



BID DOCUMENT

ANNOUNCEMENT NO. GF-2012-B-0050


AGENCY: University of the District of Columbia

PROJECT: Janitorial Services

LOCATION: 4200 Connecticut Avenue, NW
Washington, DC 20008

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- Select Capital Procurement
- Select Business Opportunities

| | | | | | | | | | | | |
|--|---------------------|-------------------------------------|--|---|----------|--|--------------------------|--|-----------------------|------|--|
| SOLICITATION, OFFER, AND AWARD | | | 1. Caption | | | Page of Pages | | | | | |
| | | | Janitorial Services | | | 1 | 75 | | | | |
| 2. Contract Number | | 3. Solicitation Number | | 4. Type of Solicitation | | 5. Date Issued | | 6. Type of Market | | | |
| | | GF-2012-B-0050 | | <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency | | September 14, 2012 | | <input type="checkbox"/> Open <input checked="" type="checkbox"/> Set Aside <input type="checkbox"/> Open with Mandatory 35% SBE <input type="checkbox"/> Sub-Contracting Set Aside | | | |
| 7. Issued By: University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW Washington, DC 20008 | | | | 8. Address Offer to: University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW Washington, DC 20008 | | | | | | | |
| NOTE: In sealed bid solicitations "offer" and "offeror" means "bid" and "bidder" | | | | | | | | | | | |
| SOLICITATION | | | | | | | | | | | |
| 9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>2000 14th Street, 3rd Floor, Washington, DC 20009</u> until <u>2:00 P.M.</u> local time <u>October 11, 2012</u> | | | | | | | | | | | |
| CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation. | | | | | | | | | | | |
| 10. For Information Contact | A. Name | | | B. Telephone | | | C. E-mail Address | | | | |
| | Janet C. Concepcion | | | (Area Code) | (Number) | (Ext) | janet.concepcion@udc.edu | | | | |
| | 202 | | | 274-6914 | | | | | | | |
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| OFFER | | | | | | | | | | | |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein. | | | | | | | | | | | |
| 13. Discount for Prompt Payment <input type="checkbox"/> | | | | | | | | | | | |
| 10 Calendar days % | | | 20 Calendar days % | | | 30 Calendar days % | | | _____ Calendar days % | | |
| 14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION): | | | | Amendment Number | | Date | | Amendment Number | | Date | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| 15A. Name and Address of Offeror | | | | 16. Name and Title of Person Authorized to Sign Offer/Contract | | | | | | | |
| 15B. Telephone | | | 15 C. Check if remittance address is different from above - Refer to Section G | | | 17. Signature | | 18. Offer Date | | | |
| (Area Code) | (Number) | (Ext) | | | | | | | | | |
| AWARD (TO BE COMPLETED BY GOVERNMENT) | | | | | | | | | | | |
| 19. Accepted as to Items Numbered | | | 20. Amount | | | 21. Accounting and Appropriation | | | | | |
| | | | | | | | | | | | |
| 22. Name of Contracting Officer (Type or Print) | | | 23. Signature of Contracting Officer (District of Columbia) | | | | 24. Award Date | | | | |
| | | | | | | | | | | | |
|  Government of the District of Columbia | | | | | | | | | | | |

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

B.1 The University of the District of Columbia (the “University”) is seeking a qualified and experienced contractor to provide all management, personnel, labor, materials, supplies, and equipment for janitorial and related services including porter services for the University campuses.

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

B.2 TYPE OF CONTRACT

This is a Fixed Price Contract with a Cost-Reimbursement Component.

B.3 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET-ASIDE MARKET ONLY

This Invitation for Bid (IFB) is designated only for certified Small Business Enterprise (SBE) bidders under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, effective October 20, 2005 (D.C. Law 16-33; D.C. Official Code § 2-218.01 *et seq.*), as amended.

A SBE must be certified as small in the procurement category of 910-39-00 (Janitorial/Custodial Services) in order to be eligible to submit a bid in response to this solicitation.

B.4 FIXED PRICE

The Contractor shall be paid on a monthly fixed price for the basic janitorial services for each building and for four (4) porters in accordance to Section B.6.

B.5 COST REIMBURSEMENT

The Contractor shall be reimbursed for costs incurred in performing the reimbursable services using the prices established in the Price Schedule. All reimbursable services will require the CO’s approval.

The University reserves the right to acquire the reimbursable services from sources other than the Contractor when it is determined to be in the best interest of the University to do so, price and other factors considered.

B.6 PRICE SCHEDULE

B.6.1 Base Year – Basic Services

| CONTRACT LINE ITEM | LOCATION & ADDRESS | AREA | PRICE/ MONTH | QUANTITY | TOTAL PRICE |
|-------------------------------|--|---------------|---------------------|-----------------|--------------------|
| 0001 | UDC Engineering, Building 32 4200 Connecticut Ave., NW | 58,754 sqft. | \$ | 12 months | \$ |
| 0002 | UDC Student Services, Building 38 4200 Connecticut Ave., NW | 115,308 sqft. | \$ | 12 months | \$ |
| 0003 | UDC Administration, Building 39 4200 Connecticut Ave., NW | 85,938 sqft. | \$ | 12 months | \$ |
| 0004 | UDC Library, Building 41 4200 Connecticut Ave., NW | 158,277 sqft. | \$ | 12 months | \$ |
| 0005 | UDC Eng. Addition, Building 42 4200 Connecticut Ave., NW | 78,983 sqft. | \$ | 12 months | \$ |
| 0006 | UDC Power Plant, Building 43 4200 Connecticut Ave., NW | 21,788 sqft. | \$ | 12 months | \$ |
| 0007 | UDC Health Sciences, Building 44 4200 Connecticut Ave., NW | 110,421 sqft. | \$ | 12 months | \$ |
| 0008 | UDC Auditorium, Building 46E 4200 Connecticut Ave., NW | 40,205 sqft. | \$ | 12 months | \$ |
| 0009 | UDC Fine Arts, Building 46W 4200 Connecticut Ave., NW | 23,040 sqft. | \$ | 12 months | \$ |
| 0010 | UDC PE, Building 47 4200 Connecticut Ave., NW | 93,805 sqft. | \$ | 12 months | \$ |
| 0011 | UDC Law School, Building 52 4340 Connecticut Ave., NW | 143,560 sqft. | \$ | 12 months | \$ |
| 0012 | UDC Airport Hanger No. 2 Bldg. 30, National Airport | 12,000 sqft. | \$ | 12 months | \$ |
| 0013 | UDC-CC PR Harris site 4600 Livingston Road, SE | 145,375 sqft. | \$ | 12 months | \$ |
| 0014 | UDC-CC Bertie Backus 5171 South Dakota Ave., NE | 45,000 sqft. | \$ | 12 months | \$ |
| 0015 | 4 Porters – Monday to Friday (8:00AM – 5:00PM) | | \$ | 12 months | \$ |
| Reimbursable Services Ceiling | | | | | \$ 500,000.00 |
| TOTAL FOR BASE YEAR | | | | | \$ |

Base Year – Reimbursable Services

| CLIN | SERVICE | UNIT | UNIT PRICE |
|-------------|--|-----------------|-------------------|
| 0016 | Stripping and waxing | Per Square Foot | \$ |
| 0017 | Carpet and rug shampooing | Per Square Foot | \$ |
| 0018 | Window washing (over 8' from floor level) | Per Square Foot | \$ |
| 0019 | High cleaning (over 8' including walls, ceilings, A/C, lights) | Per Square Foot | \$ |
| 0020 | Venetian blind washing | Per Piece | \$ |
| 0021 | Porter services –After 5:00 PM (Mon to Fri) & Weekend | Per Hour | \$ |
| 0022 | Porter services – Holiday | Per Hour | \$ |

B.6.2 Option Year 1 – Basic Services

| CONTRACT LINE ITEM | LOCATION & ADDRESS | AREA | PRICE/MONTH | QUANTITY | TOTAL PRICE |
|-------------------------------|--|---------------|--------------------|-----------------|--------------------|
| 1001 | UDC Engineering, Building 32 4200 Connecticut Ave., NW | 58,754 sqft. | \$ | 12 months | \$ |
| 1002 | UDC Student Services, Building 38 4200 Connecticut Ave., NW | 115,308 sqft. | \$ | 12 months | \$ |
| 1003 | UDC Administration, Building 39 4200 Connecticut Ave., NW | 85,938 sqft. | \$ | 12 months | \$ |
| 1004 | UDC Library, Building 41 4200 Connecticut Ave., NW | 158,277 sqft. | \$ | 12 months | \$ |
| 1005 | UDC Eng. Addition, Building 42 4200 Connecticut Ave., NW | 78,983 sqft. | \$ | 12 months | \$ |
| 1006 | UDC Power Plant, Building 43 4200 Connecticut Ave., NW | 21,788 sqft. | \$ | 12 months | \$ |
| 1007 | UDC Health Sciences, Building 44 4200 Connecticut Ave., NW | 110,421 sqft. | \$ | 12 months | \$ |
| 1008 | UDC Auditorium, Building 46E 4200 Connecticut Ave., NW | 40,205 sqft. | \$ | 12 months | \$ |
| 1009 | UDC Fine Arts, Building 46W 4200 Connecticut Ave., NW | 23,040 sqft. | \$ | 12 months | \$ |
| 1010 | UDC PE, Building 47 4200 Connecticut Ave., NW | 93,805 sqft. | \$ | 12 months | \$ |
| 1011 | UDC Law School, Building 52 4340 Connecticut Ave., NW | 143,560 sqft. | \$ | 12 months | \$ |
| 1012 | UDC Airport Hanger No. 2 Bldg. 30, National Airport | 12,000 sqft. | \$ | 12 months | \$ |
| 1013 | UDC-CC PR Harris site 4600 Livingston Road, SE | 145,375 sqft. | \$ | 12 months | \$ |
| 1014 | UDC-CC Bertie Backus 5171 South Dakota Ave., NE | 45,000 sqft. | \$ | 12 months | \$ |
| 1015 | 4 Porters – Monday to Friday (8:00AM – 5:00PM) | | \$ | 12 months | \$ |
| Reimbursable Services Ceiling | | | | | \$ 500,000.00 |
| TOTAL FOR OPTION YEAR 1 | | | | | \$ |

