

## REQUEST FOR PROPOSALS

**No. GF-2021-R-0015**


AGENCY: University of the District of Columbia

PROJECT: HVAC, Engineering and Emergency 24/7 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 Tab
- Select Capital Procurement
- Select Business Opportunities

		1. Solicitation No.  GF-2021-R-0015	2. Type  <input type="checkbox"/> Sealed Proposal <input checked="" type="checkbox"/> Sealed Proposal	3. Date Issued  March 4, 2021	Page  1 of 45
		4. Contract Number	5. Requisition/Purchase Request No.	6. <input type="checkbox"/> Open Market with set aside for SBE subcontracting (see Section M.1.6)  <input checked="" type="checkbox"/> SBE Set-Aside (Sec B.5 & Sec. M) Mandatory 35% CBE subcontracting	
7. Issued By: 8. University of the District of Columbia Office of Contracts & Procurement 4200 Connecticut Avenue NW Bldg. 39 Suite 200C Washington, DC 20008		9. Address Proposal To: Eddie Whitaker, Contracting Officer c/o James Jenkins, Senior Contract Specialist University of the District of Columbia Office of Contracts and Procurement 4200 Connecticut Avenue NW Bldg. 39 Suite 200C Washington, DC 20008			
9. FOR INFORMATION CONTACT	A. Name James Jenkins	B Telephone 202-274-5624		C. E-Mail Address james.jenkins@udc.edu	
<b>IMPORTANT – The “Offeror” Section of this form must be completed by the Offeror</b>					
<b>SOLICITATION</b>					
<b>NOTE:</b> In sealed proposal solicitations “proposal” means “offer” and “offeror” is the company or person submitting the proposal					
10. Four technical proposals sent by email to James Jenkins at james.jenkins.udc.edu to provide the services required, which includes one original and three copies, plus one price proposal in a separate package are required and shall be received at the place specified in item 9, or hand carried to the proposal counter located at address shown in item 8 not less than 2:00 p.m. local time on March 12, 2021.					
11. The University requires performance of work described in strict accordance with the following:					
<b>DESCRIPTION</b>		<b>SECTION</b>		<b>PAGE</b>	
Solicitation Proposal/Award Form		A		1-2	
Schedule for services, Alterations, Repair, Price		B		3-5	
Scope/Specifications/Drawings		C		6-10	
Packaging and Markings		D		11	
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Deliveries and Performance		F		13	
Contract Administration Data		G		14-18	
Special Contract Requirements		H		19-23	
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List of Attachments		J		32	
Representations, Certifications and Other Statements of Offerors		K		33	
Instructions to Offerors		L		34-40	
Evaluation Preference Points		M		41-42	
Attachment J.1 Government of DC Standard Contract Provisions for Use with Supply and Services (March 2007)				See J.1 Page 43	
Attachment J.2 Wage Determination				See J.2 Page 43	
Proposal Bond, Performance Bond and Payment Bond Forms (request by email (please see section 9))				See J.1	
12. The contractor shall begin performance on the date specified in the written <input type="checkbox"/> Award <input checked="" type="checkbox"/> NTP and complete all work not later than the date specified therein. This period of performance is <input checked="" type="checkbox"/> Mandatory <input type="checkbox"/> Negotiable.					
<b>13. The contractor SHALL furnish a proposal bond with proposal submission, and performance and payment bonds (Attachment J.11) within 10 calendar days after receiving the UDC Notice of Intent to Award.</b>					
14. <b>Additional Solicitation Considerations</b> A. All proposals are subject to the work requirements, provisions and clauses incorporated in this solicitation in full text or by reference. B. A PROPOSAL GUARANTEE <input checked="" type="checkbox"/> is required <input type="checkbox"/> is not required with the submission of the proposal. <b>PERFORMANCE AND PAYMENT BONDS</b> are also required pursuant to Article 12 Sections A, B, and C of the Government of the District of Columbia Standard Contract Provisions for use with Government Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts (March 2007).					

**UNIVERSITY OF THE DISTRICT OF COLUMBIA OFFICE OF CONTRACTING AND PROCUREMENT**

<b>PROPOSAL (MUST BE FULLY COMPLETED BY OFFEROR PRIOR TO SUBMISSION TO UDC)</b>										
15. Name, Company Name and Address of Proposal or/Offerrer (with zip code)				16. Telephone No. ( )			18. Remittance Address (if different than item 15)			17. E-mail address
19. The proposal or/offerrer agrees to perform the work required at the prices specified herein and according to the PROPOSAL SCHEDULE (Section B) and in strict accordance with the terms of this solicitation, if this proposal/proposals is accepted by the University within ___ calendar days after the date proposals/proposals are due.										
20. The proposal or/offerrer agrees to furnish any required performance and payment bonds.										
<b>21. ACKNOWLEDGEMENT OF AMENDMENTS</b>										
The proposal or/offerrer acknowledges receipt of amendments to the solicitation (number and date each) See Section L.12										
Amendment Number										
Date										
22. Name and Title of Person authorized to sign proposal/proposal (Type of Print)				22A. Signature			22B. Proposal/Proposal Date			
<b>AWARD (To be completed by the University)</b>										
<b>23. Amount</b>					<b>24. Accounting and Appropriations data</b>					
<b>25. PAYMENT WILL BE MADE BY:</b>  Office of the Chief Financial Officer 4200 Connecticut Avenue NW Washington, DC 20008					<b>26. Submit invoices as instructed in Section G of this solicitation (Contract Administration Data)</b>					
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 27 OR 28 AS APPLICABLE</b>										
<b>27. [ ] NEGOTIATED AGREEMENT</b> (The Contractor is required to sign this document and return ___ copies to the issuing office. The Contractor agrees to furnish and deliver all items or perform all work requirements for the consideration stated in this contract. The rights and obligations of the parties of this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.					<b>28. [ ] AWARD</b> (The contractor is not required to sign this document). Your proposal on this solicitation is hereby accepted. This award consummates the contract which consists of (a) the solicitation and your proposal, and (b) this contract award. No further contractual document is necessary.					
<b>29. Name and Title of Contractor of Person Authorized to sign (Type or Print)</b>					<b>30. Name of CO (Type of Print)</b>					
<b>29A. Signature</b>			<b>29B. Date</b>		<b>30A. Signature</b>			<b>30B. Date</b>		
<b>UNIVERSITY OF THE DISTRICT OF COLUMBIA OFFICE OF CONTRACTING AND PROCUREMENT</b>										

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

B.1 The University of the District of Columbia's Office of Contracting and Procurement's Capital Procurement Division, on behalf of the Capital Construction Division (the "University") is seeking a contractor to provide HVAC and Engineering services to operate make award to one qualified contractor, or a maximum of three qualified contractors based on need and available funds, to provide HVAC and Engineering services to operate, maintain, and provide *24hr* emergency services to the power plants and HVAC systems at the University campuses. (Operation and Facilities Maintenance)

**B.2 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET ASIDE MARKET ONLY**

This Request for Proposals is designated for only certified small business enterprise (SBE) Offerors under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act, effective October 20, 2005 (D.C. Law 16- 33; D.C. Official Code §2-218.01 et seq.) as amended.

