

GOVERNMENT OF THE DISTRICT OF COLUMBIA



REQUEST FOR PROPOSAL NO.: GF-2013-R-0062

AGENCY: University of the District of Columbia

PROJECT: Design Build Services for “Architectural Program Consolidation  
Level 2, Building 32”

LOCATION: 4200 Connecticut Avenue, NW  
Washington, DC 20008

**PART I**

**SECTION B: SCHEDULE FOR CONSTRUCTION, ALTERATIONS, REPAIRS PRICE**

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

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

**B.3 Preferences for Local Business, Disadvantaged Business, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices located in an Enterprise Zone**

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

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

**B.5** The University contemplates award of a firm fixed-price contract. The estimated price range for this requirement is between \$500,000.00 - \$700,000.00

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

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

**Phase 1 (Pre-Construction)**

Design Fee \$ \_\_\_\_\_

Design-Builder Fee (profit and overhead) \$ \_\_\_\_\_

Design-Builder General Conditions \$ \_\_\_\_\_

**Total** \$ \_\_\_\_\_

**Phase II Construction (Target GMP)**

Construction Cost \$ \_\_\_\_\_ to \$ \_\_\_\_\_

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

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

### **C.1 INTRODUCTION:**

The University of the District of Columbia (“UDC”; the “University”) as part of the University of the District of Columbia System (the “System”) is an urban land grant institution that is located in the northwest community of Washington, DC. It is an urban campus with a unique architecture and infrastructure that is showing signs of aging. Therefore, the University is ready to embark upon an extensive modernization exercise to revamp the institution’s built environment and infrastructure through creative methods, design, and construction exercises. This is one of the many ways (collaborating with academic initiative) to renew the University’s role as a most unique institution in the Washington, DC metropolitan area.

### **C.2 EXISTING CONDITIONS:**

Level 2 of Building 32 contains approximately 4,500 of office space and lab space. The space was originally constructed in the 1970s and has not been substantially renovated since that time. The building exterior, including windows and walls, are in good condition, as are the existing stairs and restrooms. Changes to these components are not included in this contract. The existing interior walls are for the most part constructed of Gypsum Wall Board (GWB) on metal studs, with a suspended acoustical tile ceiling and overhead light fixtures above. Floors are carpeted or finished with vinyl tile. The space is equipped with a fully functional, Heating Ventilation & Air Conditioning (HVAC) system, provided by air handling units located outside the space to be renovated. The space is provided with a complete electrical distribution system, also fed from a network located outside the renovated space. The space is provided with a complete fire alarm system, but an automatic fire suppression system is not. The floor includes access panels for a Walker Duct system. This system is being abandoned and access panels need to be treated to provide a seamless level surface before applying the scheduled floor finish.

### **C.3 SCOPE OF THE PROJECT:**

The Design Build team will be required to create functioning office spaces within the existing floor area based on the Architectural Studio Program Requirements and the ASC 1&2 Drawings). Such work may include but is not limited to the following:

- (i) Complete demolition of existing office space, including partitions; floor materials; ceiling systems and lighting; HVAC ductwork, floor-mounted and wall-mounted fin tube convectors, and controls; electrical distribution systems; abandoned cabling, abandoned security systems and fire protection systems. It is the Contractor’s responsibility to identify all wiring, cabling, conduits, ductwork and other active utilities servicing other spaces to ensure no interruptions to service.
- (ii) Repair and protect the existing exterior walls and windows, including wood handrails. Provide manual roller shades on all exterior windows. Patch and paint as required. All walls, trim, etc. to remain shall be painted or otherwise brought to looking new condition as appropriate.
- (iii) Replace the entry wall with a new glass entrance. Provide new decal signage as approved by the University.
- (iv) Construct new low partitions and provide new floor and wall finishes.
- (v) Provide new ceiling systems and lighting fixtures.
- (vi) Provide new air conditioning and heating to create comfortable interior spaces. HVAC systems shall include Direct Digital Control Energy Management System (DDC) controls

compatible with the DDC system being installed in other locations on the campus but with local controls with the ability to be tied in to the BAS at a later date.

- (vii) Provide new electrical distribution system and outlets.
- (viii) Provide systems type student workstations similar to those shown in the “Workstation BOD” (basis of design) photo (Attachment J.1.6).
- (ix) Provide new complete data system cabling and devices, include wireless access points as needed.

### **C.3.1 Gerontology:**

Renovate and re-purpose the current Gerontology suite. Gerontology will be relocated to available space on the "C" Level of Building #32. Once Gerontology has been relocated, the existing improvements in the current Gerontology Suite will be demolished along with the current classrooms and electrical lab along the north side of the corridor as defined in the attached Architectural Studio Concept Drawings (ASC-1&2 Drawings) ASC-1&2 Drawings are provided for conceptual reference only. (See Section C.3.2, titled “High Voltage Electrical Lab” below for more information).

Assess equipment requirements and any required improvement needed for the relocation of Gerontology equipment to include electrical circuits/receptacles, separate telephone and data cabling and terminations as required, supporting all equipment and workstations in the relocation space on C level Building 32.

The Contractor shall relocate all existing university assets intended for reuse in the reconfigured space on C level of building 32 to a location within the Van Ness Campus. Location is to be determined. Any equipment not intended for reuse or stored for later use is to be removed from the premises and disposed of in a manner consistent with all local and environmental codes and/or requirements.

### **C.3.2 High Voltage Electrical Lab:**

All Offerors’ proposals shall include two (2) pricing options for the existing High Voltage Electrical Lab.

#### **C.3.2.1 Option One:**

Complete demolition of all equipment associated directly or indirectly with the lab equipment. All equipment at the university’s option shall either be placed in storage on the Van Ness campus, at a storage location to be determined, or removed from campus and disposed of in a manner consistent with all local and environmental codes and/or requirements.

#### **C.3.2.2 Option Two:**

Relocation of all equipment in its entirety to C-Level of Building 32 to include installation of all required equipment to recreate a fully functional Lab meeting all current code requirements.

### **C.3.3 Stairwell Transformer:**

The transformer located in stairwell 3 building 32 on level 2 shall be identified as to its function, and relocated as necessary to provide compliance with applicable building, electrical, and fire codes.

### **C.3.3.1 Architectural Program Studio Requirements:**

1. The new studio spaces shall include but are not limited to the following:
  - a. New suspended ceiling system to match university standards,
  - b. All new in ceiling lighting fixtures to match university standards,
  - c. Accreditation required "open design" environment should be created using store front type glass wall system also shown in the attached ASC-2 drawing,
  - d. Student workstations shall be created using low wall systems type furniture and shall be hard wired for power, data and task lighting for each unit,
  - e. The Design Build Team (DB Team) will be required to provide temporary studio workstations in the event new systems furniture availability/lead time extends beyond required beneficial occupancy date,
  - f. The DB Team shall survey surplus VAVs located on campus for use in the new mechanical design configuration. All control components are to be native BACnet compatible and connection ready for seamless integration into the university's energy management system.
2. All renovated areas shall include new interior finishes (floors, ceilings, walls, lighting, etc.) as specified by the university,
3. The architect shall assess the current condition and performance of the existing mechanical systems and ductwork in all renovated areas, and shall include in the design any upgrades or modifications as necessary to achieve optimal comfort levels for tenant occupancy. The architect shall include any necessary power/electrical upgrades in the design.
2. All renovated areas must comply with the current standards of the Americans with Disabilities Act (ADA).
3. All studio areas shall be designed to accommodate systems furniture workstations in a manner as to avoid the use of vertical power poles,
4. All renovated areas shall be labeled and identified with accurate room numbering per the specifications of the university. The architect shall provide a design for labeling and signage templates.

### **C.3.3.2 Security:**

In addition to the measures implied by the scope of work, security measures are to be included in the design and coordinated in tandem with the with the University's Office of Public Safety's integrated Security Management Specifications. All studio entrance doors will also be provided with appropriate security hardware. Confirm other security requirements with the University during the design period.

## **C.4 DESIGN OBJECTIVES:**

The University in response to required programmatic changes to the Architectural Degree Program by the accrediting body is in need of a fast track renovation, relocation and consolidation of the Architectural Program Studios to be located on Level 2 of Building #32 on the Van Ness campus. The design shall include but is not limited to the following: demolition of all existing improvements within the approximately forty five hundred square foot (4,500SF) space along the north side of corridor currently configured for Gerontology, a high voltage electrical lab and 3 underutilized classrooms. Provide a new design for four (4) design studios and space permitting one (1) additional room for use as a materials resource room or model shop. The Studio design shall conform to the required open studio environment. Each studio shall accommodate at maximum fifteen (15) student workstations. The

University is seeking an expedited design build solution to achieve these objectives as additionally described in the below scope. The design/Build team will be required to conduct stakeholder meetings immediately following NTP and proceed with the permitting, demolition and construction with the objective to provide the University with beneficial occupancy on or before Thursday, January 10, 2013.

