, clipping and trimming.
5. Police entire site, mow, edge and collect grass.
6. Apply lime to all grass areas.

NOVEMBER

1. Shear, clip and trim hedges, shrubbery and vines.
2. Prune trees.
3. Weed and mulch all beds and trees to maintain three (3) inches in depth.
4. Clean-up all debris generated from pruning, shearing, clipping and trimming. All underbrush must be removed.
5. Police entire site, mow, edge and collect grass.
6. Fertilize plants and shrubs.

SECTION D: PACKAGING AND MARKING

This section is not applicable for this solicitation

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for this contract shall be governed by clause number five (5), Inspection of Supplies, and six (6), Inspection of Services, of the Government of the University of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.

E.1.1 Inspection Of Supplies:

(a) Definition. "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor's failure to cure within ten (10) days after date of notification, the University may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.

(c) The Contractor shall provide and maintain an inspection system acceptable to the University covering supplies under this contract and shall tender to the University for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the March (2007) SCP. 2 system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the University during contract performance and for as long afterwards as the contract requires. The University may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.

(d) The University has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The University will perform inspections and tests in a manner that will not unduly delay the work. The University assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.

(e) If the University performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the University will bear the expense of District inspections or tests made at other than Contractor's or subcontractor's premises; provided, that in case of rejection, the University will not be liable for any reduction in the value of inspection or test samples.

(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest

(f) The University has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in

conformity with contract requirements. The University may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.

(h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the University may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) If this contract provides for the performance of District quality assurance at source, and if requested by the University, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for District inspection.

(j) The University request shall specify the period and method of the advance notification and the University representative to whom it shall be furnished. Requests shall not require more than 2 business days of advance notification if the University representative is in residence in the Contractor's plant, nor more than 7 business days in other instances.

(k) The University will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. District failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the University, for non-conforming supplies.

(l) Inspections and tests by the University do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the University, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the University will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to

replace or correct such supplies and charge to the Contractor the cost occasioned the University thereby.

E.1.2. 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 University covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the University during contract performance and for as long afterwards as the contract requires.

(c) The University 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 University will perform inspections and tests in a manner that will not unduly delay the work.

(d) If the University 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 University 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 University 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 University may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the University that is directly related to the performance of such services, or (2) terminate the contract for default.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES**F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of one (1) year from date of award specified on the cover page of this contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The University may extend the term of this contract for a period of two (2) option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the University will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the University to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

F.2.3 The fixed price for the option period shall be as specified in the Section B of the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

F.2.5 The exercise of this option is subject to the availability of funds at the time of the exercise of the option.

F.2.6 During any option period, contract requirements and deliverables remain the same as those of the base period.

F.3 DELIVERABLES

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

Deliverable	Format/Method of Delivery	Due Date	To Whom
Quality Control Program	Hard copy and soft copy	Post Award Conference	CA
Key Personnel Resumes	Hard copy and soft copy	Bid Submission	CA
List of Equipment	Hard copy and soft copy	Bid Submission	CA
List of Employees (laborers)	Hard copy and soft copy	Post Award Conference	CA
Up-to-date list of telephone, facsimile, pager, and cellular telephone numbers	Hard copy and soft copy	Five (5) days prior to commencement of	CA

		work, whenever numbers change, and/or at renewal of options(s)	
Monthly Work Schedule preceding month	Hard copy and soft copy	Twenty-fifth (25 th) day of each	CA

F.4 The Contractor shall submit to the University, as a deliverable, the report described in section H.5.5 which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the University shall not make final payment to the Contractor pursuant to section G.3.2.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

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

G.2 INVOICE SUBMITTAL

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

Office of the Chief Financial Officer
4200 Connecticut Avenue, NW
Building 38, Room C01
Washington, DC 20008

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

G.2.2.1 Contractor's name, federal tax ID and invoice date (Contractors shall 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 fifty one percent (51%) District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in Section **H.5.5**.

G.3.2 No final payment shall be made to the Contractor until the OCFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with fifty one percent (51%) District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 Payment will be based on the unit prices listed in Section B.7.