Opion Year 1 – Reimbursable Services

| CLIN | SERVICE | UNIT | UNIT PRICE |
|-------------|--|-----------------|-------------------|
| 1016 | Stripping and waxing | Per Square Foot | \$ |
| 1017 | Carpet and rug shampooing | Per Square Foot | \$ |
| 1018 | Window washing (over 8' from floor level) | Per Square Foot | \$ |
| 1019 | High cleaning (over 8' including walls, ceilings, A/C, lights) | Per Square Foot | \$ |
| 1020 | Venetian blind washing | Per Piece | \$ |
| 1021 | Porter services –After 5:00 PM (Mon to Fri) & Weekend | Per Hour | \$ |
| 1022 | Porter services – Holiday | Per Hour | \$ |

B.6.3 Option Year 2 – Basic Services

| CONTRACT LINE ITEM | LOCATION & ADDRESS | AREA | PRICE/ MONTH | QUANTITY | TOTAL PRICE |
|--------------------------------|--|---------------|---------------------|-----------------|--------------------|
| 2001 | UDC Engineering, Building 32 4200 Connecticut Ave., NW | 58,754 sqft. | \$ | 12 months | \$ |
| 2002 | UDC Student Services, Building 38 4200 Connecticut Ave., NW | 115,308 sqft. | \$ | 12 months | \$ |
| 2003 | UDC Administration, Building 39 4200 Connecticut Ave., NW | 85,938 sqft. | \$ | 12 months | \$ |
| 2004 | UDC Library, Building 41 4200 Connecticut Ave., NW | 158,277 sqft. | \$ | 12 months | \$ |
| 2005 | UDC Eng. Addition, Building 42 4200 Connecticut Ave., NW | 78,983 sqft. | \$ | 12 months | \$ |
| 2006 | UDC Power Plant, Building 43 4200 Connecticut Ave., NW | 21,788 sqft. | \$ | 12 months | \$ |
| 2007 | UDC Health Sciences, Building 44 4200 Connecticut Ave., NW | 110,421 sqft. | \$ | 12 months | \$ |
| 2008 | UDC Auditorium, Building 46E 4200 Connecticut Ave., NW | 40,205 sqft. | \$ | 12 months | \$ |
| 2009 | UDC Fine Arts, Building 46W 4200 Connecticut Ave., NW | 23,040 sqft. | \$ | 12 months | \$ |
| 2010 | UDC PE, Building 47 4200 Connecticut Ave., NW | 93,805 sqft. | \$ | 12 months | \$ |
| 2011 | UDC Law School, Building 52 4340 Connecticut Ave., NW | 143,560 sqft. | \$ | 12 months | \$ |
| 2012 | UDC Airport Hanger No. 2 Bldg. 30, National Airport | 12,000 sqft. | \$ | 12 months | \$ |
| 2013 | UDC-CC PR Harris site 4600 Livingston Road, SE | 145,375 sqft. | \$ | 12 months | \$ |
| 2014 | UDC-CC Bertie Backus 5171 South Dakota Ave., NE | 45,000 sqft. | \$ | 12 months | \$ |
| 2015 | 4 Porters – Monday to Friday (8:00AM – 5:00PM) | | \$ | 12 months | \$ |
| Reimbursable Services Ceiling | | | | | \$ 500,000.00 |
| TOTAL FOR OPTION YEAR 2 | | | | | \$ |

Option Year 2 – Reimbursable Services

| CLIN | SERVICE | UNIT | UNIT PRICE |
|-------------|--|-----------------|-------------------|
| 2016 | Stripping and waxing | Per Square Foot | \$ |
| 2017 | Carpet and rug shampooing | Per Square Foot | \$ |
| 2018 | Window washing (over 8' from floor level) | Per Square Foot | \$ |
| 2019 | High cleaning (over 8' including walls, ceilings, A/C, lights) | Per Square Foot | \$ |
| 2020 | Venetian blind washing | Per Piece | \$ |
| 2021 | Porter services –After 5:00 PM (Mon to Fri) & Weekend | Per Hour | \$ |
| 2022 | Porter services – Holiday | Per Hour | \$ |

B.6.4 Option Year 3 – Basic Services

| CONTRACT LINE ITEM | LOCATION & ADDRESS | AREA | PRICE/ MONTH | QUANTITY | TOTAL PRICE |
|-------------------------------|--|---------------|---------------------|-----------------|--------------------|
| 3001 | UDC Engineering, Building 32 4200 Connecticut Ave., NW | 58,754 sqft. | \$ | 12 months | \$ |
| 3002 | UDC Student Services, Building 38 4200 Connecticut Ave., NW | 115,308 sqft. | \$ | 12 months | \$ |
| 3003 | UDC Administration, Building 39 4200 Connecticut Ave., NW | 85,938 sqft. | \$ | 12 months | \$ |
| 3004 | UDC Library, Building 41 4200 Connecticut Ave., NW | 158,277 sqft. | \$ | 12 months | \$ |
| 3005 | UDC Eng. Addition, Building 42 4200 Connecticut Ave., NW | 78,983 sqft. | \$ | 12 months | \$ |
| 3006 | UDC Power Plant, Building 43 4200 Connecticut Ave., NW | 21,788 sqft. | \$ | 12 months | \$ |
| 3007 | UDC Health Sciences, Building 44 4200 Connecticut Ave., NW | 110,421 sqft. | \$ | 12 months | \$ |
| 3008 | UDC Auditorium, Building 46E 4200 Connecticut Ave., NW | 40,205 sqft. | \$ | 12 months | \$ |
| 3009 | UDC Fine Arts, Building 46W 4200 Connecticut Ave., NW | 23,040 sqft. | \$ | 12 months | \$ |
| 3010 | UDC PE, Building 47 4200 Connecticut Ave., NW | 93,805 sqft. | \$ | 12 months | \$ |
| 3011 | UDC Law School, Building 52 4340 Connecticut Ave., NW | 143,560 sqft. | \$ | 12 months | \$ |
| 3012 | UDC Airport Hanger No. 2 Bldg. 30, National Airport | 12,000 sqft. | \$ | 12 months | \$ |
| 3013 | UDC-CC PR Harris site 4600 Livingston Road, SE | 145,375 sqft. | \$ | 12 months | \$ |
| 3014 | UDC-CC Bertie Backus 5171 South Dakota Ave., NE | 45,000 sqft. | \$ | 12 months | \$ |
| 3015 | 4 Porters – Monday to Friday (8:00AM – 5:00PM) | | \$ | 12 months | \$ |
| Reimbursable Services Ceiling | | | | | \$ 500,000.00 |
| TOTAL FOR OPTION YEAR 3 | | | | | \$ |

Option Year 3 – Reimbursable Services

| CLIN | SERVICE | UNIT | UNIT PRICE |
|-------------|--|-----------------|-------------------|
| 3016 | Stripping and waxing | Per Square Foot | \$ |
| 3017 | Carpet and rug shampooing | Per Square Foot | \$ |
| 3018 | Window washing (over 8' from floor level) | Per Square Foot | \$ |
| 3019 | High cleaning (over 8' including walls, ceilings, A/C, lights) | Per Square Foot | \$ |
| 3020 | Venetian blind washing | Per Piece | \$ |
| 3021 | Porter services –After 5:00 PM (Mon to Fri) & Weekend | Per Hour | \$ |
| 3022 | Porter services – Holiday | Per Hour | \$ |

B.6.5 Option Year 4 – Basic Services

| CONTRACT LINE ITEM | LOCATION & ADDRESS | AREA | PRICE/MONTH | QUANTITY | TOTAL PRICE |
|---|--|---------------|-------------|-----------|---------------|
| 4001 | UDC Engineering, Building 32 4200 Connecticut Ave., NW | 58,754 sqft. | \$ | 12 months | \$ |
| 4002 | UDC Student Services, Building 38 4200 Connecticut Ave., NW | 115,308 sqft. | \$ | 12 months | \$ |
| 4003 | UDC Administration, Building 39 4200 Connecticut Ave., NW | 85,938 sqft. | \$ | 12 months | \$ |
| 4004 | UDC Library, Building 41 4200 Connecticut Ave., NW | 158,277 sqft. | \$ | 12 months | \$ |
| 4005 | UDC Eng. Addition, Building 42 4200 Connecticut Ave., NW | 78,983 sqft. | \$ | 12 months | \$ |
| 4006 | UDC Power Plant, Building 43 4200 Connecticut Ave., NW | 21,788 sqft. | \$ | 12 months | \$ |
| 4007 | UDC Health Sciences, Building 44 4200 Connecticut Ave., NW | 110,421 sqft. | \$ | 12 months | \$ |
| 4008 | UDC Auditorium, Building 46E 4200 Connecticut Ave., NW | 40,205 sqft. | \$ | 12 months | \$ |
| 4009 | UDC Fine Arts, Building 46W 4200 Connecticut Ave., NW | 23,040 sqft. | \$ | 12 months | \$ |
| 4010 | UDC PE, Building 47 4200 Connecticut Ave., NW | 93,805 sqft. | \$ | 12 months | \$ |
| 4011 | UDC Law School, Building 52 4340 Connecticut Ave., NW | 143,560 sqft. | \$ | 12 months | \$ |
| 4012 | UDC Airport Hanger No. 2 Bldg. 30, National Airport | 12,000 sqft. | \$ | 12 months | \$ |
| 4013 | UDC-CC PR Harris site 4600 Livingston Road, SE | 145,375 sqft. | \$ | 12 months | \$ |
| 4014 | UDC-CC Bertie Backus 5171 South Dakota Ave., NE | 45,000 sqft. | \$ | 12 months | \$ |
| 4015 | 4 Porters – Monday to Friday (8:00AM – 5:00PM) | | \$ | 12 months | \$ |
| Reimbursable Services Ceiling | | | | | \$ 500,000.00 |
| TOTAL FOR OPTION YEAR 4 | | | | | \$ |
| TOTAL FOR BASE YEAR AND FOUR OPTION YEARS | | | | | \$ |

