



REQUEST FOR PROPOSALS

NO. GF-2015-R-0011

AGENCY: University of the District of Columbia

PROJECT: Design-Build 4 Urban Aquaponic Systems and Hoop Houses

LOCATION: The UDC Van Ness Campus, 4200 Connecticut Avenue NW
Washington, DC 20008; The UDC Bertie Backus Campus; The
PR Harris Campus; and a 3-acre site at 5901 East Capitol Street
N.E. Washington, DC

To access our website, please go to:

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

SOLICITATION, OFFER, AND AWARD			1. Caption Design-Build Urban Aquaponics Systems and Hoop Houses		Page of Pages 1 49		
2. Contract Number		3. Solicitation Number GF-2015-B-0011		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued February 20, 2015	
				6. Type of Market <input type="checkbox"/> Open <input checked="" type="checkbox"/> Set Aside <input type="checkbox"/> Open with Mandatory 35% SBE Sub-Contracting Set Aside			
7. Issued By: University of the District of Columbia Office of Contracts and Procurement 4200 Connecticut Avenue, NW Bldg 38 Suite 200C Washington, DC 20008				8. Address Offer to: University of the District of Columbia Office of Contracts and Procurement 4200 Connecticut Avenue, NW Bldg 39 Suite 200C Washington, DC 20008			
<small>NOTE: In sealed bid solicitations "offer" and "offeror" means "bid" and "bidder"</small>							
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>March 20, 2015</u> (Hour) (Date)							
<small>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.</small>							
10. For Information Contact		A. Name Tracey Williams		B. Telephone (Area Code) (Number) (Ext) 202 274-5428		C. E-mail Address Tracey.Williams@udc.edu	
11. Table of Contents							
(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	23
X	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	3	X	J	List of Attachments	28
x	D	Packaging and Marking	5	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	6	X	K	Representations, certifications and other statements of offerors	27
X	F	Deliveries or Performance	7	X	L	Instructions, conditions & notices to offerors	35
X	G	Contract Administration Data	8	X	M	Evaluation factors for award	48
X	H	Special Contract Requirements	14				
OFFER							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> 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 checked="" type="checkbox"/>		10 Calendar days %		20 Calendar days %		30 Calendar days %	
						Calendar days %	
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				Amendment Number		Date	
15A. Name and Address of Offeror		16. Name and Title of Person Authorized to Sign Offer/Contract					
15B. Telephone (Area Code) (Number) (Ext)		15C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>		17. Signature		18. Offer Date	
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							

PART 1

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 The University of the District of Columbia, Office of Contracts and Procurement) is seeking a Contractor to design-build Urban Aquaponic Systems and Hoop Houses at four (4) locations within the District of Columbia.

B.2 **MARKET**

This Request for Proposals (RFP) is designated for only certified Small Business Enterprises (SBE) and is set aside under the provisions of the "Small, Local and Disadvantaged Business Enterprise Development Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", as amended. For more information on the program, Offerors are encouraged to visit the official site at <http://dslbd.dc.gov>.

B.3 **TYPE OF CONTRACT**

The University intends to award a firm fixed price contract.

B.5 **SCHEDULE DESCRIPTION**

The Contractor shall design-build Urban Aquaponic Systems and Hoop Houses in accordance with Section C of this document.

Contract Line Item (CLIN No.)	The contractor shall provide the services below in accordance with Section C of this document as specified herein.	Quantity	Unit	Total Amount
001	Design-build Urban Aquaponic System and Hoop House at the UDC Van Ness Campus	1	Each	
002	Design-build Urban Aquaponic System and Hoop House at the UDC Bertie Backus Campus	1	Each	
003	Design-build Urban Aquaponic System and Hoop House at the UDC Patricia Harris Campus	1	Each	
004	Design-build Urban Aquaponic System and Hoop House at 5901 East Capitol Street N.E. Washington,DC	1	Each	
Total				

PART 1**SECTION C – STATEMENT OF WORK****C.1 SCOPE OF WORK**

The Contractor shall design-build an Urban Aquaponic Systems and Hoop House on four different sites in the District of Columbia that include The UDC Van Ness Campus, 4200 Connecticut Avenue, NW Washington DC 20008; The UDC Bertie Backus Campus, The UDC PR Harris Campus and a 3-acre site at 5901 East Capitol Street N.E. Washington, D.C.

C.2 BACKGROUND

In 2014, the College of Agriculture, Urban Sustainability, and Environmental Science (CAUSES) was awarded a capital project award through the DC Sustainability Awards program for the purpose of implementing Urban Aquaponic Systems and facilities at three of its campuses. Subsequently, CAUSES received an award of a three-year use period of three acres of vacant land owned by the DC Housing Authority for the purpose of implementing an Urban Farm. The property is located at 5900 East Capitol Street, NE, Washington, DC 20002. This brings the total number of sites on which Urban Aquaponic systems are to be installed to four project sites.

Each system must also include the installation of a hoop house or other suitable facility where the Aquaponic Systems can be housed. The specifics of each facility are determined by each site and must include the Aquaponic system and its requisite fish culture tanks and hydroponics systems flow beds or raised beds.

C.3 DEFINITIONS

C.3.1 The term “University” shall be defined as the University of the District of Columbia.

C.3.2 The acronym “CO” shall be defined as the University’s Contracting Officer.

C.3.3 The acronym “CA” shall be defined as the University’s Contract Administrator

C.3.4 The term “Aquaponic” means a closed loop system pf [producing fish or food. It is the combination of growing plants in water (hydroponics) with raising fish (aquaculture). Tanks are used. When combined with a small “hoop house” (a portable greenhouse), each facility is expected to generate 500 pounds of fish and 5,000 pounds of produce annually.

