



BID DOCUMENT

INVITATION NO. GF-2013-B-0060

AGENCY: University of the District of Columbia

PROJECT: Trash and Recycling Services

LOCATION: 4200 Connecticut Avenue, NW
Washington, DC 20008

To access our website, please go to:

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

SOLICITATION, OFFER, AND AWARD			1. Caption			Page of Pages					
			Trash and Recycling Services			1		68			
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued		6. Type of Market			
		GF-2013-B-0060		<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		November 2, 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>4200 Connecticut Ave., NW, Bldg. 38, Room C04, Washington, DC 20008</u> until <u>2:00 P.M.</u> local time <u>November 26, 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					
11. Table of Contents											
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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 % <input type="checkbox"/> 20 Calendar days % <input type="checkbox"/> 30 Calendar days % <input type="checkbox"/> _____ 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			15C. 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 District of Columbia (the “University”) is seeking a qualified contractor to provide all labor, materials, equipment, containers, management, recordkeeping, reporting and related services necessary to perform trash and recycling services for the University campuses.

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

B.2 TYPE OF CONTRACT

This is a requirement contract, with payments based on fixed unit prices for the items specified in Section B.4.

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

This Invitation for Bid (IFB) is designated only for Certified Business Enterprise (CBE) 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.

B.4 PRICE SCHEDULE**B.4.1 Base Year****B.4.1.1 TRASH**

A	B	C	D	E	F	G
CLIN	Container Size	Disposal Price	Collection Price	Trash Unit Price C + D	Estimated Pick-ups per Year	Total Estimated Price E x F
0001	Supercan				624	
0002	8 cu.yd.				312	
0003	20 cu.yd. Open Top				104	
0004	30 cu.yd. Open Top				208	
0005	40 cu. yd. Compactor				104	
TOTAL ESTIMATED PRICE FOR BASE YEAR – TRASH						

B.4.1.2 RECYCLING

A	B	C	D	E
CLIN	Container Size	Recycling Unit Price	Estimated Pick-ups per Year	Total Estimated Price C x D
0006	Supercan		728	
0007	2 cu.yd.		104	
0008	4 cu.yd.		156	
TOTAL ESTIMATED PRICE FOR BASE YEAR – RECYCLING				
TOTAL ESTIMATED PRICE FOR BASE YEAR – TRASH & RECYCLING				

B.4.2 Option Year 1

B.4.2.1 TRASH

A	B	C	D	E	F	G
CLIN	Container Size	Disposal Price	Collection Price	Trash Unit Price C + D	Estimated Pick-ups per Year	Total Estimated Price E x F
1001	Supercan				624	
1002	8 cu.yd.				312	
1003	20 cu.yd. Open Top				104	
1004	30 cu.yd. Open Top				208	
1005	40 cu. yd. Compactor				104	
TOTAL ESTIMATED PRICE FOR OPTION YEAR 1 – TRASH						

B.4.2.2 RECYCLING

A	B	C	D	E
CLIN	Container Size	Recycling Unit Price	Estimated Pick-ups per Year	Total Estimated Price C x D
1006	Supercan		728	
1007	2 cu.yd.		104	
1008	4 cu.yd.		156	
TOTAL ESTIMATED PRICE FOR OPTION YEAR 1 – RECYCLING				
TOTAL ESTIMATED PRICE FOR OPTION YEAR 1 – TRASH & RECYCLING				

B.4.3 Option Year 2

B.4.3.1 TRASH

A	B	C	D	E	F	G
CLIN	Container Size	Disposal Price	Collection Price	Trash Unit Price C + D	Estimated Pick-ups per Year	Total Estimated Price E x F
2001	Supercan				624	
2002	8 cu.yd.				312	
2003	20 cu.yd. Open Top				104	
2004	30 cu.yd. Open Top				208	
2005	40 cu. yd. Compactor				104	
TOTAL ESTIMATED PRICE FOR OPTION YEAR 2 - TRASH						

B.4.3.2 RECYCLING

A	B	C	D	E
CLIN	Container Size	Recycling Unit Price	Estimated Pick-ups per Year	Total Estimated Price C x D
2006	Supercan		728	
2007	2 cu.yd.		104	
2008	4 cu.yd.		156	
TOTAL ESTIMATED PRICE FOR OPTION YEAR 2 - RECYCLING				
TOTAL ESTIMATED PRICE FOR OPTION YEAR 2 - TRASH & RECYCLING				