### **C.5 DESIGN SCOPE OF WORK:**

The AE consultants shall have **ten (10) calendar days** from the Notice to Proceed (NTP) date set forth by the contracting official to complete the design scope of work identified herein, and to provide a complete set of construction documents for permitting. It is the DB Team’s responsibility to define a schedule of tasks (i.e. permitting, demolition, construction) that meets the project goals and delivery date. The following services are required in addition to design development and construction documentation.

1. Requirements Gathering. The consultant shall within five (5) calendar days from design NTP meet with the appropriate representatives from the university to gather requirements and specific design objectives to develop a program of requirements.
2. Title 1 Services. The consultant shall be responsible for reviewing all existing structural, mechanical, plumbing, electrical, & architectural drawings and specifications for accuracy and detailed coordination. Any available drawings furnished for use during this project of the existing site may or may not correctly indicate the existing conditions. The consultant shall visit the site and be responsible for performing field investigations and verifications of drawings and documents furnished by the University. The consultant shall assess all existing conditions of the site locations and verify dimensions, structural system integrity, and the adequacy of all MEP systems.
3. The consultant shall coordinate with all appropriate regulatory agencies and to ensure compliance with regulatory requirements, and shall be responsible for obtaining all necessary permits including an initial demolition permit as necessary to meet the project completion deadline. All applicable regulatory fees shall be paid by the consultant as a reimbursable expense.
4. The consultant shall be responsible for capturing Memoranda for the Record (meeting minutes) of all meetings. Meeting minutes shall be submitted to the University within one (2) calendar day from the date of the meeting.
5. The consultant shall make two (2) submissions as follows: 35% submission; and 100 % submission. All submissions are subject to review by the University.
6. The consultant shall facilitate one (1) design review meeting to present design ideas and options for review by the university as part of the 35% submission within five (5) days from the date of the requirements gathering meeting. The design review meeting shall include material data sheets and samples if available for review and approval by the university. All review comments shall be incorporated into the 100% design submission.
7. The consultant shall submit 100% design documents labeled, Permit Set, as follows: Three (3) full size set of construction documents; Three (3) half size set; two (2) CD ROM/DVD discs. All submissions, intervals and final, shall be professionally bound and finished.

### **C.6 GENERAL REQUIREMENTS:**

This Statement of Work is organized according to the following breakdown of the project into major stages and phases:

- Design Stage

- Design Concept Phase
- Design Development Phase (Design Intent Drawings)
- Construction Stage
  - Construction Documents Phase
  - Construction Delivery Phase
- Closeout Stage
- Tenant Occupancy Stage

The requirements set forth in this section apply to all stages and phases of the project as described in the Scope of Services section below.

The specific activities, tasks, and deliverables required of the Contractor are further delineated in this Statement of Work.

**C.6.1 Professional Ethics and Standards of Practice:**

In the conduct of all activities required for or otherwise related to the performance of the contract work, the Contractor shall conform to and uphold all established ethical principles and professional standards of practice governing the Contractor segment of the construction industry, including the International Union of Architects (UIA) Accord on Recommended International Standards of Professionalism in Architectural Practice, the American Council of Engineering Companies (ACEC) Ethical Guidelines, and the tenets of professional ethics contained in the Design-Build Institute of America (DBIA) Design-Build Manual of Practice.

**C.6.2 Project Delivery Team Roles and Responsibilities:**

In the performance of the requirements of this contract, the Contractor shall work in concert with other parties on the Project Delivery Team. The Project Delivery Team will include other Contractors, the University personnel, departmental representatives, and other stakeholders. University will develop, periodically update, and maintain throughout the course of the project, a listing of the Project Delivery Team membership and respective roles and responsibilities. The University may engage other parties to perform specialized duties and requirements as appropriate for the project.

**C.6.3 Physical Security:**

Refer to the UDC Integrated Security Management Specification, which defines the Physical Security requirements in more detail.

**C.6.4 Accessibility:**

This project is to be designed to afford full accessibility by disabled persons without having to add separate or special facilities except where specific exclusions from this requirement are provided in applicable standards and criteria documents.

**C.6.4.1** The Architectural Barriers Act Accessibility Standard (ABAAS) is mandatory for all UDC projects. The Contractor is responsible for identifying any other local accessibility requirements. If local requirements have been established, the most stringent requirements will prevail between local requirements and the ABAAS.

**C.6.5 Value Engineering (VE):**

The DB Contractor shall participate in Value Engineering.



**C.6.6 Utility Coordination:**

The Contractor will conduct preliminary investigations as necessary to confirm availability of building utilities and will include resulting building utility information in the final concept design narrative. The Contractor shall assist the University in coordinating with local utility companies as necessary to accommodate the needs of the facility, including availability, connections, capacity, approvals, and other requirements.

Before beginning construction, the Contractor shall verify, through inspection and testing, the location, elevation, capacity and condition of all utilities, including electric, gas, telephone, domestic water, sanitary/storm sewers, etc.

**C.7 PROJECT PROGRESS MEETINGS/PRESENTATIONS:**

During the Design Development and Construction Documents Phases, the BDB Contractor shall host project progress meetings, and/or presentations, with UDC and departmental group heads as required to keep all parties apprised of the design progress/status and impending activities. These meetings may coincide with meetings/presentations required below under the Scope of Services. The BDB Contractor shall also host special project technical meetings as needed involving Project Delivery Team technical disciplines.

After construction begins, the Contractor shall conduct, and the University shall attend, weekly progress meeting. The Contractor shall also conduct construction oversight meetings with representatives from UDC and the Project Delivery Team on a monthly basis.

**C.8 DESIGN QUALITY ASSURANCE:**

The University requires that the Contractor design submissions and construction documents submissions undergo two general types of design review: Owner's review and Codes and Standards review. The University staff and customer agencies will conduct reviews of all Contractor design submissions and construction documents submissions. The University may also conduct independent quality assurance/quality control reviews of some the Contractor design submissions. These reviews will focus primarily on Owner's review, but may also address codes and standards issues. In addition to the University reviews, the following design quality assurance services will be performed during the Design Stage and the Construction Documents Phase as further indicated under the Scope of Services below.

**C.9 OWNER'S REVIEW:**

The University will perform Owner's Reviews and provide thorough and detailed written review comments. The purpose is to ensure that established functional, aesthetic and spatial requirements of the project are satisfied.

UDC will conduct Owner's reviews to assure that:

- The design is responsive to UDC program goals, objectives and priorities.
- The completed facility can be efficiently operated and maintained.
- The design adequately and efficiently accommodates the space program.

**C.10 CODES AND STANDARDS REVIEW:**

The University will perform Codes and Standards reviews and provide thorough and detailed written review comments. The purpose is to ensure that the proposed design complies with applicable regulations, codes, and standards referenced in the standards and criteria documents listed above under performance objectives.

**C.11 CONSTRUCTABILITY:**

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

- The level of design complexity is consistent with the project's schedule and budget constraints.
- Materials, processes, equipment and labor are appropriate and available.
- Construction work required is in conformance with standard construction practices, and equipment, products, materials, fixtures, etc. are readily available in the marketplace, to the maximum extent possible.
- Building systems are compatible and viable.
- Drawings and specifications are complete and thoroughly coordinated among disciplines.
- Defects, omissions, inconsistencies, conflicts, and ambiguities in documents are identified.
- Drawings are coordinated for multiple construction phases, if applicable.
- Site and building access, logistics, available storage and tenant occupancy requirements are accommodated. THIS IS A PARTICULARLY IMPORTANT ISSUE DUE TO LIMITED AVAILABLE SITE AREA AND ELEVATOR ACCESS.
- Existing conditions are shown correctly and adequately.
- Construction options and unit prices are logical, thoroughly described and understandable.
- Construction details are appropriate, complete, thoroughly described and workable.
- General requirements items are thorough and properly addressed.
- Construction duration, phasing, and subcontracting plans are reasonable and logical.

**C.12 DESIGN REVIEW PROCEDURES:**

The University will coordinate all design reviews, conduct owner's and codes and standards reviews, and prepare design review reports. For the Contractor revised design concept submission and each subsequent submission from the Contractor, the University will coordinate with the reviewing parties as necessary to reconcile any conflicting comments and consolidate all reconciled design review comments into a single design review report.

Prior to the first scheduled design review, the University will prepare a procedure for conducting all design reviews required under this contract. The procedure will include a list of participants, the responsibilities of participants, the physical location of design reviews, and a detailed schedule of review activities consistent with the review and response times specified below:

- All reviewing parties are required to return comments no later than seven (7) calendar days prior to the end of the corresponding review period shown in the Design Stage Submission, Review, and the Contractor Fixed Price Table.
- The University will prepare and submit the design review report within seven (7) calendar days after comment due date.
- The Contractor is required to respond in writing to the design review comments within fourteen (14) calendar days after receipt of the design review report.

