

# REQUEST FOR PROPOSALS

NO. GF-2013-R-0071

AGENCY: University of the District of Columbia

PROJECT: IDIQ for Construction Management Services

LOCATION: 4200 Connecticut Avenue, NW  
Washington, DC 20008

To access our website, please go to:

- [www.udc.edu](http://www.udc.edu)
- Select Administration
- Select Capital Procurement
- Select Business Opportunities

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption			Page of Pages	
			IDIQ for Construction Management Services			2	79
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued	
		GF-2013-R-0071		<input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		November 19, 2012	
6. Type of Market				<input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input checked="" type="checkbox"/> Open with Mandatory 35% SBE <input type="checkbox"/> Sub-Contracting Set Aside			
7. Issued By:				8. Address Offer to:			
University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW Washington, DC 20008				University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW Room C-04 Washington, DC 20008			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>6</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>4200 Connecticut Ave., NW, Bldg. 38, Room C04, Washington, DC 20008</u> until <u>2:00 P.M.</u> local time <u>December 4, 2012</u>							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name		B. Telephone		C. E-mail Address	
		James Jenkins		(Area Code) 202 (Number) 202-274-6322 (Ext) 202-274-6322		<a href="mailto:james.jenkins@udc.edu">james.jenkins@udc.edu</a>	
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<b>OFFER</b>							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %	
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				Amendment Number		Date	
15A. Name and Address of Offeror		16. Name and Title of Person Authorized to Sign Offer/Contract					
15B. Telephone		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
(Area Code)	(Number)	(Ext)	<input type="checkbox"/>				
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	
Government of the District of Columbia							

PART 1

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1** The University of the District of Columbia, Office Capital Procurement Division (CPD) is seeking Contractors to provide Construction Management (CM) and related services for the Office of the Vice President for Real Estate and Facilities & Public Safety. This solicitation is to establish up to five multiple Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts for CM services. The contracts will allow the University to use this vehicle to procure/obtain a wide variety of work when and where required.

Following the procedures in Contract Sections G.9 and G.10, the University will issue to Contractors holding the ID/IQ contracts Requests for Task Order Proposals (RFTOPs) describing the contemplated work and, after evaluating offers, will award Task Order (TOs) for the work. Contractors awarded TOs shall perform this work in the manner and within the time specified in the individual TOs. Contractors shall accomplish the work in accordance with the terms and conditions of their ID/IQ Contracts and of the TOs and in accordance with the scopes of work, specifications, and drawings in the RFTOPS.

**B.2** This Request for Proposals (RFP) is designated as an open market procurement with 35% subcontracting set-aside for certified Small Business Enterprise (SBE) offerors only under the provisions of the “Small, Local and Disadvantaged Business Enterprise Development Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, as amended for each TO to be executed on the contract. For more information on the program, offerors are encouraged to visit the official site at <http://dslbd.dc.gov>

**B.3** This solicitation is for CM Services specified in Section C and effective for the period stated in Section F.1.

**B.3.1** Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Limitations (Section G.9). The Contractor shall furnish to the University, when and if ordered, the services specified in the Schedule.

**B.3.2** There is no limit on the number of orders that may be issued on this contract.

**B.3.3** Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and University's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after date agreed upon by both parties.

**B.4** The Contractor shall provide the CM Services in defined labor categories listed below in accordance with the scope of work as specified in Section C of this solicitation package. This solicitation does not guarantee that the District will use all these labor categories.

**B.5** **SCHEDULE**

**DESCRIPTION**

The Contractor shall provide CM Services in accordance with Section C of this document. The hourly rates inserted herein by the Contractor represent the Contractor’s hourly rates for the CM support level required for the base and option years. The University intends to evaluate price based on the total of the hourly rates for the base year and option years. See Section M.3.3. Offerors must submit hourly labor rates as fully loaded rates, which include profit and all costs such as direct and indirect costs, overhead and G&A. Actual hours shall be determined by the project requirement.

**B.5.1** Unless otherwise stated in each Task Order, the Contractor will be provided with physical space, furniture, all office equipment and supplies, utility, telephone instruments (excluding mobile phones) and janitorial service, janitorial services, and security at the construction sites, by the District as available. Therefore, any costs related to these items must be excluded from the overhead costs or markups in the above proposal, or in future price proposals for any Task Order.

<b>Item Number</b>	<b>BASE YEAR PERIOD</b>	<b>Minimum Amount</b>	<b>Maximum Amount</b>	<b>Hour Rate</b>	<b>Total Amount</b>
<b>B.5.1</b>	The Contractor shall provide CM services in accordance with Section C of this document at the hourly rates as specified below.	\$250.00	\$950,000.00		
<b>General</b>					
	Project Manager(s) (1)				
	Project Manager(s), Jr. (1)				
	Office Project Engineer (1)				
	Office Administrative Support (1)				
	Construction Manager(s) (2)				
	Space Planner, Sr. (1)				
	Sr. Cost Estimator (1)				
	M/E/P Inspector (1)				
	Architectural Inspector (1)				
	Civil/Structural Inspector (1)				
	Project Claims Analyst (1)				

<b>Commissioning/Occupancy Phase:</b>				
MEP Commissioning Manager (1)				
Move Coordinator (1)				

<b>Item Number</b>	<b>OPTION YEAR 1</b>	<b>Minimum Amount</b>	<b>Maximum Amount</b>	<b>Hour Rate</b>	<b>Total Amount</b>
<b>B.5.2</b>	The Contractor shall provide CM services in accordance with Section C of this document at the hourly rates as specified below.	\$250.00	\$950,000.00		
<b>General</b>					
	Project Manager(s) (2)				
	Project Manager(s), Jr. (1)				
	Office Project Engineer (1)				
	Office Administrative Support (1)				
	Construction Manager(s) (2)				
	Space Planner, Sr. (1)				
	Sr. Cost Estimator (1)				
	M/E/P Inspector (1)				
	Architectural Inspector (1)				
	Civil/Structural Inspector (1)				
	Project Claims Analyst (1)				
<b>Commissioning/Occupancy Phase:</b>					
	MEP Commissioning Manager (1)				
	Move Coordinator (1)				

Item Number	OPTION YEAR 2	Minimum Amount	Maximum Amount	Hour Rate	Total Amount
B.5.3	The Contractor shall provide CM services in accordance with Section C of this document at the hourly rates as specified below.	\$250.00	\$950,000.00		
<b>General</b>					
Project Manager(s) (2)					
Project Manager(s), Jr. (1)					
Office Project Engineer (1)					
Office Administrative Support (1)					
Construction Manager(s) (2)					
Space Planner, Sr. (1)					
Sr. Cost Estimator (1)					
M/E/P Inspector (1)					
Architectural Inspector (1)					
Civil/Structural Inspector (1)					
Project Claims Analyst (1)					
<b>Commissioning/Occupancy Phase:</b>					
MEP Commissioning Manager (1)					
Move Coordinator (1)					

**GRAND TOTAL (BASE YEAR + TWO OPTION YEARS) =** \_\_\_\_\_

**GRAND TOTAL WRITTEN:** \_\_\_\_\_

\_\_\_\_\_

**PART 1**

**SECTION C - SCOPE/ SPECIFICATIONS/ DRAWINGS**

**C.1 SCOPE OF WORK**

This solicitation will establish multiple ID/IQ CM Service contracts with payment based upon Fixed Hourly Rate TOs.

**C.2 DEFINITIONS**

- C.2.1** The term “University” shall be defined as the University of the District of Columbia.
- C.2.2** The acronym “CM” shall be defined as the Construction Management Services Contractor or the “Contractor”.
- C.2.3** The term “Project” shall be defined as CPD construction.
- C.2.4** The acronym “CO” shall be defined as the University’s Contracting Officer.
- C.2.5** The acronym “CA” shall be defined as the University’s Contract Administrator
- C.2.6** The acronym “A/E” shall refer to the Architect Engineer contracted by the University to design the Project.
- C.2.7** The acronym “GC” shall refer to the Construction General Contractor.
- C.2.8** The acronym “OFRE” shall be defined as the Office of Facilities and Real Estate.
- C.2.9** The acronym “LEED” shall be defined as Leadership in Energy and Environmental Design.
- C.2.10** The acronym “DCRA” shall be defined as the Department of Consumer and Regulatory Affairs.
- C.2.11** The acronym “Project Delivery Team” shall be defined as the University’s Project Manager, Construction Manager and the Architect of Record.
- C.2.12** The acronym “RFI” shall be defined as Request for Information.
- C.2.13** The acronym “NONC” shall be defined as Notice of Non-Compliance.
- C.2.14** The acronym “IDW/PL” shall be defined as Incomplete and Deficient Work/Punch List.
- C.2.15** The term “other contractors” shall be defined as Verizon, Pepco, Washington Gas, and Comcast.
- C.2.16** The acronym “TO” shall be defined as a Task Order executed by the University’s CO to the Contractor to perform work on the project.
- C.2.17** The acronym “RFTOP” shall be defined as the University’s Request for Task Order Proposal.
- C.2.18** The acronym “PM” shall be defined as the University’s Project Manager.
- C.2.19** The acronym “BCD” shall be defined as a Basic Change Directive.
- C.2.20** The acronym “MPS” shall be defined as Master Project Schedule.
- C.2.21** The acronym “CPM” shall be defined as the Critical Path Method, a project management information software.
- C.2.22** The acronym “QA/QC” shall be defined as Quality Assurance/Quality Control.
- C.2.23** The acronym “MIS” shall be defined as Management Information System.

**C.2.24** The acronym “ODC” shall be defined as Other Direct Costs. This cost include, but not limited to computers, printers, office supplies, temporary/project office rentals, clean-up services, security alarm systems, safety gear, project amenities, third party reimbursements, webcam setup & maintenance, professional photographer services, and attorney services in support of zoning requirements.

**C.2.25** The phrase “General Condition Items” basically covers the terms and conditions for the construction contract.

**C.3 SERVICES REQUIRED**

The Contractor shall provide oversight of all construction services and furnish all necessary labor and services as necessary and as requested by the University to assist the University in the planning, design-management, procurement planning, construction-management, commissioning, occupancy and post-occupancy of a single or multiple projects as directed by the University. The Contractor shall monitor construction and assigned projects to ensure the GC’s delivery of the project(s) and other related work under the Contract is progressing on-budget and on-time. These services include but are not limited to those enumerated herein. Oversight includes all project related work, assembly, and testing of all materials and equipment to be used on or in the project(s) well as the GC’s coordination of all trade work and management of all aspects of the construction work on the project. The Contractor shall develop and maintain a cost management tracking system and assist in defining other documents, cost and time analysis for any change orders or claims. The Contractor shall provide complete daily on-site project management support to the University and inspection services for monitoring and controlling the construction of the Project and other assigned work by the University, as required by the Contract Administrator (CA), including but not limited to the following:

**C.4 PLANNING PHASE**

The Contractor shall perform if so directed via approved TO’s any of the following tasks during the Planning Phase:

**C.4.1.1 Master Project Schedule:** Develop and maintain the Master Project Schedule (MPS) using commercially available Critical Path Method (CPM) software. This MPS shall specify the proposed starting and finishing Milestone dates of each design and construction phase and the dates by which the design and construction activities must be completed. The MPS will be regularly expanded to add and track sub-tasks to be performed by other contractors. It will be a fully comprehensive schedule reflecting all significant activities required to deliver the project through occupancy and close out.