B.4.4 Option Year 3

B.4.4.1 TRASH

A	B	C	D	E	F	G
CLIN	Container Size	Disposal Price	Collection Price	Trash Unit Price C + D	Estimated Pick-ups per Year	Total Estimated Price E x F
3001	Supercan				624	
3002	8 cu.yd.				312	
3003	20 cu.yd. Open Top				104	
3004	30 cu.yd. Open Top				208	
3005	40 cu. yd. Compactor				104	
TOTAL ESTIMATED PRICE FOR OPTION YEAR 3 - TRASH						

B.4.4.2 RECYCLING

A	B	C	D	E
CLIN	Container Size	Recycling Unit Price	Estimated Pick-ups per Year	Total Estimated Price C x D
3006	Supercan		728	
3007	2 cu.yd.		104	
3008	4 cu.yd.		156	
TOTAL ESTIMATED PRICE FOR OPTION YEAR 3 - RECYCLING				
TOTAL ESTIMATED PRICE FOR OPTION YEAR 3 - TRASH & RECYCLING				

B.4.5 Option Year 4

B.4.5.1 TRASH

A	B	C	D	E	F	G
CLIN	Container Size	Disposal Price	Collection Price	Trash Unit Price C + D	Estimated Pick-ups per Year	Total Estimated Price E x F
4001	Supercan				624	
4002	8 cu.yd.				312	
4003	20 cu.yd. Open Top				104	
4004	30 cu.yd. Open Top				208	
4005	40 cu. yd. Compactor				104	
TOTAL ESTIMATED PRICE FOR OPTION YEAR 4 - TRASH						

B.4.5.2 RECYCLING

A	B	C	D	E
CLIN	Container Size	Recycling Unit Price	Estimated Pick-ups per Year	Total Estimated Price C x D
4006	Supercan		728	
4007	2 cu.yd.		104	
4008	4 cu.yd.		156	
TOTAL ESTIMATED PRICE FOR OPTION YEAR 4 - RECYCLING				
TOTAL ESTIMATED PRICE FOR OPTION YEAR 4 - TRASH & RECYCLING				

B.4.6 Price Schedule for Five (5) Years

CLIN	YEAR	TRASH A	RECYCLING B	TOTAL A + B
5001	BASE YEAR	\$	\$	\$
5002	OPTION YEAR 1	\$	\$	\$
5003	OPTION YEAR 2	\$	\$	\$
5004	OPTION YEAR 3	\$	\$	\$
5005	OPTION YEAR 4	\$	\$	\$
TOTAL FOR FIVE (5) YEARS		\$	\$	\$

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE OF WORK

The University of District of Columbia (the "University") is seeking a qualified contractor to provide all labor, materials, equipment, containers, management, recordkeeping, reporting and related services necessary to perform trash and recycling services for the University campuses.

The Contractor shall purchase all required containers (initial requirements and replacement) at his own expense. All containers purchased by the Contractor shall remain the property and responsibility of the Contractor. List of University campuses, type of container and frequency of collection is specified in Attachment J.7

The University reserves the right to add or remove services at the contractor's bid prices found in the schedule of this solicitation.

C.1.1 DEFINITIONS

C.1.1.1 TRASH CONTAINER

A container used to store or transfer solid waste from premises to collection vehicle.

C.1.1.2 COLLECTION PRICE

The collection price is the Contractor's bid price for conducting a pick-up of a single trash container. This price includes the total price, including profit, for providing all containers, equipment, personnel, facilities, and support necessary to provide the container, pick-up a single container, and transport the collected refuse to a District of Columbia-designated disposal facility. This price does not include the disposal price (See C.1.1.5).

C.1.1.3 COLLECTOR

Any person, employed by the Contractor or a subcontractor, who is engaged in the collection or transportation of solid waste.

C.1.1.4 CONTRACTOR

A commercially operated company or entity engaged by the University to perform pick-up and disposition of trash and recyclable materials at points located in the District and Maryland.

C.1.1.5 DISPOSAL PRICE

Price designated by the Contractor as the amount charged to the University to dispose of trash from a single trash container at a District designated disposal facility. This

price is a percentage of the per ton tipping price charged at a District-designated disposal facility, and is calculated based on the amount of trash a container holds. This price does not include the collection price (See C.1.1.2).

