

# UNIVERSITY OF THE DISTRICT COLUMBIA

Office of Contracts and  
Procurement

**REQUEST FOR  
PROPOSALS NO: GF-2011-  
R-0039 DJ**



**Issuance date: January 20, 2011  
Closing Date: February 18, 2011, 2:00PM**

## **Submit Proposals:**

**University of the District of Columbia  
4200 Connecticut Avenue, NW  
Building 38 room 301  
Washington, DC 20008  
February 18, 2011 2:00PM**

**PROJECT: Recruitment and Search Services for Academic Deans and Executive  
Managers:  
Academic Affairs**

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

## **SECTION B: SUPPLIES OR SERVICES AND PRICE**

**B.1** The University of the District of Columbia (UDC) invites the submission of proposals from qualified firms to provide Academic Executive Personnel recruitment screening services. The successful firm shall provide listings and other pertinent information of highly qualified candidates to the University Selection Committee(s) to fill current and future positions at the University at the Dean and Executive Management Levels

**B.2** The University contemplates award of a Requirements contract(s)

**B.3** Individual Task/Purchase Orders against the contract(s) shall be via a task order or purchase order approved by the University's Chief Contracting Officer. Each Task/Purchase Order shall have a specifically defined scope of work, within the parameters of the base contract, and each Task/Purchase Order shall contain a negotiated firm fixed price.

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

#### **The contractor shall upon receipt of an approved Task/Purchase Order:**

- a. Develop and submit a search and recruitment plan to the appropriate ordering official(s) for concurrence and approval.
- b. Develop recruitment/search announcements and advertisements for University approval.
- c. Develop method screen an initial pool of qualified candidates for each position based on task order specifications.
- d. Evaluate and screen pool candidates who meet the qualifications and develop lists of leading candidates.
- e. Interview the leading candidates.
- f. Provide a leading candidates listing with supporting documentation to the respective University Officials and/or University Search Committees. Provide a written overview summation describing methodology and ranking rationale.
- g. Conduct background investigations for all search committee finalists to include verification of professional and personal qualifications (including but not limited to academic credentials, professional licenses and references) and completion of a comprehensive (criminal, financial and personal) background check.
- h. Assist the respective search committees in conducting campus forums for faculty, students and staff to present questions to the recommended finalists.

- i. Make recommendations to the search committees regarding the leading committee finalists.
- j. Conduct the search again at no additional charge, if the candidates hired by UDC from these searches are subsequently released within 6 months of their date of employment because they have not adequately performed the original requirements of the position.
- k. Refrain from placing the successful candidates in positions at other universities or companies for a period of two years from the date of hire at UDC.

**The University will:**

- a. Provide a liaison manager and search committees to manage each of the searches.
- b. Develop and provide the criteria to guide the eligibility and selection of the candidates.

**C.1 DEFINITIONS**

**BUYER:** The University of the District of Columbia  
 Contracting and Procurement  
 4200 Connecticut Avenue NW  
 Washington, D.C. 20008  
 Phone: (202) 274-5426  
 Fax: (202) 274-5432

**Program Office:** Academic Affairs

**SELLER:** The term "Seller", "Supplier", "Contractor", "Respondent", "Provider", "Proposer" and, "Vendor", are used interchangeably herein and refer to the same entity, the provider of goods and services to the University.

**CONTRACT:** The contract document to be furnished to Seller(s) by University jurisdictional personnel, which specifically describes goods and/or services plus terms and conditions to be covered.

**CONTRACT**

**ADMINISTRATORS:** The University of the District of Columbia  
 To be Determined  
 4200 Connecticut Avenue NW, Room XXX  
 Washington, D.C. 20008  
 Phone: (202) 274-XXXX  
 Fax: (202) 274-XXXX

- UNIVERSITY:** The terms "University", "The University of the District of Columbia ", "University", "UDC", "Buyer", "Department" and "campus" are used interchangeably herein and refer to the same entity: The University of the District of Columbia.
- WORK:** "Work" shall include all obligation, duties, requirements, and responsibilities required for the successful completion of the Contract by the Seller, including the furnishing of all supervision, labor, equipment, materials, supplies, services and oversight incidental to the execution of the Contract and in accordance with the terms and conditions set forth in the Contract.
- CONTRACTOR:** The terms "Contractor," "Seller," "Supplier," "Vendor," and "Bidder" are used interchangeably herein and refer to the same entity, the provider of Vending Machine Services.
- RFP:** Request for Proposal
- Days:** Calendar Days

## **C.2 BACKGROUND**

The University is only interested in seeking the services of a firm or firms that possess an extensive background in recruiting experienced, well credentialed, and successful Academic and University Executive Managers including but not limited to Deans, Vice Presidents, and Department Heads, which adhere to position criteria specially and specifically defined by its client for critically sensitive positions.