C.4 SERVICES REQUIRED

Since all locations are in urban settings within the District of Columbia, they must be consistent with low impact requirements befitting of a site that is in close proximity of other urban uses. Each of the systems must be housed in a hoop house or in another suitable small building/container based facility.

Criteria for the Aquaponic systems are as follows:

- Noise pollution level of the pumps in use to be below 77 decibel
- No mechanical compressor on the premises
- No liquid oxygen on the premises
- No liquids other than water to operate the Aquaponic system and its aeration devices
- Total power requirement for Pumps to be less than 0.01 HP per gal of water
- Dissolved oxygen level to reach 10 ppm within 10 minutes and maintain 7 ppm throughout
- Sufficient air injection capacity to feed the digester needed for the plant fertilization
- Four to six tanks per system
- Fully integrated aerobic and anaerobic microbial system
- Closed loop system capable of ebb and flow or clear flow
- No chemicals added to maintain water quality and sustainable agricultural practices
- Design-build the four Aquaponic systems including aquaculture tank and supporting equipment for operations and connect systems to water and power source.
- Provide technical training, manuals and other documents needed to operate the systems
- Conform to all local and state procurement and purchasing statutes and policies.
- Secure permits for constructing hoop houses or alternative container system.
- Each respondent must propose a schedule for completion
- One year project warranty/guarantee from date of acceptance
- Maintain reports and records at the project site and make all required submittals to authorities having jurisdiction.

PART I

SECTION D - PACKAGING AND MARKING

Not applicable for this procurement.

PART I

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION:

E.1.1

The CO or his/her Authorized Representative will conduct all reviews and inspections for this contract.

E.1.2

Definitions. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of the resultant contract.

E.1.3

The Contractor shall implement the tasks required to complete this project according to its performance schedule accepted in advance by the University.

E.1.4

The inspection and acceptance requirements for the resultant contract will be governed by the Inspection and Acceptance Clause in the Government of the District of Columbia's Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects (Revised January 2007).

PART I

SECTION F - DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be from the date specified in the written Notice to Proceed issued by the UDC Contracting Officer not to exceed September 30, 2015.

PART I

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1

The University will make payments to the Contractor, upon the submission of proper invoices or vouchers, at the fixed price for each TO, for 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 this contract. Invoices shall be prepared in triplicate and submitted to the Agency with concurrent copies to the CA specified in Section G.7.1. The address of the CFO is:

Name:	Accounts Payable
Address:	4200 Connecticut Avenue, NW, Building 39, Room 201 Washington, DC 20008
Telephone:	(202) 274-5488
Email:	<u>udcacctspay@udc.edu</u>

G.2.2

To constitute a proper invoice, the Contractor shall submit the following information:

G.2.2.1

Contractor's name and invoice date (Contractor is encouraged to date invoices as close to the date of mailing or transmittal as possible);

G.2.2.2

Contract number, encumbrance number, and assignment of an invoice number by the Contractor are also recommended;

G.2.2.3

Description, amount of payment requested, quantity, and the dates of the work performed, based upon the approved schedule if a schedule is required by the TO;

G.2.2.4

Other supporting documentation or information, as required by the CO and CA;

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 above to be notified in the event of a defective invoice, and

G.2.2.8

Authorized signature.

G.3 METHOD OF PAYMENT

G.3.1

The University will make payment for each TO base upon the terms of the individual TO. The University will make payment based upon the TO Invoice Payment Schedule on a monthly basis in accordance with the appropriate clauses of the Contract and of the Standard Contract Provisions, when the following conditions exist:

G.3.1.1

The Contractor has performed work and was accepted by the University,

G.3.1.2

The Contractor has submitted his/her invoice, and

G.3.1.3

No more than one invoice prepared and submitted by the Contractor every month.

G.3.2 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**G.3.2.1**

For contracts subject to the 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.3.5.

G.3.2.2

No final payment shall be made to the Contractor until the CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements. This clause applies to final payment under each TO that is \$100,000.00 and over.

G.4 ASSIGNMENTS**G.4.1**

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

G.4.2

Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party. The Contractor shall submit an assignment for each TO.

G.4.3

Notwithstanding an assignment of money claims pursuant to authority contained in the contract, 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.5 CONTRACTING OFFICER (CO)**G.5.1**

In accordance with Title 8, DCMR 3001.5 contracts may be entered into and signed on behalf of the District only by CO(s). The address and telephone number of the COs authorized to sign TO(s) under this contract is:

Mary Ann Harris
Director of Contracting and Procurement/Chief Contracting Officer
University of the District of Columbia
Office of Contracting and Procurement
4200 Connecticut Avenue NW
Washington, DC 20008

G.6 AUTHORIZED CHANGES BY THE CO**G.6.1**

The CO is the only person authorized to approve changes to any of the requirements of this contract.

G.6.2

The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

G.6.3

In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.7 CONTRACT ADMINISTRATOR (CA)**G.7.1**

The CA is responsible for the technical administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as specified in writing by the CO. The CA for this contract is:

Dwane Jones
University of the District of Columbia
4200 Connecticut Avenue NW Bldg. 44 Office 200/30
Washington, DC 20008

G.7.2

It is fully understood and agreed by the Contractor that the CA shall not have any authority to make changes in the scope of work, price or terms and conditions of the contract or the TO(s).

G.7.3

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

G.8 THE QUICK PAYMENT CLAUSE**G.8.1****Interest Penalties to Contractors****G.8.1.1**

The University will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery 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.8.1.2

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.8.2**Payments to Subcontractors****G.8.2.1**

The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the University for work performed by any subcontractor under a contract:

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

b) Notify the University and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.8.2.2

The Contractor must pay any lower-tier 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.8.2.3

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.8.2.4

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

G.8.3

Contractor Obligation to Flow Down Interest Provision

"Contractor shall include in each subcontract a provision that requires the subcontractor to include in its contracts with any subcontractor or suppliers the payment and interest clauses required under paragraphs (1) and (2) of DC Official Code §2-221.02(d)."

