

# UNIVERSITY OF THE DISTRICT COLUMBIA

**Office of Contracts and  
Procurement**

## **BID DOCUMENT**

**INVITATIONS FOR BID  
NO: GF-2011-S-0019 BC**



**Issuance date: November 23, 2010**

**Bid Opening date: December 22, 2010, 2:00PM**

**Submit Bids to:**

**University of the District of Columbia  
4200 Connecticut Avenue, NW  
Building 38 room 301  
Washington, DC 20008  
December 23, 2010 2:00PM**

**PROJECT: Nuclear Magnetic Resonance Spectrometer  
Department of Chemistry and Physics**

**Locations: University of the District of Columbia  
Van Ness Campus  
4200 Connecticut Avenue, N.W.  
Washington, DC 20008**

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

**B.1** The University of the District of Columbia, Office of Contracting and Procurement, on behalf of Department of Chemistry and Physics (the “University”) is seeking a contractor to A 400 or 500 MHz Magnetic Resonance Spectrometer in accordance with specifications and requirements herein.

**B.2** The District contemplates award of a firm fixed price contract.

### **B.3 BID SCHEDULE**

All bids must be based upon specifications in section C.5 “Requirements”. BIDS will only be accepted by persons authorized by the submitting company. All BIDS priced or marked as “NO Bid” must be signed by an authorized company representative and submitted **ONLY** on bid schedules supplied as part of this solicitation. Vendors submitting any other bid documents, except total bid supporting documentation, will be deemed nonresponsive. All Vendors must bid on BID SCHEDULE I. All alternative bid sheets must be signed and submitting a BID or “NO BID” in the Total Price space. The University reserves the right to award based upon vendor completed submissions on BID SCHEDULE I or either of the ALTERNATIVE BID SCHEDULES. All options or accessories must be priced separately in the appropriate space provided and **must not** be a part of the total price. Accessory Price Sheets should be attached and submitted with bid package with each proposed product, however accessory pricing **must not** be included in bid price. BID PRICE MUST REMAIND VALID FOR 60 DAYS.

**BID SCHEDULE I**

**CLIN 001**

<b><u>Quantity</u></b>	<b><u>Description</u></b>	<b><u>Bid Price</u></b>
1	400 MHz Nuclear Magnetic Resonance Spectrometer (As described in section C.5 "Requirements" of this solicitation) I full year Warranty	\$_____

<b><u>CLIN 002</u></b>	Training for Two management persons and two operations persons	<b><u>\$ No Cost</u></b>
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1	OPTIONAL 2 year Warranty <i>DO NOT INCLUDE IN BID PRICE</i>	\$_____
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1	OPTIONAL 3 year Warranty <i>DO NOT INCLUDE IN BID PRICE</i>	\$_____
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Total Bid    \$\_\_\_\_\_

**ATTACH PROPOSED PRODUCT ITEMIZED DESCRIPTION AND PRICING SHEET SUPPORTING TOTAL BID PRICE. VENDORS SUBMITTING BIDS WITHOUT COMPLETE ITEMIZED PRODUCT DESCRIPTION AND PRICING WILL BE DEEMED NONRESPONSIVE. *(Please submit an accessory price sheet for product model submitted. The accessory price sheet is for future reference and must not be included in bid price)***

**ITEMIZED SHEET ATTACHMENT MUST BE MARKED "BID SCHEDULE I ITEMIZATION".**

**Company Name** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Telephone:**        (\_\_\_\_) - \_\_\_\_ - \_\_\_\_\_

**Email Address**        \_\_\_\_\_

**Name and Company Title of Authorized BIDDER**

\_\_\_\_\_  
(PRINT)

**Signature of Authorized Bidder** \_\_\_\_\_ **Date**\_\_\_\_\_

**ALTERNATIVE BID SCHEDULE**

(Vendors not offering alternative bid must write "NO BID" in Total Price space)

**CLIN 1**

<b><u>Quantity</u></b>	<b><u>Description</u></b>	<b><u>Bid Price</u></b>
1	500 MHz Nuclear Magnetic Resonance Spectrometer (As described in section C.5 "Requirements" of this solicitation) I full year Warranty	\$ _____