C.1.1.6 DISTRICT-APPROVED PROCESSING FACILITY

A licensed materials processing facility approved by the District and used for the sorting and marketing of recyclable material.

C.1.1.7 DISTRICT-DESIGNATED DISPOSAL FACILITIES

The waste disposal facilities owned by, operated by, or under contract or agreement with the District: the Fort Totten Transfer Station, or the Benning Road Transfer Station.

C.1.1.8 PREMISES

A building, together with any fences, walks, sheds, garages. Or other accessory buildings appurtenant to such building and the area of land surrounding the building and actually or forming one enclosure in which such building is located during construction.

C.1.1.9 RECYCLABLES (RECYCLABLE MATERIALS)

Any recyclable materials, including but not limited to paper, cardboard, metal, glass, or plastic, that are stored separately from solid waste for the purpose of collection, disposition, and recycling.

C.1.1.10 RECYCLABLES PICK-UP

The act of picking up a single container, emptying this container into the Contractor's truck, cleaning up any spillage or overflow, transporting and depositing the recyclables at a District-approved recycling site.

C.1.1.11 RECYCLING CONTAINER

A container used to store or transfer recyclable materials from the premises to collection vehicle.

C.1.1.12 RECYCLING PRICE

The Contractor's bid price for providing a container collecting designated recyclable material from a single container, and transporting and tipping the designated recyclable material at a District-Approved Single Stream Recycling Center. This Price is the only price the University will pay the Contractor for providing containers and the entire recycling service described in this Section.

C.1.1.13 TRASH PRICE

Sum of the collection price plus disposal price.

C.1.1.14 SINGLE STREAM RECYCLING

Single stream consists of: mixed paper, soft cover publications, binders, paper board, plastics, glass, tin, and aluminum.

C.1.1.15 TRASH (REFUSE, GARBAGE AND RUBBISH)

Perishable and nonperishable solid wastes, including ashes, consisting of both combustible and noncombustible wastes, such as paper, food waste, yard rubbish, wood, grocer, bulk metal, furniture, or litter of any kind. The terms "trash" and "refuse," as used herein shall not include recyclable material, or bio-hazardous waste, which shall be disposed of by other means.

C.1.1.16 TRASH PICK-UP

A pick-up shall be defined for the purposes of this contract as the act of picking up a single container, emptying this container into the Contractor's truck, cleaning up any spillage or overflow, and transporting and disposing of the trash at a District-designated disposal facility. 20, 30, or 40-cubic yard containers shall be taken to a District-designated disposal facility and emptied, and the container or another container of the same size shall be returned to its original position.

C.1.1.17 MISSED COLLECTIONS- TRASH AND RECYCLABLE

A missed collection is defined as the failure by the Contractor to provide a collection service pickup at a previously scheduled location during the course of that business day.

C.2 REQUIREMENTS**C.2.1 COMPLIANCE WITH RECYCLING LAWS AND REGULATIONS**

The Contractor shall comply with all Federal, State, District and local laws and regulations pertaining to the transport, processing, and sale of recyclable materials. Prior to contract start date, the Bidder shall obtain any and all necessary permits, registrations, and licenses for recycling in the District of Columbia.

- a) Restriction on Use of Recyclable Paper: Recyclable paper under this contract shall be used or sold as recyclable paper only. The Contractor shall not use, allow access to, or offer for resale any papers, documents, file record material or any other form of records as files, records, or for the information contained therein.

- b) Restriction on Paper Materials Recycled: Contractor shall abide by special privacy requirements.

