

GOVERNMENT OF THE DISTRICT OF COLUMBIA




REQUEST FOR PROPOSAL NO.: GF-2013-R-0101

AGENCY: University of the District of Columbia

PROJECT: Architectural Program Consolidation, Phase II Level 2
Building 32, at University of the District of Columbia
(UDC) Van Ness Campus

LOCATION: 4200 Connecticut Avenue, NW
Washington, DC 20008

CONTACT: James Jenkins, Contract Specialist
202-274-5624
James.Jenkins@UDC.edu

 SOLICITATION, OFFER AND AWARD		1. Solicitation No.: GF-2013-R-0101	2.Type: <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)	3. Date Issued: April 24, 2013	Page 1 of 65																																													
4. Contract Number		5. Requisition/Purchase Request No.	6. <input checked="" type="checkbox"/> Open Market with set aside for SBE subcontracting (see Section M.1.6) <input type="checkbox"/> SBE Set-Aside (see Sec. B.2 & Sec. M) Mandatory 35% CBE subcontracting requirement in accordance with Section M.8																																															
7. Issued By: University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW Building 38, Room C04 Washington, DC 20008			8. Address Offer To: University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW Building 38, Room C04 Washington, DC 20008																																															
9. For information contact:	A. Name: James Jenkins	B. Telephone (No collect calls)		C. E-mail Address James.Jenkins@UDC.edu																																														
		(Area Code) 202	(Number) 274-5624	(Ext)																																														
IMPORTANT - The "offer" section of this form must be fully completed by offeror.																																																		
SOLICITATION																																																		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"																																																		
10. Sealed offers in "original" plus 6 copies to perform the work required will be received at the place specified in item 8, or if hand carried, to the bid counter located at address shown in item 8 until 2:00 PM local time on May 14, 2013.																																																		
11. The University requires performance of the work described in strict accordance with the following:																																																		
<table border="0"> <thead> <tr> <th style="text-align: left;"><u>Description</u></th> <th style="text-align: center;"><u>Section</u></th> <th style="text-align: center;"><u>Page#</u></th> </tr> </thead> <tbody> <tr> <td>• Solicitation/Offer/Award Form</td> <td style="text-align: center;">---</td> <td style="text-align: center;">Section A 1-2</td> </tr> <tr> <td>• Schedule for Construction, Alterations, Repairs, Price</td> <td style="text-align: center;">---</td> <td style="text-align: center;">Section B 3-4</td> </tr> <tr> <td>• Scope/Specifications/Drawings</td> <td style="text-align: center;">---</td> <td style="text-align: center;">Section C 5-13</td> </tr> <tr> <td>• Packaging and Markings</td> <td style="text-align: center;">---</td> <td style="text-align: center;">Section D 14</td> </tr> <tr> <td>• Inspection and Acceptance</td> <td style="text-align: center;">---</td> <td style="text-align: center;">Section E 15</td> </tr> <tr> <td>• Deliveries and Performances</td> <td style="text-align: center;">---</td> <td style="text-align: center;">Section F 16</td> </tr> <tr> <td>• Contract Administration Data</td> <td style="text-align: center;">---</td> <td style="text-align: center;">Section G 17-20</td> </tr> <tr> <td>• Special Contract Requirements</td> <td style="text-align: center;">---</td> <td style="text-align: center;">Section H 21-22</td> </tr> <tr> <td>• Contract Clauses</td> <td style="text-align: center;">---</td> <td style="text-align: center;">Section I 23-31</td> </tr> <tr> <td>• List of Attachments</td> <td style="text-align: center;">---</td> <td style="text-align: center;">Section J 32</td> </tr> <tr> <td>• Certifications and Representations</td> <td style="text-align: center;">---</td> <td style="text-align: center;">Section K 33-44</td> </tr> <tr> <td>• Instructions, Conditions and other Notices to Bidders</td> <td style="text-align: center;">---</td> <td style="text-align: center;">Section L 45-58</td> </tr> <tr> <td>• Evaluation Preference Points</td> <td style="text-align: center;">---</td> <td style="text-align: center;">Section M 59-65</td> </tr> <tr> <td>• The Standard Contract Provisions For Use With Specifications for DC Government Construction Projects dated March 2011.</td> <td></td> <td></td> </tr> </tbody> </table>						<u>Description</u>	<u>Section</u>	<u>Page#</u>	• Solicitation/Offer/Award Form	---	Section A 1-2	• Schedule for Construction, Alterations, Repairs, Price	---	Section B 3-4	• Scope/Specifications/Drawings	---	Section C 5-13	• Packaging and Markings	---	Section D 14	• Inspection and Acceptance	---	Section E 15	• Deliveries and Performances	---	Section F 16	• Contract Administration Data	---	Section G 17-20	• Special Contract Requirements	---	Section H 21-22	• Contract Clauses	---	Section I 23-31	• List of Attachments	---	Section J 32	• Certifications and Representations	---	Section K 33-44	• Instructions, Conditions and other Notices to Bidders	---	Section L 45-58	• Evaluation Preference Points	---	Section M 59-65	• The Standard Contract Provisions For Use With Specifications for DC Government Construction Projects dated March 2011.		
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12. The Contractor shall begin performance and complete all the work within _____ calendar days from the date specified in the written <input type="checkbox"/> Award <input type="checkbox"/> NTP This performance period is <input type="checkbox"/> Mandatory <input type="checkbox"/> Negotiable																																																		
13. The Contractor must furnish the required performance and payment bonds. <input checked="" type="checkbox"/> yes, within ten (10) calendar days after receiving the Notice of Intent to Award <input type="checkbox"/> no																																																		
14. Additional Solicitation Considerations A. All bids are subject to the work requirements, provisions and clauses incorporated in this solicitation in full text or by reference B. A BID GUARANTEE <input type="checkbox"/> is required <input type="checkbox"/> is not required																																																		
University of the District of Columbia			Capital Procurement Division																																															

OFFER (Must be fully completed by offeror)									
15. Name, Company Name and Address of Offeror (with zip code)				16. Telephone No. ()			18. Remittance Address (if different than item 15).		
				17. E-mail address					
19. The offeror agrees to perform the work required at the prices specified herein and according to the BID SCHEDULE (Section B) and in strict accordance with the terms of this solicitation, if this offer is accepted by the University in writing within 90 calendar days after the date offers are due.									
20. The offeror agrees to furnish any required performance and payment bonds.									
21. ACKNOWLEDGEMENT OF AMENDMENTS									
The offeror acknowledges receipt of amendments to the solicitation (number and date each) See Section L.11									
Amendment Number									
Date									
22. Name and Title of person authorized to sign offer (Type or Print)				22A. Signature			22B. Offer		
AWARD (To be completed by the University)									
23. Amount				24. Accounting and Appropriation data					
25. PAYMENT WILL BE MADE BY: Office of the Chief Financial Officer 4200 Connecticut Avenue, NW Washington, D.C. 20008				26. Submit invoices as instructed in Section G of this solicitation (Contract Administration Data)					
CO WILL COMPLETE ITEM 27 OR 28 AS APPLICABLE									
27. <input type="checkbox"/> NEGOTIATED AGREEMENT (The Contractor is required to sign this document and return__ copies to the issuing office). The Contractor agrees to furnish and deliver all items or perform all work requirements for the consideration stated in this contract. The rights and obligations of the parties of this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications and specifications incorporated by reference in or attached to this contract.					28. <input type="checkbox"/> AWARD (The Contractor is not required to sign this document). Your offer on this solicitation is hereby accepted. This award consummates the contract which consists of (a) the solicitation and your offer, and (b) this contract award. No further contractual document is necessary.				
29. Name and Title of Contractor or Person Authorized to Sign (Type or Print)				30. Name of CO (Type or Print) Sherry Jones-Quashie, Contracting Officer					
29A. Signature		29B. Date		30A. Signature		30B. Date			

PART I

SECTION B: SCHEDULE FOR CONSTRUCTION, ALTERATIONS, REPAIRS PRICE

B.1 The Capital Procurement Division, is seeking a Design Builder to provide Design Build Services for “Architectural Program Consolidation Level 2, Building 32” in accordance with the terms and conditions herein.

B.2 This is an open market solicitation with a 35% CBE Set-Aside.

B.3 **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 proposals 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.4 UDC contemplates award of a guaranteed maximum price contract. At the end of the Pre-Construction Phase, the Design Builder will be required to develop a Guaranteed Maximum Price (GMP) proposal for the submission to UDC. Assuming this proposal is accepted, a GMP Amendment will be signed by the University and the Design-Builder, and the Design-Builder will be required to complete the Project on schedule and for an amount that does not exceed the agreed upon GMP.

B.5 The University contemplates award of a firm fixed-price contract. The estimated price range for this requirement is between \$1,000,000.00 - \$2,000,000.00.

The Offeror shall submit its price proposal under a cover letter on its letterhead in the format illustrated in accordance with Attachment J.1.1 Contractors will be evaluated on Phase 1 pricing.

In general the price shall be broken down into two Phases:

Phase 1 (Pre-Construction)

Design Fee	\$ _____
Design-Builder Fee (profit and overhead)	\$ _____
Design-Builder General Conditions	\$ _____

Total \$ _____

Phase II Construction (Target GMP)

Construction Cost \$ _____ to \$ _____

The high end of the each Offeror's Construction Cost range will become the Offeror's Target GMP. The Target GMP should be presented in the Standard 33 Division format and should include sufficient level of detail to understand the assumptions that were included within the Target GMP. UDC intends to use the Target GMP to manage the Project's budget, and as such, Offerors should submit a Target GMP that represents their best judgment as to the Project's actual cost. UDC expects that Offerors will prepare a reasonably detailed cost estimate to prepare the Target GMP. In order to ensure that the Target GMPs represent the Offeror's best judgment of the costs, an Offeror will be required to forfeit 10% of the Design-Build Fee in the event that the final GMP exceeds the Target GMP. Offerors are further advised that a Target GMP that lacks sufficient detail or which omits funding for obvious aspects of the necessary work will render the Offeror's proposal non-responsive.