The University of the District of Columbia (UDC) was chartered in 1974 and is the only fully-accredited public institution of higher education in the nation's capital. As an urban land-grant university, it supports a broad mission of education, research, and community service across all undergraduate and graduate divisions. Currently, the University has three Colleges (Arts and Science, Business and Public Administration, Engineering and Applied Sciences, the David A. Clarke School of Law and recently launched Community College, offering certificate, associate and workforce development

UDC is embarking upon a major re-invention and branding initiative to change attitudes, increase enrollment, and build endowment. We are looking to take ownership of our image rather than allowing others to define us.

### **C.3 REQUIREMENTS**

- C.3.1** Contractor shall provide all necessary services and assistance in the recruitment of University Executive Staff and Deans
- C.3.2** Meet with the appropriate ordering official(s) to validate the search/recruitment requirements and finalize specifications.
- C.3.3** Develop recruitment or search announcements and advertisements for University approval.
- C.3.4** Develop method to screen an initial pool of qualified candidates for each position based on task order specifications.
- C.3.5** Evaluate and screen pool candidates who meet the qualifications and develop lists of leading candidates.
- C.3.6** Interview the leading candidates.
- C.3.7** Provide a leading candidates list with supporting documentation to the respective University Officials and/or University Search Committees. Provide written overview summation describing methodology and ranking rationale.
- C.3.8** Conduct background investigations for all search committee finalists to include verification of professional and personal qualifications (including but not limited to academic credentials, professional licenses and references) and a complete and comprehensive background check (criminal, financial and personal).
- C.3.9** Assist the respective search committees in conducting campus forums for faculty, students and staff to present questions to the recommended finalists.
- C.3.10** Conduct the search again at no additional charge, if the candidates hired by UDC from these searches are subsequently released within 6 months of their date of employment because they have not adequately performed the original requirements of the position.
- C.3.11** Refrain from placing the successful candidates in positions at other universities or companies for a period of two years from the date of hire at UDC.
- C.3.12** Offerors must submit a detailed description of their search and recruitment processes
- C.3.13** Offerors must submit a detailed plan for their execution of the activities described in section C

**C.3.14** Each offeror shall included in their proposal a detailed plan for the simultaneous search and recruitment for the following four Dean positions:

1. Dean of the School of Business and Public Administration
2. Dean of the College of Arts and Sciences
3. Dean of the College of Agriculture Urban Sustainability and Environmental Sciences,  
and
4. Dean of the School of Engineering and Applied Sciences

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

### **D.1 Packaging of Candidate Submissions**

**D.1.1** The contractor shall provide all candidate listings and supporting documentation in a secure confidential manner with appropriate number of copies as determined by each search committee

**D.1.2** All candidate information shall be handled and delivered in a confidential secure method.

**D.1.3** All background information collected by the contractor shall be handled in a secure and confidential manner and delivered to the University with the same care.

**D.1.4** The contractor shall destroy all confidential and personal information relative to each search upon the completion of each recruitment project.

**D.1.6** The packaging and marking of each contractor submission shall be sealed and conspicuously marked indicating name of recruitment project, title of position and content listing.

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

The inspection and acceptance requirements for the resultant contract shall be governed by clause number five \*(5) Inspection of Supplies [if applicable] and clause number six \*(6), Inspection of Services, [if applicable], of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.

## **SECTION F: DELIVERIES OR PERFORMANCE**

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

The term of the contract shall be for a base period of one year from date of award subject to the availability of funds.

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

- F.2.1** The University may extend the term of this contract for a period of four one year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the University will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the University to an extension. The exercise of the option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.
- F.2.2** If the University exercises the option, the extended contract(s) shall be considered to include this option provision.
- F.2.3** The price for the option period shall be as specified in the contract(s).
- F.2.4** The total duration of the contract(s), including the exercise of any options under this clause, shall not exceed five years.