B.3 The District contemplates award of multiple Indefinite Delivery Indefinite Quantity (IDIQ) contracts (not to exceed three) in accordance with Title 8 DCMR Chapter 30 Sections 3021.4(e) and 3023.7 for the services specified in Section C.

B.3.1 The contracts minimum amount shall be \$250.00, and its maximum amount shall not exceed the total of each annual amount in the initial award documented by the offeror's proposal accepted by UDC.

B.3.2 Delivery or performance shall be made only as authorized by Task 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.3.3 There is no limit on the number of Task Orders that may be issued under the maximum amount of this contract.

B.3.4 Any Task 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 Task 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 the date agreed upon by both parties.

B.3.5 The Contractor shall provide HVAC and Engineering in defined labor categories listed below in accordance with the scope of work as specified in each Task Order. This solicitation does not guarantee that the University will use all these categories.

**B.4 SCHEDULE DESCRIPTION**

The Contractor shall furnish all management, labor, equipment, materials and supplies necessary to provide HVAC and Engineering services in accordance with Section C of this solicitation. The hourly rates inserted herein by the Contractor represent the Contractor's hourly rates for the HVAC and Engineering Services required for the base period and option years. The University intends to evaluate the price based on the total of the hourly rates for the base period and option years. See Section M.3.3. The offeror shall submit hourly 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 each Task Order requirement.

- B.4.1 Each Task Order may state whether or not the contractor will be provided with physical space, furniture, office equipment and supplies, utility, telephone instruments (excluding mobile phones), by the University as determined necessary by the University.

**BASE PERIOD**

<b>CLIN</b>	The Contractor shall provide the services below in accordance with Section C of this document at the hourly rates specified herein.	<b>No. of Units</b>	<b>Estimated No. of Hours</b>	<b>Unit Price Per Hour</b>	<b>Total</b>
0001	I <sup>st</sup> Class Engineers	4	8320 hrs.	\$	\$
0002	3 <sup>rd</sup> Class Engineers	3	6240 hrs.	\$	\$
0003	<b>HVAC</b> Mechanic	1	As Needed	\$	\$
<b>0004</b>	Maintenance Helper	1	As Needed	\$	\$
0005	Plumber	1	As Needed	\$	\$
0006	Welder	1	As Needed	\$	\$
0007	Pipe/Steam Fitter	1	As Needed	\$	\$
0008	Electrician	1	As Needed	\$	\$
0009	LEED Maintenance Mechanic	1	As Needed	\$	\$
00010	Repairs (Reimbursable)				
<b>SUB-TOTALS</b>					

**TOTAL PROPOSAL PRICE IN WORDS FOR CLINs 0001- 00010:**

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**OPTION YEAR ONE**

<b>CLIN</b>	The Contractor shall provide the services below in accordance with Section C of this document at the hourly rates specified herein.	<b>No. of Units</b>	<b>Estimated No. of Hours</b>	<b>Unit Price Per Hour</b>	<b>Total</b>
0001	1 <sup>st</sup> Class Engineers	4	8320hrs.	\$	\$
0002	3 <sup>rd</sup> Class Engineers	3	6240hrs.	\$	\$
0003	HVAC Mechanic	1	As Needed	\$	\$
0004	Maintenance Helper	1	As Needed	\$	\$
0005	Plumber	1	As Needed	\$	\$
0006	Welder	1	As Needed	\$	\$
0007	Pipe/Steam Fitter	1	As Needed	\$	\$
0008	Electrician	1	As Needed	\$	\$
0009	LEED Maintenance Mechanic	1	As Needed	\$	\$
00010	Repairs (Reimbursable)				
<b>SUB-TOTALS</b>					

**TOTAL PROPOSAL PRICE IN WORDS FOR CLINs 0001 - 00010:**

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**OPTION YEAR TWO**

<b>CLIN</b>	The Contractor shall provide the services below in accordance with Section C of this document at the hourly rates specified herein.	<b>No. of Units</b>	<b>Estimated No. of Hours</b>	<b>Unit Price Per Hour</b>	<b>Total</b>
0001	1 <sup>st</sup> Class Engineers	4	8320hrs.	\$	\$
0002	3 <sup>rd</sup> Class Engineers	3	6240hrs.	\$	\$
0003	HVAC Mechanic	1	As Needed	\$	\$
0004	Maintenance Helper	1	As Needed	\$	\$
0005	Plumber	1	As Needed	\$	\$
0006	Welder	1	As Needed	\$	\$
0007	Pipe/Steam Fitter	1	As Needed	\$	\$
0008	Electrician	1	As Needed	\$	\$
0009	LEED Maintenance Mechanic	1	As Needed	\$	\$
00010	Repairs (Reimbursable)				
<b>SUB-TOTALS</b>					

**TOTAL PROPOSAL PRICE IN WORDS FOR CLINs 0001-00010:**

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**OPTION YEAR THREE**

<b>CLIN</b>	The Contractor shall provide the services below in accordance with Section C of this document at the hourly rate specified herein.	<b>No. of Units</b>	<b>Estimated No. of Hours</b>	<b>Unit Price Per Hour</b>	<b>Total Price</b>
0001	1 <sup>st</sup> Class Engineers	4	8320	\$	\$
0002	3 <sup>rd</sup> Class Engineers	3	6240	\$	\$
0003	HVAC Mechanic	1	2080	\$	\$
0004	Maintenance Helper	1	As Needed	\$	\$
0005	Plumber	1	As Needed	\$	\$
0006	Welder	1	As Needed	\$	\$
0007	Pipe/Steam Fitter	1	As Needed	\$	\$
0008	Electrician	1	As Needed	\$	\$
0009	LEED Maintenance Mechanic	1	As Needed	\$	\$
00019	Repairs (Reimbursable)				
<b>SUB-TOTALS</b>					