SECTION C: SPECIFICATIONS/WORK STATEMENT PROJECT BACKGROUND

C.1 INTRODUCTION

The University of the District of Columbia intends to perform Work at the Van Ness Campus to accomplish the following:

The University in response to required programmatic changes to the Architecture Degree Program by the Accreditation body is in need of a fast track renovation, relocation and consolidation of the Architectural Degree Program Studios to be located in Building 32, Level 2 on the Van Ness Campus.

The University is seeking an expedited design-build solution to achieve these objectives as additionally described in the below scope. The design/build team will be required to conduct stakeholder meetings immediately following the Notice-to-Proceed and proceed with the permitting, demolition and construction with the objective to provide the University with beneficial occupancy on or before Monday, August 19th, 2013.

C.2 EXISTING CONDITIONS

The area of work in Building 32, Level 2 contains approximately 5,200 SF of classroom and studio space. The space was originally constructed in the 1970s and has not been substantially renovated since that time. The building exterior, including the windows and walls are in good condition, as well as the existing stairs and restrooms. Changes to these components are not in the contract. The existing interior walls are primarily gypsum wall board (GWB) on metal studs, with a suspended acoustical tile ceiling and overhead light fixtures above. Floors are carpeted or finished with vinyl tile. The space is equipped with a fully functional, heating, ventilation and air-conditioning (HVAC) system, provided by air handling units located outside the space to be renovated. The space is provided with a complete electrical distribution system, also fed from a network located outside the renovated space. The space is provided with a complete fire alarm system, but not an automatic fire suppression system.

C.3 CONSTRUCTIBILITY

Constructability of the project as designed is the sole responsibility of the Contractor. To ensure that the design can be constructed within schedule and budget and that the sequencing of construction is planned for optimum efficiency, the Contractor should ensure that:

1. The level of design complexity is consistent with the project's schedule and budget constraints;
2. Materials, processes, equipment and labor are appropriate and available;
3. Construction work required is in conformance with standard construction practices, and equipment, products, materials, fixtures, etc. are readily available in the marketplace, to the maximum extent possible;
4. Building systems are compatible and viable;
5. Drawings, specifications and all project deliverables are complete, and thoroughly coordinated among disciplines;
6. Defects, omissions, inconsistencies, conflicts, and ambiguities in documents are identified and corrected to coordinate Work and prepare the documents for As-built at the end of the project;
7. Drawings are coordinated with multiple phases, if applicable;
8. Site and building access, logistics, available storage and tenant occupancy requirements are

accommodated. This is particularly important issue due to limited available site area and elevator access;

9. Existing conditions are shown correctly and adequately;
10. Construction options and unit prices are logical, thoroughly described and understandable;
11. Construction details are appropriate, complete, thoroughly described and workable;
12. General requirements items are thorough and properly addressed;
13. Construction duration, phasing, and subcontracting plans are reasonable and logical;
14. Ensure the operational effectiveness of each program space by meeting the primary intent of its function. This includes but is not limited to the following: lighting, acoustics, access control, and computer and technology requirements.

C.4 SCOPE OF WORK

Design and construct the following:

1. Demolish all existing improvements within the approximately six-thousand square-foot (6,000 SF) space along the south side, including the existing corridor. The space is currently configured as classrooms and a studio spaces for Architectural Research Institute (ARI). Provide the new design for (1) gallery/lobby, (2) two studios, (1) jury room, (1) internet technology lab based on the layout "ASC 1 & 2 Drawings." The studios shall conform to the required open studio environment.

To support this effort, the following items are required in addition to the primary renovation to support the relocation and reconstitution of academic programs displaced by this Work. Assess equipment requirements and any required improvements needed to renovate the space for occupancy, including but not limited to: modify wall locations to match new layouts, provide power, data cabling infrastructure to support all equipment and workstations. Relocate existing fire alarm devices, smoke detectors, mechanical work, ceiling grid and lighting to the new layout. Provide new finishes; including paint, wall base, ceiling, floor and carpet tiles. Patch and repair as required. Clean the room prior to occupancy.

2. Modify, reconstitute and relocate Institute of Gerontology suite currently located in Building 32 Suite C10 to Building 39, Level 1 See "IOG – Phase II Layout" for area of relocation.
 - a. The relocation space shall be modified to be similar in size as the current 32-C level space of approximately 1400 SF.
 - b. The relocation space shall include a small conference room and storage room. See "IOG – Phase II Layout" for concept.
 - c. Relocate and reinstall salvaged reception desk, systems furniture and cabinetry from UDC storage located in Building 52, Room 111.
 - d. The installed systems furniture shall be configured to accommodate up to 15 workspaces and wired for power, telephone and Data to accommodate the systems and equipment being relocated from Suite C10 Building 32.
3. Renovate, relocate and reconstitute Architectural Research Institute studio space located in Building 32 Level 2 to Building 32, Suite C10 according to "ARI – Phase II Layout".
4. Upgrade existing finishes in Architecture Offices Suite located in Building 32, Level 1, including floor, ceiling, wall finishes. Upgrade lighting and finishes to conform to the UDC standard. Refer to "FIRST FLOOR PLAN (bldg. 32)" for the location of these upgrades.

5. Renovate, relocate and reconstitute Building 32, Room 105 from a classroom into an Architectural Learning Resource room and Storage Room. Relocate stored contents of 42-A07 to 32-105 upon completion.
6. Renovate, relocate and reconstitute displaced School of Engineering and Applied Sciences (SEAS) program items into spaces vacated by the Architecture Program as part of Phase II. This includes the following:
 - a. Demolish partition between 32C-05 and 32-C05A and convert space into a single room. Demolish existing power, data and security drops back to source.
 - b. Convert 42-111 into (3) separate lab rooms; simulation lab (42-111A), energy lab (42-111B) and micro-nano fabrication lab (42-111C) according to layout "42-111 Educational Labs + Micro-fabrication Lab Space". At the north wall, remove an existing wet-lab work bench; valve and cap existing services. Relocate all existing lab equipment to 32-C Level. Within the micro-nano fabrication lab construct a low level clean room for photolithography. The room requires sealed, slab-to-slab partitions, positive pressurization, and separate changing area with a sliding door between the enclosed space and the lab area. The Design-Build Team is to survey the existing mechanical service to determine if the existing supply air will support the positive pressure. Install an exhaust system with a HEPA filter; the filter should be accessible to the research staff for servicing. For the renewable energy lab, provide power and data for 10 workstations. For the simulation lab, remove an existing wet-lab work bench; valve and cap existing services.
 - c. Relocate renovate and reconstitute SEAS controls lab and associated equipment from 32-206 to 42-A10. Provide upgrades to building systems as needed to accommodate relocation. A-10 shall be divided to accommodate the controls lab relocation and a student retention/tutorial lounge.
 - d. 42-A10 is to be reconfigured with 25 power and data ports for computers.

All Work and payment for Work required for the SEAS program and IOG relocation work must be broken out as a separate cost for tracking purposes, schedule of values and subsequent payment applications.

The Design-Build Team will be required to create functioning studio spaces within the existing floor area based on the "Architectural Studio Program Requirements and the ASC 1 & 2 Drawings" and all spaces identified below. The Design-Build Contractor shall request direction from the UDC Project Manager on the selection of finishes, signage and other materials to coordinate this project with the Phase-I selections and to meet UDC's current standards. All renovated space shall include new interior finishes (floors, ceilings, wall, lighting, etc.) as specified by the University. Such work includes, but is not limited to the following:

1. Demolition and salvage: Complete demolition of existing space including partitions, floor materials, ceiling systems, lighting, HVAC ductwork, electrical distribution systems, abandoned cabling, abandoned security systems and fire protection systems. It is the Contractor's responsibility to identify all wiring, cabling, conduits, ductwork and other active utilities serving other spaces to ensure no interruption to service. Contractor to provide dumpster, a space will be provided on campus for the dumpster. One elevator will be available for the Contractor's use during construction; the elevator will not be available from Monday to Friday between 9:00 to 5:00pm. The Contractor must coordinate special and off-hours deliveries with UDC personnel.

- The Contractor must fully pad and protect the elevator. The Contractor shall relocate all existing University assets intended for reuse within the Van Ness Campus. Location is to be determined. Any equipment not to be reused shall be disposed of by the Contractor.
2. **Existing Work to Remain:** Repair and protect existing work to remain, such as existing exterior walls and windows, including wood handrails. All walls, trim, etc. to remain shall be painted or otherwise brought to conform to the standards of the new Work.
 3. **Windows**
 - a. **Window Treatments:** Provide manual roller shades on all exterior windows conforming to the UDC standard. Patch and paint as required. On the entire floor, remove existing caulk and recaulk all exterior window joints to eliminate the intrusion of water.
 4. **New Suite Entrance:** Install in the existing corridor a new glass wall entrance. Provide a set of double doors fit with an ADA automatic closer, access control and request to exit device. Connect the door to the fire alarm system as required to pass inspections. At each glass door and sidelite with decal signage conforming to the UDC standard. See attached rendering for conceptual entrance signage design.
 5. **Ceiling and Lighting:** Provide new ceiling system and lighting fixtures conforming to the UDC standard. Office and storage room lights are to be installed with occupancy sensors adjusted to meet the individual occupant's preferences, with regard to length and coverage. Conference rooms, seminar rooms, labs and classroom are to be installed with dimmer switches to allow the occupants to adjust the lighting levels within each space. The ceiling shall be a 24" x 24" white, acoustic ceiling tile with an NRC value above .95.
 6. **Floor and Floor Treatment:** Provide all floor finishes and treatments conforming to the UDC standard. Level all existing floors as required to place furniture and provide surface free of tripping hazards. Floor treatments are to be durable and easy to maintain. All carpet is to be 24" x 24" carpet tiles. All lobby floor tiles are to be a commercial grade ceramic. Porcelain tile cannot be used. Storerooms and file rooms are to be commercial grade linoleum. Corridors are to be VCT.
 7. **HVAC System:** The Design-Build Contractor must assess the current condition and performance of the existing mechanical system and ductwork in all renovated areas, and shall include in the design any upgrades or modifications as necessary to achieve optimal comfort levels for tenant occupancy. Provide new air conditioning and heating to create comfortable interior spaces. HVAC systems shall include a Direct Digital Control Energy Management System (DDC) controls compatible with the DDC system being installed in other locations on the campus. The local controls must be centralized into a zone control panel located on the floor's existing mechanical room. Local Zone control must have native BACnet compatibility and have the ability to tie into the Energy Management System at a later date. All fan-powered VAV boxes shall have back-up, re-heat coils. The VAV boxes will be tied to a single zone control panel. All existing floor and wall-mounted fin tube convectors will remain. Replace existing valves with control valves and tie control valves into the zone control panel. Repaint existing cover to match new condition. The floor includes panels for a walker-duct system. Survey this system, if the system is abandoned all access panels need to be filled with concrete and treated to provide a seamless level surface before applying the scheduled floor finish.
 8. **Drinking Fountain(s):** The Design-Build Contractor must provide an ADA accessible drinking fountain and Brita Hydration Station in the elevator lobby adjacent to the renovated space on both the first and second floor.
 9. **Electrical System:** Provide a new electrical distribution system and outlets. Provide power to each workstation. Avoid vertical power poles. Perform fault coordination to determine if required need conforms to existing capacity. The Contractor must include any necessary