C.2.2 TRASH AND RECYCLABLES COLLECTION AND DISPOSAL

- C.2.2.1** The Contractor shall provide all containers, equipment, personnel, management, recordkeeping, reporting, and related services necessary to provide for the safe and efficient collection of trash and recyclable materials.
- C.2.2.2** The Contractor shall supply, maintain, and replace all containers for servicing each University campus specified in Attachment J.7. The Contractor shall consider such cost in the Contractor's bid price. The University reserves the right to change container size in any campus during the term of the contract.
- C.2.2.3** In the event the University elects to change the size of container(s), the Contractor shall make this change within five (5) working days of receiving the written order from the CA. The Contractor shall bear all cost of repairs and replacements of containers owned by the Contractor. The Contractor shall consider such costs in the Contractor's bid price. The University assumes no responsibility for such damages or losses.
- C.2.2.4** The Contractor shall keep all containers free of dirt, debris and sticky substances at all times.
- C.2.2.5** The Contractor shall collect and dispose all trash at a District-designated disposal facility (Section C.2.4.3). The University retains the right to designate and to change the designation of District designated disposal facilities.
- C.2.2.6** The Contractor shall collect and deliver all recyclables to District-approved processing facilities for the purpose of further processing and marketing.
- C.2.2.7** Recyclables collection shall be performed during regular business hours. The Contractor shall provide a receipt, which clearly indicates date of pick up, the quantity, estimated weight, point-person name and telephone number, and information of recycling center receiving empties.
- C.2.2.8** The Contractor shall ensure that toner cartridges are recycled or disposed of in manner that complies with all environmental regulations and human health and safety laws.
- C.2.2.9** **WEIGHING PROCEDURES**: The Contractor has two methods for weighing removed recyclable material: (1) Official Weight Method, in which an official weight is established for containers of uniform make and size and, (2) Scale Method, in which loads of recyclable material are weighed on certified or District scales.
- C.2.2.10** **INITIAL DELIVERY**: The Contractor shall provide all containers listed in Section B.4. The Contractor shall place all required markings, stenciling, or lettering on

containers as per Section C.2.10. The Contractor shall deliver the required containers each location within five (5) days from the contract award date. The containers will remain the property and responsibility of the Contractor.

C.2.3 CONTAINER SPECIFICATIONS

The Contractor shall provide containers that meet or exceed the specifications as follows:

C.2.3.1 General Containers Specifications:

- A. **Hauling Containers Requirements:** All equipment must meet the safety requirements of the American National Standards Institute, standard number Z245.1, and waste equipment operating standards of the National Solid Waste Management Association (NSWMA). All equipment must have signage identifying it as a recycling or trash containers, and shall be painted on clearly identifiable colors and should be clearly labeled for its intended use (trash or recycling).
- B. All containers shall be capable of holding solid waste materials including garbage, refuse, rubbish, and yard waste; and recyclables such as glass containers, plastic containers, metal containers, newspaper, and office paper.
- C. **Color:** All trash containers shall be brown or green. Recycling containers shall be blue. Color shall be non-fading pigment. Pigment Volume Concentration (PVC) shall be a minimum of 1%.
- D. Containers include but are not limited to utility carts different sizes, materials, and shapes; self-contained compactors, and front-loaded, closed-top containers, pre-printed containers for the collection of single stream collections, recyclable paper only, commingle bottles and cans, or similar, as well as used printer cartridges collections bins or carts. In rare cases, Contractor shall be asked to provide pallets, shrink-wrap to securely transport commodities from/to applicable recycling center.

C.2.3.2 Supercans Specifications:

- A. Each Supercan shall have a permanently attached lid and shall be designed to be lifted by a hydraulic dumping unit so that its contents are deposited in the hopper of a standard rear-loading garbage packer truck. Each container must have a capacity of no less than 90 gallons. Supercan shall have wheels and a handle so that they are easily maneuverable and can be pushed and pulled with minimal effort.
- B. **Capacity:** The container shall have a volume not less than 90 gallons with the lid in the normal closed position and shall be capable of accommodating a working load of 200 pounds exclusive of the weight of the container.

- C. Dimensions: The outside overall dimensions of the completely assembled container shall not exceed a height of 48 inches, a Width of 31 inches, or a depth of 33 inches.
- D. Weight: The weight of the complete container when empty shall be approximately 45 pounds.
- E. Materials: The container shall be constructed of durable polyethylene with a recycled content of at least 25% which minimally meets National Sanitation Foundation Standard No. 21 and shall have an average wall thickness of 0.1 inch.
- F. Wheels shall be a minimum of 12" in diameter and shall have a minimum width of 1.75". Wheels shall have semi-pneumatic rubber tires and self lubricating bearings. The axle shall be constructed of solid steel with a minimum diameter of 5/8".
- G. Lid: The lid, when closed, shall have a convex shape, which continuously laps over all the outside edges of the container body. The lid shall be permanently attached with a hinge, and shall be designed so that the container dumping operation can be performed without interference between the lid and the waste material as the material falls into the hopper. Through the use of a latch or other means, the lid must stay securely closed under windy conditions or when the container falls over, and must withstand foraging animals.
- H. Handle: Each container shall have a handle with a minimum width of 12 inches. No sharp plastic or metal edges shall come in contact with hands when using the handle in a normal position.
- I. Hardware: To prevent rusting, all hardware used on any portion of the container shall be stainless steel, zinc-plated steel, cadmium-plated steel, or galvanized steel. The container when empty shall be capable of maintaining an upright position by withstanding winds of at least 15 mph from any direction.