- C.4.1.2 **Master Project Budget:** Develop a detailed preliminary Master Project Budget (MPB) for the project. The MPB is intended to capture all project elements/categories and serve as reporting tool and enable control of all project costs. The MPB shall also meet the requirements for independent government estimate (IGE) for the specific project(s).
- C.4.1.3 **Risk Management Planning:** Develop a detailed assessment of general and specific project risks. Provide commentary and management plan components to deal with risks, and a quantitative assessment where required.
- C.4.1.4 **Monthly Status Reports:** Develop monthly status reports to be used during the project.
- C.4.1.5 **Management Information System:** Implement a Management Information System (MIS) to facilitate communication and collaboration for program and projects between the University, CM, and design A/E and GC contractors and other parties involved with the project. Create and maintain an accurate and complete electronic record-keeping system.
- C.4.1.6 **Meetings:** Arrange and attend meetings as may be required. At a minimum, meet monthly with A/E and District staff to review progress, required actions and decisions, and prepare record of each meeting.
- C.4.1.7 **Phase Transition:** Oversee the transition between design and construction, including logging and monitoring RFIs submitted by the GC, the architect's associated responses, incorporation thereof in the contract documents, and any associated clarifications requested by the GC in commencing his buyout and submittal process.
- C.4.1.8 **Team Meeting Leadership:** Lead regularly scheduled project meetings with members of the Project Delivery Team for the purpose of continually assessing the project status and to ensure conformity with project costs, schedule, and performance goals. Prepare and distribute minutes of all such meetings. Attend and actively participate in GC trade pre-construction and other coordination meetings as necessary and appropriate.
- C.4.1.9 **Conduct Pre-Construction Meetings** Explain construction management inspection, quality controls, and contract administration procedures to the Contractor;

- C.4.1.10 Schedule Management:** Log in and review the GC's initial cost loaded CPM.
- C.4.1.11 Cost Management:** Actively manage all aspects of costs during the construction phase. Update all budget cost categories as necessary to maintain an accurate cost picture for the project. Provide in the written monthly reports to the CA a comparison of budgeted costs with current cost estimates. Advise the CA immediately whenever a cost category estimate is tending to exceed funds budgeted. Monitor RFIs and submittals for developments which could develop into future requests for change orders. Validate all requests for change with existing contract scopes to make certain that the University receives everything contracted for under the base contracts. Review all change proposal requests; provide cost and/or time analyses, and make recommendations for revision or approval.
- C.4.1.12 Quality Control, Monitor, Analyze, and Recommend:** Continually monitor and analyze the ongoing construction effort, focusing on conformity with project quality, cost and schedule requirements. Prepare daily inspection reports for each discipline. Implement other on-site processes and procedures as needed for quality control, including but not limited to RFI's, NONC and IDW.
- C.4.1.13 Inspections Assistance:** Assist the A/E in monitoring work in place relative to compliance with contract documents and corrective action resulting from inspections. Ensure the A/E teams are performing appropriate on-site inspections and review their reports relative to non-compliant work and corrective actions by the GC. Ensure that all non-compliant work identified during the construction of the project has been corrected prior to substantial completion. Assist the A/E in developing an appropriate punch list of outstanding items to be corrected at the time of substantial completion. Monitor the completion of punch list items by the GC.
- C.4.1.14 Manage Information Flow:** Monitor timely responses from the Project Delivery Team to the GC's RFIs. Monitor the time of submission and the processing of shop drawings, samples and other separate contractor submittals. If submittals and/or responses are not being received in a timely manner, the Contractor shall ascertain the reason therefore, make recommendation to the CA and CO, and take such action as may be deemed appropriate to eliminate lags delays.
- C.4.1.15 Requests for Payment:** Review all applications for payment submitted by the A/E, Contractors, GC, and other Contractors, and make recommendations for revisions and/or payment. Review the GCs' as-built drawings to ensure that they are accurate and updated prior to approval of the monthly payment.

- C.4.1.16 Safety:** Review the safety program developed by the GC and monitor compliance by the GC with all contractual safety requirements. Cooperate with officials of other agencies (Federal and/or local) who are vested with authority to enforce requirements of the Occupational Safety and Health Act of 1970.
- C.4.1.17 Approvals by Regulatory Agencies:** Coordinate any required regulatory submissions, payments, and inspections. Track and monitor progress and notify the University of any potential problems or schedule delays, and provide recommendations for mitigating related imports. At the request of the University, the Contractor shall hire a Third-Party Inspector, licensed in the District of Columbia (a list of licensed individuals and companies and the application for licensing is available on the website of DCRA at [dcra.dc.gov](http://dcra.dc.gov)), to perform inspection services required for obtaining Certificate of Occupancy.
- C.4.1.18 Reporting:** Provide to the CA written monthly reports documenting progress, budget, schedule, and required actions and decisions in the form established during the planning phase.
- C.4.1.19 Record Keeping:** Maintain at the job site on a current basis records of all contracts; all change orders and documents related thereto; all records relating to shop drawings, samples, purchase, materials, equipment, correspondence, daily diary, and all other records related to this contract and construction work. Maintain records in electronic format to the extent possible and practical. Deliver these records to the CA prior to final payment under this contract. Maintain a detailed daily diary of all events that occur at the job site which affect, or may be expected to affect project progress and recommend solutions. Take digital photos of construction progress on a weekly basis at a minimum and problem areas on an as-needed basis. Effectively label, log, and file photographic records.
- C.4.1.20 Labor Standards:** Assist the CA in the enforcement of Labor Standards Provision of the construction contract(s). Interview employees of the construction contractor(s) and subcontractor(s) for proper classification and rate of pay as required by regulations issued by the Department of Labor (DOL) implementing construction labor standards (29 CFR Pat 5). Observe and report to the CA any disproportionate number of laborers, helpers, and apprentices to journeymen. Review all construction contractor payrolls after receipt from the construction contractor; prepare letter for the CA's signature informing contractor of violations and corrective action to be taken; maintain a suspense system on all violations until resolved. Assist the University in reporting to OFRE.
- C.4.1.21 Subcontractor Plans:** Monitor GC's compliance with Local, Small, and Disadvantaged Business Enterprises (LSDBE) requirements, subcontracting plans and other contract requirements.

- C.4.1.22 Claims:** Whenever any claim arises under or out of any construction or separate procurement contract awarded by the University in furtherance of this project, the Contractor shall diligently render all assistance which the University may require, including the furnishing of reports with supporting information necessary to resolve the dispute or defend against the claim, participation in meetings or negotiations with the claimant or its representatives, preparation of cost/time analysis, appearance before Contract Appeals Board or court of law, and other assistance as may be appropriate. Should litigation support services be required, a separate TO will be negotiated based on the same hourly rates specified under this contract.
- C.4.1.23 Operational Planning:** Assist the University in the development of a consolidated maintenance contract solicitation to be bid and awarded prior to occupancy. Ensure that such solicitation will capture the specifics of this project.
- C.4.1.24** Log-in submittals of material samples, catalog cuts, shop drawings, and assist the CA in approval of the same;
- C.4.1.25** Record and maintain daily record of construction activities, weather conditions, personnel and equipment on-site, field problems, resolutions, safety/code violations and work-log;
- C.4.1.26** Act as liaison between the contractor, CA, A/E, and coordinate with other departments for ensuring steady communications and work progress;
- C.4.1.27** Participate and assist in project planning meetings as needed;
- C.4.1.28** Conduct and record minutes of weekly progress review meetings, including discussions on progress of the CPM activities and their costs plus a look-ahead forecast of construction activities and field problems; following a Contractor - generated agenda with the GC and all trades;
- C.4.1.29** Review contract specifications and drawings. Provide clarifications to the contractor, A/E and CA; including advance suggestions or recommendations if there is discovered the potential for future claim, change order in construction and/or safety issues;
- C.4.1.30** Provide technical clarification of drawings and specifications to the contractor when made through Request for Information (RFI) in coordination with the A/E, PM and/or the CA;
- C.4.1.31** Monitor general safety and signage and posting for the project and see that the GC and each subcontractor prepare and submit an adequate safety program and other reports required under the contract; monitor the same throughout the project;
- C.4.1.32** Provide OFRE with a written monthly report that includes (i) an updated CPM schedule analysis, (ii) an updated cost report, and (iii) a monthly review of cash

flow;

- C.4.1.33** Review and process change orders and claims with the GC to verify merit, purpose and cost;
- C.4.1.34** Review shop drawings for conformance to Contract Documents, and if appropriate, forward to the Architect for approval;
- C.4.1.35** Review GC payment requests, verify accuracy and forward to OPM and the University for approval;
- C.4.1.36** Review and analyze proposed changes and contractor claims, and prepare independent cost and time analysis/estimates for use in negotiations. Assist in negotiation with Contractor and prepare BCDs, Change Order/Modification packages for CA and CO's approval;
- C.4.1.37** Assist in negotiations of any contract closeout changes, claims, assessment of any potential liquidated damages and prepare related packages;
- C.4.1.38** Guide the GC in the assembly of documents required for project turnover;
- C.4.1.39** Provide assistance to OFRE through compiling the listing and associated documents for all items under warranty; and
- C.4.1.40** Assist the CA to enforce Labor Standards Provision of the construction contract(s). Interview employees of the construction contractor(s) and subcontractor(s) for proper classification and rate of pay as required by regulations issued by the DOL implementing construction labor standards (29 CFR Pat 5). Observe and report to the CA any disproportionate number of laborers, helpers, and apprentices to journeymen. Review all construction contractor payrolls after receipt from the construction contractor; prepare letter for the CA's signature informing contractor of violations and corrective action to be taken; and maintain a suspense system on all violations until resolved.
- C.4.1.41** Assist CA and CO in monitoring Contractor compliance with SBE/LSDBE requirement, subcontracting plan and other contract requirements.