**TOTAL PROPOSAL PRICE IN WORDS FOR CLINs 0001 - 00010:**

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**OPTION YEAR FOUR**

<b>CLIN</b>	<b>The Contractor shall provide the services below in accordance with Section C of this document at the hourly rate specified herein.</b>	<b>No. of Units</b>	<b>Estimated No. of Hours</b>	<b>Unit Price Per Hour</b>	<b>Total Price</b>
0001	1 <sup>st</sup> Class Engineers	4	8320	\$	\$
0002	3 <sup>rd</sup> Class Engineers	3	6240	\$	\$
0003	HVAC Mechanic	1	2080	\$	\$
0004	Maintenance Helper	1	As Needed	\$	\$
0005	Plumber	1	As Needed	\$	\$
0006	Welder	1	As Needed	\$	\$
0007	Pipe/Steam Fitter	1	As Needed	\$	\$
0008	Electrician	1	As Needed	\$	\$
0009	LEED Maintenance Mechanic	1	As Needed	\$	\$
00010	Repairs (Reimbursable)				
<b>SUB-TOTAL \$</b>					

**TOTAL PROPOSAL PRICE IN WORDS FOR BASE YEAR THRU OPTION YEAR 4:**

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B.5 An offeror responding to this solicitation shall submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.



**SECTION C: STATEMENT OF WORK**

**C.1 SCOPE:**

The University is seeking a maximum of three qualified (responsive and responsible) Contractors to provide HVAC and Engineering services to operate, maintain, and service, including 24/7 emergency services, to the power plants and HVAC systems at the University campuses on an as needed basis through Indefinite Delivery Indefinite Quantity (IDIQ) contracts.

The Contractor shall operate, maintain, and repair all mechanical systems. The Contractor shall be responsible for providing operations, routine maintenance, schedule maintenance of all power plant and HVAC equipment as needed, refrigeration, exhaust fans, controls, pumps, hot water heater valves, boilers, chillers, cooling towers, air compressors, air handler units, and steam stations. All work shall be performed per manufacturer recommendation and industry standards.

The Contractor shall operate and maintain manually or through controls, all equipment in high temperature water plants to produce and control the amount of steam necessary to meet demands.

The University campuses include the following locations:

- (1) UDC main campus 4200 Connecticut Avenue, NW 20008
- (2) 4340 Connecticut Avenue NW, 20008 (Bldg. 52)
- (3) Old Congress Heights 3100 Martin Luther King Avenue, SE 20032 (Bldg. 72)
- (4) Bertie Backus located at 5171 South Dakota Avenue, NE
- (5) Airport Hanger No. 2 located at Ronald Reagan National Airport
- (6) 4225 Connecticut Avenue, NW 20008 (Bldg. 70)
- (7) 4250 Connecticut Avenue, NW 20008 (Bldg. 71)

**C.2 APPLICABLE DOCUMENTS**

The following documents are some applicable to this procurement and are hereby incorporated by this reference. However, all laws and regulations applicable to the services to be provided are applicable to the solicitation and resulting contract.

<b>Item No.</b>	<b>Document Type</b>	<b>Title</b>
1	Law	D.C. Procurement Practices Act as amended
2	Law	Service Contract Act as amended
3	Regulation	Title <b>8B DCMR</b> Chapter 30 University of the District of Columbia Procurement Regulations
4	Executive Order	Mayor's Order 85-85 Equal Employment Opportunities

**C.3 DEFINITIONS (RESERVED)**

**C.4 BACKGROUND (RESERVED)**

## **C.5 REQUIREMENTS**

The Contractor shall perform the following services:

- C.5.1.1** Respond to emergency work, such as, unexpected breakdowns, power failures, broken water and steam piping.
- C.5.1.2** Maintain daily equipment reading log book and submit the log book to the CA by the 3 I<sup>st</sup> of each month. Contractor shall report all discrepancies of reading(s) to the CA.
- C.5.1.3** Monitor and inspect all boiler and HVAC equipment.
- C.5.1.4** Perform switchovers from heating to cooling and from cooling to heating.
- C.5.1.5** Maintain equipment and operations with repairs as needed and/ or if possible, in buildings.
- C.S.1.6** Adjust firing controls for the correct air fuel mixture, and to adjust feeds and air drafts to get the best combustion efficiency.
- C.5.1.7** Collect samples of boiler water and to follow proper procedures to perform PH balance.
- C.5.1.8** Ru5 test to determine such things as acidity, causticity, and alkalinity by using prescribed chemical reagents, color slides, and other standards.
- C.5.1.9** The Supervisor shall identify problems and effectively report their findings immediately, orally, and in writing, to the CA, such as, but not limited to, emergencies, repairs, staffing changes, operational changes, equipment failure, and personnel conflicts to the CA.
- C.5.1.10** Repair various systems, circuit equipment, and controls.

## **C.5.2 EQUIPMENT LIST**

The Contractor shall identify all equipment and report the condition of all equipment to the CA within thirty (30) days of contract award. All work is to be performed per manufacture recommendation and industries standards. A partial list of equipment, by campus location is as follows:

**C.5.2.1 OLD CONGRESS HEIGHTS (OCH)**

Qty.	Description
3	Kewanee Fire Box Water Boilers
1	Kewanee Fire Box Steam Boiler
1	Lochinvar Domestic Water Heater
1	Boiler Feed Duplex Package System
1	Domestic Hot water Storage Tank
2	Chillers 250.000
2	Cooling Towers
24	AHU's
12	Exhaust Fans EMS Controls Systems

**C.5.2.2** University of the District of Columbia campus, building 52, is located at 4340 Connecticut, Avenue, NW.

Qty.	Description
1	AAON RTU 40 Ton System
3	Mc Quay package HVAC Units with heating coils unit and drives
3	CW Pumps
1	Super Changer Exchanger
2	BAC Cooling Towers
3	Individual server room ductless systems
2	Trane units
1	Mc Quay package HVAC unit with heating coils and drive
2	Cooling towers
180	Mc Quay

**C.5.2.3** University of the District of Columbia, main campus, building 43, is located at 4200 Connecticut, Avenue, NW.