Option Year 4 – Reimbursable Services

| CLIN | SERVICE | UNIT | UNIT PRICE |
|------|--|-----------------|------------|
| 4016 | Stripping and waxing | Per Square Foot | \$ |
| 4017 | Carpet and rug shampooing | Per Square Foot | \$ |
| 4018 | Window washing (over 8' from floor level) | Per Square Foot | \$ |
| 4019 | High cleaning (over 8' including walls, ceilings, A/C, lights) | Per Square Foot | \$ |
| 4020 | Venetian blind washing | Per Piece | \$ |
| 4021 | Porter services –After 5:00 PM (Mon to Fri) & Weekend | Per Hour | \$ |
| 4022 | Porter services – Holiday | Per Hour | \$ |

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The University of the District of Columbia (the "University") is seeking a qualified and experienced contractor to provide all management, personnel, labor, materials, supplies, and equipment for janitorial and related services including porter services for the University campuses.

The bidder must have completed two (2) janitorial contracts for the DC government, federal or commercial facilities within the past five (5) years. The project amount must be at least \$500,000.00 for a year of janitorial services.

The purpose of this procurement is to provide basic janitorial and related reimbursable services for one year from the date of award. The Contractor shall be responsible for providing these services as outlined in Section C with the goal of having clean, comfortable and operable facilities for the University school systems and the public at all times.

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

C.2 APPLICABLE DOCUMENTS

Contractor shall perform all work hereunder as specified, but if this contract does not prescribe specific direction, Contractor shall provide the work in accordance with industry standards, including the following:

| Item No. | Document Type | Title | Version/Date |
|----------|--------------------------|--|----------------|
| 1 | Federal Regulations | U.S. Department of Labor Occupational Safety and Health Administration 29 CFR, Part 1910, Subparts A-P http://www.osha.gov/ | 2003 Ed. |
| 2 | OCP Document (Directive) | OCP Directive 1303.00 Environmentally Preferable Purchasing | 10/01/2003 |
| 3 | U.S. Law | Environmental Protection Agency (EPA) 42 USC sections 6901-6976 Concerning Hazardous Substances and Waste available at http://www.epa.gov | Latest Version |
| 4 | U.S. Law | Occupational Safety and Health Administration (OSHA) General Industry Standards - 29 CFR Part 1900 General Industry Safety and Health Standards – 29 CFR 1910 Construction Industry Standards – 29 CFR Part 1926 Hazardous and Toxic Materials | Latest Version |

| | | | |
|----|-----------------------|--|---------------------------|
| 5 | U.S. Law | National Fire Protection Association(NFPA) http://www.nfpa.org/aboutthecodes/listofcodesandstandards.asp?cookie%5ftest=1 | 2007 |
| 6 | U.S. Law | Management of Buildings and Grounds 41 CFR, Part 101-120 | July 1990 |
| 7 | U.S. Law | 40 CFR, Parts 260, 261, 264, 265, 268, 270, and 273 | Latest Version |
| 8 | U.S. Law | National Emission Standards for Hazardous Air Pollutants http://www.epa.gov/ttn/atw/mactfnlalph.html | Latest Version |
| 9 | Executive Order 13101 | Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition http://www.epa.gov/epp/pubs/13101.pdf | 1998 |
| 10 | Federal Regulation | Energy Policy Act (EPAAct) http://www.ferc.gov/legal/maj-ord-reg/epa.pdf http://www.epa.gov/oust/fedlaws/publ109-058.pdf | 1992 and 2005 |
| 11 | DC Law | The Clean and Affordable Energy Act http://bcap-energy.org/files/DC_Clean_Affordable_Energy_Act_2008.pdf | 2008 |
| 12 | Municipal Regulation | DC Solid Waste and Multi-Materials Management Act http://os.dc.gov/os/lib/os/info/odai/title_21/title21chapter20.pdf | 1998 |
| 13 | U.S. Law | The Resource Conservation and Recovery Act (RCRA) http://www.epa.gov/lawsregs/laws/rcra.html | 1976 |
| 14 | D.C. Code | D.C. Official Code, Sections 10-1005, Parks, Public Buildings and Grounds at www.dccouncil.washington.dc.us | 2001 Ed. 2005 Supp. |
| 15 | D.C. Law | D.C. Code; § 2-303.04 (2001), Title II of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004 available at www.dccouncil.washington.dc.us | April 13, 2005 |

C.3 BACKGROUND

The University of the District of Columbia was chartered in 1974 and is the only fully-accredited public institution of higher education in the nation's capital. As an urban land-grant university, it supports a broad mission of education, research and community service across all undergraduate and graduate divisions. Currently, the University has three colleges (Arts and Science, Business and Public Administration, Engineering and Applied Sciences), a law school (David A. Clarke School of Law) and a Community College (two locations), offering certificate, associate degree and workforce development programs.

C.4 REQUIREMENTS

- A) The Contractor shall provide basic janitorial and related reimbursable services including porter services for the University campuses which include the locations listed in Section C.4.1.
- B) Five (5) days upon contract award, the Contractor shall provide the employees information who will provide services stated in the contract. These information includes:
 - a) Complete Name
 - b) Address
 - c) Social Security
 - d) Copy of valid ID
 - e) Security Check
- C) The time for performance of all janitorial services for each building/facility shall be coordinated with the Contract Administrator upon contract award in accordance with the hours of operations listed in Section C.4.D. The Final Schedule shall be submitted to the CA within ten (10) calendar days of contract award.
- D) The hours of operations of the University are between the hours of 8:00 AM through 10:00 PM. The Contractor shall perform the basic daily cleaning with three (3) shifts. The day shift (or first shift) begins from 8:00 AM to 4:00 PM, the mid shift (or second shift) starts from 4:00 PM to 9:00 PM and the evening shift (the third shift) begins from 10:00 PM to 6:00 AM. First and second shifts work Monday to Friday while third shift works Monday through Thursday. The third shift does not clean on Friday and Saturday nights. However, the third shift resumes cleaning services on Sunday afternoon, starting from 5:00 PM to 11:30 PM to prepare the classrooms and laboratories ready for Monday morning class.

C.4.1 FACILITIES AND LOCATIONS

The Contractor shall provide janitorial and related reimbursable services including porter services for the University campuses located at the following locations:

- A) UDC Van Ness campus (also referred to as the Main Campus in this solicitation) located at 4200 and 4340 Connecticut Avenue, NW Washington, DC consisting of eleven (11) buildings. These buildings comprises of:
 - a) Building #32 – Engineering Department
 - b) Building #38 – Student Government/Services
 - c) Building #39 – Administration
 - d) Building # 41 – Learning resources/Library
 - e) Building #42 – Math Department/Engineering Addition
 - f) Building #43 – Power Plant
 - g) Building #44 – Health Sciences
 - h) Building #46E – Auditorium
 - i) Building #46W – Music Department
 - j) Building #47 – Gymnasium/Physical Education
 - k) Building #52 – Law School (only building located at 4340 Connecticut Avenue)

The Main Campus also encompasses classrooms, laboratories, libraries, theatres, auditorium, bookstore, gymnasium, cafeteria, administrative offices, maintenance shop, day care center, health center, amphitheater, playground, plaza deck, swimming pool, 3 deck parking garage, walkways, alleys, warehouse as well as service centers such as mail room and reproduction. The Main Campus also has roof top parking at the Yuma street that will require janitorial services.

- B) The University of the District of Columbia - Community College at PR Harris High School site - a single facility located at 4600 Livingston Road, SE, Washington, DC. The facility has three floors, each assigned for office use, classrooms, and laboratories. The PR Harris site also has large hallways and open spaces used for community meetings and related educational functions. The basement and the third floor will not be a part of this contract. The contract focuses only on the first floor and a portion of the second floor for a combined total square footage of approximately 145,375 sqft. Office floors are covered with carpet tiles and the hallway with vinyl tiles.
- C) The University of the District of Columbia - Community College at Bertie Backus Middle School – a newly renovated educational facility located at 5171 South Dakota Avenue, NE, Washington, DC equipped with class rooms, faculty and staff offices, computer and nursing labs including conference and/or meeting rooms. Office floors are covered with carpet tiles and the hallway with vinyl tiles.
- D) One (1) building located at the Reagan National Airport, Hangar #2 - The aeronautical engineering program at the airport has a finished concrete floor in the work shop and at the hangar. The office floors are carpeted and the hallway including the class rooms are covered with vinyl tiles. The rest room has capacity to accommodate four people at a time.

C.4.2 BASIC STANDARD SERVICES

The Contractor shall furnish all management, personnel, labor, materials, supplies, and equipment to perform the basic standard services described in this section. The basic standard services are included in the basic monthly price for each building.