G.4.2 Payment will be made on the deliveries of services for each month accepted by the University.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, 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 must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

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

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

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

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

G.6.3 Subcontract requirements

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

G.7 CONTRACTING OFFICER (CO)

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

Landscape and Lawn Services
Sherry Jones-Quashie
Director
Capital Procurement Division
4200 Connecticut Avenue, NW
Washington, DC 20008
Phone: (202) 274-5752
sjones-quashie@udc.edu

GF-2013-B-0090

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, 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 Contracting Officer as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring that the work conforms to the requirements of this 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 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.9.1.4** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** The address and telephone number of the Contract Administrator is:

Andy Belachew
Facilities Manager
Office of Facilities and Real Estate
4200 Connecticut Avenue, NW
Building 38, Room C01
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 University of Columbia in each project's labor force:

H.1.1.1 at least fifty-one (51%) percent of apprentices and trainees employed shall be residents of the University of Columbia registered in programs approved by the University 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. 12, date of last revision: 06/13/12, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.2 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 University 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 District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all

responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The University will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

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

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the 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 University, 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 University 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 published on the OCP website at www.ocp.dc.gov.
- H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
 - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the University of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the University;

(8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));

(9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence

Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

(10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.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, that 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 must 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 offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7** 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 Enforcement and Penalties for Breach of Subcontracting Plan

H.9.4.1 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.9.4.2 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.9.4.3 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.

H.10 ADVISORY AND ASSISTANCE SERVICES

This contract is a "nonpersonal services contract". The Contractor and the Contractor's employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

H.11 UNIVERSITY RESPONSIBILITIES

H.11.1 The University will provide the Contractor with office space with phone and internet access and storage for tools and supplies. All spaces made available to the Contractor shall not be used to store illegal materials of any kind.

H.12 CONTRACTOR RESPONSIBILITIES

H.12.1 The Contractor shall provide all the manpower, supervision, materials, supplies and equipment necessary to perform all the services described in Section C. This includes the transportation for moving contractor personnel, supplies or equipment to perform the required services.

H.12.2 The Contractor shall provide their employees a uniform with company name or logo.

- H.12.3** The Contractor shall provide cell phones, walkie-talkies or other communication devices to their supervisor and key personnel for easy access by the Contract Administrator.
- H.12.4** The Contractor shall employ safety measures when providing landscaping services to prevent accidents causing injury to contractor employees and University community.
- H.12.5** The Contractor shall prominently display “caution” signs when applicable.
- H.12.6** The Contractor shall warrant that all personnel performing under the proposed contract are adequately trained and experienced and that their performance will be under the close supervision of a qualified supervisor.
- H.12.7** The Contractor shall make efforts to use environmentally preferable materials.
- H.12.8** The Contractor shall properly guard equipment and must meet all applicable EPA standards.
- H.12.9** The Contractor shall take all reasonable precautions to safeguard and protect the University’s property.
- H.12.10** The Contractor shall meet with the Contract Administrator as often as determined necessary. A mutual effort will be made to resolve any or all problems identified.

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. (Attachment J.1)

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the University will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the University 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 District 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 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/Insurance Company shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the 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 University as an additional insured, shall be primary and non-contributory with any other insurance maintained by the University, 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. Products and Completed Operations. The Contractor shall provide products and completed operations liability insurance. The policy shall provide \$1,000,000 per occurrence.

3. 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.
4. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the University or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.

If projects hereunder include water operations, the U.S. Longshoremen and Harbor Workers' Compensation Act and Maritime endorsements must be purchased and attached to the policies required above.

5. 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 University as additional insured.
6. Environmental Liability Insurance. The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$1,000,000 in coverage per incident and \$2,000,000 aggregate.
7. Crime Insurance. The Contractor shall provide as follows: \$1,000,000 per occurrence for each wrongful Act; \$2,000,000 per aggregate for each wrongful act.

- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the University, and shall carry the required General Liability; and any required Professional Liability for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the University. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the University.
- E. MEASURE OF PAYMENT. The University shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.

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

Sherry Jones-Quashie, Director
Capital Procurement Division
4200 Connecticut Avenue, NW, Washington, DC 20008
Phone: (202) 274-5752, sjones-quashie@udc.edu

The insurance must contain language that includes:

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

The contract awarded as a result of this 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
- (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 UDC General Counsel and signed by the Contracting Officer.

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 University of Columbia.

I.13 PRE-AWARD APPROVAL

The award and enforceability of this contract is contingent upon approval of the Council of the University of Columbia. In accordance with D.C. Official Code §2-301.05a, the Mayor must submit to the Council for approval any contract action over one million dollars within a 12-month period.

I.14 DISCRIMINATION CLAUSES**I.14.1 Anti-Discrimination Clause:**

The Contractor:

- I.14.1.1** Shall not discriminate in any manner against any employee or applicant for employment in violation of Section 211 of the University of Columbia Human Rights Act (DC Law 2-38; DC Official Code Section 2-1402.11);
- I.14.1.2** Shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials;
- I.14.1.3** Shall, along with all subcontractors, post in a conspicuous place available to employees and applicants for employment, a notice setting forth the provisions of the anti-discrimination clause set out in Section 251 of the University of Columbia Human Rights Act (DC Official Code Section 2-1402.51).