PART I

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 UNIVERSITY'S RESPONSIBILITY

The University will provide to the Contractor all necessary passes for Contractor's employees required to enter into the facility.

H.2 UNIVERSITY-FURNISHED EQUIPMENT/MATERIALS

H.2.1

The Contractor, with his own forces, shall maintain all University-furnished equipment during the performance of work.

H.2.2

The Contractor shall be responsible for the loss or damage to University-furnished property.

H.2.3

The Contractor shall follow the instruction given by the CA regarding the disposition of all University-furnished equipment.

H.2.4

All University supplied equipment for use by the Contractor shall be returned to the CA in good condition before the final payment is processed. The final payment will not be processed unless it contains all release(s) relating to University-furnished equipment and/or materials from CA.

H.3 SUBCONTRACTS:

H.3.1

Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the University.

H.3.1.1

The Contractor shall be as fully responsible to the University for the acts and omissions of subcontractor and of persons employed by them as he is for the acts and omissions of persons directly employed by him.

H.3.1.2

The Contractor shall be responsible for the coordination of the subcontractor and material persons engaged upon his work.

H.3.1.3

The Contractor shall, without additional expense to the University, utilize the services of specialty subcontractor of those parts of the work which are specified to be performed by specialty subcontractor.

H.3.1.4

The University will not undertake to settle any differences between the Contractor and his subcontractor or between subcontractors.

H.3.2

No portion of the contract shall be subcontracted except with the prior written consent of the CO, and such consent, when given, shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Request(s) or permission to subcontract any portion of the contract shall be in writing and accompanied by: (a) a showing that the organization which will perform the work is particularly experienced and equipped for such work, and (b) an assurance by the Contractor that the Labor Standards Provisions set forth in this contract shall apply to labor performed on all work encompassed by the request(s). The request(s) also shall provide the following information:

H.3.2.1

Subcontractor's name, address, telephone number, and Federal Social Security Number used on the Employers Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

H.3.2.2

Estimated dollar amount of the subcontract.

H.3.2.3

Estimated starting and completion dates of the subcontract.

H.3.2.4

The subcontractor approval request form included herein shall be used to request approval of subcontractor on this project. The form shall be completed for each subcontractor requested for approval and submitted to the CO. Copies of these forms are available upon request from the CA.

H.3.3

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. The Contractor shall assure that any subcontract contains the required flow-down provisions 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.

H.4 51% DISTRICT RESIDENTS NEW HIRES/FIRST SOURCE EMPLOYMENT AGREEMENT:**H.4.1**

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

H.4.2

The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, in which the Contractor shall agree that:

H.4.2.1

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

H.4.2.2

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.4.3

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") verifies its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

H.4.3.1 Number of employees needed;

H.4.3.2 Number of current employees transferred;

H.4.3.3 Number of new job openings created;

H.4.3.4 Number of job openings listed with DOES;

H.4.3.5

Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and

H.4.3.6

Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including;

H.4.3.6.1 Name;

H.4.3.6.2 Social Security number;

H.4.3.6.3 Job title;

H.4.3.6.4 Hire date;

H.4.3.6.5 Residence; and

H.4.3.6.6 Referral source for all new hires.

H.4.4

If the contract amount is equal to or greater than \$100,000.00, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.4.5

With the submission of the Contractor's final request for payment from the University, the Contractor shall:

H.4.5.1 Document in a report to the CO its compliance with the section H.4.4 of this clause; or

H.4.5.2

Submit a request to the CO for a waiver of compliance with section H.4.4 and include the following documentation:

H.4.5.2.1 Material supporting a good faith effort to comply;

H.4.5.2.2 Referrals provided by DOES and other referral sources;

H.4.5.2.3 Advertisement of job openings listed with DOES and other referral sources; and

H.4.5.2.4 Any documentation supporting the waiver request pursuant to section H.4.6.

H.4.6 The CO may waive the provisions of section H.4.4 if the CO finds that:

H.4.6.1 A good faith effort to comply is demonstrated by the Contractor;

H.4.6.2

The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan 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, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

H.4.6.3

The Contractor enters into a special workforce development training or placement arrangement with DOES; or

H.4.6.4

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.4.7

Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.4.5 and H.4.6, the CO shall determine whether the Contractor is in compliance with section H.4.4 or whether a waiver of compliance pursuant to section H.4.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the CFO and the CA.

H.4.8

Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.4.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 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 the contract any decision of the CO pursuant to this section H.4.8.

H.4.9 The provisions of sections H.4.4 through H.4.8 do not apply to nonprofit organizations.

H.5 AUDITS, RECORDS, AND RECORD RETENTION:**H.5.1**

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 University and an overpayment is found, the Contractor shall reimburse the University for Said Overpayment within thirty (30) days after written notification.

H.5.2

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 University under the contract that results from this solicitation.

H.5.3

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.

H.5.4

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.

H.5.5

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.

H.5.6

The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

H.6 PUBLICITY:

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

H.7 FREEDOM OF INFORMATION ACT:

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the University to make available for inspection and copying any record produced or collected pursuant to a University contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA designated in subsection G.7 who will provide the request to the FOIA Officer for the University 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 University with programmatic responsibility will determine the reliability of the records. The University will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.8 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA):

During the performance of the 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.9 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 (1983) et seq.