## **F.3 DELIVERABLES**

- F. 3.1** The awarded contractor(s) may be required or requested to provide additional information regarding candidates dependent upon the project.
- F. 3.2** Any additional requirements that require more detail will be specifically defined in the project task order/purchase order
- F.3.3** Record Keeping and Auditing

The contract shall be subject to the examination and audit of the University for a period of three (3) years after final payment under this order. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

### **F.3.4 Management Reports**

Contractor shall furnish a **monthly progress report** to the Contract Administrator until project is completed:

- Summation of Contractors Efforts
- Number of Candidates identified and contacted
- Estimate time for submission of leading candidates
- Detailed report on problems or difficulties accompanied with corrective solution

Reports are to be submitted within five (5) calendar days after the end of the month, e.g., reports for the ending September 30<sup>th</sup> would be due October 5<sup>th</sup>.

**SECTION G: CONTRACT ADMINISTRATION DATA**

**G.1 Pricing and Commissions**

**G.1.1** The commission structure fixed rate or flat rate will be substantiated in the proposal as basis for award.

**G.1.3** All requests for price adjustments shall be submitted to appropriate Contracting Officer's Technical Representative (COTR):

The University of the District of Columbia  
COTRs to be Determined  
4200 Connecticut Avenue, NW  
Washington, D.C. 20008

**A copy of any correspondence should also be forwarded to the University's Office of Contracting and Procurement.** Any Price Adjustments must be approved by the University's Chief Contracting Officer.

All requests for price adjustment shall reference the contract number (that will be the result from this RFP) for review sixty (60) days prior to the proposed effective date of the rate change. If the University agrees to price adjustment, or has a counter offer to make to the Contractor, resultant price adjustment shall become effective thirty (30) days after acceptance by the University and the Contractor and substantiated in addendum to the original contract. Requests for price adjustments shall be no more than once every twelve (12) months. Contractor will be obligated to document and verify the incremental Cost of Services.

**G.1.4** Prices as stated with each resulting Task/Purchase Orders shall be maximum throughout the term of the order.

**G.2 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**Not Applicable**

**G.3 PAYMENT**

Refer to Section G.1 and the individual task order or purchase order

**G.4 ASSIGNMENT OF CONTRACT PAYMENTS**

**Not Applicable**



## **G.5 THE QUICK PAYMENT CLAUSE**

### **G.5.1 Interest Penalties to Contractors**

**G.5.1.1** The University will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

**G.5.1.2** 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.5.2 Payments to Subcontractors**

**G.5.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.5.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

**G.5.2.3** 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.5.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**G.5.3 Subcontract requirements**

**G.5.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

**G.6 CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the University only by contracting officers. The name, address and telephone number of the Chief Contracting Officer is:

Mary Ann Harris, Director  
Office of Contracting and Procurement  
4200 Connecticut Avenue NW  
Building 38 Room 301  
Washington, DC 20008

**G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.7.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

**G.7.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

**G.7.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.8 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

**G.8.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is shall be designated with each task order or purchase order:

**TO BE DETERMINED**  
4200 Connecticut Avenue, NW  
Washington, DC, 20008

**G.8.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.**

**G.8.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

**Not Applicable**

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

The Contractor shall be bound by the Wage Determination No: 1986-1151 Revision No: 10; Date of Revision: 08/13/2009, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

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

### **H.4 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the University to make available for inspection and copying any record produced or collected pursuant to a University contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the Department 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 COTR designated in subsection G.8 who will provide the request to the FOIA Officer for the Department with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the Department with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR

within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The University will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

**Not Applicable**

#### **H.6 PROTECTION OF PROPERTY:**

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

#### **H.7 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.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

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

#### **H.9 UNIVERSITY RESPONSIBILITIES**

Upon issuance of an approved task order or purchase order the University shall provide the contractor with all necessary information regarding the position to be filled. The University shall meet with the contractor to refine the requirements, identify the Contracting Officer's Technical Representative for each project, and all other information as required for the contractor to successfully complete the project.

#### **H.10 CONTRACTOR RESPONSIBILITIES**

Upon receipt of an approved task order or purchase order the contractor shall perform all actions as defined in the scope of work of the base contract and scope of work contained in the task or purchase order issued for each project.

## **SECTION I: CONTRACT CLAUSES**

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

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated November 2004 (“SCP”), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to [www.udc.edu/procurement](http://www.udc.edu/procurement), click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

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

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

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

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

### **I.4 TIME**

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

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

**Not Applicable**

### **I.6 OTHER CONTRACTORS**

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

### **I.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor’s work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the University, the Contractor shall remain liable to the University for all Contractor's work and services required hereunder.