<b><u>CLIN 002</u></b>	Training for two management person and two operations persons	<b><u>\$ No Cost</u></b>
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1	OPTIONAL 2 year Warranty <i>DO NOT INCLUDE IN BID PRICE</i>	\$ _____
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1	OPTIONAL 3 year Warranty <i>DO NOT INCLUDE IN BID PRICE</i>	\$ _____
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Total Bid    \$ \_\_\_\_\_

**ATTACH PROPOSED PRODUCT ITEMIZED DESCRIPTION AND PRICING SHEET SUPPORTING TOTAL BID PRICE. VENDORS SUBMITTING BIDS WITHOUT COMPLETE ITEMIZED PRODUCT DESCRIPTION AND PRICING WILL BE DEEMED NONRESPONSIVE. *(Please submit an accessory price sheet for product model submitted. The accessory price sheet is for future reference and must not be included in bid price)***

**ITEMIZED SHEET ATTACHMENT MUST BE MARKED "BID SCHEDULE I ITEMIZATION".**

**Company Name** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Telephone:**        (\_\_\_\_) - \_\_\_\_ - \_\_\_\_\_

**Email Address**        \_\_\_\_\_

**Name and Company Title of Authorized BIDDER**

\_\_\_\_\_  
(PRINT)

**Signature of Authorized Bidder** \_\_\_\_\_ **Date** \_\_\_\_\_

## **SECTION C: SPECIFICATIONS/WORK STATEMENT**

### **C.1 SCOPE:**

The University of the District of Columbia, Department of Chemistry and Physics has a need for a dual channel system 400 MHz or higher Nuclear Magnetic Resonance (NMR) Spectrometer with multinuclear and full networking capabilities. Full specification and requirements are described in section C.5 of this solicitation.

### **C.2 APPLICABLE DOCUMENTS**

**This Section Not In Use**

### **C.3 DEFINITIONS**

**This Section Not In Use**

### **C.4 BACKGROUND**

The University of the District of Columbia, Department of Chemistry and Physics contemplates research projects that require support by a nuclear magnetic resonance (NMR) spectrometer. The NMR spectrometer shall be a high field instrument (400 MHz or higher) with multinuclear and full networking capabilities. This dual channel spectrometer shall meet all requirements specified in section C-5 of this document. Access to this instrument will be shared with faculty and students at local campuses of Gallaudet University and Catholic University of America. Thusly, this quote shall include the interface modules and software that allow remote access, along with control consoles/workstations. All software shall be compatible with Windows and Macintosh operating systems. The project requires four remote consoles/workstations (one at each partner campuses and two at the University of the District of Columbia).

### **C.5 REQUIREMENTS**

University of the District of Columbia (UDC) Department of chemistry and Physics requires a 400MHz or higher Nuclear Magnetic Resonance (NMR) spectrometer high field instrument with multinuclear and full networking capabilities.

#### C.5.1. Superconducting Magnet System:

- C.5.1.1 An actively shielded superconducting magnet subsystem with a standard (54 mm) bore with an operation field at 9.39 T (sufficient to resonate  $^1\text{H}$  at a minimum of 400 MHz).
- C.5.1.2 A computer-controlled multiple-gradient shim system for adjusting the homogeneity of the magnet.

- C.5.1.3 A cryostat fitted with a liquid helium (and optional liquid nitrogen) level sensor and boil-off flow meters for both helium and nitrogen gases.
- C.5.1.4 The magnet shall be suspended on a set of pneumatic vibration isolation posts designed to reduce the effects of floor vibrations.
- C.5.15 Cryostat specifications:
  - Helium hold time > 180 days
  - Nitrogen hold time > 14 days

#### C.5.2. Console

Console: The console should handle all aspects related to the locking and shimming of the magnet, generation and handling of RF pulses, and handling and processing of signals. A detailed description should be provided on the capabilities of the instrumentation, including, but not limited to:

- C.5.2.1 Phase switching capabilities, amplitude switching capabilities, frequency switching capabilities, time resolution capabilities, minimum pulse length and minimum delay capabilities.
- C.5.2.2 Capacity of the system to conduct automatic tuning and matching of the probe without need for re-cabling.