H.10 LIVING WAGE ACT OF 2006:

The Living Wage Act of 2006 is Title I of the “Way to Work Amendment Act of 2006”, DC Law 16-118, and effective June 8, 2006. The Living Wage Act is codified at DC Official Code §§ 2-220.01 through 11.

H.10.1 WAY TO WORK AMENDMENT ACT OF 2006

H.10.1.1

Except as described in H.10.1.8 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.10.1.2

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.10.1.3

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.10.1.4

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.10.1.5

The Contractor shall provide a copy of the Fact Sheet attached as J.1.3 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.3 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.10.1.6

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.10.1.7

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.10.1.8 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 eminent 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 University;

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

(9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

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

H.10.1.9 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.

PART II

SECTION I - CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

Government of the District of Columbia Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects (Revised January 20007) are incorporated herein by reference, with the same force and effect as if given in full text.

I.2 DEPARTMENT OF LABOR

The applicable General Decision Number: DC150002 01/09/2015 DC2.

I.3 CONFLICT OF INTEREST:

I.3.1 No official or employee of the District of Columbia or the Federal District who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code Section 2-310.01, and Chapter 18 of the DC Personnel Regulations).

I.3.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

I.4 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 in Section K. An award cannot be made to any Offeror who has not satisfied the equal employment requirements as set forth by the Department of Small and Local Business Development.

I.5 INSURANCE:

The requirements of this section apply to the Contract. Upon award of a Contract, the Contractor shall assure that its insurance coverage for the work is in compliance with the provisions of this § I.5.

I.5.1 GENERAL REQUIREMENTS. Prior to commencement of any work under this Contract, and in addition to other insurance bonds or securities required by law or under the Contract terms, the Contractor shall procure and maintain during the life of the Contract; except for General Liability, and required Professional Liability, and any required Employment Practices Liability insurance which shall be maintained for five (5) years after the District's acceptance of the work; the following types of insurance:

I.5.1.1 Commercial General Liability Insurance. The Contractor shall furnish evidence satisfactory to the CO with respect to the operations performed by it, its employees and subcontractor, it carries in its own behalf, Owners' and Contractors' Protective Liability Insurance with minimum \$2,000,000.00 per occurrence limit and \$5,000,000.00 per aggregate for bodily injury and property damage. If this Contract is for building construction, the Commercial General Liability policy must be endorsed to include coverage for Explosion,

Collapse and Underground (XCU). The policy must name the University as an additional insured, contain a waiver of subrogation, and state that coverage is primary and non-contributory.

I.5.1.2 Umbrella/Excess Liability. Contracts valued at over \$100,000.00 or determined to be high risk must carry Umbrella/ Excess Liability Insurance with \$5,000,000.00 limits per occurrence. The policy must name the University as an additional insured, contain a waiver of subrogation, and state that coverage is primary and non-contributory. If properties adjacent to the building site present unusual or hazardous conditions, higher Umbrella/ Excess Liability limits may be required.

I.5.1.3 Workers' Compensation. The Contractor shall carry according to the statutes of the District of Columbia workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this Contract, including Employer's Liability, \$1,000,000.00 per accident for injury, \$1,000,000.00 per employee for disease, \$1,000,000.00 policy limit disease. The policy must contain a waiver of subrogation endorsement. The Contractor agrees to comply, at all times, with the provisions of the workers' compensation laws of the District.

I.5.1.4 Automobile Liability Insurance. The Contractor shall furnish automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the project. The policy shall cover the operations performed at the University with a \$2,000,000.00 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be Primary and Non-Contributory.

I.5.2 CERTIFICATE OF INSURANCE. The Contractor must submit verification of insurance on a standard Certificate of Insurance Associate for Cooperative Operations Research and Development (ACORD) form and receive approval from the CO prior to commencement of any work. The Contractor shall obtain the insurance from responsible companies licensed by the District of Columbia's Department of Banking, Insurance and Securities Regulation and shall deliver the certificate of insurance to the CO within ten (10) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the CO prior to their termination or material alteration.

I.5.3 DURATION. The Contractor shall carry all insurance until all contract work is accepted by the University, except for General Liability, and any required Professional Liability, and any required Employment Practices Liability insurance which shall be maintained for five (5) years following the University's acceptance of the work. Each insurance policy shall contain a binding endorsement that: The insurer hereby warrants and agrees that it shall not cancel this policy, except after thirty (30) days written notice, by certified mail, to the CO.

I.5.4 CONTRACTOR'S PROPERTY. Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

I.5.5 MEASURE OF PAYMENT. The University will 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 lump sum offer price.

I.6 PRE-AWARD APPROVAL:

In accordance with D.C. Official Code 2-301.05a any contract over one million dollars over a 12- month period must be approved by the D.C. Council before the award.

I.7 CONFIDENTIALITY OF INFORMATION:

The Contractor shall keep all the information obtained relating to any employee or customer of the University in absolute confidence, and shall not use it in connection with any other matters, or disclose it to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.8 TIME:

Time or performance period, if stated in number of days, shall mean calendar days which includes Saturdays, Sundays, and holidays, unless stated otherwise therein.

I.9 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.10 INCORPORATION AND ORDER OF PRECEDENCE:

Contracts: The following documents are incorporated herein by reference and in case of any discrepancy the following Order of Precedence shall apply: (1) Supplies or Services and Price/Cost Section (Section B), (2) Work Statement (Section C), (3) Special Contract Requirements (Section H), (4) Contract Clauses (Section I), and (5) Government of the District of Columbia Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects (Revised January 2007) (Attachment J.1.1), (6) Subcontracting Plan (Attachment J.1.4), (7) General Decision Number: DC150002 01/09/2015 DC2 (Attachment J.1.3) (8) The Living Wage Act Notice and Fact Sheet (Attachment J.1.3), (9) Certifications and Representation (Section K), (10) Contractor's proposal, and (11) First Source Employment Agreement (Attachment J.2.2).