## **I.8 INDEMNIFICATION AND INSURANCE**

- I.8.1** Contractor shall indemnify, protect, defend and hold harmless the University, its trustees, directors, officers, employees, representatives and agents from and against any and all claims arising from or connected with: (i) any alleged or actual breach by Contractor or (ii) any act or omission by Contractor and only to the extent such claim arises by negligence or intentional misconduct or as may be allowed under applicable law. Monies due or to become due to the Contractor under the contract may be retained by the University as necessary to satisfy any outstanding claim which the University may have against the Contractor.
- I.8.2** The contractor agrees to secure and maintain liability coverage for the acts, omission, and liabilities that it bears under the terms of this contract. The contractor's insurance shall be primary for any claims made.
- I.8.3** Specifically, the Contractor agrees to secure and maintain:
- Workers' Compensation Insurance providing statutory limits for the District of Columbia.
  - Business Automobile Liability Insurance with a minimum of \$1,000,000 per occurrence.
  - Commercial General Liability Insurance coverage with a minimum of \$1,000,000 per occurrence/\$2,000,000 aggregate limit.
  - A certificate of insurance evidencing the policy. Submit certificates of insurance upon execution of a contract or before performance to:  
University of the District of Columbia  
Office of Human Resources - Risk Management  
4200 Connecticut Ave, NW  
Washington, DC 20008  
Phone: 202-274-7178  
Fax: 202-274-6300 and  
Denise Joyner, Contract Specialist  
Office of Contracting and Procurement  
Phone: 202-274-5423  
Fax: 202-274-5432  
Email: [djoyner@udc.edu](mailto:djoyner@udc.edu)
  - Commercial General Liability and Business Automobile Liability policies that name the "University, its trustees, directors, officers, employees, representatives and agents" as an additional insured.
  - An insurance carrier that is rated A or better by A.M. Best Company.
  - An insurance policy that states that coverage shall not be canceled or non-renewed by either Contractor or the insurance carrier, except after thirty (30) day prior written notice by certified mail to the University.
- I.8.4** The contractor shall provide immediate notice in the event there is any change of insurance or that it has reached the insurance limits due to claims made.

**I.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor’s Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

**I.10**

**ORDER OF PRECEDENCE**

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

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

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

**SECTION J: LIST OF ATTACHMENTS**

**J.1 ATTACHMENT**

**J.1.1** Wage Determination No. \_\_\_\_\_

**J.2 INCORPORATED ATTACHMENTS** *(The following forms, located at [www.ocp@udc.edu/procurement](http://www.ocp@udc.edu/procurement) shall be completed and incorporated with the offer.)*

**J.2.1** LSDBE Certification Package

**J.2.2** E.E.O. Information and Mayor’s Order 85-85

**J.2.3** Tax Certification Affidavit

**J.2.4** First Source Employment Agreement

**J.2.5** Cost/Price Data Package

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

**K.1 AUTHORIZED NEGOTIATORS**

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

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**K.2 TYPE OF BUSINESS ORGANIZATION**

**K.2.1** The offeror, by checking the applicable box, represents that

(a) It operates as:

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

(b) If the offeror is a foreign entity, it operates as:

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

**K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

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

Offeror \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_



Offeror \_\_\_\_has \_\_\_\_has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror \_\_\_\_has \_\_\_\_has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

**K.4 BUY AMERICAN CERTIFICATION**

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____	EXCLUDED END PRODUCTS
_____	COUNTRY OF ORIGIN

**K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each offeror shall check one of the following:

- \_\_\_\_\_ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.
  
- \_\_\_\_\_ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.
  
- \_\_\_\_\_
  
- \_\_\_\_\_

**K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- (a) Each signature of the offeror is considered to be a certification by the signatory that:
  - 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
    - (i) those prices
    - (ii) the intention to submit a contract, or
    - (iii) the methods or factors used to calculate the prices in the contract.
  
  - 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
  
  - 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
  - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

## **K.7 TAX CERTIFICATION**

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.3.

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

### **L.1 CONTRACT AWARD**

#### **L.1.1 Most Advantageous to the University of the District of Columbia**

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

#### **L.1.2 Initial Offers**

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

### **L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT**

One original and three (3) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". 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. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No.GF-2011-R-0039 DJ *title and name of offeror*".