**C.4.2 BIDDING PHASE**

The Contractor shall perform if so directed via approved TO's any of the following tasks during the Bidding Phase:

- C.4.2.1 Pre-Bid Planning Outreach:** Assist the University in the pre-bid planning outreach for the project to ensure that the project is advertised in local, national and construction outlets.
- C.4.2.2 Bidding Strategy:** Assist and advise the University on the most advantageous bidding strategies for each specific project. Contractor shall evaluate market trends and strength and shall make recommendations accordingly.
- C.4.2.3 Construction Contract Solicitation:** Participate in pre-bid conferences with prospective bidders/offerors and assist in responding to technical questions from prospective bidders/offerors, including preparation, packaging and issuance of bid/solicitation amendments, addendums and logging of and managing the bidders' questions/answers.

**C.4.3. CONSTRUCTION PHASE**

The Contractor shall perform if so directed via approved TO's any of the following tasks during the Construction Phase. Assignment of tasks may vary based on the nature of the project being executed:

- C.4.3.1 On-site office:** Furnish and maintain an on-site construction office for the duration of the construction phase and as directed by the University. The Contractor shall be provided with telephone and utility services (including connections) by the University at no expense to the Contractor. The Contractor shall be responsible for the selection, renting, furnishing, installation, maintenance, cleaning, fencing, security, insurance, removal, and all supplies for its construction office.
- C.4.3.2 Phase Transition:** Oversee the transition between design and construction, including logging and monitoring RFIs submitted by the GC, the architect's associated responses, incorporation thereof in the contract documents, and any associated clarifications requested by the GC in commencing his buyout and submittal process.
- C.4.3.3 Team Meeting Leadership:** Lead regularly scheduled project meetings with members of the Project Delivery Team for the purpose of continually assessing the project status and to ensure conformity with project costs, schedule, and performance goals. Prepare and distribute minutes of all such meetings. Attend and actively participate in GC trade pre-construction and other coordination meetings as necessary and appropriate.

- C.4.3.4 Pre-Construction Meeting:** Conduct Pre-Construction Meetings and explain construction management inspection, quality controls, and contract administration procedures to the Contractor.
- C.4.3.5 Schedule Management:** Receive, review and critique the GC's initial and subsequent cost loaded CPM schedule.
- C.4.3.6 Cost Management:** Actively manage all aspects of costs during the construction phase. Update all budget cost categories as necessary to maintain an accurate cost picture for the project. Provide in the written monthly reports to the CA a comparison of budgeted costs with current cost estimates. Advise the CA immediately whenever a cost category estimate is tending to exceed funds budgeted. Monitor RFIs and submittals for developments which could develop into future requests for change orders. Validate all requests for change with existing contract scopes to make certain that the University receives everything contracted for under the base contracts. Review all change proposal requests; provide cost and/or time analyses, and make recommendations for revision or approval. Provide government estimate for all change orders.
- C.4.3.7 Quality Control, Monitor, Analyze, and Recommend:** Continually monitor and analyze the ongoing construction effort, focusing on conformity with project quality, cost and schedule requirements. Prepare daily inspection reports for each discipline. Implement other on-site processes and procedures as needed for quality control, including but not limited to RFI's, NONC and IDW.
- C.4.3.8 Inspections Assistance:** Inspect and assist in the monitoring of work in place relative to compliance with contract documents and corrective action resulting from inspections. Ensure the A/E teams are performing appropriate on-site inspections and review their reports relative to non-compliant work and corrective actions by the GC. Ensure that all non-compliant work identified during the construction of the project has been corrected prior to substantial completion. Coordinate with the A/E in developing an appropriate incomplete and deficient work (IDW) list (i.e. punch list) of outstanding items to be corrected at the time of substantial completion. Monitor the completion of punch list items by the GC.
- C.4.3.9 Manage Information Flow:** Monitor timely responses from the Project Delivery Team to the GC's RFIs. Monitor the time of submission and the processing of shop drawings, samples and other separate contractor submittals. If submittals and/or responses are not being received in a timely manner, the Contractor shall ascertain the reason therefore, make recommendation to the CA and CO, and take such action as may be deemed appropriate to eliminate lags delays. Ensure that University response to GC's letters and other correspondences is timely and within the allowable limits stipulated in the GC contract.
- C.4.3.10 Requests for Payment:** Review all applications for payment submitted by the

A/E, Contractors, GC, and other Contractors, and make recommendations for revisions and/or payment. Review the GCs' as-built drawings to ensure that they are accurate and updated prior to approval of the monthly payment.

- C.4.3.11 Safety:** Review the safety program developed by the GC and monitor compliance by the GC with all contractual safety requirements. Cooperate with officials of other agencies (Federal and/or local) who are vested with authority to enforce requirements of the Occupational Safety and Health Act of 1970.
- C.4.3.12 Approvals by Regulatory Agencies:** Coordinate any required regulatory submissions, payments, and inspections. Track and monitor progress and notify the University of any potential problems or schedule delays, and provide recommendations for mitigating related imports. At the request of the University, the Contractor shall hire a Third-Party Inspector, licensed in the District of Columbia (a list of licensed individuals and companies and the application for licensing is available on the website of DCRA at [dcra.dc.gov](http://dcra.dc.gov)), to perform inspection services required for obtaining Certificate of Occupancy.
- C.4.3.13 Reporting:** Provide to the CA written monthly reports documenting progress, budget, schedule, and required actions and decisions in the form established during the planning phase.
- C.4.3.14 Record Keeping:** Maintain at the job site on a current basis records of all contracts; all change orders and documents related thereto; all records relating to shop drawings, samples, purchase, materials, equipment, correspondence, daily diary, and all other records related to this contract and construction work. Maintain records in electronic format to the extent possible and practical. Deliver these records to the CA prior to final payment under this contract. Maintain a detailed daily diary of all events that occur at the job site which affect, or may be expected to affect project progress and recommend solutions. Take digital photos of construction progress on a weekly basis at a minimum and problems areas on an as-needed basis.
- C.4.3.15 Monitoring/Enforcement:**
- C.4.3.15.1 Labor Standards:** Assist the CA to enforce Labor Standards Provision of the construction contract(s). Coordinate with DOES staff to Interview random employees of the construction contractor(s) and subcontractor(s) for proper classification and rate of pay as required by regulations issued by the DOL implementing construction labor standards (29 CFR Pat 5). Observe and report to the CA any disproportionate number of laborers, helpers and apprentices to journeymen. Review all construction contractor payrolls after receipt from the construction contractor; prepare letter for the CA's signature informing contractor of violations and corrective action to be taken; and maintain a suspense system on all violations until resolved.



**C.4.3.15.2 CBE Compliance:** Assist CA and CO in monitoring Contractor compliance with SBE/LSDBE requirement and subcontracting plan.

## **C.5 COMMISSIONING and OCCUPANCY**

The Contractor shall perform if so directed via approved TO's any of the following tasks during the Commissioning and Occupancy Phase.

**C.5.1 Occupancy Plan:** Develop a detailed transition management and construction contract closeout plan, schedule and detailed checklist and assign responsibilities and deadlines to Team members.

**C.5.2 Commissioning:** Coordinate the commissioning activities of the GC, A/E, University Operations personnel, and commissioning contractor. Monitor initial start-up and testing of all HVAC systems for the project and all other base building systems and/or central plant, to confirm compliance with design and performance specifications, and supervise the building start-up and initial system operations and coordinate any adjustments or modification to such systems.

**C.5.3 Turnover:** Monitor and confirm compliance of all project turnover requirements including commissioning, record documents, and training. Schedule and monitor all product and equipment demonstrations and training. Organize, review for completeness, and deliver to the University all closeout documents including as-built drawings, warranties, preventative maintenance plans, final lien releases, etc. and obtain, summarize, and collate all manufactures' warranties in both original hard copy and electronic formats. Coordinate, check, and monitor the delivery and storage of "attic stock" materials, parts, and supplies as directed by the CA.

**C.5.4. Punch Lists:** Coordinate, review, and ensure the completeness of all "punch lists" prepared by A/E for finalizing the work; monitor the GC to ensure the satisfactory completion of the punch lists.

**C.5.5 Construction Contract Close-out:** Review and consult with CO and CA any final project claims and proposed final change orders and closeout of all assigned contracts. Coordinate and effect release of any sureties, bonds, the refund of any deposits posted or the release and/or reduction of any letters of credit posed as bonds posted related to the development phase.

**C.5.6 Warranty:** Establish the process and coordinate performance of warranty work. Coordinate performance of warranty and defective work for a period of one year following substantial completion.

## **C.6 KEY PERSONNEL**

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. The offeror shall not reassign these key personnel or appoint replacements, without written permission from the CO.

### **C.7 OTHER SERVICES**

When required and authorized by the CO, the Contractor shall provide the following services to the University:

- a. CM inspection services;
- b. Services provided within three months after completion and acceptance of construction with the exception of post construction claims services;
- c. Engineering studies and/or updates to prior studies;
- d. Other specialized services as may be requested by the CA such as updates to master or environmental plans, interior space planning, etc.
- e. Facility/Building Support Service surveys;
- f. Photographic records beyond the normal scope of inspection services provided;
- g. Areal photographs;
- h. Expert testimony; and
- i. Provision of special plant facilities and equipment such as: trailers, unusual testing apparatuses, etc.;
- j. Testing Services: When required to support work being performed under any of the major project phases, the Contractor may be asked to provide the quality/quantity testing services.

### **C.8 CONTRACTOR'S RESPONSIBILITY**

**C.8.1** TOs will be issued under this contract to implement requirements of OFRE construction projects. The numbers, types, and functional involvement of the Contractor's personnel may vary during the period of performance within each TO. However, the Contractor staff's commitment is required throughout the project as specified in the TO. The Contractor is required to take the initiative and actively pursue the earliest possible completion of all services. The Contractor must manage its staff commitments during such fluctuations among Project Phases in cooperation with the CA. Accordingly; the Contractor shall perform all the required services, including assistance in claims analysis and resolutions, and other miscellaneous services when required by the University, as appropriate, adequate and necessary to ensure that:

- C.8.1.1** The scope of the project, determined during the pre-design period, is well defined. It meets OFRE's requirements specifically and tailored to fit within the project budget;

- C.8.1.2 The project has been designed in accordance with the scope of work and applicable codes and within the allocated budget;
  - C.8.1.3 Necessary liaisons and coordinated support is maintained with project related agencies and representatives as requested by the CA, and that any needed follow-up actions are taken, regardless of responsibilities required of the A/Es; and that
  - C.8.1.4 Cost estimates prepared by A/E, where applicable, are fair & reasonable.
- C.8.2 The OFRE project is considered to be highly complex services, which the Contractor is required to provide include, but are not limited to those described or specified herein. The services so described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned. The Contractor is required to furnish all other services necessary to fulfill the undertakings set out in this contract at the fixed price for each TO.
- C.8.3 The Contractor shall provide personnel sufficient to meet the demands of the project and qualified in the planning and execution of large, technically complex construction projects. Personnel shall include but not be limited to professional design/engineering personnel, project managers, project management control system managers, construction estimators, construction CPM schedulers and construction inspectors. Contractor personnel assigned to this project shall be dedicated to the Project and during the Construction Phase located in Contractor provided office space on the project site. Design reviews and cost estimating personnel shall be located in the Contractor's office within a 20 mile radius of the University.