C.2.3.3 Cubic Yard Front End/Rear End Loading Containers

- A. The Contractor shall provide containers with the capacity of two (2), four (4) and eight (8) cubic yards. The container shall be made of steel, and shall be designed with side pockets which enable it to be lifted by a hydraulic dumping unit and deposited in the hopper of a standard front-end/rear end loading garbage packer truck. The container may be stationary, or it may have wheels; wheeled containers shall be sufficiently immobile to remain stationary in case of incidental contact.
- B. Materials: Containers, except for lids, shall be constructed from steel, and shall be capable of holding a full two (2) or four (4) and eight (8) cubic yards, respectively, of material with lids completely closed without bulging, splitting of seams, damage to doors, wheels or casters, or other damage of any kind.

- C. **Wheels and Casters:** Wheels, if any, must have self lubricating bearings, shall be attached to heavy-duty casters, and must be able to withstand the wear and tear of nominal container usage.
- D. **Lid:** Container lids shall be permanently attached on one side with hinges, so that the container dumping operation can be performed without interference between the lid and the waste material as it falls into the hopper. When closed, the lid shall completely cover the inside of the container. Lids may be made of galvanized steel or of polyethylene with a recycled content of at least 25%. Closed lids must be secure enough to remain closed under windy conditions or from disturbance by foraging animals.

C.2.3.4 Compactor

- A. The Contractor shall provide containers with the capacity of forty (40) cubic yards compactor.
- B. The container shall be stationary and made of steel, and shall be capable of being hauled by a standard tilt frame roll-off truck. Roll-off containers may be open top, or may have some form of lid or covering. These containers will include some form of mechanical compactor, either attached as part of the container assembly, or as an independent unit that may be disconnected from the container for container transport.
- C. **Materials:** Containers shall be constructed from steel, and shall be capable of holding a level full forty (40) cubic yards of material without bulging, splitting of seams, damage to doors, or other damage of any kind.

C.2.4 COLLECTION AND DISPOSAL OF TRASH

- C.2.4.1** The Contractor shall collect trash so as not to allow spilling of trash on private or public property. The Contractor shall comply with all federal laws, and laws of the District, applying to the storage, collection, transport and disposal of trash. The Contractor shall obtain and maintain all licensure requirements of each applicable jurisdiction.
- C.2.4.2** Removal of trash will occur during normal operating hours of the University. The Contractor shall obtain written approval from the Contract Administrator (CA) prior to any changes in weekly collection schedule. The Contractor shall implement schedule changes within five (5) days from the date of written approval thereof.
- C.2.4.3** The Contractor shall dispose all trash collected at a District designated disposal facility. These facilities are the Benning Road Transfer Station, 3200 Benning Road, NE; and the Fort Totten Transfer Station, 4900 Bates Street, NE.

C.2.4.4 The Contractor shall weigh the trash collected from the University campuses prior to the disposal of trash at a District-designated disposal facility, and provide Reporting Form including:

- a) Customer name
- b) Name of specific University campus
- c) Address
- d) Agency contact
- e) Phone
- f) Number of containers
- g) Pull type
- h) Size of containers
- i) Collection schedule (days/week)
- j) Number of pulls (Cubic Yards) – actual w/weight tickets for applicable sites
- k) Unit Price
- l) Collection
- m) Total # pulls
- n) Comments Section

C.2.4.5 The monthly reports are due every 5th day of the following month.

C.2.4.6 The Contractor shall report trash weights in such a fashion that will allow the District to ascertain how the University performs on a monthly basis in support of diversion rates set forth by the District of Columbia Solid Waste and Multi-Materials Recycling Act.

C.2.5 COLLECTION AND PROCESSING OF RECYCLABLES

C.2.5.1 The Contractor shall collect single-stream recyclables from the University campuses. The Contractor shall not collect trash and recyclables in the same truck compartment. Recyclable materials collection shall be separate and distinct from trash collections. The University requires single-stream recycling for the collection, and transport of recyclable materials. Single-stream for the purpose of this solicitation means, all recyclable materials commingled into one recycling container. At a minimum, single-stream materials will include mixed-paper, soft-cover publications, binders, commingled bottles and cans, paper board, plastics, glass, tin and aluminum. Single-stream materials are to be taken to a District Approved Single Stream Recycling Center. The University will require weight tickets and associated reports to document recycling efforts. Removal of recyclables shall occur during normal operating hours of the University.