- power/electrical upgrades in the design.
10. **Systems Furniture and Equipment:** Provide systems-type student workstations similar to those shown in the attached “Workstation basis-of-design (BOD) photograph. Coordinate furniture layout with the location of power and data. Furniture and cabinets/counters should be designed to be as vertically flush as possible. Knee-hole space should be provided for waste containers. Prior to ordering systems furniture and fixed equipment, the Design-Build Contractor is to obtain sign-off from the Customer as to the final layout, orientation and style provided. The Contractor must provide temporary studio workstations in the event new systems furniture availability/lead time extends beyond required beneficial occupancy date.
 11. **Keying:** Provide locks, latches, cylinders and a key control system conforming to the UDC standard. Prior to developing a door hardware submittal, the Design-Build Contractor is to meet with campus locksmith to review requirements in detail. The final design shall include a key box located in a storage room on the floor. The key box shall include (3) copies of each door, and (3) master keys. All keys shall be tagged and clearly labeled.
 12. **Information Technology:** Provide new complete data system, cabling and devices; include wireless access points as needed to ensure full coverage of the renovated space. All Work must conform to the UDC Standards for Low-voltage Installation and Cable Management. Provide and install all infrastructure required to ensure connectivity for new Work. Existing systems must not be compromised.
 13. **Signage:** Provide directional, evacuation route, room, workstation and project identification signage conforming to the UDC standard. All renovated areas shall be labeled and identified with accurate room numbering per the specifications of the University. Project identification signage must be posted per approved site coordination plan prior to full mobilization.
 14. **Security:** Provide Salto locks, security cameras, access control readers conforming to the UDC standard: Integrated Security Management Specification. Prior to developing a security submittal, the Design-Build Contractor is to meet with the Chief of Police to review requirements in detail and determine locations and connectivity for each device. The Contractor must provide (100) blank cards for each Salto Lock and/or Card Reader. Ensure 10-feet of cable run at each termination point in the event the camera location must be adjusted. Provide and install all infrastructure required to ensure connectivity for new security systems to the IT network. Existing systems must not be compromised. All studios, office suites and storage doors will be provided with appropriate security hardware.
 15. **Instructional/Studio Spaces:** All instructional classrooms, including studios, jury rooms and computer labs must provide at least (1) whiteboard, (1) Smartboard, and (1) projector system. Walls must be designed to accommodate the pin up of school material on a regular basis for instructional purposes.
 - a. New suspended ceiling systems shall match UDC standard.
 - b. New ceiling lighting fixtures shall match UDC standard.
 - c. Accreditation-required “open design” environment should be created using store-front type glass wall system also shown in the attached ASC-2 drawing,
 - d. Student workstations shall be created using low wall systems-type furniture and shall be hard wired for power, data, and task lighting for each unit.
 - e. All studio areas shall be designed to accommodate systems furniture workstations in a manner as to avoid the use of vertical power poles.
 16. **Storage Rooms:** The Design-Build Contractor must survey the Customer’s current and prospective storage needs and accommodate their requirements within the limit of Work. The

Design-Build Contractor must maximize shelving and storage space in designated storage closets. Prior to ordering systems storage equipment, the Design-Build Contractor is to obtain sign-off from the Customer as to the final layout, orientation and style provided.

17. Attic Stock: The Design-Build Contractor must provide the necessary type and quantity of attic stock according to the UDC standard.
18. Fire Alarm: The Design-Build Contractor is required to maintain the integrity of the existing fire alarm system during construction. As part of the permitting process, the Design-Build Contractor must obtain fire alarm shop drawing approval from the District and pass all applicable inspections and obtain sign-off on the completed construction. The Contractor is required to remove all fire alarm conduit, wiring and devices no longer required by the approved fire alarm shop drawings. It will be the responsibility of the Design-Build Contractor to notify the University of All Points that will no longer be in use prior to substantial completion so the points can be taken offline prior to the final fire alarm inspection. The Design-Build Contractor shall upload the new layout into the fire alarm IMS system and work with the University to ensure the proper function of the fire alarm devices and system within its limit of Work.

C.5 DESIGN SCOPE OF WORK

The Design-Build Contractor shall have (21) calendar days from Notice to Proceed date set forth by the Contracting Officer to complete the design scope of work identified herein, and to provide a complete set of construction documents for permitting. It is the Contractor's responsibility to define a schedule of tasks (i.e. permitting, demolition, construction) that meets the project goals and delivery date. The following services are required in addition to design development and construction documentation.

1. Requirements Gathering: The Design-Build Contractor shall have three (3) calendar days from NTP to meet with the appropriate representatives from the university to gather requirements and specific design objectives to develop a program of requirements.
2. Title 1 Services: The consultant shall be responsible for reviewing all existing structural, mechanical, plumbing, electrical and architectural drawings and specifications for accuracy and detailed coordination. Any available drawings furnished for use during this project of the existing site may or may not correctly indicate the existing conditions. The Design-Build Contractor shall visit the site and be responsible for performing field investigations and verification of drawings and documents furnished by the University. The Design-Build Contractor shall assess all existing conditions of the site locations and verify dimensions, structural system integrity, and the adequacy of all MEP systems.
3. LEED Requirements: The Design-Build Contractor shall provide LEED certification tracking and present a LEED checklist as a deliverable at the end of the design phase.
4. Codes and Regulations: The Design-Build Contractor must coordinate with all appropriate regulatory agencies and ensure compliance with regulatory requirements, and is responsible for obtaining all necessary permits including an initial demolition permit as necessary to meet the project completion deadline. All applicable regulatory fees shall be paid by the Design-Build Contractor as a reimbursable expense. 1. All renovated areas must comply with the current standards of the Americans with Disabilities Act (ADA).
5. Design Duration and Submissions: The Design-Build Contractor shall have twenty (21) calendar days to complete the design – not to include the time spent on processing the building permit – (assuming that Design-Build Contractor provides response to review comments by DCRA within reasonable time). The duration shall encompass all design activities from kick-off meeting through the completion of the final compliance documents. Within that time, the DESIGN-BUILD

CONTRACTOR shall make three (3) submissions as follows for the project:

- | | |
|--|----------------------------|
| a. Concept Design – (35%) | 10 Calendar days after NTP |
| b. 100% Construction Document Submission | 17 Calendar days after NTP |
| c. Final Compliance Submission | 21 Calendar days after NTP |

6. Design Review and Meetings: The Design-Build Contractor shall initiate and complete requirements gathering within three (3) calendar days of NTP. The Design-Build Contractor shall facilitate two (2) design review meetings to present ideas and options for review by the University. First as part of the 35% submission within (7) calendar days from the date of the Requirements Gathering Meeting. The design review meeting shall include material data sheets and samples for review and approval by the University. All review comments shall be incorporated into the 100% design submission. Within seven (7) calendar days of the 35% design submission the Design-Build Contractor will present the 100% design submission for Customer sign-off. The Contractor shall review and incorporate comments from this meeting into the Final Compliance Submission and submitted for permitting.

Design-Build Contractor shall include the following additional meetings beyond those the Design-Build Contractor determines are important to learn design requirements and review Owner comments:

- a. Kick-off Meeting to be held within (1) calendar day of Notice-to-Proceed
- b. Requirements Gathering Meeting to be held within three calendar (3) days of NTP
- c. Design Review Meeting to present 35% Submission and obtain sign-off on finishes and initial layout.
- d. Customer Sign-off Meeting to present 100% Submission and obtain sign-off on final finish selection and layout.

The Design-Build Contractor will be responsible for capturing meeting minutes for all meetings. Meeting minutes shall be submitted to the University within (1) calendar day from the date of the meeting.

7. Design Deliverable Submission Requirements: For each submission, including the permit set the Design-Build Contractor will provide the following quantities and type of deliverables to UDC. All deliverables should be clearly labeled with their title, date of submission, name of firm and the name of the project.
- a) Drawings - Two (2) full-size and eight (8) half-size sets
 - b) Specifications - Two (2) bound and tabbed copies
 - c) Design Data Handbook – Two (2) bound and tabbed copies
 - d) Compact Disk – (2) CDs containing all documents (AutoCAD, PDF, Word). The disc is to include all DESIGN-BUILD CONTRACTOR CAD files.
 - a. Drawings shall be submitted in PDF and CAD format.
 - b. Specifications shall be submitted in Word Format.
 - c. Design Data Handbook shall be submitted in PDF format.