Qty.	Description
27	Mechanical Rooms AHU Pumps, controls, etc.
2	Carrier Central vac Chillers
3	Evapco Cooling Towers
2	750Mbh Clever Brook Boilers

**C.5.2.4** Bertie Backus is located at 5171 South Dakota Avenue, NE.

Qty.	Description
2	Reznor Roof Top Units {R +U-1, RTU2} Contractor shall provide, but not limited to, Reznor Roof Top Units; provide preventive maintenance
89	York split heat pumps. Contractor shall provide preventive maintenance
9	Provide preventive maintenance to exhaust Fans
1	200 Gall Gas Hot Water Heater

**C.5.2.5** 4225 Connecticut Avenue NW

Qty.	Description
1	3 Ton heat pump with indoor AHU
1	2 Ton heat pump with indoor coil
1	Lochinvar Boiler

**C.5.2.6** The University Airport Hanger No. 2 is located at the Ronald Regan National Airport, in Arlington, VA.

Qty.	Description
1	Carrier 10-ton system
1	Carrier low ton AHU with stem coil

**C.5.2.7** 4250 Connecticut Avenue N.W.

Qty.	Description
3	Evapco Cooling Tower
1	Smith Cast Iron Boilers
2	Polaris Plate Heat exchangers
12	McQuay Ceiling Hung A/C units
1	Emerson 50HP 3,555RPM Fire Pump

**C.5.3 EMPLOYEE CONDUCT**

**C.5.3.1** The Contractor shall be responsible for the actions of its employees, agents, and independent Contractors hereunder and for the payment of all truces, wages, benefits and other costs associated with such persons. This includes employee's compliance with monthly work schedules. While in University premises, all employees, agents and subcontractors of the Contractor shall comply with all applicable University policies and procedures. The Contractor shall remove any non-compliant employee, agent, or subcontractor employee(s) from UDC and UDC - CC at the University's request. In addition, the University shall retain the right to require the Contractor at any time to remove from University property any employee, agent, or representative of the Contractor whose conduct, appearance, or performance is reasonably deemed by the University to be unacceptable.

**C.5.4 REPAIRS**

**C.5.4.1** Contractor shall repair all damaged equipment. The contractor shall be required to coordinate repairs with the Contract Administrator. These repairs shall be identified by the contractor with bi-weekly inspection reports. The Contractor shall submit plans to repair facilities with the bi-weekly report along with an estimated date of completion. Repairs shall cause minimal disruption to campus operations. The Contractor shall communicate potential equipment failures that may cause the university to experience an interruption

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HVAC, Engineering and 24/7 Emergency Services  
of utilities to the power plant and/or any buildings to Contract Administrator  
within two (2) hours of discovery.

#### **C.5.5 POWER PLANT**

The Contractor shall ensure that all Power Plants and buildings are conditioned by 8am in accordance with the forecasted weather report. The Contractor is responsible for making adjustments throughout the day to ensure safety and comfort to building occupants.

#### **C.5.6 MECHANICAL ROOMS**

The Contractor shall ensure maintenance and cleanliness of all mechanical rooms. Monthly condition reports shall be submitted to Contractor Administrator. Rooms shall be free from potential hazards and debris. Lights shall be replaced by contractor. Drains shall be serviced to prevent pooling and flooding of water in all mechanical rooms and power plant.

**SECTION D: PACKAGING AND MARKING**

- D.1** The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

**SECTION E: INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number six (6), [Inspection of Services] of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

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

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

The term of the contract shall be from the date specified in the Notice to Proceed for one year with four (4) one-year options.

### **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 four (4), 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 the applicable period of Section B.

**F.2.4** Exercising the option or a portion thereof 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 five (5) years.

### **F.4 PERIOD OF PERFORMANCE FOR TASK ORDERS (TO'S)**

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 the work performance during all stages. The Contractor shall maintain frequent contacts by telephone, site visits, meetings with all parties involved in the contract and submit a weekly written progress reports to the CA including but not limited to 1) information concerning the work of the contractor and sub-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.6 TYPE OF CONTRACT**

- F.6.1** This is an Indefinite Delivery Indefinite Quantity (ID/IQ) contract with payments based on fixed price Task Orders (TOs).
- F.6.2** The Contractor shall notify the CO in writing, whenever the Contractor has reason to believe that the cost for the services asset forth in the contract will be either greater or substantially less than the cost reimbursement ceiling.
- F.6.3** The Contractor shall not exceed line item ceilings, cost category ceilings or total contract ceilings without a duly executed modification to the contract.
- F.6.4** As part of the notification, the Contractor shall provide the COa revised estimate of the cost of performing the services as set forth in the contract.

**F.7 DELIVERABLES**

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

- F.7.1** 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.7.2** In performing a TO, the Contractor shall submit/provide to the University all deliverables identified in the Contract and TO.
- F.7.3** The Contractor shall submit all reports in writings according to the following schedules:

Sec. No.	TYPE OF REPORTS	DUE DATES
C.5.3.1	The Contractor shall submit monthly schedules of personnel to the Contract Administrator for approval by the 15th of every month (Section C.2.3). Schedules shall meet, without exception, the University's requirements during "peak" and "off-peak" season demands. The Contractor shall receive written advance approval from the CA for overtime requests.	Written proposal 15th of every month

C.5.5	The Contractor shall submit a proposed schedule in response to this requirement for staff to be approved by the Contract Administrator.	Written proposal 25 <sup>th</sup> of each month
C.5.2	The Contractor shall submit reports bi-weekly on inspections of the University <b>HVAV</b> equipment for the power plant and all buildings and report changes in conditions. All power plant equipment and inventory of mechanical rooms are to be included in reports. All potential equipment failures are to be communicated immediately to Contract Administrator. All non- emergency changes shall be communicated with bi-weekly report along with plans to repair.	Written reports bi-weekly
C.5.6	The Mechanical room inspection reports are required monthly. All Mechanical Rooms shall be inspected for condition, potential hazards, and safety and communicated to the Contract Administrator. The Contractor is responsible for all repairs inside Mechanical Rooms.	Written reports monthly
F.5	Monthly Status Reports	Within 3 working days after the beginning of each month that a TO was executed.
F.5	Records and Minutes of Meetings	Within 48 hours of the meeting
F.5	Records on daily activities	Prior to final payment.
F.5	Closeout	After commissioning
F.5	Special Reports	As Required
F.5	Deficiency Reports	Within 48 hours of identification
F.5	All Other Reports related to the project	As Required
1.8	Certificate of Insurance	With every TO proposal received

**F.7.4** The Offeror shall submit a subcontracting plan (See §M.4.8 and Attachment J.1.4) with its proposal for the CO's approval.