**C.9 EXCLUSIONS TO CONTRACTOR RESPONSIBILITY**

The Contractor shall not be held responsible for:

- C.9.1 Design deficiencies, provided the Contractor has reviewed the contract drawings and specifications during the construction phase and advised the CA of any apparent defects or omissions in a timely manner;
- C.9.2 Defects identified in the later phase of any completed work, provided that the Contractor exercised all due diligence, utilizing competent personnel within authorized definitions to make reasonably certain that construction was performed in conformity with applicable construction contract plans and specifications.
- C.9.3 Project completion delay, provided the Contractor has taken all reasonable measures to anticipate problems by the scheduled construction milestone dates and timely notifying concerned parties in writing in advance. The Contractor

shall keep CA fully updated of possible solutions in writing well in advance of anticipated delay;

- C.9.4** The Contractor is not responsible for and will not have control or be in charge of construction means, methods, techniques, sequences or procedures; safety programs or procedures; or for acts or omissions of other contractors, agents or employees, or any other persons performing any of the work. However, the Contractor must anticipate problems and immediately act to preclude or mitigate any negative effects on the construction project(s). The Contractor shall keep CA fully updated in writing of any anticipated time overruns in advance and timely advice on possible solutions.

**C.10 OFFICE FACILITIES (FIELD OFFICE ON WORK SITE)**

Unless otherwise stated in the TO, the University will provide the Contractor physical space, furniture, all office equipment and supplies, utility, telephone instruments and service, janitorial services, and security at the construction sites, if available. Therefore, any costs related to these items must be excluded from the overhead costs or markups in future price proposals for any TO. The Contractor shall be responsible for any losses of items it owned and for University property loaned for Contractor use.

**C.11 RECORDS OF SERVICES PROVIDED**

- C.11.1** Logs: The Contractor shall develop the log forms and coordinate their format and approval with the CA. The Contractor shall provide and maintain these registration logs at the work site.
- C.11.2** All Contractor employees and/or consultants and/or subcontractors shall sign the logs when reporting to and leaving the site.
- C.11.3** The logs shall be clearly legible and show services provided (e.g., review concepts, inspect foundation steel, meet with A/E to discuss availability of structural steel, etc.), location of the project; and names and positions of Contractor personnel providing the services, and the number of hours each person spent on performing the services. The originals of these logs shall be retained by the Contractor. Copies of monthly logs shall be sent along with progress payment requests to the CA. Payment requests will not be considered complete unless accompanied by the logs.
- C.11.4** Logs shall be available for inspections by the University at all times.
- C.11.5** Status Information: The Contractor shall keep CA apprised daily of project activities, schedules, and any issues relative to work in progress.

**C.12 CONTRACTOR PERSONNEL STAFFING AND ASSIGNMENTS**

- C.12.1** **Assignments:** The Contractor shall provide secretarial and clerical, administrative, and technical personnel as needed to perform work specified during all project phases. The Contractor is required to dedicate key personnel as named, committed and accepted in its proposal.
- C.12.2** **Staffing:** Before performance of any contract work, the Contractor shall provide the most appropriately qualified members of its permanent full-time staff unless the CO approves the use of other than permanent full-time personnel. The Contractor is required to submit for administrative approval by the CO listings of the project team members by names, organizations, and roles.
- C.13.3** **Subcontractors and Consultants:** Substitutions of subcontracted or Contractor firms included in the original contract are subject to the written approval of the COTR. Changes in individuals employed by these firms will be approved administratively by letter between the CO and Contractor. The Contractor must submit the list of all Sub-Consultants that they plan to use, along with staff list and qualifications.

**C.13** **ORIENTATION OF PERSONNEL:**

All staffs proposed by the Contractor shall receive an orientation program offered by the University. The Contractor shall forward the names of personnel who possess the knowledge and experience for required TO to the CA. The University will provide general guidance regarding the specific needs of its operation and procedures on an “as needed basis”.

**C.14** **CONTRACTOR PERSONNEL BUSINESS DISCIPLINES:**

The Contractor shall establish and maintain businesslike and cooperative relations with the construction contractors and representatives, the CA, and through the CA with the client agency at the work site.

- C.14.1** The Contractor shall deal with prime contractors, but not with subcontractors.
- C.14.2** Contractor personnel shall not settle disputes or differences of opinion between prime contractors and their subcontractors, or between subcontractors.
- C.14.3** Where differences of opinion exist between Contractor personnel and District personnel, the differences shall not be discussed in the presence of any contractors or their subcontractors.
- C.14.4** The Contractor shall not issue oral instructions to, or make any agreements with, prime contractors or their representatives which affect the work in material ways, or which may result in claims.
- C.14.5** The Contractor shall not assume responsibilities of the construction contractors, particularly in areas of coordination of work to be performed by subcontractors.

- C.15 CONTRACTOR EMPLOYEE QUALIFICATIONS:** The following minimum qualifications are required for each of the labor categories required on the contract.
- C.15.1 Project Manager:** A senior executive with extensive experience in the real estate and construction management field organizing and managing large or medium building construction projects of similar complexity and magnitude. The candidates for this position shall be a registered professional (AIA, PE, PMP, CMA).
- C.15.2 Project Manager Junior:** Professional Engineer in Training, Architect or Construction Manager with experience in organizing and managing large or medium building construction projects of similar complexity and magnitude.
- C.15.3 Project Engineer:** Qualified professional in this field with related experience in large or medium building construction projects of similar complexity and magnitude. Assists with project activities and performs all duties as assigned including: procurement documentation, project correspondence, design review, permitting, and invoice
- C.15.4 Construction Manager:** Qualified professional in this field with related experience in large or medium building construction projects of similar complexity and magnitude. Responsible for coordinating daily construction operations, and provides regular status and incident reports. The candidates for this position shall be a registered professional (AIA, PE, PMP, CMA).
- C.15.5 Office Administrative Support:** Assists with project activities and performs administrative duties in support of project staff.
- C.15.6 Space Planner S:** Qualified certified professional in this field with related experience in large or medium building construction projects of similar complexity and magnitude.
- C.15.7 Sr. Cost Estimator:** Qualified certified professional in this field with related experience in large or medium building construction projects of similar complexity and magnitude.
- C.15.8 M/E/P Inspector:** Qualified professional in this field with extensive related experience in large or medium building construction projects of similar complexity and magnitude
- C.15.9 Architectural Inspector:** Qualified professional in this field with extensive related experience in large or medium building construction projects of similar complexity and magnitude

- C.15.10 **Civil Structural Inspector:** Qualified professional in this field with extensive related experience in large or medium building construction projects of similar complexity and magnitude
- C.15.11 **Project Claims Analyst:** Qualified professional in this field with related experience in large or medium building construction projects of similar complexity and magnitude.
- C.15.12 **MEP Commissioning Manager:** Qualified certified professional engineer in this field with related experience in large or medium building construction projects of similar complexity and magnitude
- C.15.13 **Move Coordinator:** Qualified professional in this field with related experience in large or medium building construction projects

**C.16 GOVERNMENT RECORDS**

The Contractor shall not disclose any information or data to anyone unless approved by the District. All such information or data is reserved exclusively for use between the University and the Contractor, including employees of the Contractor's firm. When deemed appropriate, the University may authorize the release of certain information or data necessary for use by the Contractor in performance of contract work, and in such cases specific written authorization must be obtained from CO in advance. Such data so released shall not be further disseminated and shall not be considered released into the public domain. The Contractor must ensure that this clause is included in all tiers of subcontracts.

**PART 1**

**SECTION D - PACKAGING AND MARKING**

Not applicable for this procurement.



**PART 1**

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 INSPECTION:**

- E.1.1** The CO or his/her Authorized Representative will conduct all reviews and inspections for this contract.
- E.1.2** Definitions. “Services” as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
- E.1.3** The University requires that the Contractor shall implement the Project TO in a timely manner in compliance with the terms and condition of the contract and the TO.
- E.1.4** The inspection and acceptance requirements for the resultant contract will be governed by the Inspection of Services Clause in Section 6 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts dated March 2007.

**PART 1**

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of one (1) year from the date of award of the contract with two (2) one (1) year option periods.

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

**F.2.1** The University may extend the term of this contract for a maximum of two (2), one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the University will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the University to an extension. The Contractor may waive the thirty (30) day preliminary notice requirement by accepting the extension letter issued by the CO.

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

**F.2.3** The price for the option period shall be as specified in B.5 of the contract.

**F.2.4** Exercising the option will be at the sole discretion of the University.

**F.3 LENGTH OF CONTRACT**

The total duration of this contract including the exercise of any options under F.2 shall not exceed three (3) years.

**F.4 PERIOD OF PERFORMANCE FOR TOS**

The Contractor shall commence and complete work within the dates specified in the TO issued by the CO.

**F.5 PROGRESS REPORTS**

The Contractor is obligated to develop and submit to the CA all required reports including progress reports, special reports, weekly and monthly reports as required by the contract. The Contractor shall keep accurate and detailed written/computerized records of progress of the project during all stages. The Contractor shall maintain frequent contacts by

telephone, site visits, meetings with all parties involved in the project and submit a weekly written progress reports to the CA including but not limited to 1) information concerning the work of the A/E's and other contractors; 2) percentage of completion; 3) number and amounts of modifications and claims; 4) analyses of the schedules, and other analyses necessary to compare actual performance with planned performance.

## **F.7 TYPE OF CONTRACT**

- F.7.1** This is an ID/IQ contract with payments based on fixed price TOs.
- F.7.2** The Contractor shall notify the CO in writing, whenever the Contractor has reason to believe that the cost for the services as set forth in the contract will be either greater or substantially less than the cost reimbursement ceiling.
- F.7.3** The Contractor shall not exceed line item ceilings, cost category ceilings or total contract ceilings without a duly executed modification to the contract.
- F.7.4** As part of the notification, the Contractor shall provide the CO a revised estimate of the cost of performing the services as set forth in the contract.