C.4.2.1 GENERAL REQUIREMENT

The Contractor shall perform the following general requirement applicable to all common areas in all locations:

C.4.2.1.1 DAILY SERVICES TO BE PERFORMED IN ALL BUILDINGS

- 1) Clean interior space and offices. All interior space shall present a uniformly, clean appearance. All vertical and horizontal surfaces shall be dusted with a treated dust cloth. All surfaces shall be free of dirt, dust and debris; glass surfaces (excluding exterior windows) shall be cleaned and free of smudges; furniture shall be free of dust, dirt and debris; carpets shall be free of spots, stains, dirt and debris; floors requiring a finish shall be maintained at a high luster and shall be free of all marks, dirt and debris. Wood paneling shall be free of soil substances, dust, streaks and spots.

- 2) Clean and disinfect restrooms. Fixtures shall present a clean, shining appearance free from dust, spots, stains, rust, mildew, soap residues, mineral deposits and organic materials. Floors shall be cleaned, disinfected and free of dust, dirt, debris or bacteria. Partition and walls shall be free of dirt, graffiti and dust. The Contractor shall only use cleaning solutions suitable to protect and preserve the natural luster of the marble floors and counters.
- 3) Stock supplies on shelf in designated storage spaces in quantities adequate to ensure sufficiency between cleanings. The supplies include but not limited to paper towels, liquid soap, toilet tissues, toilet seat covers, air fresheners, hand sanitizers and trash liner. In restrooms where there is no soap dispenser, the Contractor shall provide and install dispensers and repair/replace dispensers them if they become broken. A minimum of 7 days of all identified supplies shall be stocked on shelf at the work site at all times.
- 4) Clean and maintain corridor, lobby and entrances free from litter, dirt, debris and discarded items. Cleaned corridors and entrances shall show no sign of liquid spillage, stains or foreign matter.
- 5) Clean and disinfect drinking fountain. The drinking fountains shall be free of watermarks, debris and encrustation.
- 6) Clean exterior grounds, sidewalks, steps, entrance-ways, fountains, drainage grates/traps, and parking areas. All areas from each facility shall be kept free from all trash and debris.
- 7) Clean stairwell and landing. These areas shall be swept clean and free from litter and dirt and all walls and doors shall be spot cleaned. Foreign matter such as gum and spillage shall be removed. Every Friday, stairwells shall be thoroughly cleaned and wet mopped.
- 8) Clean and maintain elevator cab, door tracks and surfaces free of dust, dirt, graffiti, smudges, soil substances, gum or other foreign matter.
- 9) Clean and maintain floor surfaces (vinyl, wood, terrazzo, marble, brick pavers and concrete) free from dirt, spillage and foreign matter.
- 10) Wash window and glass door Transoms - interior and exterior 8' and below from the ground level. Glass surfaces shall be cleaned and free of smudges.
- 11) Clean and maintain the plaza area/plaza deck, amphitheatre and adjacent areas in the Main Campus free from dirt and litter. Trash cans need to be emptied and areas sweep cleaned daily in these areas. Special emphasis shall be given to these areas during warm weather due to increase usage.
- 12) Collect and remove facility trash and recyclables from their designated receptacles.
 - a) All facility trash and recyclables shall be collected as often as necessary to assure that trash and paper will not accumulate and overflow receptacles.

- b) The recyclables shall be collected separately and stored in designated, labeled recycle containers.
- c) On a daily basis, empty recyclables, from offices where large and mid-sized centralized containers are located. Centralized containers may be large white corrugated boxes approximately 42" high holding white ledger paper and/or mixed paper and smaller corrugated boxes approximately 18" high holding newspapers. Centralized containers may also be composed of a plastic material.
- d) Empty centralized containers into marked plastic recycling containers (with wheels) designed for recycling use only. Most central containers are serviced once a week and more than once if needed.
- e) Provide descriptive labels in Spanish and English on all containers used to transport trash and recyclables to the loading dock or designated pick-up point within each building.
- f) Take recycling containers to the loading dock or pick-up point within the building to be replaced by the same size and type of container for recycling transport only. As specified, on a building by building basis, there may be a need to empty the recycling containers into another larger container designated by the recycling hauler for transport.
- g) Separate the recycling materials (white paper, mixed paper, newspaper and corrugated boxes and commingle (mixed) beverage and food containers (i.e. glass and plastic bottles and aluminum and tin cans) from the regular trash. Commingled bottles and cans should NOT be mixed with recycled paper but placed in a separate container for collection by the recyclables hauler. If such container is not available, place the clear plastic bags containing the bottles and cans next to the other recycling containers for open hauling collection.
- h) Pull corrugated containers from the trash stream and place them into designated places for recycling. Bundle or bind the corrugated containers to facilitate transport by the recycling hauler. Corrugated cardboard should never be placed in trash dumpsters or compactors for disposal.
- i) Dumpster sites shall be kept clean, orderly and trash shall not be allowed to blow around on the ground. Trash receptacles/waste baskets shall be emptied daily to rid them of dirt, food, beverage spoilage and odors. Broken furniture, wooden pallets and similar large objects are to be set aside for bulk collection pick up.
- j) The wastepaper baskets in each facility shall be emptied and the contents shall be dumped into a mobile trash container. The mobile trash container shall be a rubber or plastic container or a similar container approved by the University. The mobile trash container shall be brought into the room and each wastepaper basket shall be dumped directly into it, not transported across the room to it.

- k) Each wastepaper basket shall be lined with a suitable sized plastic bag or sufficient durability and thickness to prevent liquids from leaking through the bag.
- l) When each bag is filled or when all trash is collected, each bag shall be sealed and put directly in a trash container/dumpster located at the loading dock of Building 38.
- m) The Contractor shall be responsible for assuring that any spillage in the area of the container/dumpster shall be cleaned up immediately. The Contractor shall keep the area around the container/dumpster clean and sanitary at all times.
- n) The Contractor shall supply and replenish hand sanitizers in sanitizer dispensers in all facilities. The equivalent hand sanitizers must be provided to fill the dispensers already in place.
- o) Dumpster sites shall be kept clean, orderly and trash shall not be allowed to blow around on the ground. Trash receptacles/waste baskets shall be emptied daily to rid them of dirt, food, beverage spoilage and odors. Broken furniture, wooden pallets and similar large objects are to be set aside for bulk collection pick up.

C.4.2.1.2 WEEKLY SERVICES TO BE PERFORMED IN ALL BUILDINGS

The Contractor shall perform weekly services as follows:

- A) Vacuum and spot clean carpet. Carpet should be free of spots, stains, chewing gum, tar, grease, litter and shall present a uniformly, clean appearance. The Contractor shall use appropriate equipment necessary to vacuum carpet in corners and underneath low furniture and equipment.
- B) Thorough cleaning of elevators. Each elevator shall be taken out of the automatic services mode prior to cleaning and be returned to the automatic service mode when cleaning is completed. At no time should elevator doors be wedged open.
 - a) All horizontal and vertical surfaces and louvers shall be dusted with a treated dust cloth.
 - b) Any carpet within the elevators shall be vacuumed and spot cleaned.
 - c) Non-carpeted floors shall be damp mopped and spray buffed and door tracks cleaned.
 - d) Walls shall be spot cleaned and metal shall be polished.
 - e) All light fixtures shall be damp wiped.
 - f) Elevators tracks and groves shall be cleaned, with a machine especially designed for removing all grit, sand and other debris.

- C) Spray buff floors in entrances, lobbies, main corridors, hallways and vending machine areas. Floors will be damp mopped with a neutral cleaner and polished with a floor polishing machine to maintain a consistent high luster. Sweep and damp mop stairwells. Spray buff floors in secondary corridors. Vacuum and spot clean carpets.

C.4.2.1.3 MONTHLY SERVICES

The Contractor shall perform monthly services as follows:

- A) All vertical surface, drapes, window blinds and upholstery shall be vacuumed using the proper attachments for such work.
- B) High dusting/cleaning up to 8'. Ceilings shall be free from cobwebs and loose dirt.
- C) Scrub the auditorium stage and gymnasium floor using low suds, non-ammoniated cleaning solution.

C.4.2.1.4 PORTER SERVICES

The Contractor shall provide four (4) porters from Monday to Friday during working hours (8:00 AM – 5:00 PM) to perform services assigned by the Contract Administrator. Porters shall not be paid to perform daily basic cleaning services to substitute for the absence of cleaning personnel. The Porter shall perform the following related services:

- A) Remove and arrange office and classroom furniture, equipment and appliances.
- B) Move heavy pieces of equipment and machinery.
- C) Assist in assembly and disassembly of furniture, furnishings, partitions.
- D) Clean graffiti from interior and exterior surfaces of buildings.
- E) Provide special cleaning before, during and after special events.

C.4.2.2 SPECIFIC REQUIREMENT PER LOCATION IN ADDITION TO DAILY, WEEKLY AND MONTHLY REQUIREMENTS

- 1) UDC Engineering, Building No. 32

Classroom chalk boards shall be washed and chalk trays cleaned. Furniture must be realigned in a tidy manner. All chairs shall face the blackboard with the exception of one (1) table and one (1) chair placed in the front of the blackboard facing all other chairs. Each computer desk shall be free of dust.

- 2) UDC Student Services, Building No. 38

Classroom chalk boards shall be washed and chalk trays cleaned. Furniture must be realigned in a tidy manner. All chairs shall face the blackboard with the exception of one (1) table and one (1) chair placed in the front of the blackboard facing all other chairs. Each computer desk shall be free of dust. Clean seating area in the cafeteria. The food service area and food storage area in the cafeteria are excluded in this contract. Wet mop vending machine area weekly and wet mop the seating area daily. Align the chairs and tables appropriately.

3) UDC Administration, Building No. 39

The Contractor shall properly place appropriate number of chairs at each reading desk. Each computer desk shall be free of dust.