The final submission (Permit Set) shall include, in addition to the deliverables above, the following:

- a) Drawings – One (1) Full-size Mylar™ set

Design Deliverable Requirements:

Drawings: Provide the following:

- a. Code Requirements: Design and specification documents shall conform to all current governing codes of the District of Columbia and ICC. Requirements of NFPA and other regulatory agencies of the District and Federal Government shall be met. The HVAC design shall be per ASHRAE and plumbing design as per ASPE. In the event of a conflict, the most stringent requirements will govern.
- b. Title Block: The Design/Builder must obtain from UDC the standard title block for use in preparing the construction drawings.
- c. Signage: The Design-Builder must design a construction sign and identify a location for its placement on the site plan. The design must include a signage plan and design. The design must also include an evacuation plan based on the updated life safety plan and make provisions for temporary signage during construction.
- d. Control Drawings: Control drawings shall be set out as a separate discipline and must show the sequence of operations.
- e. Electrical Drawings: Electrical drawings will be required for the show panel locations and riser diagrams identifying breakers and fire alarm connections to each piece of equipment associated with the Work.
- f. Specifications: Use the latest edition of Master Format for developing the contract specifications. As the specifications are prepared using Master Format it is important that the Design-Build Contractor review the language used in the specification and modify it to suit Federal and District of Columbia Municipal Regulations (DCMR) as applicable to construction projects.
- g. Design Data Handbook: DESIGN-BUILD CONTRACTOR will organize all basis-of-design equipment and product cut sheets into a binder by specification section. The binder shall be updated during the course of design and construction and include an example of each product or system specified/installed. Each cut sheet should be labeled to identify specific make and model for easy reference during the design review process.
- h. As-built drawings: The Design-build Contractor is required to keep accurate and up-to-date record drawings

C.6 GENERAL REQUIREMENTS:

Prior to the start of the design effort, the Project Manager will arrange a meeting with User Agencies to discuss the concepts and elements of the proposed systems. Prior to starting the design, A-E will meet with and verify through the DCRA representatives to assure the University that there are no zoning issues involved in performing the work required under the task order. Also, he/she will advise the University of all the requirements of other agencies of the District and Federal Government to obtain a building permit for construction based on their design documentation.

The Design-Build Contractor will be held financially responsible for all errors and omissions resulting in a deficient design and changes.

Changes to the Work: For clarification of any item or changes to the Scope of Work and overall coordination of this project, the Design-Build Contractor shall contact the University's project manager.

For clarification of any item or changes to the Scope of Work and overall coordination of this project, the DESIGN-BUILD CONTRACTOR will contact the Contracting Officer before starting the work. All Changes to the requirements of the contract and this Task Order will be developed, finalized and approved by the Contracting Officer prior to starting the work.

**PART I
SECTION D: PACKAGING AND MARKING**

- D.1** The packing and marking requirement for this RFP shall be governed by the requirements specified in Section L.3.

PART I

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for the resultant contract shall be governed by the General Provisions Architect Engineering Contracts 1989 and Standard Contract Provision for Construction 2007 (Attachment J.1.1 and J.1.2)

PART I

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CONTRACT TYPE:

This is a Design Build with a Guaranteed Maximum Price contract. Offerors will be required to offer a total Design Fee, Design-Builder Fee, General Conditions Budget and Construction Cost. Offerors should submit with their proposal and Offer Letter in substantially the form of Attachment J.2.1.

F.2. TERM OF CONTRACT:

The term of contract shall be from the date in the Notice to Proceed to not later than August 19, 2013. Early completion is strongly encouraged.

PART I

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT:

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

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

G.2 INVOICE SUBMITTAL:

G.2.1 The Design-Builder shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in triplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer (CO) the Contract Administrator (CA) specified in G.7 below. The address of the CFO is:

Name: Chief Financial Officer
University of the District of Columbia
Address: 4200 Connecticut Avenue, NW
Washington, D.C. 20008
Telephone: 202-274-5488

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

G.2.2.1 Design-Builder's name, Federal tax ID, DUNS number and invoice date (Design-Builders are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

G.2.2.2 Contract number, block number two (2) and encumbrance number, and block number twenty-one (21) of the Solicitation Cover Sheet. Assignment of an invoice number by the Design-Builder is also recommended, the assigned UDC Purchase Order Number is required;

G.2.2.3 Description, price, quantity and the date(s) that the supplies/services were actually delivered and/or performed. Contractor shall provide this information with a schedule of values or approved equal.

- G.2.2.4 All sub-Contractor and sub-consultant invoices requested under subject payment application;
- 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 METHOD OF PAYMENT:

- G.3.1 The University will pay the amount due the Design-Builder under this contract in accordance with the terms of the contract and upon presentation of a properly executed invoice.
- G.3.2 Ten percent (10%) of the Design-Build Fee will be withheld as retention. This amount will only be earned by the Design-Builder if the project is delivered before the August 1, 2012, deadline and on the agreed upon budget.

G.4 ASSIGNMENTS:

- G.4.1 Unless otherwise prohibited by this contract, the Design-Builder may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution
- G.4.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.4.3 Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Design-Builder, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.5 CONTRACTING OFFICER (CO):

G.5.1 Contracts may be entered into and signed on behalf of the University of the University Government only by contracting officers. The address and telephone number of the Contracting Officer is:

Sherry Jones-Quashie
Director
University of the District of Columbia
4200 Connecticut Avenue, NW
Washington, DC 20008
(202) 274-5752

G.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER:

G.6.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.6.2 The Design-Builder 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.6.3 In the event the Design-Builder 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.7 CONTRACT ADMINISTRATOR (CA):

G.7.1 The CA is responsible for general administration of the contract and advising the Contracting Officer as to the Design-Builder's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, 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. The CA for this contract is:

Alan Walsh
Project Manager, Real Estate, Facilities and Public Safety
University of the District of Columbia
4200 Connecticut Avenue, NW
Washington, DC 20008

G.7.2 It is understood and agreed that the CA shall not have authority to make any changes in the specifications/scope of work or terms and conditions of the contract.

G.8 UNAUTHORIZED CHANGES:

G.8.1 Design-Builder may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, 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.

G.9 LIMITATION OF AUTHORITY:

G.9.1 Only a person with prior written authority from the CO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the CO or its authorized representative.

G.10 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT:

G.10.1 For contracts subject to the 51% University Residents New Hires Requirement and First Source Employment Agreement, final request for payment must be accompanied by the report or a waiver of compliance discussed in G.37.

G.10.2 The CFO shall not make final payment to the Contractor until the CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% University Residents New Hires Requirement and First Source Employment Agreement

G.11 STOPPAGE OF WORK:

If the Contractor fails to abide by any, or all, of the provisions of the contract, the CO reserves the right, by written notification to the Contractor, to stop all the work, or any portion thereof, affected by the Contractor's failure to comply with the contract requirements. This stoppage will remain in effect until the Contractor has taken action to meet the contract requirements, or any separable part thereof, and the CO notifies the Contractor in writing that work may resume. Stoppage of all part of the work by the CO pursuant to this Section G.10 notwithstanding, the University may terminate the right of the Contractor to proceed as provided in Article 5 of the General Provisions, TERMINATION-DELAYS, of Standard Contract Provisions for Construction Projects, (January 2007).

G.12 PATENTS:

The Contractor shall hold and save the Government, its officers, agents, servants and employees, harmless for liability of, any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, article or appliance manufactured or used in the performance of this contract, including their use by the Government of the District of Columbia.

PART I

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS:

H.1.1 The Design-Builder shall be bound by General Decision Number DC130002 dated 04/05/2013, issued by the U.S. Department of Labor for Building Construction Contracts and incorporated herein as Attachment J.1.4 of this solicitation. The Design-Builder shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Design-Builder shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option periods; the Design-Builder may be entitled to an equitable adjustment.

H.2 AUDITS, RECORDS, AND RECORD RETENTION:

H.2.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Design-Builder's invoices or vouchers and statements of cost audited. For cost reimbursement contracts, any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Design-Builder by the University and an overpayment is found, the Design-Builder shall reimburse the University for said overpayment within thirty (30) days after written notification.

H.2.2 The Design-Builder shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the University under the contract that results from this solicitation.

H.2.3 The Design-Builder shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

H.2.4 The Design-Builder shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, University, or other personnel duly authorized by the Contracting Officer.

H.2.5 Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Design-Builder's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

H.2.6 The Design-Builder shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

H.3 PUBLICITY:

H.3.1 The Design-Builder shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractor 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 CONFLICT OF INTEREST:

H.4.1 No official or employee of the University or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract.

H.4.2 The Design-Builder represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Design-Builder further covenants not to employ any person having such known interests in the performance of the contract.

PART II

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS:

I.1.1 The University is utilizing the attached General Provisions Architect Engineering Contracts 1989 and Appendices A thru D and Standard Contract Provision for Construction 2007 (Attachment J.1.1 and J.1.2), the District of Columbia Procurement Practices Act of 1985, as amended, and Title 8 of the District of Columbia Municipal Regulations, as amended, are incorporated as part of the contract resulting from this solicitation.

I.2 CONTRACTS THAT CROSS FISCAL YEARS:

I.2.1 Continuation of this contract beyond the fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION:

I.3.1 All information obtained by the Design-Builder relating to any employee of the University or customer of the University shall be kept in absolute confidence and shall not be used by the Design-Builder 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:

I.4.1 Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RESTRICTION ON DISCLOSURE AND USE OF DATA:

I.5.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the University except for use in the procurement process shall:

1.5.1.1 Mark the title page with the following legend:

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

I.5.1.2 If however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the University shall have the right to duplicate, use, or disclose the data to the extent consistent with the University's needs in the procurement process. This restriction does not limit the University's rights to use, without restriction, information contained in this data if it is obtained from another source. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets).