## **F.8 DELIVERABLES**

- F.8.1** The Contractor shall submit to the University, as a deliverable, the report described in section H.4 of this contract that is required by the 51% District Residents New Hires Requirement and First Source Employment Agreement for each TO that is \$100,000.00 and over. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid. (Refer to H.4).
- F.8.2** In performing a TO, Contractor shall submit to the University all deliverables identified in the Contract and TO.
- F.8.3** The Contractor shall submit all reports in writings according to the following schedules:

<b>Item No.</b>	<b>TYPE OF REPORTS</b>	<b>DUE DATES</b>
1	Monthly Status Reports (See §§C.4.1.4, C.4.1.6, and C.4.1.11)	Within 3 working days after the beginning of each month that a TO was executed.
2	Records and Minutes of Meetings (See §§C.4.1.8 and C.4.1.28)	Within 48 hours of the meeting
3	Records on daily activities. (See §C.4.1.19, C.4.1.25)	Prior to final payment.

4	Closeout Documents (See §C.5.5 and C.7.3)	After commissioning
5	Special Reports	As Required
6	Deficiency Reports	Within 48 hours of identification
7	All Other Reports related to the project	As Required
8	Certificate of Insurance (See §I.5.2)	With every TO proposal received

**F.8.4** The Offeror shall submit a subcontracting plan (See §M.4.8 and Attachment J.1.4) with its proposal for the CO's approval.

**PART 1**

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 INVOICE PAYMENT**

**G.1.1** The University will make payments to the Contractor, upon the submission of proper invoices or vouchers, at the fixed price for each TO, for services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

**G.1.2** The University will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G.2 INVOICE SUBMITTAL**

**G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in triplicate and submitted to the Agency Chief Financial Officer (CFO) with concurrent copies to the CA specified in Section G.7.1. The address of the CFO is:

**Name:** Ibrahim H. Koroma, CPA  
Chief Financial Officer  
**Address:** 4200 Connecticut Avenue, NW,  
Building 38, Room 302  
Washington, DC 20008  
**Telephone:** (202) 274-5415

**G.2.2** To constitute a proper invoice, the Contractor shall submit the following information:

**G.2.2.1** Contractor's name and invoice date (Contractor is encouraged to date invoices as close to the date of mailing or transmittal as possible);

**G.2.2.2** Contract number, encumbrance number, and assignment of an invoice number by the Contractor are also recommended;

**G.2.2.3** Description, amount of payment requested, quantity, and the dates of the work performed, based upon the approved schedule if a schedule is required by the TO;

**G.2.2.4** Other supporting documentation or information, as required by the CO and CA;

**G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

**G.2.2.6** Name, title, phone number of person preparing the invoice;

**G.2.2.7** Name, title, phone number and mailing address of person, if different from the person identified above to be notified in the event of a defective invoice, and

**G.2.2.8** Authorized signature.

**G.3 METHOD OF PAYMENT**

**G.3.1** The University will make payment for each TO based upon the terms of the individual TO. The University will make payment based upon the TO Invoice Payment Schedule on a monthly basis in accordance with the appropriate clauses of the Contract and of the Standard Contract Provisions, when the following conditions exist:

**G.3.1.1** The Contractor has performed work and was accepted by the University,

**G.3.1.2** The Contractor has submitted his/her invoice, and

**G.3.1.3** No more than one invoice prepared and submitted by the Contractor every month.

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

**G.3.2.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.3.5.

**G.3.2.2** No final payment shall be made to the Contractor until the CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements. This clause applies to final payment under each TO that is \$100,000.00 and over.

**G.4 ASSIGNMENTS**

**G.4.1** In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

**G.4.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party. The Contractor shall submit an assignment for each TO.

**G.4.3** Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

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

**G.5.1** In accordance with Title 8, DCMR 3001.5 contracts may be entered into and signed on behalf of the District only by CO(s) s. The address and telephone number of the COs authorized to sign TO(s) under this contract is:

*Sherry Jones-Quashie  
Director and Contracting Officer  
Capital Procurement Division  
4200 Connecticut Avenue, NW  
Building 39, Suite 38-C04  
Washington, D.C. 20008*

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

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

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

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

**G.7 CO'S TECHNICAL REPRESENTATIVE (COTR)**

**G.7.1** The CA is responsible for the technical administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as specified in writing by the CO. The CA for this contract is:

*Eric Thompson  
Facilities and Real Estate Division  
4200 Connecticut Avenue, NW  
Building 38, Room 38-C01  
Washington, DC 20008*

**G.7.2** It is fully understood and agreed by the Contractor that the CA shall not have any authority to make changes in the scope of work, price or terms and conditions of the contract or the TO(s).

**G.7.3** Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the CO, and may be denied compensation or other relief for any additional work performed that is not authorized by the CO in writing. In addition, Contractor may also be required at no additional cost to the University, to take all corrective action necessitated by reason of the unauthorized changes.

## **G.8 THE QUICK PAYMENT CLAUSE**

### **G.8.1 Interest Penalties to Contractors**

**G.8.1.1** The University will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery property or service is made on or before:

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

**G.8.1.2** **Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.**

### **G.8.2 Payments to Subcontractors**

**G.8.2.1** The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the University for work performed by any subcontractor under a contract:

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



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

**G.8.2.2** The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

**G.8.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.8.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the University is a party. The University may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**G.8.3 Contractor Obligation to Flow Down Interest Provision**

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

**G.9 ORDERING LIMITATIONS**

**G.9.1 MINIMUM ORDER:** The University guarantees the minimum order limitation to the Contractor in the amount of \$250.00 per year on the contract.

**G.9.2 MAXIMUM ORDER:** There will be a maximum of \$950,000.00 per year on the contract. The University may issue any number of TOs, in any amount, the cumulative total of which cannot exceed \$950,000.00.

**G.9.3 TOTAL CONTRACT AMOUNT:** The total amount for three (3) years shall not exceed \$2,850,000.00.

**G.10 TASK ORDERING PROCEDURES**

**G.10.1 Ordering:** Any services to be performed under this contract shall be based on fixed price TO(s) issued in writing and signed by the CO. All TOs are subject to the terms and conditions of this contract. In the event of conflict between a TO and this contract, the contract shall control.

**G.10.2** As the need exists for performance under the terms of this contract, the CO shall notify the contractor of an existing requirement via the issuance of a RFTOP. The RFTOP will detail the project scope.

**G.10.3** If the University feels that the price submitted by the Contractor for the RFTOP is not reasonable, the University will negotiate the price and then issue a TO to the Contractor.

**G.10.4** Upon receipt and acceptance of the TO, the Contractor shall take necessary action to comply with the requirements and the period of performance stated in the TO.

**G.10.4.1** Each TO shall include the following information:

- (1) Specific scope of requirement inclusive of all tasks and deliverables
- (2) Date of the TO
- (3) Contract number and TO number
- (4) Number of hours in each labor category with unit price
- (5) TO performance period or delivery schedule
- (6) TO administrator or point of contact if different from the CA
- (7) Place of performance

**G.10.4.2** The CA shall be responsible for the daily administration of the TOs and the performance of the Contractor.

**G.11 TASK ORDER COMPETITION**

Under this Contract, the University shall offer CM services for various construction projects to IDIQ Contractors. It is the University's intention that all IDIQ Contractors shall have an opportunity to provide services to the University. Each successive RFTOP the University issues will specify the basis for award. The University will award individual TOs for those projects exclusively to IDIQ Contractors holding IDIQ contracts.

When issuing an RFTOP, in its sole discretion, the University will solicit two (2) or more IDIQ Contractors who were not solicited for the most recent TO; except that the University may solicit a Contractor(s) previously solicited for the most recent if necessary in order to obtain competition. In determining which IDIQ Contractors the University will solicit for a RFTOP, the University may consider current work load (TOs and otherwise), current responsibility, and past performance on projects received under their IDIQ Contract.

**G.11.1** For each successive RFTOP the University may solicit at least two (2) IDIQ Contractors who did not receive an opportunity to respond to the most recent RFTOP issued, except under the following circumstances:

**G.11.1.1** The University's need for the essential services or supplies is urgent and providing an opportunity to all Contractors would result in unacceptable delays;

**G.11.1.2** Only one (1) Contractor is capable of providing the services at the level of quality required because the services ordered are unique or highly specialized;

**G.11.1.3** The TO must be issued on a sole source basis in the interest of economy or efficiency because it is a logical follow-on to a TO already issued under the contract, provided that there was competition pursuant to the procedures in this clause to be considered for the original TO; or

**G.11.1.4** The CO determines that only one (1) Contractor has the current capacity to fulfill the requirement.

**G.11.2** In determining which IDIQ Contractors will be solicited for each RFTOP, the University will also consider factors such as past performance, quality; timeliness, special expertise, capacity or other factors the CO determines are relevant to a particular requirement. Timely performance by an IDIQ Contractor is very important.

- G.11.3** Failure to diligently prosecute the work on a currently awarded TO under this IDIQ CM services contract will be cause for the CO not to include the Contractor in the competitive fair-opportunity pool for future TOs. When the Contractor has corrected its delinquency, the Contractor will be considered for competition in future TOs.
- G.11.4** **IDIQ Contractors shall submit offers on all projects for which they are solicited by the University.** In the event a Contractor is unable to submit an offer in response to RFTOP, the Contractor shall notify the CO electronically, via e-mail and by U.S. mail and state in writing the reasons for declining to submit an offer. In the event a Contractor fails to submit an offer for three (3) projects offered within a contract year, the Contractor waives their right to the minimum guarantee for that contract year. The CO will notify the Contractor in writing when their offer record indicates an unacceptable offering rate. In the event the Contractor fails to correct this situation, the University reserves the right to unilaterally cancel the IDIQ contract without further obligation or liability to the University.

**PART 1**

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**H.1 UNIVERSITY'S RESPONSIBILITY**

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

**H.2 UNIVERSITY-FURNISHED EQUIPMENT/MATERIALS**

**H.2.1** The Contractor, with his own forces, shall maintain all University-furnished equipment during the performance of work.

**H.2.2** The Contractor shall be responsible for the loss or damage to University-furnished property.

**H.2.3** The Contractor shall follow the instruction given by the CA regarding the disposition of all University-furnished equipment.

**H.2.4** All University supplied equipment for use by the Contractor shall be returned to the CA in good condition before the final payment is processed. The final payment will not be processed unless it contains all release(s) relating to University-furnished equipment and/or materials from CA.

**H.3 SUBCONTRACTS:**

**H.3.1** Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the University.

**H.3.1.1** The Contractor shall be as fully responsible to the University for the acts and omissions of subcontractor and of persons employed by them as he is for the acts and omissions of persons directly employed by him.