4) UDC Library, Building No. 41

Classroom chalk boards shall be washed and chalk trays cleaned. Furniture must be realigned in a tidy manner. All chairs shall face the blackboard with the exception of one (1) table and one (1) chair placed in the front of the blackboard facing all other chairs. Each computer desk shall be free of dust.

5) UDC Engineering Addition, Building No. 42

Classroom chalk boards shall be washed and chalk trays cleaned. Furniture must be realigned in a tidy manner. All chairs shall face the blackboard with the exception of one (1) table and one (1) chair placed in the front of the blackboard facing all other chairs. Each computer desk shall be free of dust.

6) UDC Power Plant, Building No. 43

Classroom chalk boards shall be washed and chalk trays cleaned. Furniture must be realigned in a tidy manner. All chairs shall face the blackboard with the exception of one (1) table and one (1) chair placed in the front of the blackboard facing all other chairs. Top of laboratory counters shall be wiped clean. Each computer desk shall be free of dust.

7) UDC Health Sciences, Building No. 44

Classroom chalk boards shall be washed and chalk trays cleaned. Furniture must be realigned in a tidy manner. All chairs shall face the blackboard with the exception of one (1) table and one (1) chair placed in the front of the blackboard facing all other chairs. Top of laboratory counters shall be wiped clean. Each computer desk shall be free of dust.

8) UDC Auditorium, Building No. 46E

The Contractor shall sweep the stage floor daily. It shall be mopped monthly with untreated mop to remove dirt, spots, splash marks and smudges. No oil shall be used on the mop or cloth.

9) UDC Fine Arts, Building No. 46W

Classroom chalk boards shall be washed and chalk trays cleaned. Furniture must be realigned in a tidy manner. All chairs shall face the blackboard with the exception of one (1) table and one (1) chair placed in the front of the blackboard facing all other chairs. The Contractor shall sweep the dance floor daily. It shall be mopped monthly with untreated mop to remove dirt, spots, splash marks and smudges with a damp cloth or wet mop. No oil shall be used on the mop or cloth. Mirrors in the dance room shall be washed weekly.

10) UDC Physical Education, Building No. 47

The Contractor shall sweep the gymnasium floor daily. Classroom chalk boards shall be washed and chalk trays cleaned. Furniture must be realigned in a tidy manner. All chairs shall face the blackboard with the exception of one (1) table and one (1) chair placed in the front of the blackboard facing all other chairs. Gymnasium floor shall be mopped monthly with untreated mop to remove dirt, spots, splash marks and smudges with a damp cloth or wet mop. No oil shall be used on the mop or cloth. Lockers and equipment in exercise rooms shall be dusted. Debris from the rear of bleachers shall be removed. Wet mop vending machine area and concession space weekly. Clean exercise room, lounge and pool area daily.

11) UDC Law School, Building No. 52

Classroom chalk boards shall be washed and chalk trays cleaned. Furniture must be realigned in a tidy manner. All chairs shall face the blackboard with the exception of one (1) table and one (1) chair placed in the front of the blackboard facing all other chairs. Each computer desk shall be free of dust.

12) Reagan National Airport, Hanger No. 2, Building No. 30

Classroom chalk boards shall be washed and chalk trays cleaned. Furniture must be realigned in a tidy manner. All chairs shall face the blackboard with the exception of one (1) table and one (1) chair placed in the front of the blackboard facing all other chairs.

13) UDC-Community College, PR Harris site

Classroom chalk boards shall be washed and chalk trays cleaned. Furniture must be realigned in a tidy manner. All chairs shall face the blackboard with the exception of one (1) table and one (1) chair placed in the front of the blackboard facing all other chairs. Each computer desk shall be free of dust.

14) UDC-Community College, Bertie Backus site

Classroom chalk boards shall be washed and chalk trays cleaned. Furniture must be realigned in a tidy manner. All chairs shall face the blackboard with the exception of one (1) table and one (1) chair placed in the front of the blackboard facing all other chairs. Each computer desk shall be free of dust.

C.4.3 REIMBURSABLE SERVICES

The Contractor shall furnish all management, personnel, labor, materials, supplies, and equipment to perform the following reimbursable services. These reimbursable services will be invoiced separately from the basic services provided to each building. The Contractor shall not perform reimbursable services by diverting resources from basic services. Upon request by the Contracting Officer (CO), the Contractor shall submit a price proposal for the requested reimbursable services in accordance with the Contractor's rates in Section B.6 - Price Schedule.

C.4.3.1 STRIPPING AND WAXING (QUARTERLY SERVICES)

- A) The Contractor shall strip and refinish tile floors, brick pavers and finished concrete floors in all facilities.
- B) The Contractor shall strip all vinyl and tile floors of all old finish and shall apply two (2) coats of floor finish. The finish shall be applied evenly and sufficiently to withstand normal day-to-day traffic. The Contractor shall use a skid free buffable floor finish. Floors requiring a finish shall be maintained at a high luster and shall be free of all marks, streaks, dirt and debris. Please see below the recommended Floor Care:
- a) **Asphalt Tile** – Asphalt tile is a mixture of asbestos fibers, pigments and inert fillers bound together with an asphalt or resin binder. Oils and solvents shall not be used.
 - b) **Ceramic Tile** – Ceramic tile is a mixture of clay and water which has been shaped and then fired in a kiln at high temperature. Harsh cleaners shall not be used.
 - c) **Concrete** – Concrete is a mixture of Portland cement with sand, gravel and water which is poured and set as a solid mass. Due to chemical reaction of the cement, it should be sealed to prevent dusting. Use of harsh cleansers and acids shall not be used.
 - d) **Cork** – Ground cork bark is molded and compressed into natural resins in the corks, or added resins serve to bind the mass together when heat cured under hydraulic pressure. It may or may not be waxed. It is easily damaged by the use of water.
 - e) **Linoleum** – Linoleum is a mixture of ground cork, wood flour, resins, color pigment and oxidized linseed oil or combination for drying oils, all are mixed together, rolled out and compressed onto asphalt, saturated felt, burp, jute or other backing. Oils and solvents should be avoided on this type of floor.
 - f) **Marble** – Marble is essentially calcium carbonate which has been changed by nature through pressure, heat and water into crystalline form. Marble is easily damaged by acids.
 - g) **Poured Floors** – Synthetic resins are used to produce poured in place, seamless floors with urethane and epoxy types being the most popular. All oils and solvents should be avoided at all times.
 - h) **Rubber** – Rubber is a mixture of rubber – natural synthetic and/or reclaimed with inert fillers and color pigments. It is subject to deterioration from oils and solvents.
 - i) **Terrazzo** – Terrazzo is a polished surface floor consisting of marble or granite chips mixed with a Portland cement mixture. Terrazzo is easily damaged by the use of harsh acids and alkaline.
 - j) **Vinyl** – Vinyl resins are used as the building agent and may be any one of the following general classifications: (a) Vinyl asbestos tile composed of asbestos fibers

and color pigments with vinyl resin used as the binder. It is somewhat more flexible, resilient, and stain resistant than asphalt tile (b) Homogeneous flexible vinyl is somewhat comparable to rubber tile. It does not have as much filler and less invert pigment. Some flexible vinyl is laminated to a backing material such as cork or coarser vinyl flooring (c) Calendered vinyl flooring is somewhat comparable to conventional inlaid linoleum, except that the oxidized drying oils are replaced by a vinyl resin and plasticized. It is available either in tile or yard goods form.

- g) **Wood** – Including gym floors, the wood floors in common use may be either soft woods or hard woods, in a variety of widths, thicknesses and designs, and they may be either open grain or closed grain. Strip flooring is generally nailed to a wooded sub-floor; parquet flooring is generally laid in mastic on top of the sub-floor. Unless the floor is properly sealed, water will raise the grain and roughen the surface. Use of water for cleaning is generally recommended, unless used sparingly. Avoid strong cleaners.

- C) Steps and landing shall be stripped and refinished every ninety (90) days. A non-skid finish shall be applied.

C.4.3.2 CARPET SHAMPOOING FOR ALL BUILDINGS (SEMI-ANNUALY)

The Contractor shall shampoo carpets and rugs using Environmentally Preferable Products (EPP). See Section H.13.

C.4.3.3 ADDITIONAL PORTER SERVICES

The Contractor shall provide porter services after regular working hours, weekends and during holidays to perform services during special events. Porters shall be paid in accordance to the hourly rates submitted by the Contractor in Section B.6.

SECTION D: PACKAGING AND MARKING

The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007. (Attachment J.1)

SECTION E: INSPECTION AND ACCEPTANCE

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

E.1.1 Inspection Of Supplies:

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

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

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

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

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

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

- (2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest.
- (f) The District has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The District may reject nonconforming supplies with or without disposition instructions.
- (g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.
- (h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the District may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.
- (i) If this contract provides for the performance of District quality assurance at source, and if requested by the District, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for District inspection.
- (j) The District request shall specify the period and method of the advance notification and the District representative to whom it shall be furnished. Requests shall not require more than 2 business days of advance notification if the District representative is in residence in the Contractor's plant, nor more than 7 business days in other instances.
- (k) The District will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. District failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the District, for non-conforming supplies.
- (l) Inspections and tests by the District do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
- (m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the District, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor

fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the District will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby.

E.1.2. Inspection Of Services:

(a) Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.

(c) The District has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District will perform inspections and tests in a manner that will not unduly delay the work.

(d) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.

(e) If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.