I.5.1.3 Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

I.6 RIGHTS IN DATA:

- I.6.1** “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.6.2** 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.6.3** 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.6.4** 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.6.5** All data first produced in the performance of this Contract shall be the sole property of the University. The Design-Builder hereby acknowledges that all data, including, without limitation, computer program codes, produced by Design-Builder 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, Design-Builder hereby transfers and assigns to the University the ownership of copyright in such works, whether published or unpublished. The Design-Builder 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 Design-Builder agrees not to assert any rights in common law or in equity in such data. The Design-Builder 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.6.6** The University shall 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.6.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any University installation to which the computer may be transferred by the University;
 - I.6.6.2** 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.6.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and
 - I.6.6.4** 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.6.7 The restricted rights set forth in section I.6.6 are of no effect unless

(i) the data is marked by the Design-Builder with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____

With _____ (Design-Builder'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 Design-Builder 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 Design-Builder to apply a restricted rights legend to such computer software shall relieve the University of liability with respect to such unmarked software.

I.6.8 In addition to the rights granted in Section I.6.9 below, the Design-Builder 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.6.9 below, under any copyright owned by the Design-Builder, 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 Design-Builder 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 Design-Builder 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.6.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Design-Builder shall use Section I.6 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the University's or the Design-Builder's rights in that subcontractor data or computer software which is required for the University.

I.6.10 For all computer software furnished to the University with the rights specified in Section I.6.5, the Design-Builder shall furnish to the University, a copy of the source code with such rights of the scope specified in Section I.6.5. For all computer software furnished to the University with the restricted rights specified in Section I.6.6, the University, if the Design-Builder, 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 Design-Builder should be declared bankrupt or insolvent by the 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.6.11** The Design-Builder shall indemnify and save and hold harmless the University, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.6.12** 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.6.13** Paragraphs I.6.6, I.6.7, I.6.8, I.6.11 and I.6.13 above are not applicable to material furnished to the Design-Builder by the University and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Design-Builder at the time of delivery of such work

I.7 OTHER CONTRACTORS:

- I.7.1** The Design-Builder 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.8 FIRST SOURCE EMPLOYMENT AGREEMENT:

- I.8.1** The Design-Builder shall maintain compliance with the terms and conditions of the First Source Employment Agreement executed between the University and the Design-Builder throughout the entire duration of the contract, including option periods if any.

I.8.1.1 Residency Hiring Requirements for Contractors and subcontractors

At least fifty-one percent (51%) of the Offeror's Team and every subconsultant's employees hired after the Offeror enters into a contract with the University, or after such subconsultant enters into a contract with the Offeror, to work on this project, shall be residents of the District of Columbia.

Upon execution of the contract, the Offeror and all of its member firms, if any, and each of its subcontractors and sub consultants shall submit to the University a list of current employees that will be assigned to the project, the date that they were hired and whether or not they live in the University.

The Offeror shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Offeror and all member firms, subcontractors, tier subcontractors, sub consultants, and suppliers with contracts in the amount of \$100,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services (“DOES”) upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% University residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10th of each month; (vi) at least 51% apprentices and trainees employed must be residents of the University registered in program approved by the D.C. Apprenticeship Council; and (vii) trade Contractors and subcontractors with contracts in the amount of \$500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

I.8.1.2 Apprenticeship Act

The D.C. Apprenticeship Act of D.C. Law 2-156, (“Act”) as amended shall apply to this project. All subcontractors selected to perform work on the project on a craft-by-craft basis shall be required to comply with this Act. All terms and conditions of the D.C. Apprenticeship Council Rules and Regulations shall be implemented. The Design-Builder shall be liable for any subcontractor non-compliance.

I.9 CONTINUITY OF SERVICES:

I.9.1 The Design-Builder recognizes that the services provided under this contract are vital to the University and must be continued without interruption and that, upon contract expiration or termination, a successor, either the University Government or another Contractor, at the University’s option, may continue to provide these services. To that end, the Design-Builder agrees to:

I.9.1.1 Furnish phase-out, phase-in (transition) training; and

I.9.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.10 INSURANCE:

I.10.1 The Design-Builder will be required to maintain the following types of insurance throughout the life of the contract.

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 University 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 \$2,000,000 per occurrence limits; \$4,000,000 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. **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 \$2,000,000 per occurrence combined single limit for bodily injury and property damage.
3. **Workers' Compensation Insurance.** The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the University or the jurisdiction in which the contract is performed of \$1,000,000 Employee Liability, \$1,000,000 Employee Disease.

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.

4. **Umbrella or Excess Liability Insurance.** The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the

University as additional insured.

5. **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 \$2,000,000 in coverage per incident and \$4,000,000 aggregate.
 6. **Builders Risk Insurance.** The Contractor shall provide Builders' Risk Insurance for the total amount of the contract value.
 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, to Design Build Renovation of Level 2, Building 39 for Human Resources, General Procurement and Finance.
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 University for all claims made against the University, its officers, directs, agents, and employees, except with respect to Workers’ Compensation and Professional Liability”.

I.11 EQUAL EMPLOYMENT OPPORTUNITY:

I.11.1 In accordance with the District of Columbia Administrative Issuance System, Mayor’s Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.2.3. An award cannot be made to any Offeror who has not satisfied the equal employment requirements as set forth by the Department of Human Rights and Local Business Development.

I.12 PAYMENT AND PERFORMANCE BONDS:

I.12.1 After the GMP has been negotiated, the Contractor will be required to submit payment bonds to be in an amount not less than 50% of the amount payable by the terms of the contract and performance bonds to be in an amount not less than 100% of the amount payable by the terms of the contract.

SECTION J: LIST OF ATTACHMENTS

J.1 **LIST OF ATTACHMENTS:**

J.1.1 General Provisions Architect Engineering Contracts 1989

J.1.2 Standard Contract Provision for Construction 2007

J.1.3 General Decision Number DC130002 dated 04/05/2013

J.1.4 Architecture Conceptual Drawings

J.1.5 Living Wage Act and Fact Sheet

J.1.6 Price Breakdown Form – Division 33

J.2 **The following forms must be completed by the Offeror and submitted with its proposal:**

J.2.1 Offer Letter

(Offerors shall complete and incorporate with their proposal packages, the following forms located at www.ocp.dc.gov under solicitation attachments.)

J.2.2 First Source Employment Agreement (Download OCP Website)

J.2.3 Equal Employment Opportunity (Download OCP Website)

J.2.4 Tax Affidavit (Download OCP Website)

J.2.5 Disclosure Statement

J.2.6 Summary Evaluation of Design-BUILDER/Provider Past Performance (OCP form 4001)
Completed by at least two references

J.2.7 Subcontracting Plan

J.3 **ORDER OF PRECEDENCE:**

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(a) The Specifications in Section C of the solicitation;

(b) Clauses as outlined in the solicitation and any amendments;

(c) General Provisions Architect Engineering Contracts 1989 and Standard Contract Provision for Construction 2007;

(d) Other documents, exhibits, and attachments

PART IV

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

- K.1 Certification of Eligibility**
- K.2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-
Lower Tier Covered Transaction**
- K.3 Payment to Subcontractor and Suppliers Certification**
- K.4 Subcontracting Plan (Must Be Notarized)**
- K.5 Proposal Bond**
- K.6 Certification of Independent Price Determination**
- K.7 Employment Agreement**
- K.8 Certification under “Buy American Act” (applicable to purchase of material and
equipment)**
- K.9 Certification as to Type of Business Organization**

**ALL OF THE DOCUMENTS ABOVE, MUST BE FILLED OUT COMPLETELY, SIGNED, AND
SUBMITTED ALONG WITH YOUR PROPOSAL.**

**NOTE – PROPOSAL BOND - MUST BE EXECUTED AND SUBMITTED ALONG WITH
PROPOSAL OTHERWISE YOUR PROPOSAL WILL NOT BE CONSIDERED.**

K.1

CERTIFICATION OF ELIGIBILITY

_____, being duly sworn (or
(President or Authorized Official of Offeror)

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 offeror. 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 of _____

At _____
City and State

Notary Seal

Notary Public

K.2

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

_____, being duly sworn (or
(President or Authorized Official of Offeror)

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 offeror. 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.3

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 subcontractors 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, D. C. 20008
Tel: 202-274-5752*

I hereby certify:

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

Contractor/Company Name

Signature of Official

Date

Title

**K.4
SUBCONTRACTING PLAN**

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

SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontractors)										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ <div style="text-align: center; margin-left: 100px;">1st, 2nd, 3rd</div> LSDBE Certification Number: _____ Certification Status: <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px;">CBE:</td> <td style="padding: 2px;">LBE:</td> <td style="padding: 2px;">DBE:</td> <td style="padding: 2px;">DZE:</td> <td style="padding: 2px;">ROB:</td> <td style="padding: 2px;">LRB:</td> </tr> </table> (check all that apply)			CBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <div style="text-align: right; margin-left: 100px;">Name (Print)</div> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
CBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

(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: _____ <div style="text-align: right; margin-left: 100px;">(Print)</div> Telephone Number: () _____ - _____ Fax Number: () _____ - _____ Email Address: _____	Signature: _____ Title: _____ Date: _____

FOR CO USE ONLY
(SUBCONTRACTORS LIST CONTINUED)

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

SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____% Tier: : _____ 1st, 2nd, 3rd			Point of Contact: _____ Name (Print)							
LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; margin-left: 20px;"> <tr> <td>CBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table>			CBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
CBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

SUBCONTRACTOR INFORMATION:

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____% Tier: : _____ 1st, 2nd, 3rd			Point of Contact: _____ Name (Print)							
LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; margin-left: 20px;"> <tr> <td>CBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table>			CBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
CBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

SUBCONTRACTOR INFORMATION:

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____% Tier: : _____ 1st, 2nd, 3rd			Point of Contact: _____ Name (Print)							
LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; margin-left: 20px;"> <tr> <td>CBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table>			CBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
CBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

SUBCONTRACTOR INFORMATION:

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____% Tier: : _____ 1st, 2nd, 3rd			Point of Contact: _____ Name (Print)							
LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; margin-left: 20px;"> <tr> <td>CBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table>			CBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
CBE:	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-0062
<u>Sherry Jones-Quashie</u> Name of CO	_____ Signature
	_____ Date