**C.13 ELECTRONIC/PRINT MEDIA:**

**C.13.1 Computer Aided Design (CAD) Standards:**

Starting with the design development submission, all drawing materials provided by the Contractor, including final as-built drawings, must conform to the AIA computer aided design (CAD) standards.

**C.13.2 Other Electronic Documents:**

In addition to any hardcopy submission requirements, all design submissions must also be submitted in an electronic format. All electronic media must be in a form readable by standard office automation applications.

**C.14 RECORD KEEPING:**

The Contractor is responsible for preparing correspondence and other documentation and maintaining accurate and detailed records of the project's progress during each phase. The Contractor is also responsible to maintain records so as to facilitate document storage and retrieval. Construction Submittal and RFI Processing

The University is responsible to manage and document the processing of the Contractor submittals and requests for information (RFI's).

Construction general requirements are included in the performance specification provided. Additional Construction Stage requirements are provided in the Construction Stage section of the Scope of Services.

**C.15 DD SYSTEMS SELECTIONS ANALYSIS MEETINGS:**

Conduct/facilitate meetings with stakeholders, as required, to further define alternatives and required analysis for major/critical building systems and components. This effort may be conducted in association with the DD Program Review Workshop described above.

**C.15.1 DD Analyses and Calculations:**

Conduct analysis and supporting documentation for systems selections/optimizations.

**C.15.2 DD Interdisciplinary Coordination Review Meeting:**

Prior to the DD submission, conduct an interdisciplinary Project Delivery Team review meeting.

**C.16 SPACE PLANNING-DESIGN INTENT DRAWINGS (DID):**

This section describes requirements for refining the space program provided by the University and developing space layouts (all non-core/shell areas) after departmental review and confirmation of their space requirements. The DID stage consist of two (2) successive submissions: wall layouts (Preliminary Space Plan), and the Pre-Final Space Plan.

**C.17 WALL LAYOUTS (PRELIMINARY SPACE PLAN):**

Based on the final space program; develop a fully dimensioned preliminary space plan showing the following:

- Wall thicknesses

- Location of all electrical, telecommunication, and data outlets
- Location of all special equipment and furniture
- Systems furniture layouts
- Doors and swings
- Keying hierarchy
- Area per work unit in square feet to the inside of wall surface

**C.18 FINAL SPACE PLAN:**

Present the preliminary space plan to the University and the departmental representatives, obtain written comments, and incorporate changes as appropriate. After the University's approval, prepare and submit seven (7) bound copies of the final space plan. Include with this submission a written report itemizing changes responding to each written comment.

**C.19 CONSTRUCTION WORK SEQUENCE PLANNING:**

In coordination with the University, develop, maintain and update a construction work sequence plan addressing:

- Construction phasing approach
- Use of any fast tracking to achieve best value
- Schedules for award of subcontract construction packages, including procurement cycles, submittal approvals, construction delivery, and testing/commissioning
- Possible labor and/or material shortages
- Ordering of long-lead delivery materials

**C.20 DD (35% DESIGN) SUBMISSION:**

Provide a DD submission in accordance with the following requirements:

Provide draft construction specifications, including Division 1 General Requirements for Contractor self-performed work and subcontracts, emphasizing project phasing, Contractor requirements and preliminary project-specific construction management issues. Coordinate Division 1 requirements with the University.

Provide a cost estimate reconciliation report.

**C.20.1 DD Reviews:**

Assist the University in reconciling DD review comments, and provide written responses to all comments.

**C.20.2 DD VE Workshop:**

Participate in a one-day DD VE workshop. Provide responses to the University, either recommending acceptance or presenting rationale for rejection of VE proposals. Incorporate accepted VE proposals in the in-progress CD submissions.

**C.21 CONSTRUCTION STAGE:**

Upon receipt of notice to proceed for the Construction Stage work, the Contractor shall perform all services described in this section as a part of the Construction Stage work.

This section applies to the entire project scope as described in Section 1.

**C.21.1 Construction Documents (CD) Phase:**

**C.21.1.2 Baseline Construction Budget Cost Breakdowns:**

Before beginning work on the construction documents, provide an updated construction work allocation plan with corresponding budget breakdown, a uniformat level 3 budget breakdown, and supporting cost estimates, all as described under the General Requirements, Cost Management section above. Perform cost estimate reconciliation and prepare and submit a cost estimating reconciliation report. Coordinate with UDC as necessary to reach agreement on both budget breakdowns.

**C.21.2 CD Coordination**

**C.21.2.1 CD Program Review Workshop:**

Conduct a program review workshop prior to start of CD.

**C.21.2.2 CD Program Review Meetings:**

Prior to the start of CD, conduct program review meetings. This effort may be conducted in association with the CD Program Review Workshop described above.

**C.22 CONSTRUCTION WORK SEQUENCING AND COORDINATION PLAN:**

Based on the updated construction work allocation plan, prepare and submit a detailed breakdown of the planned construction work sequencing, timing, and required coordination among the Contractor and the subcontractors. Provide a corresponding schedule of planned in-progress and final CD submissions for the self-performed work and all subcontract work packages. Update the construction work sequencing plan and submission schedule periodically throughout the CD Phase.

**C.23 CD COORDINATION (SPECIAL TASKS):**

Conduct a CD Phase coordination meeting to address special UDC requirements, such as:

Identify all manufacturer recommended operating, maintenance and cleaning practices for major features, systems and equipment. Coordinate with the University property management officials to define specification requirements for service agreements, warranties, and turnover-related training, if any.

Determine and verify the University’s audio-visual and security systems needs, equipment performance and related costs.

Address integration of safety/security/building automation systems and controls, both internal and external (remote) to the building.

Address and coordinate Construction Delivery Phase operational security requirements in the construction specifications.

Coordinate contract requirements for providing and installing electronic security systems (e.g., access control, CCTV, etc.), addressing space, equipment and services.

Coordinate with UDC to develop specific security construction requirements.

Develop and include in the construction specifications, a list of all the University-furnished property.

Coordinate roles and responsibilities for providing backbone telecommunications system, equipment and services.

Coordinate roles and responsibilities for providing and installing terminal telephone/computer devices (floor/wall plugs and jacks).

Define project related telecommunications work within the construction specifications,.

Identify pathway enclosure requirements for telecommunications services.

Ensure that construction mobilization issues such as site access, staging, trailers, perimeter security, street closures, permits, etc., are addressed in the construction specifications.

**C.24 IN-PROCESS CD INTERDISCIPLINARY COORDINATION REVIEW MEETING:**

Prior to the first in-progress CD submission, conduct an interdisciplinary Project Delivery Team review meeting.

**C.24.1 In-Progress CD (65% Design) Submissions:**

For all construction work to be self performed and for each planned construction subcontract work package, prepare and submit separate in-progress CD submissions. The submissions shall consist of plans, specifications, cost estimates, and related design narratives, including calculations.

For all construction work to be self- performed and for each planned construction subcontract work package, provide an in-progress construction specification, including Division 1 General Requirements sections emphasizing project phasing, Contractor requirements and preliminary project-specific construction management issues. Coordinate Division 1 requirements with UDC.

Prepare and submit an overall space reconciliation report comparing the space provided to the space program in the smallest space unit possible at this level of completion of design.

**C.25 IN-PROCESS CD REVIEWS:**

Assist the University in reconciling review comments and provide written responses to all comments.

**C.26 FINAL SPACE PLAN UPDATE/CONFIRMATION:**

Prior to each pre-final CD submission establishing final workstation locations and partitioning of interior space, review the final space plan with the University and the departmental unit heads to update and confirm the space layouts. This effort is limited to minor adjustments in the number and configuration of work stations within agency organizational units.

**C.27 PRE-FINAL CD COORDINATION:**

Prior to the first pre-final CD submission, conduct an interdisciplinary Project Delivery Team review meeting.

**C.28 PRE-FINAL CD (90% DESIGN) SUBMISSIONS:**

For all construction work to be self-performed and for each planned construction subcontract work package, prepare and submit separate pre-final CD submissions. The submission shall consist of plans, specifications, cost estimates, and related design narratives, including calculations.

For all construction work to be self-performed and for each planned construction subcontract work package, provide a pre-final construction specification, including Division 1 General Requirements sections emphasizing project phasing, Contractor requirements and project-specific contracting issues. Coordinate Division 1 requirements with the University. Include contract specifications for submittal requirements, testing, adjusting and balancing specifications, training requirements and operations and

maintenance (O&M) and systems manual requirements. Include any requirements for commissioning of critical features and equipment.

For each pre-final CD submission establishing final workstation locations and partitioning of interior space, prepare and submit a final overall space reconciliation report comparing the space provided to the space program in the smallest space unit possible at this level of completion of design.