#### C.5.3. Broadband Observe room temperature probe:

A single 5 mm high-performance probe that is fully auto-tune- and match-ready, capable of handling efficiently both high (1H-19F) and low frequency (15N-31P)

- Actively shielded Z-axis gradient
- Automatic Tuning and Matching
- Presenting the following minimum signal to noise (S/N) sensitivity specifications:

1H (0.1% EB) 260:1  
13C (10% EB) 180:1  
13C (ASTM) 190:1  
31P (1% TMP) 140:1  
31P (1% TPP) 110:1  
15N (90% form) 20:1

#### C.5.4. Probe Temperature Control Unit:

Computer-controlled variable temperature control unit shall be provided for heating/cooling the sample in the probe; temperature accuracy at least  $\pm 0.1$  °C over the temperature range of at least -100 °C to +100 °C; for temperatures above 0 °C and for maintaining accurate temperatures around ambient, a compressor cooled heat exchanger unit is to be included.

#### C.5.5. Auto sampler

An auto-sampler with a minimum capacity of 12 samples (with actuator and controller) shall be included for automation in NMR routine and research applications; completely software compatible and remotely controlled through networking workstations; Fits all NMR tubes from 1.7 - 10 mm.

#### C.5.6. Workstation Subsystem:

- C.5.6.1 Instrument Controller: Ethernet link between spectrometer's control units (signal generation units, timing control unit, receiver control unit, data acquisition unit, etc.) and host workstation; timing control unit to control overall experiment timing of pulse generation, data acquisition, etc.
- C.5.6.2 Three Host workstations shall be included for research collaboration with other two institutions. Host workstation shall be a computer (Intel Core2 Duo 2.2 GHz processor or better; 2 GB RAM minimum; 500 GB HD minimum; DVD/CD R/W; 24" color display) running a Linux or Windows operating system and connecting to the instrument controller via TCP/IP Ethernet.
- C.5.6.3 The system shall be fully controllable over the Internet from any appropriately equipped and authorized computer running the control software remotely over the network. All routine operations including, but not limited to, probe tuning and matching, experiment set up, data acquisition, and data workup and plotting shall be controllable over the network for remote, unattended operation.

#### C.5.7. Instrument Control Software:

At least three system software licenses shall be included with the original system. System software shall provide for 1D/2D/3D data processing and NMR simulation under WINDOWS /Macintosh operating systems. At least one backup copy of all software shall be provided on CD/DVD ROM. Free software and firmware upgrades shall be provided during the warranty period of the instrumentation.

#### C.5.8. Potential for future upgrades

The NMR spectrometer must be fully compatible (as configured) to allow the future upgrading to a 400 MHz NMR system capable of solid state NMR spectroscopy.

The NMR spectrometer must be fully compatible (as configured) to allow the future upgrading to a 500 or 600 MHz NMR system.

#### C.5.9. Installation

The vendor shall deliver, install and integrate the System at no additional charge. System components will be appropriately matched and integrated to seamlessly operate in a manner that will ensure full functionality and achievement of the stated specifications. System installation and integration will include all labor, materials, components, taxes, customs duties, freight, insurance, installation (including local rigging and initial cryogen filling), integration, training, and fees, including travel and other expenses which are required to ensure a fully functional and operational System on-site at the University. This includes demonstration of performance specifications on-site.

#### C.5.10. Acceptance Testing

The Contractor shall perform the acceptance test for the spectrometer in the presence of the UDC personnel to demonstrate that it meets contract minimum specifications and performs according to original equipment manufacturer (OEM) specifications. All samples used in the acceptance performance tests shall be provided by the Contractor.

#### C.5.11. Training

Adequate initial customer training on-site shall be performed by installation personnel before acceptance of instrument. The Contractor shall instruct at least two personnel on routine maintenance procedures such as cryogen fills, probe changes, magnet shimming, etc.

The successful bidder shall provide management level training and operational training (off-site) for two persons at no cost to the University at Training Institute (travel and accommodations not included). The training shall include a thorough demonstration of all system/solution functions, maintenance, data administration, and basic troubleshooting. The training may be completed at UDC immediately after installation/set-up and on-site acceptance of the instrument, but shall be completed no later than 30 days after delivery

#### C.5.12. Warranty and Service

The contractor shall provide a minimum one-year premium service contract including parts and labor warranty on the System which will incorporate a comprehensive service and maintenance program to ensure that the System remains fully functional and operational. The contractor will respond promptly to University service requests (within 48 hours) to ensure continuous System availability. Field service/maintenance shall be provided by qualified technicians who are trained to install and support NMR systems of the technology utilized by the System described. Warranty shall commence as of the date of System Acceptance by the University. The contractor warrants that the System, including software and any other components, does not and will not abridge or violate any patent right, copyright, or similar claim or property right.