PART III

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS TO CONTRACT

J.1 LIST OF ATTACHMENTS

J.1.1 Government of the District of Columbia Standard Contract Provisions for Use with Specifications for District of Columbia Government Construction Projects (Revised January 2007)

J.1.2 General Decision Number: DC150002 01/09/2015 DC2

J.1.3 The Living Wage Act Notice and Fact Sheet

J.1.4 Subcontracting Plan Form

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

J.2.1 Offer Letter

Offerors shall complete and incorporate in their proposal package the following forms located at www.ocp.dc.gov under solicitation attachments.

J.2.2 First Source Employment Agreement

J.2.3 E.E.O. Information and Mayor's Order 85-85

J.2.4 Tax Certification Affidavit

J.3 ORDER OF PRECEDENCE

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

- a. The Statement of Work in Section C of the solicitation;
- b. Clauses as outlined in the solicitation ;
- c. Government of the District of Columbia Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects (Revised January 2007) ; and
- d. Other documents, exhibits, and attachments.

PART IV

SECTION K - CERTIFICATIONS, REPRESENTATIONS AND OTHER STATEMENTS OF OFFERORS

K.1. Certification of Eligibility

K.2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction

K.3 Payment to Subcontractor and Suppliers Certification

K.4 Certification of Independent Price Determination

K.5 Employment Agreement

K.6 Certification under “Buy American Act” (applicable to purchase of material and equipment)

K.7 Certification as to Type of Business Organization

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

K.1
CERTIFICATION OF ELIGIBILITY

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

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

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

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

Does not have a proposed debarment pending; and

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

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

Contractor

President or Authorized Official

Date

Title

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

Subscribed and sworn before me this ____ day of _____

At _____
City and State

Notary Seal

Notary Public

K.2

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

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

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

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

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

Does not have a proposed debarment pending; and

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

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

Contractor

President or Authorized Official

Date

Title

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

Subscribed and sworn before me this ____ day of _____

At _____
City and State

Notary Seal

Notary Public

K.3

PAYMENT TO SUBCONTRACTOR AND SUPPLIERS CERTIFICATE

The Contractor, prior to receiving a progress payment, shall submit to the CO, certification that the Contractor has made and will make timely payments to his subcontractor and suppliers per his 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:

To:

Mary Ann Harris
Director of Contracting and Procurement/Chief Contracting Officer
University of the District of Columbia
Office of Contracting and Procurement
4200 Connecticut Avenue NW
Washington, DC 20008

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

President or Authorized Official

Contractor/Company Name

Signature of Official

Date

Title

K.4

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

A. Each signature of the Offeror is considered to be a certification by the signatory that:

(a) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Bidder or competitor relating to:

- (i) those prices
- (ii) the intention to submit a Proposal, or
- (iii) the methods or factors used to calculate the prices in the Proposal;

(b) The prices in this Contract have not been and will not be knowingly disclosed by the Offeror, directly, to any other Offeror or competitor before Contract opening unless otherwise required by law; and

(c) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

B. Each signature on the Proposal is considered to be a certification by the signatory that the signatory;

(a) Is the person in the Offeror's organization responsible for determining the prices being offered in this Proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs A(a) through A(c) above; or

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs A(a) through A(c) above:

(Insert full name of person(s) in the organization responsible for determining the prices offered in the Contract and the title of his or her position in the Offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subsection B (2) (i) above have not participated, and will not participate, in any contrary to subparagraphs A (a) through A(c) above; and

(iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs A (a) through A(c) above.

C. If the Offeror deletes or modifies subparagraph A(b) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.5**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 of Columbia in each project's labor force:

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

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.6

BUY AMERICAN CERTIFICATION

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product, and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

K.7

TYPE OF BUSINESS ORGANIZATION

The Offeror, by checking the applicable box, represents that

(1) It operates as:

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

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

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

PART IV

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD:

L.1.1 The University intends to award a single contract to the responsible Offeror whose offer conforms to the solicitation and will be most advantageous to the University, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The University may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 BEST AND FINAL OFFERS:

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the University's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Offeror selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all Offerors still within the competitive range.

L.3 PRE-PROPOSAL CONFERENCE:

L.3.1 A pre-proposal conference to discuss the contents of this solicitation and other pertinent matters will be held on *Friday, February 27, 2015 at 11:00 a.m.*, at the following location:

*University of the District of Columbia
4200 Connecticut Avenue, NW
Large Board Room, 2nd Floor, Building 38, Room 200C
Washington D.C. 20008*

L.3.2 Prospective Offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the University to accept questions from bidders on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors must complete the Pre-Proposal Conference Attendance Roster at the conference so that proposal attendance can be properly recorded.

L.3.3 Impromptu questions will be permitted and spontaneous answers will be provided at the University's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and

do not represent the University's final position. All oral questions must be submitted in writing following the close of the pre-bid conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective Offerors who are listed on the official bidder's list as having received a copy of the solicitation. Answers will also be posted on the UDC website at www.udc.edu.

L.3.4 SITE VISIT

Site visits will be conducted immediately following the pre-proposal conference on February 27, 2015 in the order specified by UDC at the conference.

L.4 PREPARATION AND SUBMISSION OF OFFER:

L.4.1 Offerors shall submit **one (1) signed original plus six (6) copies** of the offer. Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. All items accepted by the University, all pages of the RFP, all attachments and all documents containing the Offeror's offer shall constitute the formal contract.