**C.29 PRE-FINAL CD REVIEWS:**

Assist the University in reconciling review comments, and provide written responses to all comments.

**C.30 FINAL CD (100% DESIGN) SUBMISSIONS:**

For all construction work to be self- performed and for each planned construction subcontract work package, prepare and submit separate final CD submissions. The submission must consist of plans, specifications, cost estimates, and design narratives, including calculations.

For all construction work to be self-performed and for each planned construction subcontract work package, provide a final construction specification, including Division 1 General Requirements sections emphasizing project phasing, Contractor requirements and project-specific construction management issues.

**C.30.1 Construction Delivery Phase:**

**C.30.1.2 Construction Start Coordination:**

**C.30.1.2.1 Pre-Construction Conference:**

Participate in the pre-construction meeting.

**C.30.2 Partnering:**

Participate in a partnering session with all stakeholders.

Participate in two (2) follow-up partnering sessions with all stakeholders, at two (2) intervals during construction.

**C.31 CONSTRUCTION ADMINISTRATION:**

**C.31.1 University Construction Site Office:**

Maintain the University's construction site office with utilities and furnishings as required under Division 1 of the performance specification.

The Contractor shall provide UDC one licensed set of the construction schedule software in use for detailed CPM scheduling.

**C.32 SCHEDULE OF VALUES:**

Prepare and submit the schedule of values for the University's approval, as required.

**C.33 RESERVED:**

**C.34 INSPECTIONS AND TESTING:**

Develop and provide an overall field inspections and testing plan (e.g., concrete strengths, HVAC performance, etc.).

Conduct inspections and tests as required by the construction specifications.

Coordinate with local municipal officials for inspections (where required).

Conduct construction safety (OSHA) inspections as required.

**C.35 TURN OVER PROCESS:**

**C.35.1 Substantial Completion:**

Prior to substantial completion, assist the University in conducting a pre-final walk-through for departmental unit heads.

**C.35.2 Punch-List:**

After the University certification that the work or each designated portion thereof is substantially complete, assist the University in conducting a final inspection and preparing a punch-list documenting remaining work.

Participate with the University in conducting follow-up inspections to administer resolution of punch-list items, involving other stakeholders as appropriate.

**C.35.3 Operation and Maintenance (O&M) Manuals Submittal:**

Prepare and submit complete and properly organized O&M manuals as required in Performance Specification and the final construction specifications. Provide both hardcopy and electronic format documents in the submission.

**C.35.4 Warranties, Guarantees and Certificates:**

Prepare and submit warranties, guarantees, and certificates, ensuring that the University's rights and responsibilities are clearly defined.

**C.35.5 Material Samples, Attic Stock and Spare Parts:**

As a condition for UDC certification of substantial completion, provide an inventory list of all attic stock items to be turned over to the University at close-out.

**C.35.6 Preparation for Occupancy:**

Coordinate the planning and scheduling of property management training with the University UDC property management staff, allowing sufficient lead time for UDC to prepare for the training and to ensure that the appropriate personnel will be available.

Conduct training of operating staff in optimal operation and maintenance of the delivered facility. The training shall be conducted on-site in the completed and fully operational facility using the actual equipment in place.

Include any available and suitable video material from manufacturers and suppliers in the training sessions.



Perform digital video recording of all training sessions. Edit and consolidate all video materials into a set of training videos suitable for use in training and retraining property management staff. Incorporate any manufacturer/supplier video material used in the training sessions. Submit the training video set for approval by the University.

Prepare list(s) of equipment inventory and room numbering to match the data structure of the University's management system.

Participate with the University in conducting an inspection and walk-through with local emergency responders (fire/police).

Assist the University in transferring control of the facility to the property manager, including keys and security/access control responsibility.

### **C.36 CLOSE OUT STAGE:**

#### **C.36.2 Contract Closeout:**

Resolve all remaining punch-list items.

Submit release of claims.

### **C.37 DELAYS:**

Delays in schedule due to the Contractor caused delays, as determined by the University, such as failure to provide timely and acceptable submissions, shall not warrant an extension of the contract performance time. In the event of a Contractor-caused delay, the Contractor shall be responsible for taking all necessary actions to ensure that succeeding contract stages, phases, and submissions remain on schedule. In such event, the Contractor shall submit for the University's approval a plan for getting back on schedule and a revised progress payment schedule.

### **C.38 TRAVEL:**

Unless otherwise indicated in the Scope of Services sections, the Contractor is responsible for travel costs to support the requirements contained in this Statement of Work, including all progress meetings, workshops, reviews, and site visits. The Contractor shall assume all travel will be within the vicinity of the project site except as specifically indicated otherwise in the Scope of Services section.

### **C.39 REPRODUCTION AND DELIVERY:**

Printing, reproduction and delivery costs necessary for execution of this contract are included the contract price.

### **C.40 DESIGN SERVICES:**

The Contractor will be required to engage the services of such design professionals as are necessary to complete the design and permitting of this project.

### **C.41 MANAGEMENT SERVICES:**

In order to properly manage the Project, the Contractor shall be required to undertake the following tasks:

- Coordinate Project/Planning meetings;
- Provide and maintain a fully equipped office on-site to perform all required Contractor duties;

- Maintain full-time, on-site construction supervision and provide daily inspections, quality control, monitoring, and coordination of various trades, record drawings, and daily work log.
- Conduct weekly progress meetings following a BDB Contractor-generated agenda with UDC's Program Manager and all trades;
- Provide general safety and signage and posting for the project and see that each subcontractor prepares and submits adequate safety program and monitoring throughout the project.
- Provide a written monthly report that includes (i) an updated project schedule analysis, (ii) an updated cost report, and (iii) a monthly review of anticipated invoicing.
- Manage the change order process with the trade subcontractors to verify validity, purpose, and cost.
- Prepare payment requests, verify accuracy and forward for approval and payment.
- Assemble close-out documents as required.
- Provide assistance to UDC through any applicable warranty periods.

**C.42 SITE SAFETY AND CLEAN-UP:**

**C.42.1** The Contractor will be required to provide a safe and efficient site. A controlled means of access shall be required.

**C.42.2** The Contractor shall be required to provide wheel washing stations on site as necessary so as to prevent the accumulation of debris and other refuse on the streets surrounding the project site.

**C.42.3** The Contractor shall be responsible for site security and shall be required to provide such watchmen as are necessary to protect the site from unwanted intrusion.

**C.42.4** The Contractor may use power from the University but shall be responsible for the cost of temporary power installation and maintenance during the construction of the Project.

**C.43 CLOSE-OUT & FF&E:**

**C.43.1** The Contractor shall be responsible for purchasing and providing all equipment with the exception of furniture, telephones and computers. A detailed list of the requirements will be developed.

**C.43.2** The Contractor shall be required to prepare and submit at close-out a complete set of product manuals, warranties, etc. The Contractor shall also provide with a complete set of its Project files, including, but not limited to, shop drawings, etc. at close out.

**C.44 MOVE-IN PERIOD:**

The renovation work shall be substantially complete no later than January 10, 2013. Punchlist and other non-disruptive work may continue after that date provided it is completed within thirty (30) days of substantial completion. In addition, the GMP will include an allowance of \$100,000 for work initiated at the request of the University. If any of these funds remain unused at the end of the project, they shall be credited back to the University.

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

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

**PART I**

**SECTION E: INSPECTION AND ACCEPTANCE**

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

## PART I

### SECTION F - DELIVERIES OR PERFORMANCE

**F.1 CONTRACT TYPE:**

The University contemplates award of an Agreement between University and Design/Builder.

**F.1.1 Negotiated Procurement:** This procurement is being awarded through a competitive negotiation type of procurement.

**F.1.2 Total Construction Fee:** This will be a guaranteed maximum price contract. Offerors will be required to offer a total Design Fee, Design-Builder Fee, General Conditions Budget and Construction Cost. Offerors should submit with their proposal an Offer Letter in substantially the form of Attachment J.2.1.

**F.2. TERM OF CONTRACT:**

**F.2.1 Project Schedule:** The University requires the Design Build Services for Architectural Program Consolidation Level 2, Building 32 to be completed no later than January 9, 2012. Early completion is strongly encouraged.

**F.2.2 Project Delivery Method:** The University intends to implement this project through a Design Build method.

## PART I

### SECTION G - CONTRACT ADMINISTRATION DATA

#### G.1 INVOICE PAYMENT:

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

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

#### G.2 INVOICE SUBMITTAL:

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

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

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

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

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

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

- G.2.2.4** All sub-Contractor and sub-consultant invoices requested under subject payment application.;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in (G.2.2.6) above to be notified in the event of a defective invoice); and
- G.2.2.8** Authorized signature

**G.3 METHOD OF PAYMENT:**

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

**G.4 ASSIGNMENTS:**

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

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

**G.5 CONTRACTING OFFICER (CO):**

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

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

**G.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER:**

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

**G.6.2** The Design-Builder shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

**G.6.3** In the event the Design-Builder effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

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

**G.7.1** The CA is responsible for general administration of the contract and advising the Contracting Officer as to the Design-Builder's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The CA for this contract is:

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



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

**G.8 UNAUTHORIZED CHANGES:**

**G.8.1** Design-Builder may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the University, to take all corrective action necessitated by reason of the unauthorized changes.