## **SECTION D: PACKAGING AND MARKING**

**Not Applicable**

## **SECTION E: INSPECTION AND ACCEPTANCE**

- E.1** The Contractor shall perform the acceptance test for the spectrometer in the presence of the UDC personnel to demonstrate that it meets contract minimum specifications and performs according to original equipment manufacturer (OEM) specifications. All samples used in the acceptance performance tests shall be provided by the Contractor.

## **SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES**

### **F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of 7 months from date of award specified on the cover page of this contract.

### **F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**Not Applicable**

### **F.3 DELIVERABLES**

The Contractor shall perform the activities required to successfully complete the University's requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

<b>CLIN</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>
001	400MHz NMR Spectrometer System (see section C.5)	1	Installation/Training/Testing	6 months from date of order
002	Training	4	Management and operational	30 days after installation completion

## **SECTION G: CONTRACT ADMINISTRATION**

### **G.1 INVOICE PAYMENT**

- G.1.1** The University will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The University will pay the Contractor on or before the 30<sup>th</sup> 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 agency Chief Financial Officer, Accounts Payable with concurrent copies to the Contract Administrator (CA) specified in Section G.9 below. The address of the CFO is:

University of the District of Columbia  
Office of the Chief Financial Officer  
Accounts Payable  
Building 38 Room 302  
4200 Connecticut Avenue NW  
Washington, DC 20008  
Telephone 1-(202) 274-5488

- 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 (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**

**Not Applicable**

### **G.4 PAYMENT**

20% of total price - initial order and commitment  
30% of total price – after Installation completion at all sites  
20% of total price – after operation test acceptance and completion  
10% of total price - Training completion (including remote site operation and access)  
20% of total price - System Acceptance

### **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

- G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.
- G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

### **G.6 THE QUICK PAYMENT CLAUSE**

#### **G.6.1 Interest Penalties to Contractors**

- G.6.1.1** The University will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 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 3<sup>rd</sup> day after the required payment date for meat or a meat product;
  - b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
  - c) The 15<sup>th</sup> 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 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) The 15<sup>th</sup> 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 University of the District of Columbia only by contracting officers. The contact information for the Contracting Officer is:

Mary Ann Harris  
Office of Contracting and Procurement  
4200 Connecticut Avenue NW Bldg 38  
Washington, DC 20008

## **G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- G.8.1** The CO 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 CO.
- G.8.3** 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.9 CONTRACT ADMINISTRATOR (CA)**

- G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the 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** Review and approve invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the University's payment provisions; and
  - G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.9.2** The address and telephone number of the CA is:

Xueqing Song. UDC: ([xsong@udc.edu](mailto:xsong@udc.edu))  
Department of Chemistry and Physics  
University of the District of Columbia  
Washington, DC 20008  
(202) 274 – 7420

Gallaudet University contact : Paul Sabila ([paul.sabila@gallaudet.edu](mailto:paul.sabila@gallaudet.edu))  
Catholic University contact: Vadim Knyazev ([knyazev@cua.edu](mailto:knyazev@cua.edu))

**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**

**Not Applicable**

### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

**Not Applicable**

### **H.3 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 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 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 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The University will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

**Not Applicable**

#### **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 programs 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](http://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](http://www.ocp.dc.gov).
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
  - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
  - (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
  - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
  - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
  - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
  - (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
  - (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

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

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

## **H.9 SUBCONTRACTING REQUIREMENTS**

### **H.9.1 Mandatory Subcontracting Requirements**

**Not Applicable**

### **H.9.2 Subcontracting Plan**

**Not Applicable**

### **H.9.3 Subcontracting Plan Compliance Reporting.**

**Not Applicable**

### **H.9.4 Enforcement and Penalties for Breach of Subcontracting Plan**

**Not Applicable**

## **H.10 UNIVERSITY RESPONSIBILITIES**

### **H.10.1 The University must provide:**

- a. Locations for equipment installation
- b. Acceptance plan ( all three sites)
- c. (Acceptance Test criterion
- d. Point of Contact for project
- e. Provide necessary power requirements (all three sites)
- f. Name of Trainees

## **H.11 CONTRACTOR RESPONSIBILITIES**

### **H.11.1 The Contractor must provide:**

- a. Provide all equipment and resources necessary for project completion by agreed predetermine acceptance date
- b. Project coordinator/liaison
- c. Training plan

## **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. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

### **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**

The Contractor shall keep all information relating to any employee or customer of the University in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the University and federal laws governing the confidentiality of records.