**F.7.5** The Offeror shall submit a subcontracting plan (See §M.4.8 and Attachment J.1.4) with its proposal for the CO's approval.

**F.8** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to section G.3.2.

**SECTION G: CONTRACT ADMINISTRATION**

**G.1 INVOICE PAYMENT**

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

**G.2 INVOICE SUBMITTAL**

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the Contract Administrator (CA) specified in Section G.9 below. The address of the Chief Financial Officer (CFO) is:

University of the District of Columbia  
Office of the Controller/Agency CFO  
Accounts Payable Division  
4200 Connecticut Avenue NW Bldg. 39 Suite 200B  
Washington, D.C. 20008

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

G.2.2.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.4 Other supporting documentation or information, as may be required by the Contracting Officer, including but not limited to certified payroll data;

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

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

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

HYAC, Engineering and 24<sup>h</sup> Emergency Services

G.2.2.8 Authorized signature.

### **G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment shall be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 The District shall not make final payment to the Contractor until the agency CFO has received the Contracting Officer'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.

### **G.4 PAYMENT**

Unless otherwise specified in this contract, payment will be made on partial deliveries of good and services accepted by the District if:

G.4.1 The amount due on the deliveries warrants it; or

G.4.2 The contractor requests it and the amount due on the deliveries is in accordance with the following:

G.4.2.1 Payment will be made on completion and acceptance of each Task Order for which the price is consistent with Schedule B's hourly rates and the price consistent with that included in the Notice to Proceed and any amendment thereto.

G.4.2.2 Payment will be made upon presentation of a properly executed invoice.

G.4.2.3 The University may request, and the Contractor shall provide documentation to support all cost associated with its invoice, without which the invoice is not proper.

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

G.5.1 In accordance with **8B DCMR 3059**, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of

the invoice shall refer to the assignment and shall show that payment of the invoice is to be made directly to the assignee as follows:

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

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

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

G.6.1.1 The District 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 3rd day after the required payment date for meat or a meat product.
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

### **G.6.2 Payments to Subcontractors**

G.6.2.1 The Contractor shall take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

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

G.6.2.2 The Contractor shall 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 3rd day after the required payment date for meat or a meat product.

- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

#### G.6.3 Subcontract requirements

G.6.3. 1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02( d).

### **G.7 CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Mary Ann Harris, Chief Contracting Officer  
Eddie Whitaker, Contracting Officer  
Address: 4200 Connecticut Avenue, NW Building 39 Suite 200C  
Washington DC 20008

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

- G.8.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.9 CONTRACT ADMINISTRATOR (CA)**

G.9.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.9.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.9.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.9.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.2 The contact information for the CA is:

Andargeh Belachew  
Project Manager of Operations and Facilities Maintenance  
4200 Connecticut Avenue NW  
Washington, DC 20008

G.9.3 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the 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**

H.1.1 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:

H.1.1.1 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.

H.1.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("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.

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

The Contractor shall be bound by the Wage Determination No. 2015-4282, Revision No. 17, dated 04/23/2020, 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.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO 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 CO before the Contractor, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

**H.4 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA

Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District 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 I of the D.C. Municipal Regulations.

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

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-2 I 9.0 I et seq. (. First Source Act").

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

(1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and

(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.5.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;
  - (b) Social security number;
  - (c) Job title;
  - (d) Hire date;
  - (e) Residence; and
  - (f) Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

(1) Document in a report to the CO the Contractor's compliance with section H.5.4 of this clause; or

(2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:

- (a) Material supporting a good faith effort to comply;
- (b) Referrals provided by DOES and other referral sources;
- (c) Advertisement of job openings listed with DOES and other referral sources; and
- (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The CO may waive the provisions of section H.5.4 if the CO finds that:

(1) A good faith effort to comply is demonstrated by the Contractor;

(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 Statistical 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, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

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

(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.5.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 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 agency Chief Financial Officer and the CA.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, 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 this contract any decision of the CO pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

## **H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

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

## **H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

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

## **H.8 WAY TO WORK AMENDMENT ACT OF 2006**

H.8.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 et seq.) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.8.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

H.8.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.8.4 The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

H.8.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.8.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.8.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 et seq.

H.8.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law.
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage.
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility.
- (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act of 2006.
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44- 501); and
- (I 0) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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

## **H.9 SUBCONTRACTING REQUIREMENTS**

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

H.9.1.1 Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, all contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises (SBE's).

H.9.1.2 If there are insufficient qualified small business enterprises to complete]y fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.9.1.3 A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

H.9.1.4 Except as provided herein, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBE's. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code Section 2-218.63.

H.9.1.5 A prime contractor that is a certified joint venture and has been granted a proposal preference pursuant to D.C. Official Code Section 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBE's. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code Section 2-218.63.

H.9.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

H.9.1.7 A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code Section 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

### H.9.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it shall subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The plan shall be submitted as part of the proposal and may only be amended with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor;
- (2) A current certification number of the small or certified business enterprise;
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor will pay each subcontractor.

### H.9.3 Copies of Subcontracts

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

### H.9.4 Subcontracting Plan Compliance Reporting

- (1) If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:
  - (A) The price that the prime contractor will pay each subcontractor under the contract;
  - (B) A description of the goods procured, or the services subcontracted for;
  - (C) The amount paid by the prime contractor under the subcontract; and
  - (D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.
- (2) If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

### H.9.5 Annual Meetings

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

#### H.9.6 Notices

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

#### H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan

- (1) A Contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required information containing a material false statement; or (iii) fails to meet its subcontracting requirements,
- (2) A Contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fine in accordance with D.C. Official Code Section 218.63.
- (3) If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have a cause to terminate the contract under the default provisions in clause 8 of the SCP, Default.

H.9.8 Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

H.9.8.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises.