**G.9 LIMITATION OF AUTHORITY:**

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

**G.10 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT:**

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

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

**G.11 STOPPAGE OF WORK:**

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

**G.12 PATENTS:**

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

## PART I

### SECTION H - SPECIAL CONTRACT REQUIREMENTS

#### H.1 **DEPARTMENT OF LABOR WAGE DETERMINATIONS:**

**H.1.1** The Design-Builder shall be bound by General Decision Number DC120002 dated 9/21/2012, issued by the U.S. Department of Labor for Building Construction Contracts and incorporated herein as Attachment J.1.4 of this solicitation. The Design-Builder shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Design-Builder shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option periods; the Design-Builder may be entitled to an equitable adjustment.

#### H.2 **AUDITS, RECORDS, AND RECORD RETENTION:**

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

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

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

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

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

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

**H.3 PUBLICITY:**

**H.3.1** The Design-Builder shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractor either during or after expiration or termination of the contract make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

**H.4 CONFLICT OF INTEREST:**

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

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

## PART II

### SECTION I: CONTRACT CLAUSES

#### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS:**

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

#### **I.2 CONTRACTS THAT CROSS FISCAL YEARS:**

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

#### **I.3 CONFIDENTIALITY OF INFORMATION:**

**I.3.1** All information obtained by the Design-Builder relating to any employee of the University or customer of the University shall be kept in absolute confidence and shall not be used by the Design-Builder in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the University and Federal laws governing the confidentiality of records.

#### **I.4 TIME:**

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

#### **I.5 RESTRICTION ON DISCLOSURE AND USE OF DATA:**

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

**1.5.1.1** Mark the title page with the following legend:

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

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

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

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

**I.6 RIGHTS IN DATA:**

- I.6.1** "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- I.6.2** The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- I.6.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- I.6.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.6.5** All data first produced in the performance of this Contract shall be the sole property of the University. The Design-Builder hereby acknowledges that all data, including, without limitation, computer program codes, produced by Design-Builder for the University under this Contract, are works made for hire and are the sole property of the University; but, to the extent any such data may not, by operation of law, be works made for hire, Design-Builder hereby transfers and assigns to the University the ownership of copyright in such works, whether published or unpublished. The Design-Builder agrees to give the University all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Design-Builder agrees not to assert any rights in common law or in equity in such data. The Design-Builder shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the University until such time as the University may have released such data to the public.
- I.6.6** The University shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, not withstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.6.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any University installation to which the computer may be transferred by the University;
- I.6.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.6.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and
- I.6.6.4** Modify the computer software and all accompanying documentation and manuals  
or  
instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

**I.6.7** The restricted rights set forth in section I.6.6 are of no effect unless

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

**RESTRICTED RIGHTS LEGEND**

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

With \_\_\_\_\_ (Design-Builder's Name) and

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

**I.6.8** In addition to the rights granted in Section I.6.9 below, the Design-Builder hereby grants to the University a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.6.9 below, under any copyright owned by the Design-Builder, in any work of authorship prepared for or acquired by the University under this contract. Unless written approval of the contracting Officer is obtained, the Design-Builder shall not include in technical data or computer software prepared for or acquired by the University under this contract any works of authorship in which copyright is not owned by the Design-Builder without acquiring for the University any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

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

**I.6.10** For all computer software furnished to the University with the rights specified in Section I.6.5, the Design-Builder shall furnish to the University, a copy of the source code with such rights of the scope specified in Section I.6.5. For all computer software furnished to the University with the restricted rights specified in Section I.6.6, the University, if the Design-Builder, either directly or through a successor or

affiliate shall cease to provide the maintenance or warranty services provided the University under this contract or any paid-up maintenance agreement, or if Design-Builder should be declared bankrupt or insolvent by the court if competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

**I.6.11** The Design-Builder shall indemnify and save and hold harmless the University, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

**I.6.12** Nothing contained in this clause shall imply a license to the University under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the University under any patent.

**I.6.13** Paragraphs I.6.6, I.6.7, I.6.8, I.6.11 and I.6.13 above are not applicable to material furnished to the Design-Builder by the University and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Design-Builder at the time of delivery of such work

**I.7 OTHER CONTRACTORS:**

**I.7.1** The Design-Builder shall not commit or permit any act that will interfere with the performance of work by another University Contractor or by any University employee.

**I.8 FIRST SOURCE EMPLOYMENT AGREEMENT:**

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

**I.8.1.1** Residency Hiring Requirements for Contractors and subcontractors  
At least fifty-one percent (51%) of the Offeror's Team and every subconsultant's employees hired after the Offeror enters into a contract with the University, or after such subconsultant enters into a contract with the Offeror, to work on this project, shall be residents of the District of Columbia.



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

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

#### **I.8.1.2 Apprenticeship Act**

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

### **I.9 CONTINUITY OF SERVICES:**

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

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

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

**I.10 INSURANCE:**

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

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

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$2,000,000 per occurrence limits; \$4,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent Contractors. The policy coverage shall include the University as an additional insured, shall be primary and non-contributory with any other insurance maintained by the University, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$2,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the University or the jurisdiction in which the contract is performed of \$1,000,000 Employee Liability, \$1,000,000 Employee Disease.

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

**If projects hereunder include water operations, the U.S. Longshoremen and Harbor Workers' Compensation Act and Maritime endorsements must be purchased and attached to the policies required above.**

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

University as additional insured.

5. Environmental Liability Insurance. The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$2,000,000 in coverage per incident and \$4,000,000 aggregate.
  6. Builders Risk Insurance. The Contractor shall provide Builders' Risk Insurance for the total amount of the contract value.
  7. Crime Insurance. The Contractor shall provide as follows: \$1,000,000 per occurrence for each wrongful Act; \$2,000,000 per aggregate for each wrongful act.
- B. **DURATION:** The Contractor shall carry all required insurance until all contract work is accepted by the University, and shall carry the required General Liability; and any required Professional Liability for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY:** These are the required minimum insurance requirements established by the University. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY:** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the University.
- E. **MEASURE OF PAYMENT:** The University shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION:** The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. **CERTIFICATES OF INSURANCE:** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in the Insurance Section prior to commencing work. Evidence of insurance shall be submitted to:

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

***The insurance must contain language that includes:***

1. University of the District of Columbia, Capital Procurement Division, to Design Build Renovation of Level 2, Building 39 for Human Resources, General Procurement and Finance.
2. Additional Insured Endorsement naming the District of Columbia as additional insured with respect to work or services performed under the contract.
3. Primary and Noncontributory Coverage –
  - (a). “A Contractor’s insurance policy shall be primary and noncontributory; and”
  - (b). “No other insurance from any other entity shall apply before the Contractor’s insurance coverage and limits of liability are exhausted. “
4. Waiver of Subrogation Endorsement – “a. the policy shall contain a waiver of subrogation endorsement in favor of the University for all claims made against the University, its officers, directs, agents, and employees, except with respect to Workers’ Compensation and Professional Liability”.

**I.11 EQUAL EMPLOYMENT OPPORTUNITY:**

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

**I.12 PAYMENT AND PERFORMANCE BONDS:**

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

## SECTION J: LIST OF ATTACHMENTS

### J.1 **LIST OF ATTACHMENTS:**

J.1.1 General Provisions Architect Engineering Contracts 1989

J.1.2 Standard Contract Provision for Construction 2007

J.1.3 General Decision Number DC120002 dated 9/21/2012

J.1.4 Workstation BOD (Basis of Design) Photo

J.1.5 Architectural Program Consolidation Demolition Area (for reference only)

J.1.6 Architectural Studio Consolidation Concept (for reference only)

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

J.2.1 Offer Letter

*(Offerors shall complete and incorporate with their bid packages, the following forms located at [www.ocp.dc.gov](http://www.ocp.dc.gov) under solicitation attachments.)*

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

J.2.3 Equal Employment Opportunity (Download OCP Website)

J.2.4 Tax Affidavit (Download OCP Website)

J.2.5 Disclosure Statement

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

J.2.7 Subcontracting Plan

J.2.8 Price Breakdown Form – Division 33

### J.3 **ORDER OF PRECEDENCE:**

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

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

(b) Clauses as outlined in the solicitation;

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

(d) Other documents, exhibits, and attachments

**PART IV**

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

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

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

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

**K.1**

**CERTIFICATION OF ELIGIBILITY**

\_\_\_\_\_, being duly sworn (or  
(President or Authorized Official of Bidder)

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

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

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

does not have a proposed debarment pending; and

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

Exceptions will not necessarily result in denial of award, but will be considered in determining acceptability of 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 Bidder)  
under penalty of perjury under the laws of the United States), certifies that, except as noted below, (the  
Company) or any person associated therewith in the capacity of (owner, partner, director, officer, principal  
investigator, project director, manager, auditor, or any position involving the administration of federal  
funds):

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

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

does not have a proposed debarment pending; and

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

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

\_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
President or Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

Subscribed and sworn before me this \_day \_\_\_\_\_

At \_\_\_\_\_  
City and State

\_\_\_\_\_  
Notary Seal

\_\_\_\_\_  
Notary Public

**K.3**

**PAYMENT TO SUBCONTRACTOR AND SUPPLIERS CERTIFICATE**

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

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

Certification shall be made on the following standard form.