**H.3.1.2** The Contractor shall be responsible for the coordination of the subcontractor and material persons engaged upon his work.

**H.3.1.3** The Contractor shall, without additional expense to the University, utilize the services of specialty subcontractor of those parts of the work which are specified to be performed by specialty subcontractor.

**H.3.1.4** The University will not undertake to settle any differences between the Contractor and his subcontractor or between subcontractors.

**H.3.2** No portion of the contract shall be subcontracted except with the prior written consent of the CO, and such consent, when given, shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Request(s) or permission to subcontract any portion of the contract shall be in writing and

accompanied by: (a) a showing that the organization which will perform the work is particularly experienced and equipped for such work, and (b) an assurance by the Contractor that the Labor Standards Provisions set forth in this contract shall apply to labor performed on all work encompassed by the request(s). The request(s) also shall provide the following information:

**H.3.2.1** Subcontractors name, address, telephone number, and Federal Social Security Number used on the Employers Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

**H.3.2.2** Estimated dollar amount of the subcontract.

**H.3.2.3** Estimated starting and completion dates of the subcontract.

**H.3.2.4** The subcontractor approval request form included herein shall be used to request approval of subcontractor on this project. The form shall be completed for each subcontractor requested for approval and submitted to the CO. Copies of these forms are available upon request from the CA.

**H.3.3** Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the University will have the right to review and approve prior to its execution by the Contractor. The Contractor shall assure that any subcontract contains the required flow-down provisions of this contract. Notwithstanding any such subcontract approved by the University, the Contractor shall remain liable to the University for all Contractor's work and services required hereunder.

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

**H.4.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. ("First Source Act").

**H.4.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, in which the Contractor shall agree that:

**H.4.2.1** The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services ("DOES"); and

**H.4.2.2** The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**H.4.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") verifies its compliance with the First Source

Agreement for the preceding month. The contract compliance report for the contract shall include the:

- H.4.3.1** Number of employees needed;
- H.4.3.2** Number of current employees transferred;
- H.4.3.3** Number of new job openings created;
- H.4.3.4** Number of job openings listed with DOES;
- H.4.3.5** Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- H.4.3.6** Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including;
  - H.4.3.6.1** Name;
  - H.4.3.6.2** Social Security number;
  - H.4.3.6.3** Job title;
  - H.4.3.6.4** Hire date;
  - H.4.3.6.5** Residence; and
  - H.4.3.6.6** Referral source for all new hires.

**H.4.4** If the contract amount is equal to or greater than \$100,000.00, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.4.5** With the submission of the Contractor's final request for payment from the University, the Contractor shall:

- H.4.5.1** Document in a report to the CO its compliance with the section H.4.4 of this clause; or
- H.4.5.2** Submit a request to the CO for a waiver of compliance with section H.4.4 and include the following documentation:
  - H.4.5.2.1** Material supporting a good faith effort to comply;
  - H.4.5.2.2** Referrals provided by DOES and other referral sources;
  - H.4.5.2.3** Advertisement of job openings listed with DOES and other referral sources; and
  - H.4.5.2.4** Any documentation supporting the waiver request pursuant to section H.4.6.

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

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

**H.4.6.2** The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

**H.4.6.3** The Contractor enters into a special workforce development training or placement arrangement with DOES; or

**H.4.6.4** DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.4.7** Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.4.5 and H.4.6, the CO shall determine whether the Contractor is in compliance with section H.4.4 or whether a waiver of compliance pursuant to section H.4.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the CFO and the CA.

**H.4.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.4.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the CO pursuant to this section H.4.8.

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

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

**H.5.1** At any time or times before final payment and three (3) years thereafter, the CO may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be reduced by amounts found by the CO not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the University and an overpayment is found, the Contractor shall reimburse the University for said overpayment within thirty (30) days after written notification.



**H.5.2** The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the University under the contract that results from this solicitation.

**H.5.3** The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

**H.5.4** The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the CO.

**H.5.5** Persons duly authorized by the CO shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

**H.5.6** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

**H.6 PUBLICITY:**

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

**H.7 FREEDOM OF INFORMATION ACT:**

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

the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

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

**H.9 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED:**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 (1983) *et seq.*

**H.10 LIVING WAGE ACT OF 2006:**

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

**H.10.1 WAY TO WORK AMENDMENT ACT OF 2006**

- H.10.1.1** Except as described in H.10.1.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”) for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.10.1.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.10.1.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.10.1.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.10.1.5** The Contractor shall provide a copy of the Fact Sheet attached as J.1.3 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.3 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a

provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

**H.10.1.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

**H.10.1.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

**H.10.1.8** The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the University;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is

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

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

**H.10.1.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

**PART 11**

**SECTION I - CONTRACT CLAUSES**

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

Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007 is incorporated herein by reference, with the same force and effect as if given in full text.

**I.2 DEPARTMENT OF LABOR**

The applicable Service Contract Act Wage Determination No. 2005-2103, Revision No. 12 dated 06/13/2012 is Attachment J.1.2.

**I.3 CONFLICT OF INTEREST:**

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

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

**I.4 EQUAL EMPLOYMENT OPPORTUNITY:**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated in Section K. An award cannot be made to any Offeror who has not satisfied the equal employment requirements as set forth by the Department of Small and Local Business Development.

**I.5 INSURANCE:**

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

**I.5.1 GENERAL REQUIREMENTS.** Prior to commencement of any work under this Contract, and in addition to other insurance bonds or securities required by law or under the Contract terms, the Contractor shall procure and maintain during the life of the Contract; except for General Liability, and required Professional Liability,

and any required Employment Practices Liability insurance which shall be maintained for five (5) years after the District's acceptance of the work; the following types of insurance:

**I.5.1.1 Commercial General Liability Insurance.** The Contractor shall furnish evidence satisfactory to the CO with respect to the operations performed by it, its employees and subcontractor, it carries in its own behalf, Owners' and Contractors' Protective Liability Insurance with minimum \$2,000,000.00 per occurrence limit and \$5,000,000.00 per aggregate for bodily injury and property damage. If this Contract is for building construction, the Commercial General Liability policy must be endorsed to include coverage for Explosion, Collapse and Underground (XCU). The policy must name the University as an additional insured, contain a waiver of subrogation, and state that coverage is primary and non-contributory.

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

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

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

**I.5.1.5 Professional E&O Liability.** The policy must provide limits of \$2,000,000.00 per claim and a \$2,000,000.00 aggregate. The Contractor shall maintain such insurance for five (5) years following the University's final acceptance of the work. The policy will cover the Design/Builder, its subcontractor and subcontractors of every tier, and shall identify the University as the Project Owner on the policy.

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

policies of insurance shall provide for at least thirty (30) days written notice to the CO prior to their termination or material alteration.

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

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

**I.5.5 MEASURE OF PAYMENT.** The University will not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the lump sum offer price.

**I.6 PRE-AWARD APPROVAL:**

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

**I.7 CONFIDENTIALITY OF INFORMATION:**

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

**I.8 TIME:**

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

**I.9 OTHER CONTRACTORS:**

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

**I.10 INCORPORATION AND ORDER OF PRECEDENCE:**

**Contracts:** The following documents are incorporated herein by reference and in case of any discrepancy the following Order of Precedence shall apply: (1) Supplies

or Services and Price/Cost Section (Section B), (2) Work Statement (Section C), (3) Special Contract Requirements (Section H), (4) Contract Clauses (Section I), and (5) Government of the District of Columbia Standard Contract Provisions for use with or use with District of Columbia Government Supplies and Services Contracts, March 2007 (Attachment J.1.1), (6) Subcontracting Plan (Attachment J.1.4), (7) Determination Number: 2005-2103 Revision No. 12 dated 06/13/2012 (Attachment J.1.3) (8) The Living Wage Act Notice and Fact Sheet (Attachment J.1.3), (9) Certifications and Representation (Section K), (10) Contractor's bid, and (11) First Source Employment Agreement (Attachment J.2.2).

**TOs:** Unless the University otherwise provides in a TO, a revised Order of Precedence and list of Incorporated Documents, the following documents are incorporated by reference in each TO issued hereunder. In case of any discrepancy the following Order of Precedence shall apply: (1) Supplies or Services and Price/Cost Section (Section B), (2) Scope, Specifications (in TO or TO Attachments); (3) Special TO Requirements (See TO); (5) Contract Clauses (Section I); (6) US-DOL Wage Determination Rates (Contract and TO and/or TO Attachment); and (7) Government of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (Attachment J.1.1), (8) Attachments J.1.2, J.1.3, and J.1.4.

## **PART 111**

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

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

J.1.1 Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts, March 2007



- J.1.2 Wage Determination No. 2005-2103 Revision 12, dated 06/13/2012
- J.1.3 The Living Wage Act Notice and Fact Sheet
- J.1.4 Subcontracting Plan Form (This form shall be submitted with each RFTOP)

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

J.2.1 Offer Letter

Offerors shall complete and incorporate in their proposal package the following forms located at [www.ocp.dc.gov](http://www.ocp.dc.gov) under solicitation attachments.

J.2.2 First Source Employment Agreement

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

J.2.4 Tax Certification Affidavit

**J.3 ORDER OF PRECEDENCE**

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

- a. The Specifications in Section C of the solicitation ;
- b. Clauses as outlined in the solicitation ;
- c. Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, March 2007 ; and
- d. Other documents, exhibits, and attachments.