K.5
GOVERNMENT OF THE DISTRICT OF COLUMBIA

PROPOSAL BOND (See Instructions on 2 nd page)	Date Bond Executed: (Must Not be Later Than Proposal Opening Date)			
PRINCIPAL (Legal Name and Address)	TYPE OF ORGANIZATION ("X")			
	<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> PARTNERSHIP	
	<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> CORPORATION	
	STATE OF INCORPORATION			
SURETY(IES) (Name(s) and Address(es))	PENAL SUM OF BOND			5% OF PROPOSAL
	AMOUNT NOT TO EXCEED			
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
	PROPOSAL IDENTIFICATION			
PROPOSAL OPENING DATE		INVITATION NO. GF-2012-B-0038		
<p>KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto are firmly bound to the University Government, a municipal corporation, hereinafter called "the University", in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, jointly and severally; Provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action against any or all of us, and for all other purposes each Surety bonds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p>THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the proposal identified above. NOW THEREFORE, if the Principal shall not withdraw said proposal within the period specified therein after the receipt of the same, or, no period be specified, within ninety (90) calendar days after said receipt, and shall within the period specified therefore, or, if no period be specified, within ten (10) calendar days after being called upon to do so, furnish Performance & Payment Bonds with good and sufficient surety, as may be required, for the faithful performance and proper fulfillment of the Contract, and for the protection of all persons supplying labor and material in the prosecution of the work provided for in such Contract or, in the event of withdrawal of said proposal, within the period specified, or the failure to furnish such bond within the time specified, if the Principal shall pay the University the difference between the amount specified in said proposal and the amount for which the University may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue. Each Surety executing this bond hereby agrees that its obligation shall not be impaired by extension(s) of time for acceptance of the proposal that the Principal may grant to the University, notice of which extension(s) to Surety (ies) being hereby waived: Provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the proposal.</p> <p>IN WITNESS WHEREOF, the Principal and Surety (ies) have executed this proposal bond and have affixed their seals on the date set forth above.</p>				
PRINCIPAL				
1. SIGNATURE		1. ATTEST		Corporate Seal
Seal				
Name & Title (typed)		Name & Title (typed)		
2. SIGNATURE		2. ATTEST		Corporate Seal
Seal				
Name & Title (typed)		Name & Title (typed)		

CERTIFICATE AS TO CORPORATION

I, _____, certify that I am _____, Secretary of the Corporation, named as Principal herein, that _____, who signed this bond, on behalf of the Principal, was then of said Corporation; that I know his signature, and his signature thereto is genuine; that said bond was duly signed and sealed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

 Secretary of Corporation

SURETY(IES)

1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		
1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		

INSTRUCTIONS

1. This form shall be used whenever a proposal guaranty is required in connection with construction, alteration and repair work.
2. Corporations name should appear exactly as it does on Corporate Seal and inserted in the space designated "Principal" on the face of this form. If practicable, bond should be signed by the President or Vice President; if signed by other official, evidence of authority must be furnished. Such evidence should be in the form of an Extract or Minutes of a Meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and Corporate Seal affixed thereto. CERTIFICATE AS TO CORPORATION must be executed by Corporate Secretary or Assistant Secretary.
3. Corporations executing the bond as sureties must be among those appearing on the U. S. Treasury Department's List of approved sureties and must be acting within the limitations set forth therein, and shall be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the University. The surety shall attach hereto an adequate Power-Of-Attorney for each representative signing the bond.
4. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal", two witnesses must be supplied, and their addresses, under the word "attest". If executed in Maine or New Hampshire, an adhesive seal shall be affixed.
5. Names of all partners must be set out in body of bond form, with the recital that they are partners composing a firm, naming it, and all members of the firm shall execute the bond as individuals. Each signature must be witnessed by two persons and addresses supplied.

K.6

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- A. Each signature of the Offeror is considered to be a certification by the signatory that:
- (a) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a Proposal, or
 - (iii) the methods or factors used to calculate the prices in the Proposal;
 - (b) The prices in this Contract have not been and will not be knowingly disclosed by the Offeror, directly, to any other Offeror or competitor before Contract opening unless otherwise required by law; and
 - (c) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
- B. Each signature on the proposal is considered to be a certification by the signatory that the signatory;
- (a) Is the person in the Offerors' organization responsible for determining the prices being offered in this Proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs A(a) through A(c) above; or
 - (i) 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(a) through A(c) 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 Offerors' organization);
 - (ii) As an authorized agent, does certify that the principals named in subsection B (2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs A(a) through A(c) above; and
 - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs A (a) through A(c) above.
- C. If the Offeror deletes or modifies subparagraph A (b) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7

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.8

BUY AMERICAN CERTIFICATION

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product, 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.9

TYPE OF BUSINESS ORGANIZATION

The Offeror, by checking the applicable box, represents that

(1) It operates as:

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

(2) If the Offeror is a foreign entity, it operates as:

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

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 PRE-PROPOSAL CONFERENCE:

L.1.1 A Pre-Proposal Conference will be held on Monday, April 29, 2013, beginning at 1:00 p.m., Large Board Room at the 4200 Connecticut Avenue, Washington DC. The purpose of the conference is to provide a structured and formal opportunity for the University to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. This conference will be held directly after the site walk through listed below.

A project site walk through will be held same day immediately following the pre-proposal conference.

L.1.2 Impromptu questions will be permitted and spontaneous answers will be provided at the University's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the University's final position. The prospective Offeror shall submit questions no later than Friday, May 3, 2013, in order to generate an answer. Official answers will be posted and are downloadable from the University's website at www.udc.edu and www.ocp.dc.gov. The University will not mail any responses or other information including amendments to Offerors. Offerors are responsible for assuring that they obtain any and all information posted by the University relating to this solicitation.

L.2 RESERVED

L.3 CONTRACT AWARD:

L.3.1 Most Advantageous to the University

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

L.3.2 Proposal Submission

Proposals must be submitted no later than 2:00 p.m. local time on May 14, 2013. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated 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:

- a. The proposal or modification was sent by registered or certified mail not later than May 14, 2013;

- b. The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused solely by mishandling by the University.
- c. The offer is the only offer received.

L.3.3 Postmarks

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

L.3.4 Late Proposals

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

L.4 PROPOSAL FORM, ORGANIZATION AND CONTENT:

L.4.1 Offerors shall submit **one (1) signed original** and **four (4) copies** of the offer. Proposals shall be typewritten in 12 point font size on 8 ½” by 11” bond paper not to exceed **75** pages (larger illustrations, such as CPM bar charts, may be folded to fit). Telephonic, telegraphic, and facsimile proposals will not be accepted. All items accepted by the University, all pages of the Request for Proposals (RFP), all attachments and all documents containing the Offeror's offer shall constitute the formal contract. **Additional information submitted beyond 75 pages will not be considered.** Submissions should be delivered or mailed to:

Sherry Jones-Quashie, Director
University of the District of Columbia
4200 Connecticut Avenue, NW, Building 38, Room C01
Washington, DC 20008
Phone: (202) 274-5752

L.4.2 Proposals shall be submitted in two separate parts in two separate three (3) ring binders. Part One - Technical Proposal, Part Two – Price Proposal. Parts One and Two shall be submitted in separate envelopes at the time and place specified in Solicitation. Offerors shall structure their proposals to address the Technical Proposal evaluation subfactors identified in Section M, in substantially the order listed. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. *GF-2013-R-0101, Architectural Program Consolidation Building Phase II, Building 32, Level 2.*"

L.4.2.1 Offer Letter

Each Offeror shall submit an offer letter substantially in the form of Attachment J.2.1. Material deviations, in the opinion of the University, from the offer form shall be sufficient to render the proposal non-responsive.

L.4.2.2 Executive Summary

Each Offer should provide a summary of no more than three pages of the information contained in the following sections.

L.4.2.3 General Team Information and Firm(s) Data

Each Offeror should provide the following information for the principal design build firm and each of its sub consultants:

- A. Name(s), address (es), and role(s) of each firm (including all sub-consultants and subcontractors)
- B. Firm profile(s), including:
 - i. Age
 - ii. Firm history (ies)
 - iii. Firm size(s)
 - iv. Areas of specialty/concentration
 - v. Current firm workload(s) projected over the next two years
- C. Description of the team organization and personal qualifications of key staff, including:
 - i. Identification of the single point of contact for the Design-Builder.
 - ii. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the team.
 - iii. Resumes for each key participant on the team, including definition of that person's role, relevant project experience, and current workload over the next two years.

L.4.3 Technical Proposal

L.4.3.1 Relevant Experience and Capabilities

Similarity of Projects – List up to five (5) projects that the General Contractor or Joint Venture Team has worked on in the last 5 years. Each qualified proposal shall include examples of comparable completed projects. For the purposes of this requirement, projects shall be considered similar in scope if the project is a school, university, office building or multi-purpose center that has achieved LEED certification or higher. Project submitted must be the similar in square footage of at least 20,000 sq ft or greater, with dollar value \$1.5 Million or greater. For the purpose of this requirement, “similar projects” does not include churches, manufacturing plants, storage facilities or similar facilities. The Offeror shall provide the following information for each project:

- L.4.3.1.1** Name and location of the similar project;
- L.4.3.1.2** Contact person name and telephone number;
- L.4.3.1.3** Description of the work performed by the Offeror; including comparisons to the work of this solicitation and constraints on performance of the work;
- L.4.3.1.4** Time period of the construction;
- L.4.3.1.5** Completed size in SF;
- L.4.3.1.6** Award and final construction cost (provide actual figures for completed projects). Address items such as timeliness of completion of project and cost control; and whether the project was delivered on-time and on-budget.
- L.4.3.1.7** Previously completed projects should include renovations within an occupied building.

L.4.3.2 Project Delivery Schedule

Each Offeror should prepare a delivery schedule that shows how the Offeror intends to complete all tasks on the project in a timely manner and meet the August 19, 2013, substantial completion/occupancy timeframe.