L.4.2 Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. *GF-2015-R-0011, for "Urban Aquaponic Systems and Hoop Houses to the University of the District of Columbia"* not later than 2:00 p.m. on Friday, March 20, 2015 at:

*The University of the District of Columbia
Office of Contracts and Procurement – Capital Procurement Division
4200 Connecticut Avenue N.W. Bldg. 39 Suite 200C
Washington, DC 20008
Attention: Michiko Gadson*

L.4.3 The original offer shall govern if there is a variance between the original offer and the copy submitted by the Offeror. Each Offeror shall return the complete solicitation as its offer.

L.4.4 The University may reject as unacceptable any offer that fails to conform in any material respect to the RFP.

L.4.5 The University may also reject as unacceptable any offer submitted on forms not included in or required by the solicitation, or if the solicitation package is obtained from any source other than the University's official source listed below. Offerors shall make no changes to the requirements set forth in the solicitation.

L.4.6 The Competitive range of shall consist of no more than the Offerors who received the highest three scores from the initial evaluations.

L.4.7 The university may require the three Offerors who receive the highest score following the initial evaluations to make an oral presentation of their technical proposal which includes answering questions presented by the University.

L.4.8 TECHNICAL PROPOSAL VOLUME CONTENTS:

L.4.8.1 VOLUME 1, TECHNICAL CAPABILITY INFORMATION. The Technical proposal shall be prepared in accordance with the instructions and format given in this section. *Failure to provide a Technical proposal shall render an offeror's proposal incomplete and nonresponsive, therefore unacceptable for consideration of award.* In order for the University to evaluate the Offeror's understanding of the contract requirements, Offerors are required to discuss their technical and administrative capabilities in a manner that demonstrates these are adequate to meet contract requirements. Offerors are strongly cautioned to follow the format below in preparing their proposals. This will allow for ease of evaluation. Proposals will be evaluated in accordance with the evaluation criteria listed in Section M.3, Evaluation Criteria. Technical Proposals shall not include price or pricing information.

L.4.8.1.1 The technical proposal must include each of the following sections and information. They are not listed here in order of importance, but every effort should be made to maintain the order in the proposals to facilitate comparisons.

1. **Cover Letter:** List the firm name, contact name(s) and titles of the lead contractor/construction manager (hereafter referred to as the Project Manager). Provide addresses, telephone numbers, fax numbers and e-mail addresses for the Project Manager. The cover letter shall also identify the firm and firm representative, preferably the Project Manager that has the authority to negotiate and contractually bind the firm.
2. **Licensing:** List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable. Applicants must be current and have been for at least one year prior, a registered contractor in the District of Columbia.
3. **Member Roles and Capabilities:** List members of the firm/team selected for this project incl. the Project Manager and other key staff that will be directly and regularly working on this project. Briefly describe the directly related project experience of the Project Manager and team members. Include information that describes the role of the team members. Include resumes for the Project Manager and current number of projects that these individuals are managing or will be managing in addition to this project.
4. **Key Issues:** Identify key issues of the proposed project and how your proposed scope of work will address these issues in a comprehensive manner.
5. **Timeline:** As part of your proposal a timeline schedule for the project shall be provided.
6. **Experience/References:** Provide a list of similar projects completed within the last three years. Provide a minimum of two samples of the aforementioned work and include photos or images and a brief description of each.
7. **Claims and suits:** Within the last five years, has your organization ever failed to complete any work awarded to it? Has any officer or principal of your organization ever been an

officer or principal of another organization that failed to complete any contract? (If the answer is yes, please attach details including date, contracting agency and reason for failure). Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

8. **Approach/Uniqueness:** Provide a general description of your system and what you believe might distinguish your approach from others that may respond to this RFP.
9. **Scope of Work:** Include your specific Scope of Work based on the Scope of Work outlined within this RFP. Include and clarify all components and optional services. It is essential that the specific Scope of Work addressed in your proposal satisfies the Scope of Work outlined in this RFP. Failure to comply with these requirements may diminish the scoring of your proposal. Your proposal should clearly indicate a full understanding of how the project is implemented and completed in a timely manner.
10. **Preliminary Project Budget:** Provide a budget for all major tasks listed in the scope of work outlined below. Expanded budgets are allowed and encouraged. A subtotal of all labor expended per task of the scope of work shall also be provided. Please also include a summary breakdown for all anticipated reimbursable expenses and provide applicable contingencies. The offeror's budget must demonstrate to the Technical Evaluation Panel (TEP) that the proposed team has an understanding of project requirements. The final contract will include the final negotiated project budget.
11. **Amendments**, if any, attachments J.2.2, J.2.3, and J.2.4 of this solicitation, and Representations and Certifications - Section K with all entries completed. All copies must contain original signatures (dark blue ink) on all documents signed. Be sure that all information is correct and accurate.

L.4.8.2 VOLUME 2, PRICE INFORMATION

- L.4.8.2.1 The offeror shall provide completed pricing sheets from Section-B of this RFP;
- L.4.8.2.1 The offeror shall provide a cost breakout clearly demonstrating how the prices for each Contract Line Item were determined.

L.5 OFFER SUBMISSION DATE AND TIME:

Proposals shall be sealed and submitted delivered not later than 2:00 p.m. on Friday, March 20, 2015 to:

*Tracey Williams
University of the District of Columbia
4200 Connecticut Avenue, NW
Building 39, Room C200
Washington, D.C. 20008*

L.6 WITHDRAWAL OR MODIFICATION OF OFFER:

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

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

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

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

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

L.7.2 Postmarks

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

L.7.3 Late Submissions

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

L.7.4 Late Offer

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

L.7.5 Late Modifications

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

L.8 SUBMISSION OF SUBCONTRACTING PLAN

(To be submitted in accordance with TO requirements)

Each Offeror shall submit a certified subcontracting plan with each RFTOP for approval by the CO. This plan shall meet the requirements described under §§ M.4.2 and M.4.8 of this solicitation. A certified LSDBE prime who plans not to subcontract any portion of the contract work shall still submit such a plan stating so in writing. A Contractor cannot make any changes to its subcontracting plan without prior written approval by the CO. The approved plan will be incorporated into and become part of the TO.