**PART 1V**

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

- K.1.** Certification of Eligibility
- K.2.** Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction
- K.3** Payment to Subcontractor and Suppliers Certification

**K.4** Certification of Independent Price Determination

**K.5** Employment Agreement

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

**K.7** Certification as to Type of Business Organization

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

**K.1**

**CERTIFICATION OF ELIGIBILITY**

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

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

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

Does not have a proposed debarment pending; and

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

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

\_\_\_\_\_

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_

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

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

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

**K.2**

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

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

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

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

Does not have a proposed debarment pending; and

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

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

Contractor	President or Authorized Official
Date	Title

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_

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

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

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

**K.3**

**PAYMENT TO SUBCONTRACTOR AND SUPPLIERS CERTIFICATE**

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

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

Certification shall be made on the following standard form:

To:

*Sherry Jones-Quashie, Director  
Capital Procurement Division  
4200 Connecticut Avenue, NW  
Building 38, Room 38-C04  
Washington, D.C. 20008*

I hereby certify:

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**K.4**

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

---

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

**K.5**

**EMPLOYMENT AGREEMENT**

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

**K.6**

**BUY AMERICAN CERTIFICATION**

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

\_\_\_\_\_ EXCLUDED END PRODUCTS

\_\_\_\_\_ COUNTRY OF ORIGIN



**K.7**

**TYPE OF BUSINESS ORGANIZATION**

The Offeror, by checking the applicable box, represents that

(1) It operates as:

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

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

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

**PART 1V**

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

**L.1 CONTRACT AWARD:**

**L.1.1** From this solicitation, the University intends to award up to five (5) ID/IQ contracts to responsible Offeror(s) whose offer 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.1.2 Initial Offers**

The University may award multiple 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.2 BEST AND FINAL OFFERS:**

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

**L.3 PRE-PROPOSAL CONFERENCE:**

**L.3.1** A pre-proposal conference to discuss the contents of this solicitation and other pertinent matters will be held on Wednesday, November 26, 2012, *at 10:00 a.m.*, at the following location:

*University of the District of Columbia  
4200 Connecticut Avenue, NW  
Large Board Room, 3<sup>rd</sup> Floor, Building 39  
Washington D.C. 20008*

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

**L.3.3** Impromptu questions will be permitted and spontaneous answers will be provided at the University's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the University's final position. All oral questions must be submitted in writing following the close of the pre-bid conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective Offerors who are listed on the official bidder's list as having received a copy of the solicitation. Answers will also be posted on the UDC website at [www.udc.edu](http://www.udc.edu).

**L.4 PREPARATION AND SUBMISSION OF OFFER:**

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

**L.4.2** Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. *GF-2012-R-0071*, "*ID/IQ for Construction Management (CM) Services*".

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

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

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

**L.4.6 TECHNICAL PROPOSAL VOLUME CONTENTS:**

**L.4.6.1 VOLUME 1, TECHNICAL CAPABILITY INFORMATION.** The Technical proposal shall be prepared in accordance with the instructions and format given in this section. Failure to provide a Technical proposal may render an offeror's proposal incomplete and unacceptable for award. In order for the University to evaluate the Offeror's understanding of the contract requirements, Offerors are required to discuss their technical and administrative capabilities in a manner that demonstrates these are adequate to meet contract requirements. Offerors are strongly cautioned to follow the format below in preparing their proposals. This will allow for ease of evaluation. Proposals will be evaluated in accordance with the evaluation

criteria listed in Section M.3, Evaluation Criteria. Technical Proposals shall not include price or pricing information.

**L.4.6.1.1 PROFESSIONAL QUALIFICATIONS**

Describe professional qualifications of firm providing and performing professional construction management services for different types of facilities and clients. Show experience in managing and performing work as set forth in Section C, “Statement of Work”. Discuss the firm’s depth of resources available for project/client support. Discuss special capabilities that the firm has developed that distinguish firm as a leader in the professional CM arena. Provide an org chart that shows all the firms divisions. Include a table that lists in summary the total staff and their area of discipline.

**L.4.6.1.2 ORGANIZATION & PERSONNEL EXPERIENCE**

**L.4.6.1.2.1** Provide an Organizational Chart listing company; personnel, their titles and roles.

**L.4.6.1.2.2** Describe the support and interface with your home office or corporate headquarters for such aspects as financial, management and technical support.

**L.4.6.1.2.3** Identify the key personnel who will manage the overall Offeror efforts and perform the duties required in this solicitation.

**L.4.6.1.2.4** Describe the education, training, experience and professional affiliation (i.e. AIA, PE, PMP) of the key personnel. Include resumes for designated key personnel.

**L.4.6.1.2.5** Describe the extent of the proposed team’s experience in performing CM services for facilities construction. Show experience in managing and performing work as set forth in Section C, “Statement of Work” and highlight any special capabilities. Indicate any previous successful experience by same team members working together.

**L.4.6.1.3 UTILIZATION OF CM TOOLS AND APPLICATIONS**

Describe the capability and experience of firm and team on using web-based construction management tools and applications to interact with the University, GC and A/E. Detail systems used, developed, and implemented at similar sized construction projects. Explain how these systems helped the overall project(s) in terms of communications, coordination and efficiency.

**L.4.6.1.4 PAST PERFORMANCE**

Past Performance includes current on-going (present) performance. Do not include price or pricing information in this section.

**L.4.6.1.4.1** Offerors are to provide information to demonstrate successful experience as a CM professional service contractor on at least three (3) similar projects within the past five (5) years. Similar project is defined as a project that is comparable in nature, type, and complexity as defined by all of the following characteristics:

- (1) The project involved a new building or existing structure;
- (2) The project involved LEED Silver or higher Certification.
- (3) The project required coordination with occupied space in an existing building or an adjacent building and/or a site related building to maintain operations during construction;
- (4). The project involved requirements for noise control;
- (5) The project involved a restricted site with limited space for material staging plus requirements for maintaining pedestrian and vehicular traffic flow around site; and

- (6) The total project construction cost at award of the construction contract(s) was greater than \$50 million.
- (7) For each project listed indicate the following: Owner, Award Date, Completion Date, A/E firm, CM firm, and GC firm, verifiable contact information for each project submitted whether Change Order where owner inspired or contractor inspired.
- (8) Also for each project listed indicate the number of change orders; total value of change orders submitted, total value of change orders approved; whether the Change Order was owner inspired or contractor inspired, and whether the project was completed on time or time extension beyond contract terms.

**L.4.6.1.4.2** Past Performance References – Offerors shall provide a list of references for each of the projects identified in response to (L.4.6.1.4.1). Such information shall, at a minimum, include: Owner’s name and address, point(s) of contact for the Owner, A/E firm, GC firm with telephone and fax numbers. This is to obtain an independent evaluation of prior contract performance for use in evaluating Past Performance.

**L.4.6.1.4.3** Offerors lacking relevant Past Performance experience may submit experience information regarding predecessor companies, key personnel of the Offeror, and/or subcontractors that will perform major or critical aspects of the work as set forth in Section C, “Statement of Work”. Information submitted to satisfy the requirements of § L.4.6.1.4 shall, at a minimum, include: Name(s) of Predecessor Company/Subcontractor or Key Personnel and include: Complete Address and Point of Contact; Telephone, Fax Number and email address; and a brief synopsis of the experience (a resume may be submitted for "Key Personnel") and relevancy to this project.

**L.4.6.1.4.4** Offerors are advised that the University may use all data provided by the Offeror in this volume and data obtained from other sources, to include but not limited to Government-wide databases, in the development of performance confidence assessments. Past Performance information on contracts not listed by the Offeror, or that of planned subcontractors, may also be evaluated. The University may contact references provided by the Offeror, as well as any other source it identifies, and information received may be used in the evaluation of the Offeror's Past Performance. While the University may elect to consider data obtained from other sources, the burden of providing current, accurate and complete Past Performance information rests with the Offeror.

**L.4.6.1.5 PROJECT MANAGEMENT PLAN**

**L.4.6.1.5.1** Offeror shall provide a detailed Project Management Plan (PMP) which defines objectives, allocation of resources, communications and recommended procedures. The PMP shall include methodology and overall approach to meeting the project requirements. Include specific discussion on change order, RFI and quality assurance and quality control management. The PMP shall not exceed 20 pages in length.

**L.4.6.2 VOLUME 2, PRICE INFORMATION**

**L.4.6.2.1** Provide completed pricing sheets from Section-B of this RFP; attachments to the pricing sheets from the Offeror which detail pricing/information may be included as supporting document.

**L.4.6.2.2** Amendments, if any, attachments J.2.2, J.2.3, and J.2.4 of this solicitation, and Representations and Certifications - Section K with all entries completed. All copies must contain original signatures (dark blue ink) on all documents signed. Be sure that all information is correct and accurate.

**L.5 OFFER SUBMISSION DATE AND TIME:**

Offer must be submitted no later than *2:00 p.m. local time on Tuesday, December 4, 2012.*

**L.6 WITHDRAWAL OR MODIFICATION OF OFFER:**

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

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

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

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

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

**L.7.2 Postmarks**

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

**L.7.3 Late Submissions**

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

**L.7.4 Late Offer**



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

**L.7.5 Late Modifications**

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

**L.8 HAND DELIVERY OR MAILING OF OFFER TO:**

*University of the District of Columbia  
4200 Connecticut Avenue, NW  
Building 38, Room C-04  
Washington, D.C. 20008*

**L.9 SUBMISSION OF SUBCONTRACTING PLAN**  
(To be submitted in accordance with TO requirements)

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

**L.10 ERRORS IN OFFER**

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

**L.11 QUESTIONS ABOUT THE SOLICITATION**

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

**L.12 FAILURE TO SUBMIT OFFER**

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

**L.13 OFFER PROTESTS**

**L.13.1** All protests by interested parties shall be filed in writing and submitted to the Chief Contracting Officer (CCO). For protest purposes, an “interested party” means an actual or prospective bidder of offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

**L.13.2** A protester shall file the protest within seven (7) working days after the protester knew or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based.

**L.13.3** The University shall not consider protests filed after seven (7) working days. The CCO shall issue a written decision on the protest within ten (10) working days after receipt of the protest.

**L.13.4** Each protest filed with the CCO shall identify the solicitation or contract number and shall include the name, address and phone number of the protestor.

**L.13.5** The protestor or representative shall serve the protest on the University by obtaining written and dated receipt from the President or President’s designee.

**L.13.6** The University may request additional information in support of the protest.

**L.13.7** When a protest is timely filed with the University prior to an award, the University shall withhold the award of the contract, pending a decision on the protest, unless the President or President’s designee overrides the automatic stay.

**L.13.8** if applicable, the University may require bidders or offerors, before expiration of the time for acceptance of their bid or offer, to extend the time for acceptance to avoid the need for a re-solicitation.

**L.13.9** The protestor may appeal the written decision of the CCO within ten (10) working days after receipt of the written decision to the Contracts Review Committee.

**L.13.10** The Contracts Review Committee shall issue a written decision within thirty (30) calendar days after receipt of the appeal. Any failure of the Contracts Review Committee to issue a written decision within the thirty (30) calendar days shall constitute a denial of the protest and shall authorize the contractor to appeal the protest to the Contract Appeals Board.

**L.13.11** Upon written request of the protestor, an informal hearing may be held at the sole discretion of the Contracts Review Committee.

**L.13.12** Each protestor intending to appeal the Contracts Review Committee's decision shall file an appeal to the District of Columbia Contract Appeals Board (CAB). In order for the CAB to consider the appeal, the protestor shall file the appeal within ten (10) working days after the protestor receives a written decision from the Contracts Review Committee.

**L.13.13** The CAB shall have exclusive jurisdiction to hear and decide protests and appeals from written decisions of the Contracts Review Committee.