C.2.5.2 The Contractor shall weigh the recyclables collected from the University prior to their delivery to a District Approved Single Stream Processing Facility.

C.2.6 MAINTENANCE FROM POINT OF COLLECTION AND ENROUTE TO THE DISPOSAL FACILITY OR A DISTRICT-APPROVED RECYCLABLE PROCESSING FACILITY

C.2.6.1 Under the terms of the contract, the Contractor shall be responsible for emptying all containers, and shall return them to its original position. The Contractor shall be responsible for the cleanup of any spilled trash and/or recyclable materials resulting from the pick-up within ten (10) feet, of the container.

C.2.6.2 The Contractor shall collect, immediately, all trash and recyclable materials that are dropped by the Contractor or wind-blown to the ground at the pick-up points, on the collection route, or enroute to the disposal or processing facility. The Contractor shall also immediately pick-up, any trash or recyclables which overflow outside the container at the time of scheduled pick-up and deliver them to the disposal or processing facility at no additional cost to the University.

C.2.6.3 The Contractor and his employees shall comply with any security regulations by the University.

C.2.6.4 Upon contract award, the CA shall identify designated places at all collection areas for the Contractor to store or place recycling containers for recyclable collections.

C.2.7 MISSED COLLECTIONS - TRASH AND/OR RECYCLABLES

Each University campus under this contract has pre-assigned scheduled days of service. Changes to the schedule must be approved in advance by the University. In the event the Contractor fails to make a collection; the University may have another Contractor make the missed collection(s). In such case, the Contractor shall be responsible for the total cost incurred by the University.

C.2.8 MONTHLY REPORTING:

Weights: The University requires weight reports and weight tickets from all District Approved Single Stream Recycling Centers and applicable trash transfer stations.

The Contractor shall report recyclable weights in such a fashion that will allow the University to ascertain how the University is performing on a monthly basis in support of diversion rates set forth by the District of Columbia Solid Waste and Multi-Materials Recycling Act.

C.2.9 NO COLLECTION SCHEDULE:

Where a specific collection schedule is not provided, the Contractor is required to provide the CA with a collection schedule within five (5) days of the contract award.

C.2.10 MARKINGS

- C.2.10.1 GENERAL:** All containers shall list in one easily readable location on the container, detailing of proper use of the container. On the front of the container, permanent stickers with a height between 2 and 4 inches shall denote the type of material to be collected in the container.
- A) **SUPERCANS (RECYCLING ONLY):** The Contractor shall label both the lid and container body with lettering at least 1 inch tall that shows the container serial number. The Contractor shall also apply to the container, a peel off sticker with a label that reads, "Washington DC Supercan". The following signs shall be used, and must be provided by the Contractor.
 - B) **TWO CUBIC YARD FRONT/END/REAR END LOADING CONTAINERS (RECYCLING ONLY):** The following sign shall be used, and must be provided by the Contractor for two (2) cubic yard.
 - C) **FRONT END/REAR END LOADING, ROLL-OFF (COMPACTING AND NON-COMPACTING) CONTAINERS (TRASH ONLY):** The following sign shall be used, and provided by the Contractor for two (2), four (4), eight (8), twenty (20), thirty (30) and forty (40) cubic yard.

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 the resultant 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: DELIVERIES OR PERFORMANCE

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

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

F.2.3 The 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 year, contract requirements and deliverables remain the same as those of the base year.

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
C.2.4.4	Monthly Report on Trash	1	Hard copy and soft copy	Fifth day of the following month
C.2.8	Monthly Report on Recyclables	1	Hard copy and soft copy	Fifth day of the following month

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

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

- G.1.1** The University will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in 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.4.

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 District for work performed by any subcontractor under this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District 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 District of Columbia 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

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, (Attachment J.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.5 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.