H.9.8.2 A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises.

H.9.8.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises.

H.9.8.4 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.



## HVAC, Engineering and 2417 Emergency Services

- H.9.8.5 A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.9.8.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.8.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.9.8.8 A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- H.9.8.9 A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

## H.9.10 Subcontractor Standards

- H.9.10.1 A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

**H.10 DISTRICT RESPONSIBILITIES**

The University shall conduct a pre-award survey to facilitate evaluation of offeror's eligibility determination pursuant to the requirements of the Responsibility Standards and Special Responsibility Standards herein. Non-responsible Offerors shall be rejected.

**H.11 CONTRACTOR RESPONSIBILITIES**

- H.11.1 The offeror shall provide support data "evidencing" that it meets the General Standards of Responsibility and the Special Standards of Responsibility listed in Sections L.15 and L.16 of this solicitation. Offeror's failure to comply with this requirement shall result in rejection of their proposal.
- H.11.2 The contractor shall give their subcontractors on every tier a copy of their payment bond upon request

## **SECTION I: CONTRACT CLAUSES**

### **1.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 ("SCP") are incorporated as part of the contract and are attached as Attachment J.I.

### **1.2 CONTRACTS THAT CROSS FISCAL YEARS**

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

### **1.3 CONFIDENTIALITY OF INFORMATION**

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

### **1.4 TIME**

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

### **1.5 RIGHTS IN DATA**

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

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

1.5.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements

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

1.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

1.5.5 all data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

1.5.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

1.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

1.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

1.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

1.5.7 The restricted rights set forth in section 1.5.6 are of no effect unless

(i)

(ii) the data is marked by the Contractor with the following legend:

#### RESTRICTED RIGHTS LEGEND

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

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

1.5.8 In addition to the rights granted in Section 1.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section 1.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

1.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, 1.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

1.5.10 For all computer software furnished to the District with the rights specified in Section 1.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section 1.5.5. For all computer software furnished to the District with the restricted rights specified in Section 1.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

1.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of

privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

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

1.5.13 Paragraphs 1.5.6, 1.5.7, 1.5.8, 1.5.11 and 1.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

## **1.6 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.

## **1.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the 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 District, the Contractor shall remain viable to the District for all Contractor's work and services required hereunder.

## **1.8 INSURANCE**

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

I. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

4. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

5. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000.00 per occurrence, including the District of Columbia as additional insured.

5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000.00 per occurrence for each wrongful act and \$1,000,000.00 annual aggregate. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

6. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$50,000.00 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.

7. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the

general liability insurance includes sexual abuse and molestation coverage for the required amounts.

8. Environmental Liability Insurance. The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$1,000,000.00 in coverage per incident and \$1,000,000.00 aggregate.

9. Employment Practices Liability. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims which the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Finns and the Independent Contractors Endorsement. The policy shall provide limits of \$1,000,000.00 for each wrongful act and \$1,000,000.00 annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.

D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

G.

H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Mary Ann Harris, Chief Contracting Officer  
University of the District of Columbia  
Office of Contracts and Procurement  
4200 Connecticut Avenue NW Building 39 Suite 200C  
Washington, DC 20008

I. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

### **1.9 EQUAL EMPLOYMENT OPPORTUNITY**

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

### **1.10 ORDER OF PRECEDENCE**

The contract awarded as a result of this RFP will contain the following clause:

#### **ORDER OF PRECEDENCE**

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

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



### **1.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

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

### **1.12 GOVERNING LAW**

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

### **1.13 CONTINUITY OF SERVICES**

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

1.13.1 Furnish phase-out, phase in (transition) training; and

1.13.2 Exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

1.13.3 The Contractor shall, upon the CO's written notice:

1.13.3.1 Furnish phase-in, phase-out services for up to 90 days after this contract expires and

1.13.3.2 Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to the CO's approval.

1.13.3.3 The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

1.13.3.4 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

#### **1.14 CANCELLATION CEILING**

In the event of cancellation of the contract because of non-appropriation for any subsequent fiscal years or any option years, there shall be a cancellation ceiling of \$250.00.

**SECTION J: ATTACHMENTS**

The following list of attachments is incorporated into the solicitation by reference.

<b>Attachment Number</b>	<b>Document</b>
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) Contact James Jenkins, Senior Contract Specialist at james.jenkins@udc.edu
J.2	U.S. Department of Labor Wage Determination No. 2015-4282 Revision No. 17 dated 04/23/2020
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"
J.5	2020 Living Wage Notice available at www.ocp.dc.gov click on "Solicitation Attachments"
J.6	2020 Living Wage Fact Sheet available at www.ocp.dc.gov click on "Solicitation Attachments"
J.7	Tax Certification Affidavit available at www.ocp.dc.gov click on "Solicitation Attachments"
J.8	Offeror/Offeror Certifications available at www.ocp.dc.gov click on "Solicitation Attachments"
J.9	Subcontracting Plan Form available at www.ocp.dc.gov click on "Solicitation Attachments"
J.10	Past Performance Evaluation Form available at www.ocp.dc.gov click on "Solicitation Attachments"
J.11	Proposal, Performance & Payment Bonds Contact James Jenkins, Senior Contract Specialist at james.jenkins@udc.edu

HYAC, Engineering and 24/7 Emergency Services

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

Offeror/Offeror Certifications available at [www.ocp.dc.gov](http://www.ocp.dc.gov) click on "Solicitation Attachments" and Attachment J.8.

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

### **L.1 METHOD OF AWARD**

L.1.1 The District reserves the right to accept/reject any/all proposals resulting from this solicitation. The Contracting Officer may reject all proposals or waive any minor informality or irregularity in proposals received whenever it is determined that such action is in the best interest of the District.

L.1.2 The District intends *to* award one contract from this solicitation to the responsive and responsible offeror(s) who has the lowest price proposal(s). However, a maximum of three (3) awards may be made if funds are available and the District has a need.

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

L.2.1 This solicitation **will** be conducted electronically. To be considered, an offeror shall submit one original and three copies of its proposal before the closing date and time.

L.2.2 All attachments shall be submitted with the proposal. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

L.2.2 The District may reject as non-responsive any proposal that fails to conform in any material respect to the RFP.

L.2.3 The District may also reject as non-responsive any proposals submitted on forms not included in or required by the solicitation. Offerors shall make no changes *to* the requirements set forth in the solicitation.