(f) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the District may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the District that is directly related to the performance of such services, or (2) terminate the contract for default.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) year from date of award with four (4) option periods.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4) option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

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

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

F.3 DELIVERABLES

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

| Section | Deliverable | Quantity | Format/Method of Delivery | Due Date | To Whom |
|---------|-----------------------------------|----------|---------------------------|----------------------------------|---------|
| C.4.B | Employee Information | 1 | Hard copy and soft copy | Within 5 days of contract award | CA |
| C.4.C | Performance Schedule per Building | 1 | Hard copy and soft copy | Within 10 days of contract award | CA |

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to section G.3.2.

SECTION G: CONTRACT ADMINISTRATION**G.1 INVOICE PAYMENT**

- G.1.1** The University will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The University will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

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

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

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8** Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the fifty one percent (51%) District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section **H.5.5**.

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

G.4 PAYMENT

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

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

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

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

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

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

G.6 THE QUICK PAYMENT CLAUSE**G.6.1 Interest Penalties to Contractors**

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of One Percent (1%) per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

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

G.6.2 Payments to Subcontractors

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

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

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

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

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

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

G.6.3 Subcontract requirements

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

G.7 CONTRACTING OFFICER (CO)

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

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

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINISTRATOR (CA)

- G.9.1** The CA is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. These include:
- G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.2 The contact information of the Contract Administrator is:
Andy Belachew
Facilities Manager
Office of Facilities and Real Estate
4200 Connecticut Avenue, NW
Building 38, Room C01
Washington, DC 20008

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

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of University property, except as specified under the contract.

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the University, to take all corrective action necessitated by reason of the unauthorized changes.

G.10 COST REIMBURSEMENT CEILING

G.10.1 Cost reimbursement ceiling for this contract is set forth in Section B.6.

G.10.2 The costs for performing the cost reimbursement elements of this contract shall not exceed the cost reimbursement ceiling specified in Section B.6.

G.10.3 The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all of the cost-reimbursable obligations under this contract within the cost reimbursement ceiling.

G.10.4 The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the performance of the cost-reimbursable elements of this contract will be either greater or substantially less than the cost reimbursement ceiling.

G.10.5 As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing the cost-reimbursable elements of this contract.

G.10.6 The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.6, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified

in Section B.6, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.

- G.10.7** No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.
- G.10.8** If any cost reimbursement ceiling specified in Section B.6 is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.10.9** A modification shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B.6, unless the modification specifically increases the cost reimbursement ceiling.
- G.10.10** Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title VI of the D.C. Procurement Practices Act of 1985 shall be reimbursable.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 at least fifty-one (51%) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 12, date of last revision: 06/13/12, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a

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

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

- H.5.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. (“First Source Act”).
- H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:
- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
 - (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
- H.5.3** The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:
- (1) Number of employees needed;
 - (2) Number of current employees transferred;
 - (3) Number of new job openings created;
 - (4) Number of job openings listed with DOES;
 - (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
 - (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.
- H.5.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.
- H.5.5** With the submission of the Contractor’s final request for payment from the District, the Contractor shall:
- (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
 - (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:

- (a) Material supporting a good faith effort to comply;
- (b) Referrals provided by DOES and other referral sources;
- (c) Advertisement of job openings listed with DOES and other referral sources; and
- (d) Any documentation supporting the waiver request pursuant to section H.5.6.

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

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

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

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

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

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

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

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

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

H.8 WAY TO WORK AMENDMENT ACT OF 2006

- H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;

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

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

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

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

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

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

H.9.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section

H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its bid, a notarized statement detailing its subcontracting plan. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder is required to subcontract, but fails to submit a subcontracting plan with its bid. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

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

H.9.3 Subcontracting Plan Compliance Reporting

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

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

H.9.4 Enforcement and Penalties for Breach of Subcontracting Plan

- H.9.4.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- H.9.4.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.9.4.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.10 ADVISORY AND ASSISTANCE SERVICES

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

H.11 UNIVERSITY RESPONSIBILITIES

- H.11.1** The University will provide the Contractor office space with phone and internet access and storage for tools and supplies. All spaces made available to the Contractor shall not be used to store illegal materials of any kind or for performing services not included in the contract.
- H.11.1** The University shall provide the trash container/dumpster and shall be responsible for the regular emptying of the trash & recyclable materials from dumpsters at the loading dock.

H.12 CONTRACTOR RESPONSIBILITIES

- H.12.1** The Contractor shall provide all the manpower, supervision, materials, supplies and equipment necessary to perform all the services described in Section C. This includes the transportation for moving contractor personnel, supplies or equipment to perform the required services.
- H.12.2** The Contractor shall provide their employees a uniform with company name or logo.
- H.12.3** The Contractor shall be responsible for providing furniture, shelving/storage system(s), office equipment, office telephone and computer in the University provided office and storage space for the Contractor.
- H.12.4** The Contractor shall provide cellphones, walkie-talkies or other communication devices to their supervisor and key personnel for easy access by the Contract Administrator.
- H.12.5** The Contractor shall employ safety measures when providing janitorial services to prevent accidents causing injury to contractor employees and University community.
- H.12.6** The Contractor shall prominently display "caution/wet floor" signs when damp mopping as well as when stripping/refinishing hard floors.
- H.12.7** The Contractor shall utilize anti-skid slip resistant floor finish to refinish floors.
- H.12.8** The Contractor shall roll out walk-off mats at all entrances and exits during inclement weather.
- H.12.9** The Contractor shall use proper door stops in keeping door wedged open while in process of providing janitorial services.
- H.12.10** The Contractor shall warrant that all personnel performing under the proposed contract are adequately trained and experienced and that their performance will be under the close supervision of a qualified supervisor.
- H.12.11** The Contractor shall make efforts to use recycled paper products and environmentally preferable materials.
- H.12.12** The Contractor shall use equipment must be properly guarded and meet all applicable OSHA standards.

- H.12.13** The Contractor shall recognize the DC Government strong commitment to viable green cleaning program, and must equally commit its resources and experience in making the University's program a success.
- H.12.14** The Contractor shall take all reasonable precautions to safeguard and protect the University property.
- H.12.15** The Contractor shall meet with the Contract Administrator as often as determined necessary. A mutual effort will be made to resolve any or all problems identified.

H.13 ENVIRONMENTALLY PREFERABLE JANITORIAL PRODUCTS

H.13.1 Environmentally Preferable Product Goals

- H.13.1.1** The District is seeking contractors to provide environmentally preferable and effective janitorial products that support the District's environmentally preferable purchasing (EPP) contracting initiative.
- H.13.1.2** Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

H.13.2 Environmentally Preferable Janitorial Products

Janitorial products subject to the requirements of this clause include the following:

| | |
|---------------------------------|---------------------------------|
| All-purpose cleaner | General degreaser |
| Bathroom cleaner | General disinfectant |
| Bathroom deodorizers | Glass/window cleaner |
| Bathroom disinfectant | Graffiti remover |
| Bathroom hand cleanser/soap | Gum remover |
| Carpet cleaner | Lime and scale remover |
| Chrome and brass cleaner/polish | Solvent spotter |
| Floor stripper/finish | Urinal deodorizers/cleaner |
| Furniture polish | Wood floor (wax/cleaner/finish) |

H.13.3 Prohibited Cleaning Products

Janitorial products with the following ingredients shall not be used because they pose an unacceptable risk to the person using the product, building occupants and the environment:

| | |
|-------------------------------|----------------------|
| Alkylphenol Ethoxylates | Naphthalene |
| Benzyl Alcohol | Nitilotriacetic Acid |
| CFC-22; Chlorodifluoro Methan | Paradichloro benzene |
| Coconut Oil; Diethanolamine | Perchloroethylene |
| Diethanolamine | Tetrachloroethylene |
| HCFC-142b | Toluene |

| | |
|-------------------------------|------------------|
| Lauric Acid Diethanolamine | Tributyl Tin |
| Methyl Chloroform; 1,1,1,-TCE | Trichlorethylene |
| Methyl Ethyl Ketone | |

H.13.4 Janitorial Product Health and Environmental Requirements

The Contractor shall only use janitorial products during the performance of this contract that meet the following requirements:

H.13.4.1 Skin and Eye Irritation

- a) This attribute refers to janitorial cleaning supplies containing chemicals that are either mildly or strongly irritating to the skin or eyes. These substances are either highly alkaline or acidic.
- b) The Contractor shall use products with a pH between 7.2 and 7.8 which are acceptable alkaline levels.

H.13.4.2 Food Chain Exposure

- a) This attribute refers to ready-to-use cleaning products containing ingredients that are consumed by smaller aquatic plants and animals that increase in concentration through the food chain.
- b) The Contractor shall use products when the bio-concentration factor (BCF) measured are less than 1,000.

H.13.4.3 Air Pollution Potential

- a) This attribute refers to janitorial products containing volatile organic compounds (VOC) that could form smog once in the atmosphere, thereby causing irritation of the eyes, nose, throat, lungs and asthma attacks
- b) The Contractor shall not use products containing VOC in concentrations that exceed 10% of the weight of the product.

H.13.4.4 Fragrances

- a) This attribute refers to products containing fragrances that are added to the formulation to improve an odor or to mask an offensive odor. This attribute does not include natural odors associated with cleaning agents (e.g. a lemon odor).
- b) The Contractor shall not use products containing fragrances that are added to the formulation to improve an odor or to mask an offensive odor.

H.13.4.5 Dyes

- a) This attribute refers to dyes that have been added to a formulation to enhance or change the product's color.
- b) The Contractor shall use products without dyes.

H.13.4.6 Minimizing Exposure to Concentrates

- a) This attribute refers to the possibility that an end-user of a product could be exposed to a concentrated form of the product, thereby exposing the end-user to a greater health risk than that caused by exposure to the ready-to-use product.
- b) If possible, the Contractor shall use products that are not in a concentrated form.
- c) If the Contractor uses products in a concentrated form, it must be a part of a system by which chemicals are only transferred between closed containers, thereby reducing the risk of harm to the end-user.