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 the 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 District. The policy shall provide a limit of \$1,000,000 per occurrence; \$1,000,000 per aggregate. This coverage shall be endorsed to name the University of 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 District, 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 C04
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 Trash and Recycling Services

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- A) An applicable Court Order, if any
- B) Contract document
- C) Standard Contract Provisions
- D) Contract attachments other than the Standard Contract Provisions
- E) IFB and all amendments
- F) Contractor's Bid

I.11 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.12 CONTINUITY OF SERVICES

- I.12.1** The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

- I.12.1.1** Furnish phase-out, phase-in (transition) training; and
- I.12.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- I.12.2** The Contractor shall, upon the Contracting Officer's written notice:
 - I.12.2.1** Furnish phase-in, phase-out services for up to ninety (90) days after this contract expires and
 - I.12.2.2** 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 Contracting Officer's approval.
- I.12.3** 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.12.4** 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.12.5** 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.

I.13 ESTIMATED QUANTITIES

It is the intent of the University to secure a contract for all of the needs of the University campuses specified herein which may occur during the contract term. The University agrees that it will purchase its requirements included herein from the Contractor. The estimated quantities stated in the IFB reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the University or to relieve the Contractor of his obligation to fill all such orders.

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 AUDITS, RECORDS, AND RECORD RETENTION:

- I.15.1** At any time or times before final payment and three (3) years thereafter, the CO may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may

be reduced by amounts found by the CO not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

- I.15.2** The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.
- I.15.3** The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- I.15.4** The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the CO.
- I.15.5** Persons duly authorized by the CO shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- I.15.6** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- I.15.7** In the event of a conflict between Article 28 of the General Provisions of the Standard Contract Provisions for Construction Projects, January 2007, and the provisions of this clause, the Standard Contract Provisions shall prevail.

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	Trash and Recycling Requirements Per Campus Location

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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

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

K.1
TYPE OF BUSINESS ORGANIZATION

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

- (a) It operates as:
- a corporation incorporated under the laws of the state of: _____
 - an individual,
 - a partnership,
 - a nonprofit organization, or
 - a joint venture.
- (b) If the Bidder is a foreign entity, it operates as:
- an individual,
 - a joint venture, or
 - a corporation registered for business in _____
(Country)

K.2
CERTIFICATION AS TO COMPLIANCE WITH
EQUAL OPPORTUNITY OBLIGATIONS

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

Bidder _____ Date _____

Name _____ Title _____

Signature _____

Bidder ___ has ___ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Bidder ___ has ___ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subcontractors. (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="display: flex; justify-content: space-between; width: 100%;"> LSDBE Subcontract Value Percentage Set Aside </div>

CONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier : _____ 1st, 2nd, 3rd			Point of Contact: _____ Name (Print)							
LSDBE Certification Number: _____ Certification Status: <table border="1" style="display: inline-table; border-collapse: collapse;"> <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> (check all that apply)			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: _____

(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: : _____ 1 st , 2 nd , 3 rd LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; vertical-align: middle;"> <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:	Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

SUBCONTRACTOR INFORMATION:

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

SUBCONTRACTOR INFORMATION:

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
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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: : _____ 1 st , 2 nd , 3 rd LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; vertical-align: middle;"> <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:	Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

Date Plan Received by CO: _____

Report: Acceptable Not Acceptable Contract Number: _____

Name of CO

Signature

Date

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

- L.1.1** The University reserves the right to accept/reject any/all 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 offer shall constitute the formal contract. **Each bid shall be submitted as specified in Section A.9 in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. GF-2013-B-0060"**.
- 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.2.5** The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs in Section B.4 will render the bid non-responsive and disqualify a bid.

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 pm local time on November 26, 2012, Monday, as specified in Section A.9.

L.5 WITHDRAWAL OR MODIFICATION OF PROPOSALS

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 District office after the exact local time specified above, are “late” and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The 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
- b. 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 District 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 bidder 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.9 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 bidder'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 bidder shall submit the questions in writing to the Contract Specialist. The prospective bidder shall submit questions no later than 10 days prior to the closing date and time indicated for this solicitation. The University will not consider any questions received less than 10 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 bidders. 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 bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the 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 bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.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 District 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 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.14.1 Name, address, telephone number and federal tax identification number of bidder;

L.14.2 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 bid

shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

- L.14.3** If the 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.15 BID OPENING

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

L.16 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

A pre-bid conference will be held at 1:00 pm (EST) on Wednesday, November 14, 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.

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 Bidder's Certification as a Certified Business Enterprise

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

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

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

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

M.2 EVALUATION OF OPTION YEARS

The University will evaluate bids for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the University to exercise them. The total University requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.