I.14.2 Non-Discrimination Clause:

- I.14.2.1** The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the University 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.14.2.2** 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.14.2.2.1** 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.14.2.2.2** 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.14.2.2.3** 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.14.2.2.1 and I.14.2.2.2 concerning non-discrimination and affirmative action.
- I.14.2.2.4** 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.14.2.2.2.
- I.14.2.2.5** 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.14.2.2.6** 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.14.2.2.7** The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the University of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.

I.14.2.2.8 The Contractor shall include in every subcontract the equal opportunity clauses, subsections I.14.2.2.1 through I.14.2.2.9 of this section, so that such provisions shall be binding upon each subcontractor or vendor.

I.14.2.2.9 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. 12 dated June 13, 2012)
J.3	Equal Employment Opportunity (EEO) Compliance Documents available at www.udc.edu , under "Administration" tab, select Capital Procurement and click on "For Official Capital Procurement Related Forms"
J.4	Department of Employment Services First Source Employment Agreement available at www.udc.edu , under "Administration" tab, select Capital Procurement and click on "For Official Capital Procurement Related Forms"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit available at www.udc.edu , under "Administration" tab, select Capital Procurement and click on "For Official Capital Procurement Related Forms"
J.8	Van Ness Campus Layout
J.9	Patricia R. Harris Layout
J.10	Burtie Backus High School

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

- 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

NOTE: All of documents above, must 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 Offeror 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. Offeror ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (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 (Attachment J.1), "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" may benefit from this contract. For each person listed, attach the affidavit required by Clause 13.

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 of the Bidder 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 offered 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 offered in this contract and the title of his or her position in the Bidder's organization);
- 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
- As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Bidder deletes or modifies subparagraph (a)(2) above, the Bidder must furnish with its offer 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;
- A. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;
- B. does not have a proposed debarment pending; and
- C. 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 must 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.

*Sherry Jones-Quashie
Director
Capital Procurement Division
4200 Connecticut Avenue, NW
Washington, DC 20008
Telephone: (202) 274-5752*

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

Authorized Signature

**K-10
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 _____% <p align="center">LSDBE Subcontract Value Percentage Set Aside</p>

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: : _____ <p align="center">1st, 2nd, 3rd</p> LSDBE Certification Number: _____ 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: (check all that apply)			Point of Contact: _____ <p align="right">Name (Print)</p> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	

(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 offer **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 University 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 University'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: _____ <p align="right">(Print)</p> 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 LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; margin-left: 20px; border-collapse: collapse;"> <tr> <td style="width: 40px; text-align: center;">SBE:</td> <td style="width: 40px; text-align: center;">LBE:</td> <td style="width: 40px; text-align: center;">DBE:</td> <td style="width: 40px; text-align: center;">DZE:</td> <td style="width: 40px; text-align: center;">ROB:</td> <td style="width: 40px; text-align: center;">LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
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 LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; margin-left: 20px; border-collapse: collapse;"> <tr> <td style="width: 40px; text-align: center;">SBE:</td> <td style="width: 40px; text-align: center;">LBE:</td> <td style="width: 40px; text-align: center;">DBE:</td> <td style="width: 40px; text-align: center;">DZE:</td> <td style="width: 40px; text-align: center;">ROB:</td> <td style="width: 40px; text-align: center;">LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
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 LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; margin-left: 20px; border-collapse: collapse;"> <tr> <td style="width: 40px; text-align: center;">SBE:</td> <td style="width: 40px; text-align: center;">LBE:</td> <td style="width: 40px; text-align: center;">DBE:</td> <td style="width: 40px; text-align: center;">DZE:</td> <td style="width: 40px; text-align: center;">ROB:</td> <td style="width: 40px; text-align: center;">LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
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 LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; margin-left: 20px; border-collapse: collapse;"> <tr> <td style="width: 40px; text-align: center;">SBE:</td> <td style="width: 40px; text-align: center;">LBE:</td> <td style="width: 40px; text-align: center;">DBE:</td> <td style="width: 40px; text-align: center;">DZE:</td> <td style="width: 40px; text-align: center;">ROB:</td> <td style="width: 40px; text-align: center;">LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

Date Plan Received by CO: _____		
Report: <input type="checkbox"/> Acceptable <input type="checkbox"/> Not Acceptable	Contract Number: GF-2013-C-0090 _____	
Sherry Jones-Quashie _____	_____	_____
Name of CO	Signature	Date

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**L.1 METHOD OF AWARD**

- L.1.1** The University reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer 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.1.2** The University intends to award a single contract resulting from this solicitation to the responsive and responsible lowest bidder.