H.13.5 Packaging Reduced/Recyclable

H.13.5.1 If possible, the Contractor shall use products that are in reusable, refillable, or recyclable containers or are otherwise made from recycled content products.

H.13.5.2 No products shall be delivered in aerosol cans.

H.13.5.3 All products must be available in non-aerosol containers such as ready-to-use pump action sprays, air-charged refillable containers or spray bottles.

H.13.6 Product Safety

H.13.6.1 The Contractor shall be responsible for:

- a) Any damage to personnel, buildings, furniture or equipment directly traceable to their use or transportation of prohibited products;
- b) Any spills or leaks that occur during the use or transportation of their products;
- c) Evacuating and warning individuals that might be affected by any spills or leaks that occur when their products are being used or transported; and
- d) Paying the clean up cost for any spills or leaks that occur while they are using or transporting their products.

H.14 ENVIRONMENTALLY PREFERABLE SOLVENT PRODUCTS**H.14.1 Environmentally Preferable Product Goals**

H.14.1.1 The District is seeking contractors to provide environmentally preferable and effective solvent products that support the District's EPP contracting initiative.

H.14.1.2 Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

H.14.2 Environmentally Preferable Solvent Products

H.14.2.1 Solvents are fluids or a mixture of fluids capable of dissolving substances to produce compositions for industrial value.

H.14.2.2 Solvent products subject to the requirements of this clause include, but are not limited to, the following classes:

- (a) **Alcohols.** Alcohols are solvents that dissolve substances such as shellacs, vinyls, acrylics, epoxies and silicones.
- (b) **Aliphatic Hydrocarbons.** Aliphatic hydrocarbons are solvents often found in coatings and insecticides. Commonly used as degreasers and solvents for acrylics and epoxies. Common aliphatics include mineral spirits, paint thinner, petroleum distillates, VM&P Naphtha, kerosene, gasoline and heptane (all of which are extremely flammable).
- (c) **Aromatic Hydrocarbons.** Aromatic hydrocarbons are substances used in printing, fiberglass-reinforced products, glues and veneers. Common aromatics include toluene (toluol), xylene (xylol), coal-tar naphtha, styrene and benzene.
- (d) **Chlorinated Hydrocarbons.** Chlorinated hydrocarbons are commonly used degreasers, dry cleaning agents, rubber solvents and paint strippers found in coatings, resins and tars. Common chemicals in this class include perchloroethylene, methylene chloride, carbon tetrachloride, methyl chloroform and trichloroethylene.
- (e) **Glycols.** Glycols, which are water-soluble solvents used as lubricants, are found in cosmetics, coatings, resins and dyes. Glycol ethers include butyl cellusolve (2-butoxyethanol), cellusolve (2-ethoxyethanol), methyl cellusolve (2-methoxyethanol), and cellusolve acetate (2-ethoxyethyl acetate). Most common glycol ethers are combustible.
- (f) **Esters.** Esters have differing chemical properties depending on their use including methyl formate, ethyl acetate, isopropyl acetate, methyl acetate, secamylacetate, and isoamyl acetate (banana oil).
- (g) **Ethers.** Ethers are ingredients in dyes, resins, waxes, cellulose nitrate and fuels, including ethyl ether, tetrahydrofuran, dioxane and isopropyl ether.
- (h) **Ketones.** Ketones are solvents for dyes, resin and waxes that are used to manufacture plastics, synthetic fibers, explosives, cosmetics and medicines. Some examples of ketones include acetone, methyl ethyl ketone, cyclohexanone and isophorone.
- (i) **Other Solvents.** Other types of solvents include freon, turpentine, dimethylformamide and carbon disulfide.

H.14.3 SOLVENT ENVIRONMENTAL REQUIREMENTS

The Contractor shall avoid the following hazards when using solvent products during the performance of this contract:

H.14.3.1 Health Hazards

- (a) **Bodily Contact** - The Contractor shall not use solvent products that irritate or harm the skin, eyes, nose and throat from direct contact with the solvents;
- (b) **Inhalation** - The Contractor shall not use solvent products that when inhaled causes headaches, nausea, vomiting and dizziness from contact with the solvents; and

- (c) Ingestion – The Contractor shall not use solvent products that if ingested or exposed to for a period of time cause damage to the brain, liver, kidney, respiratory system and nervous systems.

H.14.3.2 Physical Hazards

- (a) Flammable materials are substances that will easily ignite, burn and serve as fuel for a fire. The flash point is the lowest temperature at which a liquid gives off enough vapors which, when mixed with air, can be easily ignited by a spark. The lower the flash point, the greater the risk of fire or explosion.
- (b) The Contractor shall not use solvent products that are a potential fire hazard or have a low flash point. A solvent is flammable and a serious fire hazard if its flash point is below 37.8C (100F).

H.14.4 Prohibited Solvents

The following solvent products are recognized by the National Institute for Occupational Safety and Health (NIOSH) as carcinogens, ozone-depleting solvents or as reproductive hazards in the workplace and shall not be used:

| | |
|------------------------------------|---------------------------|
| Benzene | Carbon tetrachloride |
| Trichloroethylene | 1,1,2,2-tetrachloroethane |
| 2-methoxyethanol | 2-ethoxyethanol |
| Methyl chloride | Trichlorotrifluoroethane |
| Chlorinated Fluorocarbon Compounds | |

H.14.5 Packaging Reduced/Recyclable

- H.14.5.1** If possible, the Contractor shall use products that are in reusable, refillable, or recyclable containers or are otherwise made from recycled content products.
- H.14.5.2** No products shall be delivered in aerosol cans.
- H.14.5.3** All products must be available in non-aerosol containers such as ready- to- use pump action sprays, air-charged refillable containers, or spray bottles.

H.15.6 Product Safety

- H.15.6.1** The Contractor shall be responsible for:
- (a) Any damage to personnel, buildings, furniture or equipment directly traceable to their use or transportation of prohibited products;
- (b) Any spills or leaks that occur during the use or transportation of their products;
- (c) Evacuating and warning individuals that might be affected by any spills or leaks that occur when their products are being used or transported; and
- (d) Paying the clean up cost for any spills or leaks that occur while they are using or transporting their products.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March, 2007 ("SCP") are incorporated as part of the contract. (Attachment J.1)

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

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

I.5 RIGHTS IN DATA

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

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

I.5.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or

operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

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

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

- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided

that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

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

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the University of District of Columbia 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 \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the University of the District of Columbia as additional insured.
 5. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the University. The policy shall provide a limit of \$1,000,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the University, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the University of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION.** The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.

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

Sherry Jones-Quashie
 Director
 Capital Procurement Division
 4200 Connecticut Avenue, NW
 Bldg. 38, Suite C03
 Washington, DC 20008
 Phone: (202) 274-5752
 sjones-quashie@udc.edu

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

The Certificate of Insurance must contain language that includes:

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following

documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) IFB and all amendments
- (6) Contractor's Bid

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the University until approved by the UDC General Counsel and signed by the Contracting Officer.

I.12 GOVERNING LAW

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

I.13 PRE-AWARD APPROVAL

The award and enforceability of this contract is contingent upon approval of the Council of the District of Columbia.

In accordance with D.C. Official Code §2-301.05a, the Mayor must submit to the Council for approval any contract action over one million dollars within a 12-month period.

I.14 DISCRIMINATION CLAUSES

I.14.1 Anti-Discrimination Clause:

The Contractor:

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

I.14.2 Non-Discrimination Clause:

- I.14.2.1** The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.) (“Act” as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.
- I.14.2.2** Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register and Mayor’s Order 2002-175 (10/23/02), 49 DCR 9883, the following clauses apply to this contract:
- I.14.2.2.1** The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
- I.14.2.2.2** The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. The affirmative action shall include, but not be limited to the following:
- (a) employment, upgrading or transfer;
 - (b) recruitment, or recruitment advertising;
 - (c) demotion, layoff, or termination;
 - (d) rates of pay, or other forms of compensation; and
 - (e) selection for training and apprenticeship.
- I.14.2.2.3** The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections I.14.2.2.1 and I.14.2.2.2 concerning non-discrimination and affirmative action.
- I.14.2.2.4** The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection I.14.2.2.2.
- I.14.2.2.5** The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers’ representative of that contractor’s commitments under this nondiscrimination clause and

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

- I.14.2.2.6** The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- I.14.2.2.7** The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.
- I.14.2.2.8** The Contractor shall include in every subcontract the equal opportunity clauses, subsections I.14.2.2.1 through I.14.2.2.9 of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- I.14.2.2.9** The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.15 CONTINUITY OF SERVICES

- I.15.1** The Contractor 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 or another contractor, at the University's option, may continue to provide these services. To that end, the Contractor agrees to:
- I.15.1.1** Furnish phase-out, phase-in (transition) training; and
- I.15.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- I.15.2** The Contractor shall, upon the CO's written notice:
- I.15.2.1** Furnish phase-in, phase-out services for up to 90 days after this contract expires and
- I.15.2.2** Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the CO's approval.
- I.15.3** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

- I.15.4** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- I.15.5** Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

| Attachment Number | Document |
|--------------------------|--|
| J.1 | Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) |
| J.2 | U.S. Department of Labor Wage Determination (Wage Determination No. 2005-2103, Revision No. 12 dated June 13, 2012) |
| J.3 | Equal Employment Opportunity (EEO) Compliance Documents available at www.udc.edu , under "Administration" tab, select Capital Procurement and click on "For Official Capital Procurement Related Forms" |
| J.4 | Department of Employment Services First Source Employment Agreement available at www.udc.edu , under "Administration" tab, select Capital Procurement and click on "For Official Capital Procurement Related Forms" |
| J.5 | Way to Work Amendment Act of 2006 – Living Wage Notice and Living Wage Fact Sheet |
| J.6 | Tax Certification Affidavit available at www.udc.edu , under "Administration" tab, select Capital Procurement and click on "For Official Capital Procurement Related Forms" |
| J.7 | UDC Van Ness Campus Layout |
| J.8 | UDC Airport Hanger No. 2, First and Second Floor Plans |
| J.9 | UDC- Community College at Bertie Backus Building Floor Plans |

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

- K.1** Type of Business Organization
- K.2** Certification as to Compliance with Equal Opportunity Obligations
- K.3** Buy American Certification
- K.4** District Employees Not to Benefit Certification
- K.5** Certification of Independent Price Determination
- K.6** Certification of Eligibility
- K.7** Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction
- K.8** Payment to Subcontractor and Suppliers Certificate
- K.9** Employment Agreement
- K.10** Subcontracting Plan
- K.11** Certification of Environmentally Preferable Products (EPP)

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

K.1
TYPE OF BUSINESS ORGANIZATION

The Bidder, by checking the applicable box, represents that:

- (a) It operates as:
 - a corporation incorporated under the laws of the state of: _____
 - an individual,
 - a partnership,
 - a nonprofit organization, or
 - a joint venture.