L.9 ERRORS IN OFFER

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

L.10 QUESTIONS ABOUT THE SOLICITATION

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

L.11 FAILURE TO SUBMIT OFFER

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO, Capital Procurement Division, 4200 Connecticut Avenue, NW, Building 38, Suite 38-C04, Washington, DC 20008, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO, of the reason for not submitting an offer in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.12 OFFER PROTESTS

L.12.1 All protests by interested parties shall be filed in writing and submitted to the Chief Contracting Officer (CCO). For protest purposes, an "interested party" means an actual or prospective bidder of offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

L.12.2 A protester shall file the protest within seven (7) working days after the protester knew or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based.

L.12.3 The University shall not consider protests filed after seven (7) working days. The CCO shall issue a written decision on the protest within ten (10) working days after receipt of the protest.

- L.12.4** Each protest filed with the CCO shall identify the solicitation or contract number and shall include the name, address and phone number of the protestor.
- L.12.5** The protestor or representative shall serve the protest on the University by obtaining written and dated receipt from the President or President's designee.
- L.12.6** The University may request additional information in support of the protest.
- L.12.7** When a protest is timely filed with the University prior to an award, the University shall withhold the award of the contract, pending a decision on the protest, unless the President or President's designee overrides the automatic stay.
- L.12.8** If applicable, the University may require bidders or Offerors, before expiration of the time for acceptance of their bid or offer, to extend the time for acceptance to avoid the need for a re-solicitation.
- L.12.9** The protestor may appeal the written decision of the CCO within ten (10) working days after receipt of the written decision to the Contracts Review Committee.
- L.12.10** The Contracts Review Committee shall issue a written decision within thirty (30) calendar days after receipt of the appeal. Any failure of the Contracts Review Committee to issue a written decision with the thirty (30) calendar days shall constitute a denial of the protest and shall authorize the contractor to appeal the protest to the Contract Appeals Board.
- L.12.11** Upon written request of the protestor, an informal hearing may be held at the sole discretion of the Contracts Review Committee.
- L.12.12** Each protestor intending to appeal the Contracts Review Committee's decision shall file an appeal to the District of Columbia Contract Appeals Board (CAB). In order for the CAB to consider the appeal, the protestor shall file the appeal within ten (10) working days after the protestor receives a written decision from the Contracts Review Committee.
- L.12.13** The CAB shall have exclusive jurisdiction to hear and decide protests and appeals from written decisions of the Contracts Review Committee.
- L.12.14** The Contractor shall exhaust all administrative review procedures provided in this Section fully and properly before appealing to the CAB.

L.13 PERFORMANCE AND PAYMENT SECURITY BONDS REQUIRED

Prior to contract award and not later than the date specified by the Contracting officer in the Notice of Intent to Award, the Offeror shall submit to the Contracting Officer the following to support the services required herein:

L.13.1 Performance Bond

The amount of the Performance Security Bond shall be one hundred percent (100%) of the contract original price.

L.13.2 Payment Bond

The amount of the Payment Security Bond shall be fifty percent (50%) of the total amount of the contract price.

L.14 SIGNING OF OFFER:

L.14.1 The Contractor shall sign the offer and print or type its name on the offer form in the attached Offer Form Package. Each offer must show a full business address and telephone number of the Offeror and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the offer. Offer signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.

L.14.2 All correspondence concerning the offer or resulting contract will be mailed to the address shown on the offer in the absence of written instructions from the Offeror or Contractor to the contrary. Any offer submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any offer submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Offerors shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in an offer rejection.

L.15 ACKNOWLEDGMENT OF AMENDMENTS:

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

L.15 ACCEPTANCE PERIOD:

The Offeror agrees that its offer remains valid for a period of 120 calendar days from the closing date. However, if for administrative reasons, the University is unable to make an award within this time period, the CO will request the Contractor to extend the offer for an additional thirty (30) days.

L.16 LEGAL STATUS OF OFFEROR:

L.16.1 Each offer must provide the following information:

L.16.2 Name, Address, Telephone Number, Federal Tax Identification Number and DUNS Number of Offeror;

L.16.3 District of Columbia license, registration or certification, if required by law to obtain such license, registration or certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements;

L.16.4 If the Offeror is a partnership or joint venture, names of general partners or joint ventures and copies of any joint venture or teaming agreements; and

L.16.5 The University reserves the right to request additional information regarding the Offeror's organizational status.

L.17 LOCAL OPERATING FACILITIES:

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

LOCAL ADDRESS

LOCAL TELEPHONE NUMBER/FAX

CELL NUMBER

EMERGENCY NUMBER

EMERGENCY CONTACT PERSON

L.18 TITLE OF CORRESPONDENCE, HAND DELIVERY OR MAILING OF SOLICITATION

All contractual correspondence must be directed to:

*Mary Ann Harris, Chief Contracting Officer
Office of Contracting and Procurement
4200 Connecticut Avenue, NW
Building 39, Room C200
Washington, D.C. 20008*

L.19 OFFER DOCUMENTS:

L.19.1 Persons who obtain solicitation materials from anyone other than the University's official source as specified under Section L.19 are hereby notified that any addenda/amendments issued under this solicitation, and not acknowledged by an Offeror could affect the offer amount and/or responsiveness determinations.