L.2.4 The offeror shall proposal on all CLINs to be considered for this award. Failure to proposal on all CLINs will render the proposal non-responsive and disqualify a proposal.

L.2.5 The Offerors shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a proposal rejection.

L.2.6 The District will reject as non-responsive any proposal that fails *to* include a subcontracting plan that is required by law.

### **L.3 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 be accomplished. Offerors will not be relieved from assuming all responsibility for properly estimating the difficulties

and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

#### **L.4 PRE-PROPOSAL CONFERENCE**

There will be a virtual pre-proposal conference on **Monday, March 9, 2021 from 2:00 p.m.**

**Teams Meeting#**  
**Login #**

#### **L.5 PROPOSAL DUE DATE**

Proposals shall be submitted to the following not later than **Friday, March 12, 2021 at 2:00 p.m.** via email to [james.jenkins@udc.edu](mailto:james.jenkins@udc.edu). The proposals shall be addressed to the following:

Eddie Whitaker Contracting Officer  
Attention: James Jenkins Senior Contract Specialist  
University of the District of Columbia  
Office of Contracting & Procurement  
4200 Connecticut Avenue NW Building 39 Suite 200C  
Washington, DC 20008

##### **L.5.1 WALK THRU**

Walk through may be scheduled for March 10, 11, 12 and 15 by contacting Timothy Millner [Timothy.Millner@udc.edu](mailto:Timothy.Millner@udc.edu) or (202) 274-5466

**L.5.1 QUESTIONS ARE DUE NOT LATER THAN March 16, 2021**

**L.5.2** The University will make every effort to post answers to all questions on the UDC website not later than March 23, 2021.

#### **L.6 WITHDRAWAL OR MODIFICATION OF PROPOSALS**

An offeror may modify or withdraw its proposal at any time before the closing date and time for receipt of proposals.

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

##### **L.7.1 Late Submissions**

The University will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

##### **L.7.2 Late Modifications**

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

### **L.8 ERRORS IN PROPOSALS**

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

### **L.9 QUESTIONS ABOUT THE SOLICITATION**

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person identified on the front page of the solicitation. The prospective offeror shall submit questions no later than March 16, 2021. The District will not consider any questions received after March 16, 2021. The District will furnish responses via a written amendment from the Contracting Officer posted on the UDC website. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

### **L.10 PROPOSAL PROTESTS**

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, may first file its grievance with the UDC Chief Contracting Officer and the matter shall be reviewed by the UDC Contracts Review Committee pursuant to DCMR Chapter 30 Section 3063. If the matter is not resolved to the contractor's satisfaction, or the contractor elects to do so, the contractor may file its protest with the D.C. Contract Appeals Board (Board) no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to proposal submission or the time set for receipt of proposals shall be filed with the Board prior to the time set for receipt of proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, shall 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, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO.

### **L.11 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation by submitting an original signed copy with its proposal and other signed copies attached to each copy of the proposal submitted. The District shall receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its proposal.

### **L.12 LEGAL STATUS OF OFFEROR**

Each proposal shall provide the following information:

L.12.1 Name, address, telephone number and federal tax identification number of offerors.

L.12.2 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

**HVAC**, Engineering and 24/7 Emergency Services executed. Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, 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 proposal shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.12.3 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.13 CERTIFICATES OF INSURANCE**

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

Eddie Whitaker, Contracting Officer  
University of the District of Columbia  
Office of Contracts and Procurement  
4200 Connecticut Avenue NW Building 39, Suite 200C  
Washington, DC 20008

### **L.14 SECURITY BONDS REQUIRED**

The offeror shall submit the following proposals in response to this invitation. Failure to comply shall result in rejection of proposal.

#### **L.14.1 Proposal Bond**

The proposal bond shall be in the amount of five percent (5%) of the original contract maximum price for one year and shall be submitted to the contractor's proposal.

#### **L.14.2 Performance Bond**

The performance security bond shall be for one hundred percent (100%) of the original contract maximum price for one year. It shall be submitted not later than the date and time specified in the Notice of Intent to Award.

#### **L.14.3 Payment Bond**

The payment security bond shall be for fifty percent (50%) of the original contract maximum price for one year. It shall be submitted not later than the date and time specified in the Notice of Intent to Award.



**L.14 GENERAL STANDARDS OF RESPONSIBILITY**

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

L.14.1 To be determined responsible, a prospective contractor shall demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq.;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.14.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

**SPECIAL STANDARDS OF RESPONSIBILITY**

**HVAC, Engineering and 24/7 Emergency Services**

L.14.3 In addition to the general standards of responsibility set forth above, the prospective contractor shall demonstrate to the satisfaction of the University the special qualifications of Emergency Response Personnel and other personnel matters listed herein. Specifically, the offeror shall submit with its proposal convincing evidence that demonstrates that the offeror meets the following Special Standard(s) of Responsibility:

L.14.3.1 Student Center Personnel - The contractor shall provide qualified personnel to operate and maintain MEP equipment. Personnel must have current LEED certification and knowledge of Geo-thermal cooling systems and LEED administration. The contractor shall develop and administer maintenance plans for building equipment following the LEED Platinum guidelines. Personnel shall hold LEED (Green Associate) certification, however, LEED **AP+M** (Operations and Maintenance) preferred. Building hours are Monday thru Friday 8a.m. through 11 p.m. and 11 a.m. to 9 p.m. on Saturdays and Sundays.

L.14.3.2 Time and Attendance - The Contractor's employees shall utilize the University's time and attendance system. The system manages the person(s) assigned to project's time and attendance. Those records will be utilized for verification of billable hours and work performed.

L.14.3.3 Emergency Response Personnel - The Contractor shall demonstrate the ability to provide a variety of specialized staff required within 4 hours of notification in the event of an emergency. The Contractor must have access to staffing, materials, and all resources that qualify them as a "Full-Service Provider." The Contractor shall provide evidence that they are successful in providing such services (example - Employee rosters with credentials, paid invoices that detail a variety of service, recommendations from current customers.

## SECTION M: EVALUATION FACTORS

### M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsive and responsible offerors whose offer is most advantageous to the University, based upon the evaluation criteria specified below. Thus, while 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

M.2.1 The technical rating scale is as follows:

Numeric Rating	Adjective	Description
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 exceed some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements, no deficiencies.