**L.13.14** The Contractor shall exhaust all administrative review procedures provided in this Section fully and properly before appealing to the CAB.

**L.14 SIGNING OF OFFER:**

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

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

**L.15 ACKNOWLEDGMENT OF AMENDMENTS:**

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

**L.15 ACCEPTANCE PERIOD:**

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

**L.16 LEGAL STATUS OF OFFEROR:**

- L.16.1** Each offer must provide the following information:
- L.16.2** Name, Address, Telephone Number, Federal Tax Identification Number and DUNS Number of Offeror;
- L.16.3** District of Columbia license, registration or certification, if required by law to obtain such license, registration or certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements;
- L.16.4** If the Offeror is a partnership or joint venture, names of general partners or joint ventures and copies of any joint venture or teaming agreements; and
- L.16.5** The University reserves the right to request additional information regarding the Offeror’s organizational status.

**L.17 LOCAL OPERATING FACILITIES:**

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

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

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

All contractual correspondence must be directed to:

*Sherry Jones-Quashie, Contracting Officer  
Capital Procurement Division*

4200 Connecticut Avenue, NW  
Building 38, Room 38-C04  
Washington, D.C. 20008

**L.19 OFFER DOCUMENTS:**

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

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

**L.19.3** Amendments/Addenda to solicitation documents and solicitation material are available from the issuing office.

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

**L.20.1** Offerors will be held to have:

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

**L.20.1.2** Verified conditions at the site.

**L.21 STANDARDS OF RESPONSIBILITY**

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

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

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

**L.21.1.3** A satisfactory performance record;

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

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

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

- L.21.1.7** The necessary production, construction and technical equipment and facilities or the ability to obtain them, and
  - L.21.1.8** Other qualifications and eligibility criteria necessary to receive an award under the applicable laws and regulations.
- L.21.2** If the prospective Contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective Contractor to be non-responsible.

**PART V****SECTION M - EVALUATION PREFERENCE POINTS****M.1 EVALUATION FOR AWARD [Not applicable to TOs]**

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

**M.2 EVALUATION CRITERIA**

Proposals will be evaluated based on the following technical and price evaluation factors listed in descending order of importance. The Technical Proposal must include necessary information to enable evaluators to form a concrete conclusion of the offeror's ability to manage and perform the work identified in the solicitation. The evaluation of each Technical Proposal shall measure the ability of the Offeror to effectively manage general construction projects, provided in response to the submission requirements specified in Section L.4.6.

**M.2.1 Volume 1 – Technical Capability Information Evaluation **60 Points******Factor 1 – Professional Qualifications (Maximum 15 Points)**

Describe professional qualifications of firm providing and performing professional construction management services for Universities and or modern educational facilities. Show experience in managing and performing work as set forth in Section C, "Statement of Work." Discuss the firm's depth of resources available for project/client support. Discuss special capabilities that the firm has developed that distinguish firm as a leader in the professional CM. Include experience of the team in using web-based construction management tools and application to interact with clients/District Agencies, A/E firms, and General Contractors. Explain how these systems helped the overall project(s) in terms of communications, coordination and efficiency.

Sub factor 1 – Contractor's understanding of tasks required to successfully manage construction projects at University's and or modern educational facilities. **(Maximum 10 points)**

Sub factor 2 –C Contractor's utilization of web-based CM tools and applications **(Maximum 5 points)**.

**Factor 2 – Organization and Team Experience (Maximum 15 Points)**

Provide an organizational chart listing company key personnel and their roles and titles. Include education, training, experience and professional affiliation (i.e. AIA, PE, PMP) of key personnel.

**Sub factor 1 – Organizational Chart (Maximum 5 points)**

**Sub factor 2 – Resume of key personnel illustrating their experience and qualifications (Maximum 5 points)**

**Sub factor 3 – Two letters of recommendation for each proposed key personnel (Maximum 5 points)**

**Factor 3 – Past Performance (Maximum 30 Points)**

Offerors are to provide information to demonstrate successful experience as a CM professional service contractor on at least five (5) similar projects within the past five (5) years. Past performance includes current on-going (present) performance. Similar project is defined as a project(s) at a University or modern educational facility that is comparable in nature, type, and complexity as defined by all of the following characteristics: The project involved a new building or an adjacent building and/or a site related building to maintain operations during construction; the project required coordination with occupied space in an existing building or an adjacent building and/or a site related building to maintain operations during construction; the project involved requirements for noise control. Include a past performance evaluation or letter of recommendation for each of the submitted projects.

**Sub factor 1 – Similar projects in the past five (5) years (Maximum 20 points)**

**Sub factor 2 – Project achieved LEED Silver or higher certification (Maximum 5 points)**

**Sub factor 3 – Past performance evaluations/letter of recommendation for each project (Maximum 5 points)**

**M.2.2 Volume 2, Price Proposal Evaluation**

**40 Points**

The price proposal evaluation will be objective. *The extended prices for the base year and the option years will constitute the total price for the purpose of the price evaluation.* 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:



$$\frac{\text{Lowest price proposal} \times 40}{\text{Price of proposal being evaluated}} = \text{Evaluated price score}$$

**M.2.3 Preference Points (12 Points)**

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

**M.2.4 Total Points**

The total points awarded under the solicitation are 112.

**M.3 OPEN MARKET CLAUSES WITH SBE SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)**

**M.3.1 Preferences for Local Businesses, Disadvantaged Businesses, 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” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D,C, Law 16-33, effective October 20, 2005, the District will apply preferences in evaluating bids or 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.**

**M.3.2 Required Small Business Enterprise (SBE) Subcontracting Set-Aside**

35% of the total dollar value of this contract has been set-aside for performance through subcontracting with businesses certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, as small business enterprises. Any prime contractor responding to this solicitation shall submit within 5 days of the CO’s request, a notarized statement detailing its subcontracting plan. Once the plan is approved by the CO, changes will only occur with the prior written approval of the CO.

**M.3.3 General Preferences**

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

**M.3.3.1** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;

- M.3.3.2** Five percent reduction in the bid price or the addition of five points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.3.3.3** Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.3.3.4** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.3.3.5** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.3.3.6** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

**M.3.4 Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

- M.3.4.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a RFP.
- M.3.4.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.3.4.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.3.4.4** Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition

of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

**M.3.4.5** Any prime contractor that is an DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

**M.3.4.6** Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

**M.3.5 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 for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

**M.3.6 Preferences for Certified Joint Ventures**

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

**M.3.7 Vendor Submission for Preferences**

**M.3.7.1** Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

**M.3.7.1.1** Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

**M.3.7.1.2** Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

**M.3.7.2** 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: LSDBE Certification Program  
441 4<sup>th</sup> Street, N.W., Suite 970N  
Washington, DC 20001

**M.3.7.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.3.8** **Subcontracting Plan**

Any prime contractor responding to a solicitation in which there is an SBE subcontracting set-aside, shall submit, within 5 days of the CO's request, a statement detailing its subcontracting plan. Each subcontracting plan shall include the following:

- M.3.8.1** A description of the goods and services to be provided by SBEs;
- M.3.8.2** A statement of the dollar value of the bid or proposal that pertains to the subcontracts to be performed by the SBEs;
- M.3.8.3** The names and addresses of all proposed subcontractors who are SBEs;
- M.3.8.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- M.3.8.5** A description of the efforts the prime Contractor shall make to ensure that SBEs will have an equitable opportunity to compete for subcontracts;
- M.3.8.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime Contractor shall include a statement, approved by the CO, that the subcontractor shall adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.3.8.7** Assurances that the prime Contractor shall 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;
- M.3.8.8** List the type of records the prime Contractor shall maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime Contractor shall make such records available for review upon the University's request; and

- M.3.8.9** A description of the prime contractor's recent effort to locate SBEs and to award subcontracts to them.

**M.3.9 Enforcement and Penalties for Willful Breach of Subcontracting Plan**

The willful breach by a contractor of a subcontracting plan for utilization of local, small, or disadvantaged businesses 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 local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.

**M.3.10 Subcontracting Requirements**

- All construction contracts in excess of \$250,000 must include the following requirements:
  - At least **35%** of the dollar volume must be subcontracted to Small Business Enterprises. The costs of materials, good and supplies are not counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from Small Business Enterprises.
  - If there are insufficient qualified Small Business Enterprises to fulfill the 35% subcontracting requirement, then the subcontracting requirement, then the subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises, provided that all reasonable efforts are made to ensure that qualified Small Business Enterprises are significant participants in the overall subcontracting work.
  
- All non-construction contract s in which a port ion will be subcontracted must include the following requirements:
  - At least **35%** of the dollar volume must be subcontracted to Small Business Enterprises. The costs of materials, good and supplies are not counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from Small Business Enterprises.
  - If there are insufficient qualified Small Business Enterprises to fulfill the 35% subcontracting requirement, then the subcontracting requirement, may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises, provided that all reasonable efforts are made to ensure that qualified Small Business Enterprises are significant participants in the overall subcontracting work.
  
- Each construction contract for which a CBE is selected as a prime contractor, and is granted points or a price reduction or is selected through a set-aside program, must

include a requirement that the business enterprise perform at least 35% of the contracting effort (excluding the cost of materials, goods, and supplies) with its own organization and resources.

- If the business enterprise subcontracts, 35% of the subcontracted effort (excluding the cost of materials, goods, and supplies), must be with CBEs.
  - If the total contracting effort (excluding the cost materials, goods, and supplies) proposed to be performed by CBEs is less than 35%, then the business enterprises shall not be eligible to receive preference points or price reductions for at least 2 years.
- Each construction contract for which a joint venture is selected as a prime contract or and is granted points or a price reduction or is selected through a set-aside program, shall include a requirement that the CBE perform at least **50%** of the contracting effort (excluding the cost of materials, goods, and supplies) with its own organization and resources.
    - If the joint venture subcontracts, 35% of the subcontracted effort must be with CBEs.
    - If the total contracting effort (excluding the cost of materials, goods, and supplies) proposed to be performed by CBEs is less than 50%, then the business enterprise shall not be eligible to receive points or price reductions for at least 2 years.
  - Each construction contract of \$1million or less for which a CBE is selected as a prime contractor, and is granted points or a price reduction or is selected through a set-aside program, must include a requirement that the business enterprise perform at least **50%** of the on-site work with its own work force.
  - Bids or proposals responding to solicitations will be deemed nonresponsive and will be rejected if the solicitation requires submission of a CBE subcontracting plan and the prime contractor fails to submit a subcontracting plan as part of its bid or proposal.
  - The subcontracting requirements may be waived by the Director of DSLBD.