L.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.1** Bidders shall submit a signed original and two (2) copies. The University will not accept a facsimile copy of a bid as an original bid. All items accepted by the University, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's bid shall constitute the formal contract. **Each bid shall be submitted as specified in Section A.3 in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. GF-2013-B-0090".**
- L.2.2** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- L.2.3** The University may reject as non-responsive any bid that fails to conform in any material respect to the IFB.
- L.2.4** The University may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.3 FAMILIARIZATION WITH CONDITIONS

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

L.4 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than 2:00 p.m. local time on February 5, 2013 as specified in Section A.9.

L.5 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 time set for opening of bids.

L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.6.1 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.6.1.1 The bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; or

L.6.1.2 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.6.2 Postmarks

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the 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 offeror can furnish evidence from the postal authorities of timely mailing.

L.6.3 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.6.4 Late Modifications

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

L.6.5 Late 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 HAND DELIVERY OR MAILING OF BIDS

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

L.8 ERRORS IN BIDS

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

L.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective offeror shall submit the questions in writing to the CO. The prospective bidder shall submit questions no later than **Wednesday, January 30, 2013, 4:00 PM**, seven (7) calendar days prior to the closing date and time indicated for this solicitation. The University will not consider any questions received less than seven (7) calendar days before the date set for submission of bids. The University will furnish responses promptly to all 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 prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.10 BID 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 (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, N.W., Suite 430, Washington, D.C. 20004.

L.11 SIGNING OF BIDS

L.11.1 The bidder shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the offeror and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the 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.11.2 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 offeror 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.12 ACKNOWLEDGMENT OF AMENDMENTS

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

L.13 ACCEPTABLE BID GUARANTEES:

L.13.1 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.13.2 Types of guarantees acceptable to the University:

L.13.2.1 A **bond** provided by a surety licensed to do business in the District of Columbia in accordance with 8 DCMR Chapter 3046.

L.13.2.2 A **certified check or irrevocable letter of credit** issued by an insured financial institution in the equivalent amount of the security; or

L.13.2.3 **United States government securities** that are assigned to the District which pledge the full faith and credit of the United States.

L.14 BIDS WITH OPTION YEARS

The bidder shall include option year prices in its bid. A bid may be determined to be nonresponsive if it does not include option year pricing.

L.15 BID OPENING

The University shall publicly open bids submitted in response to this IFB. The University shall read aloud or otherwise make available the name of each bidder, the bid price, and other information that is deemed appropriate.

L.16 LEGAL STATUS OF OFFEROR

Each bid must provide the following information:

L.16.1 Name, address, telephone number and federal tax identification number of Bidder;

L.16.2 A copy of each District of Columbia license, registration or certification that the Bidder is required by law to obtain. This mandate also requires the Bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the Bidder is required by law to make such 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 University of Columbia, the bidder shall certify its intent to obtain the

necessary license, registration or certification prior to contract award or its exemption from such requirements; and

- L.16.3** If the Bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.17 FAMILIARIZATION WITH CONDITIONS

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

L.18 GENERAL STANDARDS OF RESPONSIBILITY

- L.18.1** To be determined responsible, a Contractor must, to the satisfaction of the CO:

- (a) Have adequate financial resources to perform the contract or the ability to obtain them;
- (b) Be able to comply with the required delivery or performance schedule;
- (c) Have a satisfactory performance record;
- (d) Have a satisfactory record of integrity and ethics;
- (e) Have the necessary organizational experience, accounting, operational controls, technical skills, or the ability to obtain them;
- (f) Have the required production, construction and technical equipment and facilities, or the ability to obtain them; and
- (g) Be otherwise qualified and eligible to receive a contract award pursuant to applicable laws and regulations.

- L.18.2** If the prospective Contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective Contractor to be nonresponsible.

L.19 PRE-BID CONFERENCE

A pre-bid conference will be held at 1:00 pm (EST) on Thursday, January 24, 2013 at the Board Room, Building 39, Third Floor, 4200 Connecticut Avenue, NW, Washington, DC 20008. Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose for 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 their attendance can be properly recorded.

A site visit will held immediately following the pre-bid conference. The site visit will begin on the Van Ness Campus located at 4200 Connecticut Ave, NW and move to Bertie Backus High

School located at 5171 S. Dakota Ave, NE. The site visit will end at Patricia R. Harris located at 4600 Livingstone Road, SE.

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 more than seven (7) calendar days prior to bid submission due date in order to generate an official answer. Official answers will be posted on the UDC website at www.udc.edu.

SECTION M: EVALUATION FACTORS**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 University 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 per cent (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 Offeror'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 offeror's certification with DSLBD, and the offeror 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.