*Sherry Jones-Quashie, Director  
Capital Procurement Division  
4200 Connecticut Avenue, NW  
Washington, D. C. 20008  
Tel: 202-274-5752*

I hereby certify:

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

\_\_\_\_\_  
Contractor/Company Name

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**K.4**

**SUBCONTRACTING PLAN**

**PRIME CONTRACTOR INFORMATION:**

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

**SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontractors)**

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____%    Tier: : _____ <div style="text-align: center; margin-left: 150px;">1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup></div> LSDBE Certification Number: _____ Certification Status: <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px;">CBE:</td> <td style="padding: 2px;">LBE:</td> <td style="padding: 2px;">DBE:</td> <td style="padding: 2px;">DZE:</td> <td style="padding: 2px;">ROB:</td> <td style="padding: 2px;">LRB:</td> </tr> </table> (check all that apply)			CBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <div style="text-align: right; margin-left: 100px;">Name (Print)</div> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
CBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

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

**CERTIFICATIONS**

The prime Contractor shall attach a **notarized** statement including the following:

- a. A **description of the efforts** the prime Contractor will make to ensure that LBEs, DBEs, ROB, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;
- b. In all subcontracts that offer **further subcontracting opportunities**, assurances that the prime Contractor will include a statement, approved by the CO, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- c. **Assurances** that the prime Contractor will cooperate in any studies or surveys that may be required by the CO, and submit periodic reports, as requested by the CO, to allow the University to determine the extent of **compliance** by the prime Contractor with the subcontracting plan;
- d. Listing of the type of **records** the prime Contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime Contractor will make such records available for review upon the University's request; and
- e. A description of the prime Contractor's recent **efforts to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROB, and to award subcontracts to them.**

**PERSON PREPARING THE SUBCONTRACTING PLAN:**

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

**FOR CO USE ONLY  
(SUBCONTRACTORS LIST CONTINUED)**

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

<b>SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)</b>										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____% Tier: : _____ <small>1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup></small> LSDBE Certification Number: _____ Certification Status: <table border="1"> <tr> <td>CBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table> (check all that apply)			CBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
CBE:	LBE:	DBE:	DZE:	ROB:	LRB:					
<b>SUBCONTRACTOR INFORMATION:</b>										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____% Tier: : _____ <small>1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup></small> LSDBE Certification Number: _____ Certification Status: <table border="1"> <tr> <td>CBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table> (check all that apply)			CBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
CBE:	LBE:	DBE:	DZE:	ROB:	LRB:					
<b>SUBCONTRACTOR INFORMATION:</b>										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____% Tier: : _____ <small>1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup></small> LSDBE Certification Number: _____ Certification Status: <table border="1"> <tr> <td>CBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table> (check all that apply)			CBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
CBE:	LBE:	DBE:	DZE:	ROB:	LRB:					
<b>SUBCONTRACTOR INFORMATION:</b>										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____% Tier: : _____ <small>1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup></small> LSDBE Certification Number: _____ Certification Status: <table border="1"> <tr> <td>CBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table> (check all that apply)			CBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
CBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

Date Plan Received by CO: _____	
Report: <input type="checkbox"/> Acceptable <input type="checkbox"/> Not Acceptable	Contract Number: _____ GF-2013-C-0062
<u>Sherry Jones-Quashie</u> Name of CO	_____ Signature
	_____ Date

**K.5  
GOVERNMENT OF THE DISTRICT OF COLUMBIA**

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

**CERTIFICATE AS TO CORPORATION**

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

\_\_\_\_\_  
Secretary of Corporation

**SURETY(IES)**

<b>1. Name &amp; Address (typed)</b>	<b>State of Inc.</b>	<b>Liability Limit</b>	<b>Corporate Seal</b>
<b>Signature of Attorney-in-Fact</b>	<b>Attest (Signature)</b>		
<b>Name &amp; Address (typed)</b>	<b>Name &amp; Address (typed)</b>		
<b>1. Name &amp; Address (typed)</b>	<b>State of Inc.</b>	<b>Liability Limit</b>	<b>Corporate Seal</b>
<b>Signature of Attorney-in-Fact</b>	<b>Attest (Signature)</b>		
<b>Name &amp; Address (typed)</b>	<b>Name &amp; Address (typed)</b>		

**INSTRUCTIONS**

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

**K.6**

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- A. Each signature of the Bidder is considered to be a certification by the signatory that:
- (a) The prices in this Bid 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 Bid, or
    - (iii) the methods or factors used to calculate the prices in the Bid;
  - (b) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and
  - (c) No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition.
- B. Each signature on the bid is considered to be a certification by the signatory that the signatory;
- (a) Is the person in the Offerors' organization responsible for determining the prices being offered in this Proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs A(a) through A(c) above; or
    - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs A(a) through A(c) above:  

---

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Offerors' organization);
    - (ii) As an authorized agent, does certify that the principals named in subsection B (2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs A(a) through A(c) above; and
    - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs A (a) through A(c) above.
- C. If the Offeror deletes or modifies subparagraph A (b) above, the Bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.7**

**EMPLOYMENT AGREEMENT**

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

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

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

---

Date

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Authorized Signature



**K.8**

**BUY AMERICAN CERTIFICATION**

The Bidder 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.

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EXCLUDED END PRODUCTS

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COUNTRY OF ORIGIN

**K.9**

**TYPE OF BUSINESS ORGANIZATION**

The Bidder, 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 Bidder is a foreign entity, it operates as:

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

## **SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **L.1 PRE-PROPOSAL CONFERENCE:**

**L.1.1** A Pre-Proposal Conference will be held on Tuesday, October 30, 2012, beginning at 1:00 p.m., Large Board Room at the 4200 Connecticut Avenue, Washington DC. The purpose of the conference is to provide a structured and formal opportunity for the University to accept questions from offerors on the SOLICITATION document as well as to clarify the contents of the SOLICITATION. This conference will be held directly after the site walk through listed below.

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

**L.1.2** Impromptu questions will be permitted and spontaneous answers will be provided at the University's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the University's final position. The prospective Offeror shall submit questions no later than Monday, November 12, 2012 in order to generate an answer. Official answers will be posted and are downloadable from the University's website at [www.udc.edu](http://www.udc.edu) and [www.ocp.dc.gov](http://www.ocp.dc.gov) . The University will not mail any responses or other information including amendments to Offerors. Offerors are responsible for assuring that they obtain any and all information posted by the University relating to this solicitation.

### **L.2 CONTRACT AWARD:**

#### **L.2.1 Most Advantageous to the University**

The University may award a single or multiple contract(s) resulting from this solicitation to the responsible Offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the University, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

#### **L.2.2 Initial Offers**

The University may award contracts 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.3 PROPOSAL FORM, ORGANIZATION AND CONTENT:**

**L.3.1** This section outlines specific information necessary for the proper organization and manner in which Offerors' Proposals should be proffered. References are made to other sections in this RFP for further explanation.

### **L.3.1.1 Submission Identification**

Submissions shall be proffered in an original and five (5) copies. The Offeror’s submission shall be placed in a sealed envelope conspicuously marked: “Proposal for Design-Build Renovation of the Bertie Backus Campus”

### **L.3.1.2 Delivery or Mailing of Submissions**

Submissions should be delivered or mailed to:

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

### **L.3.1.3 Date and Time for Receiving Submissions**

Submissions shall be received no later than 2:00 pm November 20, 2012. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

### **L.3.1.4 Submission Size, Organization and Offeror Qualifications**

All submissions shall be submitted on 8-1/2” x 11” bond paper and typewritten. Telephonic, telegraphic, and facsimile submissions shall not be accepted. The University is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity.