### **I.4 TIME**

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

### **I.5 RIGHTS IN DATA**

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

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

**I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in

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

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

## RESTRICTED RIGHTS LEGEND

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

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

**I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the University a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the University under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the University under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the University any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

**I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the University's or the Contractor's rights in that subcontractor data or computer software which is required for the University.

**I.5.10** For all computer software furnished to the University with the rights specified in Section I.5.5, the Contractor shall furnish to the University, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the University with the restricted rights specified in Section I.5.6, the University, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the University under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

**I.5.11** The Contractor shall indemnify and save and hold harmless the University, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data

furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

- I.5.12** Nothing contained in this clause shall imply a license to the University under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the University under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the University and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

## **I.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. 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 CO 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 CO. All insurance shall be written with financially responsible companies authorized to do business in the University of 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 CO 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 CO 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 CO 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: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the University, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The University shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

- F. NOTIFICATION. The Contractor shall immediately provide the CO 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 CO.
- 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:

Mary Ann Harris, Director  
Office of Contracting and Procurement  
University of the District of Columbia  
4200 Connecticut Ave NW Bldg 38  
Washington, DC 20008

- H. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District 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.

#### **I.9 EQUAL EMPLOYMENT OPPORTUNITY**

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

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) IFB, as amended
- (6) Purchase Order
- (7) Bid

## **I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

## **I.12 GOVERNING LAW**

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

## **SECTION J: ATTACHMENTS**

The following list of attachments is incorporated into the solicitation by reference. [/](#)

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.udc.edu">www.udc.edu</a> click on "Solicitation Attachments"

## **SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS**

### **K.1 TYPE OF BUSINESS ORGANIZATION**

**K.1.1** The bidder, by checking the applicable line, 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 sub-bidders. (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 (as defined in Paragraph 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) 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 on the bid 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);***
- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
  - (ii) 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 bid a signed statement setting forth in detail the circumstances of the disclosure.

## **K.6 TAX CERTIFICATION**

Each bidder must submit with its bid, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.7.

## **K.7 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.

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## **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 District.
- L.1.2** The University intends to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

### **L.2 PREPARATION AND SUBMISSION OF BIDS**

- L.2.1** Bidders shall submit a signed original and two (2) copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, 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 in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No.GF-2011-S-1019 BC to the address and no later than the time as specified in section L.4"**
- 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**

The original bid package and two (2) copies must be submitted to:

University of the District of Columbia  
4200 Connecticut Avenue, NW  
Building 38 room 301  
Washington, DC 20008

Bids must be submitted no later than 2:00PM local time on December 22, 2010 as specified.

#### **L.5 WITHDRAWAL OR MODIFICATION OF BIDS**

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

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

**L.6.1** Bids, modifications to bids, or requests for withdrawals that are received in the designated 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 (5<sup>th</sup>) 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 District 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 L.4 and on 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 CO. The prospective bidder shall submit questions no later than December 3, 2010. The University will not consider any questions received after that dates. The University will publish the questions and responses on Web site under this Solicitation Number not later than close of Business on December 8, 2010. 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 FAILURE TO SUBMIT BIDS**

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the CO, Mary Ann Harris, Office of Contracting and Procurement, 4200 Connecticut Avenue NW Bldg 38, Washington D.C. 20008, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the CO, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

## **L.11 BID PROTESTS**

Any actual or prospective bidder or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14<sup>th</sup> Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

## **L.12 SIGNING OF BIDS**

**L.12.1** 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.12.2** 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.13 ACKNOWLEDGMENT OF AMENDMENTS**

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

## **L.14 BIDS WITH OPTION YEARS**

**Not Applicable**

## **L.15 LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

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

## **L.16 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.17 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

Mary Ann Harris, Director  
Office of Contracting and Procurement  
University of the District of Columbia  
4200 Connecticut Ave NW Bldg 38  
Washington, DC 20008

## **L.18 GENERAL STANDARDS OF RESPONSIBILITY**

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

- L.18.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

- L.18.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.18.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.18.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.18.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.18.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.18.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.18.8** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

## **L.19 SPECIAL STANDARDS OF RESPONSIBILITY**

**Not Applicable**

## **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.