Schedule - The Offeror shall provide a CPM schedule with durations and logic, representative of the identified project challenges. This information should include; at a minimum, the proposed start of site preparation activities; procurement of all major trades, manufacturing, delivery and erection of structural elements; anticipated building enclosure; delivery and installation of major mechanical elements; installation of interior finish materials; proposed date of substantial completion project closeout. The plan should demonstrate that the Offeror understands the project and has a workable plan and methodology to deliver the project with the stated timeframe. The plan and schedule should be satisfactorily complete, practical, comprehensive and achievable.

L.4.3.3 Key Personnel

The University desires that personnel be assigned to these projects that have experience in completing construction projects on-time and on-budget. The availability and experience of the key individuals assigned to this project will be evaluated as part of this element. The offeror shall submit a matrix listing each key personnel and cite the percentage of time that each person will be dedicated to this project.

L.4.4 Price Proposal:

- L.4.4.1** Table of Contents
- L.4.4.2** Pages 3 through 4 of the solicitation
- L.4.4.3** Attachments J.2.2., J.2.3, J.2.4, J.2.5, J.2.6 and J.2.8
- L.4.4.4** Original Executed Proposal Bond (Section K)
- L.4.4.5** Representations and Certifications (Part IV-Section K) completed and executed in accordance with the instructions included therewith.
- L.4.4.6** Subcontracting Plan -Each Offeror must submit a notarized proposed Local Business Subcontracting Plan that identifies the specific certified business enterprises that will participate in the contract and their anticipated roles. Offeror should complete and submit Subcontracting Plan - Attachment J.2.7.
- L.4.4.7** Tax Affidavit - Each Offeror must submit a tax affidavit substantially in the form of Attachment J.2.4. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia Government.

L.4.5 The original offer shall govern if there is a variance between the original offer and the copy submitted by the Offeror. Each Offeror shall return the complete solicitation as its offer.

L.4.6 The University may reject as unacceptable any offer that fails to conform in any material respect to the Request for Proposal.

L.4.7 The University may also reject as unacceptable any offer submitted on forms not included in or required by the solicitation, or if the solicitation package is obtained from any source other than the University's official source listed below. Offerors shall make no changes to the requirements set forth in the solicitation.

L.5 LEGAL STATUS OF OFFEROR:

Each proposal must provide the following information:

- L.5.1** Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Offeror;
- L.5.2** District of Columbia, if required by law to obtain such license, registration or certification. If the Offeror is a corporation or partnership and does not provide a copy of

its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

- L.5.3** If the Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements. All Joint Ventures must be certified by the DSLBD at the time of proposal submission.
- L.5.4** The University reserves the right to request additional information regarding the Offeror's organizational status.

L.6 STANDARDS OF RESPONSIBILITY:

L.6.1 The prospective Design-Builder must demonstrate to the satisfaction of the University the capability in all respects to perform fully the contract requirements, therefore, the prospective Design-Builder must submit the documentation listed below, within five (5) days of the request by the University.

- L.6.1.1** Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.6.1.2** Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.6.1.3** Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.6.1.4** Furnish evidence of compliance with the applicable University licensing, tax laws and regulations.
- L.6.1.5** Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- L.6.1.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.6.1.7** If the prospective Design-Builder fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Design-Builder to be non-responsible.
- L.6.1.8** The University may make such investigations as it deems necessary to determine the ability of the Offeror to perform the work; the Offeror shall furnish to the University all such information and data requested by the University. The University reserves the right to reject any proposal if the evidence submitted by, or investigation of such Offeror fails to satisfy the

University that the Offeror is qualified to carry out the contract and to complete the work. Conditional proposals will not be accepted.

L.7 EXPLANATION TO PROSPECTIVE OFFERORS:

If a prospective Offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one, in writing. The prospective Offeror shall submit questions no later than Friday, May 3, 2013. The University will respond promptly to submitted questions. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding. Official answers will be posted and are downloadable from the University's website at www.udc.edu. The University will not mail any responses or other information including amendments to Offerors. Offerors are responsible for assuring that they obtain any and all information posted by the University relating to this solicitation

L.8 UNNECESSARILY ELABORATE PROPOSALS:

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

L.9 ORAL PRESENTATIONS:

L.9.1 At the University's option, Offerors considered to be responsive may be requested to provide a single oral presentation at the time and place specified by the University. Presentations shall be limited to 45 minutes plus a 15 minute question and answer period.

L.9.2 Oral presentations will allow Offerors to present the material submitted in their Part One Technical Proposals, and to answer questions by the Technical Evaluation Committee. Offerors deemed to meet the minimum project requirements and determined to be in the competitive range will be notified of the exact time and location for these presentations if required.

L.10 RETENTION OF PROPOSALS:

All submissions shall be retained by the University and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the submissions shall become the property of the University and the University shall the right to distribute or use such information as it determines.

L.11 PROPOSAL COSTS:

The University is not liable for any costs incurred by the Offerors' in submitting proposals in response to this solicitation.

L.12 ACKNOWLEDGMENT OF AMENDMENTS:

The offeror shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment to be included with the proposal at the time of submission; (b) by identifying the amendment number and date in the space provided for this purpose in Section K of the solicitation; or (c) by letter or telegram including mailgrams. The University must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.11.1 Examination of Submissions

Offerors are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this RFP. Failure to do so shall be at the sole risk of the Offeror and may result in disqualification.

L.12 ACCEPTANCE PERIOD:

L.12.1 The Offeror agrees that its proposal remains valid for a period of 120 calendar days from the solicitation closing date or as amended. However, if for administrative reasons, the University is unable to make an award within this time period, the CO will request the Contractor and his/her surety to extend the proposal bond for an additional 120 days.

L.13 PROPOSAL PROTESTS:

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

to hear and decide protests and appeals from written decisions of the CRC. The Board is located at 717 - 14th Street, N.W., Suite 430, Washington, D.C. 20004.

L.14 BEST AND FINAL OFFERS:

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the Government's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Design-Builder selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all Offerors still within the competitive range.

L.15 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS:

Proposals, modifications to proposals, 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.15.1 The proposal or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of proposals; or

L.15.2 The proposal 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.15.3 Postmarks

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

L.15.4 Late Submissions

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

L.15.5 Late Proposals

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

L.15.6 Late Modifications

A late modification of a successful proposal that makes its terms more favorable to the University shall be considered at any time it is received and may be accepted which pledge the full faith and credit of the United States.

L.16 HAND DELIVERY OR MAILING OF PROPOSALS:

University of the District of Columbia
Capital Procurement Division
4200 Connecticut Avenue, NW
Building 38 Room C01
Washington, DC. 20008

L.17 SUBMISSION OF SUBCONTRACTING PLAN:

L.17.1 Any prime Contractor responding to this solicitation shall submit with its offer, a notarized statement detailing its final subcontracting plan. This plan shall meet the requirements described under Section M.19 of this solicitation. A certified CBE prime who plans not to subcontract any portion of the contract work shall still submit such a plan stating so in writing.

L.17.2 A Contractor cannot make any changes to its subcontracting plan without prior written approval by the CO. The approved plan will be incorporated into and become part of the contract.

L.18 FAILURE TO SUBMIT OFFERS:

Recipients of this solicitation not responding with a proposal should not return this solicitation. Instead, they should advise the Capital Procurement Division, 4200 Connecticut Avenue, NW, Washington, DC 20008, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO, of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit a proposal and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.19 SIGNING OF PROPOSALS:

L.19.1 The Contractor shall sign the proposal and print or type its name on the proposal form in the attached Proposal Form Package. Each proposal must show a full business address and telephone number of the Offeror and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.

L.19.2 All correspondence concerning the proposal or resulting contract will be mailed to the address shown on the proposal in the absence of written instructions from the Offeror or Contractor to the contrary. Any proposal submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any proposal submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Offerors shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a proposal rejection.

L.20 ACKNOWLEDGMENT OF AMENDMENTS:

The Offeror shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in item 21 of page 2 (Solicitation, Offer, Award Form) of the solicitation; or (c) by letter or telegram, including mailgrams. The University must receive the acknowledgment by the date and time specified for receipt of proposals. Offeror's failure to acknowledge an amendment may result in rejection of the offer. All amendments to the solicitation will be posted on the UDC (www.udc.edu) web site.

L.21 LOCAL OPERATING FACILITIES:

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

_____	_____
LOCAL ADDRESS	LOCAL TELEPHONE NUMBER/FAX
_____	_____
CELLULAR NUMBER	EMERGENCY NUMBER

EMERGENCY CONTACT PERSON	

L.22 SOLICITATION INFORMATION:

For information concerning this solicitation, please contact:

Sherry Jones-Quashie
Director
Capital Procurement Division
Building 38, Room C01
Washington, DC 20008
202 274-5752
sjones-quashie@udc.edu

L.23 TITLE OF CORRESPONDENCE:

All contractual correspondence shall be directed to:

Sherry Jones-Quashie
Director
Capital Procurement Division
4200 Connecticut Avenue, NW
Building 38, Room C01
Washington, D.C. 20008
Telephone: (202) 274-5752

L.24 PROPOSAL DOCUMENTS:

L.24.1 Persons who obtain proposal materials from anyone other than the University's official source, which is Capital Procurement Division, Building 38, Room C01, Washington, DC 20008, are hereby notified that any addenda/amendments issued under this solicitation, and not acknowledged by an Offeror could affect the proposal amount and/or responsiveness determinations.

L.24.2 The University assumes no responsibility for furnishing any addenda/ amendments to anyone who obtains proposal materials through other than the official channels.

L.24.3 Amendments/Addenda to proposal documents and proposal material are available from the issuing office.

L.25 EXAMINATION OF PROPOSAL DOCUMENTS AND SITE OF WORK:

Offeror's will be held to have:

L.25.1 Checked all measurements and visible features which would in any manner affect the work to be performed.

L.25.2 Verified conditions at the site.