- (b) If the Bidder is a foreign entity, it operates as:
 - an individual,
 - a joint venture, or
 - a corporation registered for business in _____
(Country)

K.2

CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

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

Bidder _____ Date _____

Name _____ Title _____

Signature _____

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

K.3
BUY AMERICAN CERTIFICATION

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

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

K.4
DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

- No person listed in Clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" will benefit from this contract.

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

K.5
CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Bidder deletes or modifies subparagraph (a)(2) above, the Bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.6
CERTIFICATION OF ELIGIBILITY**

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

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

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

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

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

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

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

does not have a proposed debarment pending; and

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

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

| | |
|------------|----------------------------------|
| _____ | _____ |
| Contractor | President or Authorized Official |
| _____ | _____ |
| Date | Title |

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

Subscribed and sworn before me this day _____

At _____
City and State

Notary Seal

Notary Public

**K.8
PAYMENT TO SUBCONTRACTOR AND SUPPLIERS CERTIFICATE**

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

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

Certification shall be made on the following standard form.

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

I hereby certify:

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

Contractor/Company Name

Signature of Official

Date

Title

**K.9
EMPLOYMENT AGREEMENT**

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

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

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

Date

Authorized Signature

**K-10
SUBCONTRACTING PLAN**

Page 1 of 2

PRIME CONTRACTOR INFORMATION:

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

CONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)

| Name | Address & Telephone No. | Type of Work | NIGP Code(s) | Description of Work | | | | | | |
|---|-------------------------|--------------|--|---------------------|------|------|------|------|--|--|
| | | | | | | | | | | |
| Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier : _____ 1st, 2nd, 3rd | | | Point of Contact: _____ Name (Print) | | | | | | | |
| LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; border-collapse: collapse; margin-left: 10px;"> <tr> <td style="padding: 2px;">SBE:</td> <td style="padding: 2px;">LBE:</td> <td style="padding: 2px;">DBE:</td> <td style="padding: 2px;">DZE:</td> <td style="padding: 2px;">ROB:</td> <td style="padding: 2px;">LRB:</td> </tr> </table> | | | SBE: | LBE: | DBE: | DZE: | ROB: | LRB: | Contact Telephone Number: _____ Fax Number: _____ Email Address: _____ | |
| SBE: | 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 District to determine the extent of **compliance** by the prime contractor with the subcontracting plan;
- d. Listing of the type of **records** the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- e. A description of the prime contractor's recent **efforts to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROBs, and to award subcontracts to them.**

PERSON PREPARING THE SUBCONTRACTING PLAN:

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

(SUBCONTRACTORS LIST CONTINUED)

Page 2 of 2

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

SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)

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

SUBCONTRACTOR INFORMATION:

| Name | Address & Telephone No. | Type of Work | NIGP Code(s) | Description of Work | | | | | | |
|--|-------------------------|--------------|--|---------------------|------|------|------|------|--|--|
| | | | | | | | | | | |
| Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ 1st, 2nd, 3rd | | | Point of Contact: _____ Name (Print) | | | | | | | |
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| SBE: | LBE: | DBE: | DZE: | ROB: | LRB: | | | | | |

SUBCONTRACTOR INFORMATION:

| Name | Address & Telephone No. | Type of Work | NIGP Code(s) | Description of Work | | | | | | |
|--|-------------------------|--------------|--|---------------------|------|------|------|------|--|--|
| | | | | | | | | | | |
| Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ 1st, 2nd, 3rd | | | Point of Contact: _____ Name (Print) | | | | | | | |
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| SBE: | LBE: | DBE: | DZE: | ROB: | LRB: | | | | | |

SUBCONTRACTOR INFORMATION:

| Name | Address & Telephone No. | Type of Work | NIGP Code(s) | Description of Work | | | | | | |
|--|-------------------------|--------------|--|---------------------|------|------|------|------|--|--|
| | | | | | | | | | | |
| Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ 1st, 2nd, 3rd | | | Point of Contact: _____ Name (Print) | | | | | | | |
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| SBE: | LBE: | DBE: | DZE: | ROB: | LRB: | | | | | |

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

K.11

CERTIFICATION OF ENVIRONMENTALLY PREFERABLE PRODUCTS (EPP)

- K.11.1** The Contractor, by accepting this contract, agrees to supply the District with environmentally preferable and effective products in compliance with the Office of Contracting and Procurement specifications in support of its EPP initiative.
- K.11.2** The Contractor, by accepting this contract, agrees that its products and services do not contain any prohibited items, ingredients or components delineated in Section H.
- K.11.3** The Contracting Officer may terminate this contract or take other appropriate actions if the Contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the EPP attributes required under this contract.

CERTIFICATION

I, _____, as the officer or employee responsible for the performance of this contract, hereby certify that the deliverables associated with this contract meet the minimum EPP attributes outlined in the solicitation's specifications and _____'s bid.

Signature of Bidder

Date

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 METHOD OF AWARD

- L.1.1** The University reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the University.
- L.1.2** The University intends to award a single contract resulting from this solicitation to the responsive and responsible lowest bidder.

L.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.1** Bidders shall submit a signed original and two (2) copies. The University will not accept a facsimile copy of a bid as an original bid. All items accepted by the University, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's bid shall constitute the formal contract. **Each bid shall be submitted as specified in Section A.3 in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. GF-2012-B-0050".**
- L.2.2** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- L.2.3** The University may reject as non-responsive any bid that fails to conform in any material respect to the IFB.
- L.2.4** The University may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.3 FAMILIARIZATION WITH CONDITIONS

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

L.4 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than 2:00 p.m. local time on Thursday, October 11, 2012 as specified in Section A.9.

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

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

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

L.6.1 Bids, modifications to bids, or requests for withdrawals that are received in the designated University office after the exact local time specified above, are “late” and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

L.6.1.2 The bid or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the University after receipt.

L.6.2 Postmarks

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

L.6.3 Late Submissions

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

L.6.4 Late Modifications

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

L.6.5 Late Bids

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

L.7 HAND DELIVERY OR MAILING OF BIDS

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

L.8 ERRORS IN BIDS

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

L.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective offeror shall submit the questions in writing to the CO. The prospective bidder shall submit questions no later than ten (10) calendar days prior to the closing date and time indicated for this solicitation. The University will not consider any questions received less than ten (10) calendar days before the date set for submission of bids. The University will furnish responses promptly to all prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.10 BID PROTESTS

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

L.11 SIGNING OF BIDS

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

accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

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

L.12 ACKNOWLEDGMENT OF AMENDMENTS

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

L.13 BIDS WITH OPTION YEARS

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

L.14 BID OPENING

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

L.15 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

- L.15.1** Name, address, telephone number and federal tax identification number of Bidder;
- L.15.2** A copy of each District of Columbia license, registration or certification that the Bidder is required by law to obtain. This mandate also requires the Bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the Bidder is required by law to make such certification. If the Bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bidder shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.15.3** If the Bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.16 FAMILIARIZATION WITH CONDITIONS

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

L.17 GENERAL STANDARDS OF RESPONSIBILITY

L.17.1 To be determined responsible, a Contractor must, to the satisfaction of the CO:

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

L.17.2 If the prospective Contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective Contractor to be nonresponsible.

L.18 PRE-BID CONFERENCE AND SITE VISIT

A pre-bid conference will be held at 11:30 am (EST) on Tuesday, September 25, 2012 at the Large Board Room, Building 39, Third Floor, 4200 Connecticut Avenue, NW, Washington, DC 20008. Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose for the conference is to provide a structured and formal opportunity for the University to accept questions from bidders on the solicitation document as well as to clarify the contents of the solicitation. Attending bidders must complete the pre-bid conference attendance roster at the conference so that their attendance can be properly recorded.

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

A site visit will follow right after the pre-bid conference on September 25, 2012.

SECTION M: EVALUATION FACTORS

M.1. Preferences for Certified Business Enterprises

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

M.1.1. Application of Preferences

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

- M.1.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this Invitation for Bids (IFB).
- M.1.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this IFB.
- M.1.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the LRB in response to this IFB.
- M.1.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this IFB.
- M.1.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this IFB.
- M.1.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this IFB.
- M.1.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the VOB in response to this IFB.
- M.1.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LMBE in response to this IFB.

M.1.2 Maximum Preference Awarded

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

M.1.3 Preferences for Certified Joint Ventures

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

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

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

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

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

M.1.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.