M.2.2 The technical rating is a weighting mechanism that will be applied to the point of value for each evaluation factor to determine the offerors score for each factor. The offerors total technical score will be determined by adding the offerors score in each evaluation factor. For example, if an evaluation factor has a port value range of zero (0) to forty (40) points, using the technical Rating Scale above, if the University evaluates the offeror’ response as “Good,” then the score for that factor is 4/5 of 40 or 32.

If subfactors are applied, the Offerors total technical score will be determined by adding the offeror’s score for each sub factor. For example, if an evaluation factor has a point value range of zero (0) to forty points, with two sub factors of twenty (20) points each, using the technical Rating above, if the University evaluates the offer’s response as “Good” for the first sub factor and “Poor” for the second sub factor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first sub factor plus 1/5 of 20 or 4 for the second sub factor, for a total of 20 for the entire factor.

## **M.3 EVALUATION CRITERIA**

### **TECHNCAL PROPOSAL CONTENTS:**

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 M3, Evaluation Criteria. The total sum of the maximum points for Technical Criteria and Key Certification is 80 points. Proposals shall be evaluated based on the following evaluation factors in the manner described below:

#### **M.3.1 FACTOR 1 – RELEVANT EXPERIENCE AND CAPABILITIES (30 POINTS)**

The offeror shall describe their relevant experience and capabilities necessary to perform the scope of work set forth in Section C of this RFP. Offerors will be evaluated based on experience and capabilities as documented in the offeror's proposal.

Subfactor 1 – Three (3) HVAC and related emergency services within the past three years in occupied school buildings valued over \$100,000.00, in which the offeror served as the general contractor in the past three (3) years. (15 points maximum).

Subfactor 2 – Demonstrate knowledge of the local regulatory agencies' and Code Officials (15 points maximum).

Information on submitted projects must include the Project Description, Project Amount, Award Date, Completion Date, Client Name, whether or not that the project was delivered on time and on budget, verifiable contract information of the client, and contractor performance evaluation (Attachment J.10). If the offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture.

### **M.3.1.2 FACTOR 2 – key personnel (Maximum 30 points)**

The offeror include with its proposal resumes of key personnel that will be assigned to this Project. Each resume shall describe the education, training, experience, professional affiliation and at least one (1) letter of recommendation for each key personnel. The offeror should also indicate what percentage each key personnel's time will be devoted to the proposal.

contract. In case of absence, death, disability or separation from the Offeror's employment, the Offeror will not be allowed to be easing any of the key personnel without written approval of the Contracting Officer. This factor of evaluation provides a maximum of 30 points.

The University requires that the Project will be managed by qualified and experienced key personnel.

Sub-factor 1 – Project Executive (maximum 10 points)

Sub-factor 2 -- Project Manager (maximum 10 points)

Sub-factor 3 -- Field Superintendent (maximum 10 points)

### **M.3.1.3 FACTOR 3 – MANAGEMENT PLAN (maximum 20 points)**

The offeror shall describe their management plan for the contract relative to the requirements of this solicitation.

Subfactor 1 – Organization chart, rules and availability of each identify key personnel (maximum 5 points).

Subfactor 2 – Conducting site walk-troughs and developing cost estimates (maximum 5 points)

Subfactor 3 – Responses on-call emergencies and unplanned activities (maximum 5 points)

Subfactor 4 – Overcoming to (2) identified challenges (maximum 5 points).

Offerors shall submit a project management plan. The project management plan shall clearly explain how the contractor intends to manage and implement multiple projects. It should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum the plan should:

- (1) Include the organizational chart, the specific roles and responsibilities of key personnel in managing a project.
- (2) Identify how the offeror will respond to on-call emergencies and unplanned activities
- (3) Describe two (2) key challenges inherent in a project and explain how they will be overcome or mitigated. This element of evaluation is worth a maxim of 30 points.

### **M.3.4 MAXIMUM TECHNICAL POINTS = 80**

M.4 The total sum of the maximum points for Technical Criteria, and Price Criteria, and DSLBD Preference Points shall not exceed 112 points.

#### **M.4.1 PRICE**

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

Lowest price proposal  
\_\_\_\_\_ x weight (20) = Evaluated price score

Total price of proposal being evaluated

#### **M.1. Preferences for Certified Business Enterprises**

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2014", D.C. Official Code § 2-218.01 et seq. as amended ("Act", as used in this section), the District shall apply preferences in evaluating proposals from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

##### **M.1.1. Application of Preferences**

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

M. 1 .1.1 A prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (**DSLBD**) will receive a three percent (3%) reduction in the proposal price for a proposal submitted by the SBE in response to this Request for Proposals.

M. 1.1.2 A prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the proposal price for a proposal submitted by the ROB in response to this RFP.

M.1.1.3 A prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a ten percent (10%) reduction in the proposal price for a proposal submitted by the LRB in response to this RFP.

M.1.1.4 A prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the proposal price for a proposal submitted by the LBE in response to this RFP.

HVAC, Engineering and 24/7 Emergency Services

L.1.1.5 A prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the proposal price for a proposal submitted by the DZE in response to this RFP.

M. 1.1.6 A prime contractor that is a disadvantaged business enterprise (DBE) certified by **DSLBD** will receive a two percent (2%) reduction in the proposal price for a proposal submitted by the DBE in response to this RFP.

M.1.1.7 A prime contractor that is a veteran-owned business (YOB) certified by DSLBD will receive a two percent (2%) reduction in the proposal price for a proposal submitted by the YOB in response to this RFP.

M.1.1.8 A prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the proposal price for a proposal submitted by the LMBE in response to this RFP.

#### M.1.2 Maximum Preference Awarded

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

#### M.1.3 Preferences for Certified Joint Ventures

A certified joint venture will receive preference as determined by DSLBD in accordance with D.C. Official Code Section 2-2 18.39a(h).

#### M.1.4 Verification of Offeror's Certification as a Certified Business Enterprise

M.1.4.1 Any vendor seeking to receive preferences on this solicitation shall be certified at the time of submission of its proposal. The CO will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.1.4.2 Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW, Suite 850N  
Washington DC 20001

M.1.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

## **M.2 EVALUATION OF OPTION YEARS**

The District will evaluate proposals 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 District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.