### **L.3.1.5 Offer Letter**

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

### **L.3.1.6 Executive Summary**

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

### **L.3.1.7 General Team Information and Firm(s) Data**

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

- A. Name(s), address (es), and role(s) of each firm (including all sub-consultants and subcontractors)

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

## **PART ONE – TECHNICAL PROPOSAL**

### **L.3.1.8 Relevant Experience and Capabilities**

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

- L.5.1.2.1** Name and location of the similar project;
- L.5.1.2.2** Contact person name and telephone number;
- L.5.1.2.3** Description of the work performed by the Offeror; including comparisons to the work of this solicitation and constraints on performance of the work;
- L.5.1.2.4** Time period of the construction;
- L.5.1.2.5** Completed size in SF;
- L.5.1.2.6** Award and final construction cost (provide actual figures for completed projects). Address items such as timeliness of completion of project and

cost control; and whether the project was delivered on-time and on-budget.

**L.5.1.2.7** Previously completed projects should only include new construction effort completed in an urban setting.

### **L.3.1.9 Project Delivery Schedule**

Each Offeror should prepare a delivery schedule that shows how the Offeror intends to complete all tasks on the project in a timely manner and meet the January 9, 2013, substantial completion/occupancy timeframe.

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

### **L.3.1.10 Key Personnel**

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

### **L.3.1.11 Cost Information**

The Offeror should submit the Offer Letter in substantially the form of Attachment J.2.1.

### **L.3.1.12 Subcontracting Plan**

Each Offeror must submit a proposed Local Business Subcontracting Plan that identifies the specific certified business enterprises that will participate in the contract and their anticipated roles. Offeror should complete and submit Subcontracting Plan - Attachment J.2.7.

### **L.3.1.13 Tax Affidavit**

Each Offeror must submit a tax affidavit substantially in the form of Attachment J.2.4. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia Government.

**L.4 PROPOSAL FORM, ORGANIZATION AND CONTENT:**

- L.4.1** Offerors shall submit **one (1) signed original** and **four (4) copies** of the offer. Proposals shall be typewritten in 12 point font size on 8 ½" by 11" bond paper not to exceed **75** pages (larger illustrations, such as CPM bar charts, may be folded to fit). Telephonic, telegraphic, and facsimile proposals will not be accepted. All items accepted by the University, all pages of the Request for Proposals (RFP), all attachments and all documents containing the Offeror's offer shall constitute the formal contract. Additional information submitted beyond 75 pages will not be considered.
- L.4.2** Proposals shall be submitted in two separate parts in two separate three (3) ring binders. Part One - Technical Proposal, Part Two – Price Proposal. Parts One and Two shall be submitted in separate envelopes at the time and place specified in Solicitation. Offerors shall structure their proposals to address the Technical Proposal evaluation subfactors identified in Section M, in substantially the order listed. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. **GF-2013-R-0062**, Design Services for "Architectural Program Consolidation Level 2, Building 32.
- 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 Request for Proposal.
- 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 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS:**

**L.4.1 Proposal Submission**

Proposals must be submitted no later than 2:00 p.m. local time on November 20, 2012. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The proposal or modification was sent by registered or certified mail not later than November 20, 2012;

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

#### **L.4.2 Postmarks**

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

#### **L.4.3 Late Proposals**

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

### **L.5 EXPLANATION TO PROSPECTIVE OFFERORS:**

**L.5.1** If a prospective Offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the Contact Person, identified on page one, in writing. The prospective Offeror shall submit questions no later than Monday, November 12, 2012. The University will respond promptly to submitted questions. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding. Official answers will be posted and are downloadable from the University's website at [www.udc.edu](http://www.udc.edu) and [www.ocp.dc.gov](http://www.ocp.dc.gov). The University will not mail any responses or other information including amendments to Offerors. Offerors are responsible for assuring that they obtain any and all information posted by the University relating to this solicitation

### **L.6 PROPOSAL PROTESTS:**

**L.6.1** Any actual or prospective bidder, Offeror, 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 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 the time set for receipt of initial proposals shall be filed with the Board prior to offer opening or the time set for receipt of initial proposals. In procurements in which proposals 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 proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, NW, Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting officer for the solicitation.

**L.7 UNNECESSARILY ELABORATE PROPOSALS:**

**L.7.1** Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired

**L.8 RETENTION OF PROPOSALS:**

**L.8.1** All submissions shall be retained by the University and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the submissions shall become the property of the University and the University shall the right to distribute or use such information as it determines.

**L.9 PROPOSAL COSTS:**

**L.9.1** The University is not liable for any costs incurred by the Offerors' in submitting proposals in response to this solicitation.

**L.10 ACKNOWLEDGMENT OF AMENDMENTS:**

**L.10.1** The offeror shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment to be included with the proposal at the time of submission; (b) by identifying the amendment number and date in the space provided for this purpose in Section K of the solicitation; or (c) by letter or telegram including mailgrams. The University must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

**L.10.1.1 Examination of Submissions**

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

**L.11 ACCEPTANCE PERIOD:**

**L.11.1** The Offeror agrees that its offer remains valid for a period of 90 days from the solicitation's closing date.

**L.12 BEST AND FINAL OFFERS:**

**L.12.1** If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the Government's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Design-Builder selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all Offerors still within the competitive range.

**L.13 LEGAL STATUS OF OFFEROR:**

Each proposal must provide the following information:

**L.13.1** Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Offeror;

**L.13.2** District of Columbia, if required by law to obtain such license, registration or certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.13.3** If the Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

**L.13.4** The University reserves the right to request additional information regarding the Offeror's organizational status.

**L.14 STANDARDS OF RESPONSIBILITY:**

**L.14.1** The prospective Design-Builder must demonstrate to the satisfaction of the University the capability in all respects to perform fully the contract requirements, therefore, the prospective Design-Builder must submit the documentation listed below, within five (5) days of the request by the University.

**L.14.1.1** Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

**L.14.1.2** Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

**L.14.1.3** Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

- L.14.1.4** Furnish evidence of compliance with the applicable University licensing, tax laws and regulations.
- L.14.1.5** Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- L.14.1.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.14.1.7** If the prospective Design-Builder fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Design-Builder to be non-responsible.

**L.6 PART TWO – PRICE PROPOSAL:**

- L.6.1** Table of Contents
- L.6.2** Pages 3 through 4 of the solicitation
- L.6.3** Attachments J.2.2., J.2.3, J.2.4, J.2.5, J.2.6 and J.2.8
- L.6.4** Original Executed Proposal Bond (Section K)
- L.6.5** Representations and Certifications (Part IV-Section K) completed and executed in accordance with the instructions included therewith.

**L.7 ORAL PRESENTATIONS:**

- L.7.1** At the University's option, Offerors considered to be responsive may be requested to provide a single oral presentation at the time and place specified by the University. Presentations shall be limited to 45 minutes plus a 15 minute question and answer period. Proposed key personnel may be requested to make the Oral Presentation. Offerors will receive a 24 hour notice if an oral presentation is required.
- L.7.2** Oral presentations will allow Offerors to present the material submitted in their Part One Technical Proposals, and to answer questions by the Technical Evaluation Committee. Offerors deemed to meet the minimum project requirements and determined to be in the competitive range will be notified of the exact time and location for these presentations if required.

**L.8 PROPOSAL SUBMISSION DATE AND TIME – PROPOSAL CLOSING:**

Proposals must be submitted no later than **2:00 p.m. local time on November 20, 2012.**

**L.9 WITHDRAWAL OR MODIFICATION OF PROPOSALS:**

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

**L.10 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS:**

**L.10.1** Proposals, modifications to proposals, or requests for withdrawals that are received in the designated University office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

**L.10.1.1** The proposal or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of proposals; or

**L.10.1.2** The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the University after receipt.

**L.10.2 Postmarks**

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

**L.10.3 Late Submissions**

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

**L.10.7 Late Proposals**

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

**L.10.8 Late Modifications**

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

**L.11 HAND DELIVERY OR MAILING OF PROPOSALS:**

Capital Procurement Division  
4200 Connecticut Avenue, NW  
Building 38 Room C01  
Washington, DC. 20008

**L.12 SUBMISSION OF SUBCONTRACTING PLAN:**

**L.21.1** Any prime Contractor responding to this solicitation shall submit with its offer, a notarized statement detailing its final subcontracting plan. This plan shall meet the requirements described under Section M.19 of this solicitation. A certified CBE prime who plans not to subcontract any portion of the contract work shall still submit such a plan stating so in writing.

**L.12.2** A Contractor cannot make any changes to its subcontracting plan without prior written approval by the CO. The approved plan will be incorporated into and become part of the contract.

**L.13 FAILURE TO SUBMIT OFFERS:**

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

**L.14 PROPOSAL PROTESTS:**

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

**L.15 SIGNING OF PROPOSALS:**

**L.15.1** The Contractor shall sign the proposal and print or type its name on the proposal form in the attached Proposal Form Package. Each proposal must show a full business address and telephone number of the Offeror and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.