L.19.2 The University assumes no responsibility for furnishing any addenda/ amendments to anyone who obtains solicitation materials through other than the official channels.

L.19.3 Amendments/Addenda to solicitation documents and solicitation material are available from the University website, www.udc.edu.

L.20 EXAMINATION OF OFFER DOCUMENTS AND SITE OF WORK [Applicable to each RFTOP and TO]

L.20.1 Offerors will be held to have:

L.20.1.1 Checked all measurements and visible features which would in any manner affect the work to be performed.

L.20.1.2 Verified conditions at the site.

L.21 STANDARDS OF RESPONSIBILITY

L.21.1 Pursuant to 8 DCMR, 3057.2 (a) through (g), the prospective Contractor shall submit the following documentation, within ten (10) days of the request by the University, in order to be determined responsible:

L.21.1.1 Evidence of financial resources adequate to perform the Contract, or ability to obtain them;

L.21.1.2 Evidence of ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and district business commitments;

L.21.1.3 A satisfactory performance record;

L.21.1.4 A satisfactory record of integrity and business ethics;

L.21.1.5 The necessary organization, experience, accounting and operational controls and technical skills, or the ability to obtain them;

L.21.1.6 Compliance with the applicable District licensing and tax laws and regulations;

L.21.1.7 The necessary production, construction and technical equipment and facilities or the ability to obtain them, and

L.21.1.8 Other qualifications and eligibility criteria necessary to receive an award under the applicable laws and regulations.

L.21.2 If the prospective Contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective Contractor to be non-responsible.

PART V

SECTION M - EVALUATION PREFERENCE POINTS

M.1 EVALUATION FOR AWARD

The contracts will be awarded to multiple responsible Offerors whose offer is most advantageous to the University, based upon the evaluation criteria specified in M.3 below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the University in making an intelligent award decision based upon the evaluation criteria.

M.2 EVALUATION CRITERIA

Proposals will be evaluated based on the following technical and price evaluation factors listed in descending order of importance. The Technical Proposal must include necessary information to enable evaluators to form a concrete conclusion of the Offerors ability to manage and perform the work identified in the solicitation. The evaluation of each Technical Proposal shall measure the ability of the Offeror to effectively manage the design-build project required in this solicitation. Following are the evaluation factors and subfactors:

M.2.1 FACTOR #1 - PAST PERFORMANCE – MAXIMUM 30 POINTS

Offerors are to provide information to demonstrate successful experience as a design-build contractor in the area of urban Aquaponic and hoop houses on at least two (2) similar projects completed within the past five years. Include a past performance evaluation or letter of recommendation for each of the submitted projects within the past five (5) years. Past performance includes current on-going (present) performance.

Subfactor 1. How substantial is the Project Manager and project team's recent experience in projects of comparable size and complexity? (Maximum 15 points)

Subfactor 2. Is the Project Manager and project team knowledgeable in regards to the requirements for design build construction? (Maximum 15 points)

M.2.2 FACTOR #2 – PROFESSIONAL QUALIFICATIONS (Maximum 30 Points)

Description of professional qualifications of firm providing and performing design build construction for the University and or modern educational facilities. Offeror must show experience in managing and performing work as set forth in Section C, "Statement of Work" and discuss the firm's depth of resources available for project support. Offeror shall also discuss special capabilities that the firm has developed that distinguish firm as a leader in the design-build urban Aquaponic systems and hoop houses. This section should also include experience of the team in using web-based Support Services tools and application to interact with clients/District Agencies. Explain how these systems helped the overall project(s) in terms of communications, coordination and efficiency.

Sub factor 1 – Is the project Manager and projects team knowledgeable in regards to the requirements for construction management for the requirement. How substantial is the Project Manager and project team's recent experience in projects of comparable size and complexity? (Maximum 10 points)

Subfactor 2 – Has the Project Manager and project team worked for the University in the past? If so was the work satisfactory to the University and completed on time? (Maximum 10 points).

Subfactor 3 - Does the offeror appear to have the capability to meet the University's schedule and objectives? (Maximum 10 points)

M.2.3 FACTOR #3 – MANAGEMENT APPROACH (MAXIMUM 25 POINTS)

Provide an organizational chart listing company key personnel and their roles and titles. Include education, training, experience and professional affiliation of key personnel. Offeror shall also provide a schedule demonstrating the progressive completion of the work by the due date within this solicitation.

Sub factor 1 – Rate the Offeror's description of its management approach for this project? (Maximum 5 points)

Sub factor 2 –Does the offeror address their approach to project management in regards to quality assurance, cost control and plan for implementation. (Maximum 5 points)

Sub factor 3 - Did the offeror respond to all of the RFP directions and are the materials organized? (Maximum 5 points)

Subfactor 4 - Rate the offerors organizational chart? (Maximum 5 points)

Subfactor 5 – Rate the offeror's schedule for completion of the work.(Maximum 5 points)

M.2.4 VOLUME 2, FACTOR #1 - PRICE PROPOSAL EVALUATION (MAXIMUM 15 POINTS)

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

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times 15 = \text{Evaluated price score}$$

M.2.4.1 Preference Points (12 Points)

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

M.2.4 Total Points

The total points awarded under the solicitation are 112.

M.3. 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.3.1. Application of Preferences

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

- M.3.1.1** 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.3.1.2** 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.3.1.3** 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.3.1.4** 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.3.1.5** 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.3.1.6** 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.3.1.7** 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.3.1.8** 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.3.2 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.3.3 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.3.4 Verification of Offeror's Certification as a Certified Business Enterprise

M.3.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the offeror's certification with DSLBD, and the offeror should not submit with its bid any documentation regarding its certification as a certified business enterprise.

M.3.4.2 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.3.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.