L.26 PAYMENT AND PERFORMANCE BONDS:

Article 12, Sections B and C of the Standard Contract Provisions for Construction Contracts, January 2007, is amended to incorporate the provisions of the District of Columbia Procurement Practices Act of 1985, D.C. Official Code § 2-305.04(b), and 8 DCMR § 3049, which require payment bonds to be in an amount not less than 50% of the amount payable by the terms of the contract and performance bonds to be in an amount not less than 100% of the amount payable by the terms of the contract. The aforesaid requirement is incorporated into this solicitation.

L.27 ACCEPTABLE PROPOSAL GUARANTEES:

L.27.1 A proposal guarantee in the amount of 5% of the proposal price is required with proposals over \$100,000.00. If an Offeror fails to provide the required proposal guarantee, such failure will require rejection of the proposal.

L.27.2 Types of guarantees acceptable to the District of Columbia:

L.27.2.1 A bond provided by a surety in accordance with 8 DCMR Chapter 3049.

L.27.2.2 A certified check or irrevocable letter of credit issued by an insured financial institution in the equivalent amount of the security; or

L.27.2.3 United States government securities that are assigned to the University

L.28 RESTRICTION ON DISCLOSURE AND USE OF DATA:

L.28.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the University except for use in the procurement process shall mark the title page with the following legend:

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

L.28.2 If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the University will have the right to duplicate, use, or disclose the data to the extent consistent with the University's needs in the procurement process. This restriction does not limit the University's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.28.3 Mark each sheet of data it wishes to restrict with the following legend:

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

L.29 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS:

In addition to other proposal submission requirements, the Offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the University to comply with Section 2-536(b) that requires the University to make available electronically copies of records that must be made public. The University's policy is to release documents relating to University proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.30 FAMILIARIZATION WITH CONDITIONS:

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. 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-31 PRE-AWARD SITE VISIT:

University reserves the right for a survey team to visit the Offeror's facilities for the purpose of determining the technical and financial ability to perform. Offeror's shall make a current audited financial statement and other data pertinent to this purpose available at the time the team conducts the site visit.

L.32 PRE-CONSTRUCTION CONFERENCE:

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

University of the District of Columbia
Capital Construction Division
4200 Connecticut Avenue, NW
Room C03
Washington, D.C. 20008

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD:

M.1.1 The contract will be awarded to the responsible offeror whose offer is most advantageous to the University, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the University in making an intelligent award decision based upon the evaluation criteria.

M. 2 EVALUATION CRITERIA:

M.2.1 The University shall evaluate the initial submissions and any subsequent best and final offers in accordance with the provisions of this **Section M** and the University's Procurement Regulations.

M.2.1.1 Evaluation Committee

Each submission shall be evaluated in accordance with this **Section M** by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the CO. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the CO shall select the Offeror whose submissions are determined by the CO to be the most advantageous to the University.

M.3 PROPOSAL EVALUATION:

M.3.1 Each proposal will be scored on a scale of 1 to 100 points based upon the criteria listed in the following parts of section M.3. In addition, Offerors will be eligible to receive up to 12 preference points as described in **Section M.4** of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 112. The total evaluation score will guide the CO in the determination of most advantageous to the University. Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance.

Volume 1 - Technical Capability Information

Total 80 Points

Factor 1 - Relevant Experience and Past Performance (35 points)

The University desires to engage a Design Builder with the experience necessary to perform the scope of work set forth in Section C of this RFP. Offerors will be evaluated based on their demonstrated experience (as required in section L3.1.8). If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. This element of the evaluation will be worth up to thirty-five (35) points.

Sub-factor 1 – Similar projects in the last five years **(20 points)**

Sub-factor 2 – Achieved at minimum LEED Silver certification **(10 points)**

Sub-factor 3- Past Performance Evaluations/Reference (1) for each of the submitted projects **(5 –points)**

Factor 2 - Project Delivery Schedule (25 points)

Each offeror should prepare a delivery schedule that shows how the Offeror intends to complete all project tasks in a timely manner and meet the August 19, 2013, substantial completion/occupancy timeframe. The schedule should be prepared using a Critical Path Method (CPM) and should show key logic ties and activity durations. The schedule should demonstrate that the Offeror understands the project and has a workable method to deliver the project within the stated timeframe. The schedule should be reasonable and how the offeror will satisfactorily complete the project, practicable, comprehensive and achievable. The schedule should also show sufficient level of detail so as to demonstrate that the Offeror is familiar with the key issues related to the Project. This element of the evaluation is worth twenty five (25) points.

Sub-factor 1- Comprehensiveness and Practicality of Schedule/Milestones to Achieve Delivery Timeframe **(15 points)**

Sub-factor 2 – Project Understanding & Construction Task Identification & Description **(10 points)**

Factor 3- Key Personnel (20 points)

The University desires that personnel be assigned to these projects that have experience in completing construction projects on-time and on-budget. The availability and experience of the key individuals assigned to this project will be evaluated as part of this element. This element of the evaluation will be worth up to twenty (20) points.

Sub-factor 1- Key Personnel Experience **(10 points)**

Sub-factor 2 – Key Personnel’s Availability Matrix for Project **(5 points)**

Sub-factor 3 -Past performance reference letters (2) for each key personnel **(5 points)**

M.3.1 Factor 4- Volume 2 - Price Proposal Evaluation (20 points)

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

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

M.3.2.2 Preference Points (12 Points)

The maximum preference points a Contractor can receive is 12. The preference points will be added to the Contractor evaluation score.

M.3.2.3 Total Points

The total points awarded under the solicitation are 112.

M.4 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 proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.4.1. APPLICATION OF PREFERENCES:

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

- M.4.1.1** 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 proposal price for a proposal submitted by the SBE in response to this Invitation for Proposals (IFB).
- M.4.1.2** Any prime Contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the proposal price for a proposal submitted by the ROB in response to this IFB.
- M.4.1.3** Any prime Contractor that is a longtime resident business (LRB) certified by DSLBD will receive a five percent (5%) reduction in the proposal price for a proposal submitted by the LRB in response to this IFB.
- M.4.1.4** Any prime Contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the proposal price for a proposal submitted by the LBE in response to this IFB.
- M.4.1.5** 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 proposal price for a proposal submitted by the DZE in response to this IFB.

M.4.1.6 Any prime Contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the proposal price for a proposal submitted by the DBE in response to this IFB.

M.4.1.7 Any prime Contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the proposal price for a proposal submitted by the VOB in response to this IFB.

M.4.1.8 Any prime Contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the proposal price for a proposal submitted by the LMBE in response to this IFB.

M.5 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 proposals submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime Contractor with certified business enterprises.

M.6. 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.7 VENDOR SUBMISSION FOR PREFERENCES:

M.7.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The CO will verify the Offeror's certification with DSLBD or SLBOC, as appropriate, and the Offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.7.2 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.7.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification process.

M.7.3.1. All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.8.1 Mandatory Subcontracting Requirement

M.8.1.1 For construction contracts in excess of \$250,000, at least 35% of the dollar volume of the construction contract shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods and supplies shall not be counted towards this 35% subcontracting requirement unless such materials, goods and supplies are purchased from SBEs.

M.8.1.2 If there are insufficient qualified SBEs to completely fulfill the subcontracting requirement of the preceding paragraph, then the subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified SBEs are significant participants in the overall subcontracting work.

M.9.1 Certified Business Enterprises Prime Contractor Performance Requirements

M.9.1.2 If a certified business enterprise is selected as a prime Contractor and is granted points pursuant to the Act or is selected through a set-aside program under the Act, that certified business enterprise prime Contractor shall perform at least 35% of the contracting effort, excluding the cost of materials, goods and supplies, with its own organization and resources and, if it subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods and supplies, shall be with certified business enterprises.

M.9.1.3 If the total of the contracting effort, excluding the cost of materials, goods and supplies, proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

M.10.1 Prime Contractor Performance Requirements Applicable to Joint Ventures

M.10.1.1 If a certified joint venture is selected as a prime Contractor and is granted points pursuant to the Act or is selected through a set-aside program under the Act, the certified business enterprise partner of the joint venture shall perform at least 50% of the contracting effort, excluding the cost of materials, goods and supplies, with its own organization and resources and, if the joint venture subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods and supplies, shall be with certified business enterprises.

M.10.1.2 If the total of the contracting effort, excluding the cost of materials, goods and supplies, proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

M.11.1 Performance Requirement for Contracts of \$1 Million or Less

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

M.12.1 Subcontracting Plan

Any prime Contractor responding to this solicitation shall submit with its proposal, a **notarized** statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by this solicitation. Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer and the Director of DSLBD. Each subcontracting plan shall include the following:

- M.12.1.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.12.2.1** A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.12.3.2** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- M.12.3.3** The name of the individual employed by the prime Contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- M.12.3.4** A description of the efforts the prime Contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- M.12.3.5** In all subcontracts that offer further subcontracting opportunities, assurances that the prime Contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.12.3.6** Assurances that the prime Contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the University to determine the extent of compliance by the prime Contractor with the subcontracting plan;
- M.12.3.7** A list of the type of records the prime Contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime Contractor will make such records available for review upon the University's request; and

- M.12.3.8** A description of the prime Contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.
- M.13.1** **Compliance Reports**
By the 21st of every month following the execution of the contract, the prime Contractor shall submit to the contracting officer and the Director of DSLBD a compliance report detailing the Contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:
- M.13.1.2** The dollar amount of the contract or procurement;
- M.13.1.3** A brief description of the goods procured or the services contracted for;
- M.13.1.4** The name and address of the business enterprise from which the goods were procured or services contracted;
- M.13.1.5** Whether the subcontractors to the contract are currently certified business enterprises;
- M.13.1.6** The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- M.13.1.7** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.1.5; and
- M.13.1.8** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in section M.1.5.
- M.14.1** **Enforcement and Penalties for Breach of Subcontracting Plan**
- M.14.1.1** If during the performance of this contract, the Contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the contracting officer and the Director of DSLBD, and the contracting officer determines the Contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- M.14.1.2** In addition, the willful breach by a Contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.