### **L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

#### **L.3.1 Proposal Submission**

Proposals must be submitted no later than *February 18, 2011 at 2:00PM in Section A.9*. Proposals, modifications to proposals, or requests for withdrawals that are received in room 301 Building 38, Contracting And Procurement, 4200 Connecticut Avenue, NW, Washington D.C., 20008 after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

### **L.3.2 Withdrawal or Modification of Proposals**

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

### **L.3.3 Postmarks**

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

### **L.3.4 Late Modifications**

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

### **L.3.5 Late Proposals**

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

## **L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **20 days** days prior to the closing date and time indicated for this solicitation. The University will not consider any questions received less than **10 Days** before the date set for submission of proposals. 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 offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

## **L.5 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting

Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

## **L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.6.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the University except for use in the procurement process shall mark the title page with the following legend:

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

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

**L.6.2** Mark each sheet of data it wishes to restrict with the following legend:

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

## **L.7 PROPOSALS WITH OPTION YEARS**

**Not Applicable**

## **L.8 PROPOSAL PROTESTS**

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

## **L.9 SIGNING OF OFFERS**

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

## **L.10 UNNECESSARILY ELABORATE PROPOSALS**

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

## **L.11 RETENTION OF PROPOSALS**

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

## **L.12 PROPOSAL COSTS**

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

## **L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS**

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

## **L.14 CERTIFICATES OF INSURANCE**

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

Mary Ann Harris  
University of the District of Columbia  
Office of Contracting and Procurement  
4200 Connecticut Avenue NW Bldg 38  
Washington, DC 20008  
202-274-5430/mharris@udc.edu

and

Human Resources /Risk Management  
University of the District of Columbia  
Office of Contracting and Procurement  
4200 Connecticut Avenue NW Blg 38  
Washington, DC 20008

#### **L.15 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The University must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

#### **L.16 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. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

#### **L.17 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

##### **1. Company Information**

- a. Identify name, address, and telephone number of key team members and what role they will play.
- b. Identify the key contact person and sign that he/she has read this RFP.
- c. Provide details on staffing/management structure
- d. Provide your company's mission statement
- e. Provide narrative and pictorial description of relevant comparable vending contracts.

**L.17.1** Name, address, telephone number and federal tax identification number of offeror;

**L.17.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed “Clean Hands Certification” that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.17.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

## **L.18 FAMILIARIZATION WITH CONDITIONS**

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

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

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

**L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

**L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

**L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

**L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.

**L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.

**L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

**L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations



**L.19.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

**SECTION M - EVALUATION FACTORS**

**M.1 EVALUATION FOR AWARD**

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

**M.2 TECHNICAL RATING**

The Technical Rating Scale is as follows:

<b><u>Numeric Rating</u></b>	<b><u>Adjective</u></b>	<b><u>Description</u></b>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

For example, if a sub factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the sub factor is 4.8 (4/5 of 6). The sub factor scores will be added together to determine the score for the factor level.

**M.3 EVALUATION STANDARDS**

**Not applicable**

**M. 4 EVALUATION CRITERIA**

Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance.

**M.4.1 TECHNICAL CRITERIA ( \_\_\_ Points)**

- Plan for Executing Section C**
- Experience**
- Academic Environment Experience**
- Client References**
- Plan for recruiting Deans**

**M.4.2 PRICE CRITERIA ( \_\_\_ Points)**

The price evaluation will be objective. The offeror with the highest University Commission percentage 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 commission percentage score:

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

**M.4.3 PREFERENCE ( \_\_\_ Points)**

**M.4.4 TOTAL ( \_\_\_ Points)**

**M.5 EVALUATION OF OPTION YEARS**

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

**M.6 CLAUSES APPLICABLE TO ALL SET-ASIDE OR OPEN MARKET SOLICITATIONS OR OPEN MARKET WITH SET-ASIDE**

**Not Applicable**

## **M.7 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.7.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

**M.7.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

### **Retention and Examination Of Records:**

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 or collected on behalf of the University under any contract resulting from this solicitation. 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 three (3) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three

(3) 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.

The contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal and District officials, University's General Counsel and/or Internal Auditor, or other personnel duly authorized by the Contracting Officer.

The Contracting Officer, the Inspector General and the District of Columbia, University's General Counsel and/or the University's Internal Auditor, or any of their duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to the contract.