**L.15.2** All correspondence concerning the proposal or resulting contract will be mailed to the address shown on the proposal in the absence of written instructions from the Offeror or Contractor to the contrary. Any proposal submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any proposal submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Offerors shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a proposal rejection.

**L.16 ACKNOWLEDGMENT OF AMENDMENTS:**

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

**L.17 ACCEPTABLE PROPOSAL GUARANTEES:**

**L.17.1** A proposal guarantee in the amount of 5% of the proposal price is required with proposals over \$100,000.00. If an Offeror fails to provide the required proposal guarantee, such failure will require rejection of the proposal.

**L.17.2** Types of guarantees acceptable to the District of Columbia:

**L.17.2.1** A bond provided by a surety in accordance with 8 DCMR Chapter 3047.

**L.17.2.2** A certified check or irrevocable letter of credit issued by an insured financial institution in the equivalent amount of the security; or

**L.17.2.3** United States government securities that are assigned to the University which pledge the full faith and credit of the United States.

**L.18 ACCEPTANCE PERIOD:**

The Offeror agrees that its proposal remains valid for a period of 120 calendar days from the solicitation closing date or as amended. However, if for administrative reasons, the

University is unable to make an award within this time period, the CO will request the Contractor and his/her surety to extend the proposal bond for an additional 120 days.

**L.19 LEGAL STATUS OF OFFEROR:**

**L.19.1** Each proposal must provide the following information:

**L.19.2** Name, Address, Telephone Number, Federal Tax Identification Number and DUNS Number of Offeror;

**L.19.3** 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 proposal shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements;

**L.19.4** 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.19.5** The University reserves the right to request additional information regarding the Offeror's organizational status.

**L.20 LOCAL OPERATING FACILITIES:**

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

LOCAL ADDRESS	LOCAL TELEPHONE NUMBER/FAX
CELLULAR NUMBER	EMERGENCY NUMBER
EMERGENCY CONTACT PERSON	

**L.21 SOLICITATION INFORMATION:**

For information concerning this solicitation, please contact:

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

**L.22 TITLE OF CORRESPONDENCE:**

All contractual correspondence shall be directed to:

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

**L.23 PROPOSAL DOCUMENTS:**

**L.23.1** Persons who obtain proposal materials from anyone other than the University's official source, which is Capital Procurement Division, Building 38, Room C01, Washington, DC 20008, are hereby notified that any addenda/amendments issued under this solicitation, and not acknowledged by an Offeror could affect the proposal amount and/or responsiveness determinations.

**L.23.2** The University assumes no responsibility for furnishing any addenda/ amendments to anyone who obtains proposal materials through other than the official channels.

**L.23.3** Amendments/Addenda to proposal documents and proposal material are available from the issuing office.

**L.24 EXAMINATION OF PROPOSAL DOCUMENTS AND SITE OF WORK:**

Offeror's will be held to have:

**L.24.1** Checked all measurements and visible features which would in any manner affect the work to be performed.

**L.24.2** Verified conditions at the site.

**L.25 PAYMENT AND PERFORMANCE BONDS:**

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

**L.26 RESERVED:**

**L.27 QUALIFICATIONS OF OFFEROR:**

The University may make such investigations as it deems necessary to determine the ability of the Offeror to perform the work; the Offeror shall furnish to the University all such information and data requested by the University. The University reserves the right to reject any proposal if the evidence submitted by, or investigation of such Offeror fails to satisfy the University that the



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

**L.28 EXPLANATION TO PROSPECTIVE OFFERORS:**

**If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing via email to sjones-quashie@udc.edu by COB on November 12, 2012.** The University will not consider any questions received after November 12, 2012. Interpretations or clarifications considered necessary by the Contracting Officer will be issued by Amendment(s) to all parties recorded by the University as having received the solicitation. Only responses to solicitation clarification requests issued in Amendments will be binding. Oral explanations or instructions given before the award of the contract will not be binding.

**L.29 RESTRICTION ON DISCLOSURE AND USE OF DATA:**

**L.29.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the University except for use in the procurement process shall mark the title page with the following legend:

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

**L.29.2** If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the University will have the right to duplicate, use, or disclose the data to the extent consistent with the University's needs in the procurement process. This restriction does not limit the University's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

**L.29.3** Mark each sheet of data it wishes to restrict with the following legend:

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

**L.30 SIGNING OF OFFERS:**

The Offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers 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.31 UNNECESSARILY ELABORATE PROPOSALS:**

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

**L.32 RETENTION OF PROPOSALS:**

All proposal documents will be the property of the University and retained by the University, and therefore will not be returned to the Offerors.

**L.33 PROPOSAL COSTS:**

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

**L.34 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS:**

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

**L.35 FAMILIARIZATION WITH CONDITIONS:**

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

**L-36 PRE-AWARD SITE VISIT:**

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

**L.37 PRE-CONSTRUCTION CONFERENCE:**

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

Capital Construction Division  
4200 Connecticut Avenue, NW  
Room C03  
Washington, D.C. 20008

## **SECTION M - EVALUATION FACTORS**

### **M.1 EVALUATION FOR AWARD:**

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

### **M. 2 EVALUATION CRITERIA:**

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

#### **M.2.1.1** Evaluation Committee

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

### **M.3 PROPOSAL EVALUATION:**

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

#### **Volume 1 - Technical Capability Information**

**Total 80 Points**

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

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

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

**Sub-factor 2** – Past Performance Evaluations/References **(15 points)**

**Factor 2 - Project Delivery Schedule (25 points)**

Each offeror should prepare a delivery schedule that shows how the Offeror intends to complete all project tasks in a timely manner and meet the August 1, 2012 substantial completion/occupancy timeframe. The schedule should be prepared using a Critical Path Method (CPM) and should show key logic ties and activity durations. The schedule should demonstrate that the Offeror understands the project and has a workable method to deliver the project within the stated timeframe. The schedule should be reasonable and how the offeror will satisfactorily complete the project, practicable, comprehensive and achievable. The schedule should also show sufficient level of detail so as to demonstrate that the Offeror is familiar with the key issues related to the Project. This element of the evaluation is worth twenty five (25) points.

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

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

**Factor 3- Key Personnel (20 points)**

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

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

**Sub-factor 2** – Key Personnel’s Availability Matrix for Project **(10 points)**

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

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

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

**M.3.2.2      Preference Points      (12 Points)**

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

**M.3.2.3      Total Points**

The total points awarded under the solicitation are 112.

**M.4 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES:**

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the University shall apply preferences in evaluating 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.4.1. APPLICATION OF PREFERENCES:**

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

- M.4.1.1** Any prime Contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this Invitation for Bids (IFB).
- M.4.1.2** Any prime Contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this IFB.
- M.4.1.3** Any prime Contractor that is a longtime resident business (LRB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the LRB in response to this IFB.
- M.4.1.4** Any prime Contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this IFB.
- M.4.1.5** Any prime Contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this IFB.
- M.4.1.6** Any prime Contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this IFB.
- M.4.1.7** Any prime Contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the VOB in response to this IFB.

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

**M.5 MAXIMUM PREFERENCE AWARDED:**

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

**M.6. PREFERENCES FOR CERTIFIED JOINT VENTURES:**

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

**M.7 VENDOR SUBMISSION FOR PREFERENCES:**

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

**M.7.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

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

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

**M.8.1 Mandatory Subcontracting Requirement**

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

**M.8.1.2** If there are insufficient qualified SBEs to completely fulfill the subcontracting requirement of the preceding paragraph, then the subcontracting requirement may be

satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified SBEs are significant participants in the overall subcontracting work.

### **M.9.1 Certified Business Enterprises Prime Contractor Performance Requirements**

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

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

### **M.10.1 Prime Contractor Performance Requirements Applicable to Joint Ventures**

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

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

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

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

### **M.12.1 Subcontracting Plan**

Any prime Contractor responding to this solicitation shall submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by this solicitation. Once the plan is approved by the contracting officer, changes will

only occur with the prior written approval of the contracting officer and the Director of DSLBD. Each subcontracting plan shall include the following:

- M.12.1.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.12.2.1** A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.12.3.2** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- M.12.3.3** The name of the individual employed by the prime Contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- M.12.3.4** A description of the efforts the prime Contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- M.12.3.5** In all subcontracts that offer further subcontracting opportunities, assurances that the prime Contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.12.3.6** Assurances that the prime Contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the University to determine the extent of compliance by the prime Contractor with the subcontracting plan;
- M.12.3.7** A list of the type of records the prime Contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime Contractor will make such records available for review upon the University's request; and
- M.12.3.8** A description of the prime Contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.
- M.13.1** **Compliance Reports**  
By the 21<sup>st</sup> of every month following the execution of the contract, the prime Contractor shall submit to the contracting officer and the Director of DSLBD a compliance report detailing the Contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:
  - M.13.1.2** The dollar amount of the contract or procurement;



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