

SOLICITATION, OFFER, AND AWARD			1. Caption			Page of Pages					
			Bookstore Management Services			1	67				
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued		6. Type of Market			
		GF-2012-R-0040		<input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		June 19, 2012		<input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Mandatory 35% SBE <input type="checkbox"/> Sub-Contracting Set Aside			
7. Issued By: University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW Building 38, Room C04 Washington, DC 20008					8. Address Offer to: University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW Building 38, Room C04 Washington, DC 20008						
NOTE: In sealed bid solicitations "offer" and "offeror" means "bid" and "bidder"											
SOLICITATION											
9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>4200 Connecticut Avenue, NW Bldg. 38, Room C04, Washington, DC 20008</u> until <u>2:00 P.M.</u> local time <u>July 31, 2012</u> (Hour) (Date)											
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.											
10. For Information Contact		A. Name			B. Telephone			C. E-mail Address			
		Janet C. Concepcion			202 274-6914			janet.concepcion@udc.edu			
11. Table of Contents											
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OFFER											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.											
13. Discount for Prompt Payment		<input checked="" type="checkbox"/> 10 Calendar days %		<input type="checkbox"/> 20 Calendar days %		<input type="checkbox"/> 30 Calendar days %		<input type="checkbox"/> Calendar days %			
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				Amendment Number		Date		Amendment Number		Date	
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract							
15B. Telephone			15 C. Check if remittance address is different from above - Refer to Section G			17. Signature			18. Offer Date		
(Area Code)	(Number)	(Ext)	<input type="checkbox"/>								
AWARD (TO BE COMPLETED BY GOVERNMENT)											
19. Accepted as to Items Numbered			20. Amount			21. Accounting and Appropriation					
22. Name of Contracting Officer (Type or Print)				23. Signature of Contracting Officer (District of Columbia)				24. Award Date			
University of the District of Columbia											

SECTION B: SUPPLIES OR SERVICES AND COST

- B.1** The University of the District of Columbia, Capital Procurement Division (the “University”) is seeking a Contractor to provide Bookstore Management Services for the University of the District of Columbia (UDC) and the UDC Community College (UDC - CC) Campus Bookstores.

The District intends to award a single contract resulting from this RFP to the responsible Offeror whose offer conforming to the RFP will be most advantageous to the University.

- B.2** The University contemplates award of a Management Agreement wherein the University of the District of Columbia (UDC) will be referred to as the “Lessor”, and the awarded Offeror will be referred to as the “Lessee” and/or “Contractor.”

B.3 OPEN MARKET SOLICITATION

This Request for Proposal (RFP) is designated for all Open Market Offerors, under the provisions of the D.C. Law 13-169, “Equal Opportunity for Local, Small, Resident or Disadvantaged Business Enterprise Amendment Act of 2000” (the Act). The District shall apply preferences in evaluating bids or proposals from businesses that are local, disadvantaged, resident business ownership or located in an enterprise zone of the District of Columbia.

SECTION C: SPECIFICATIONS / WORK STATEMENT

C.1 SCOPE

The University of the District of Columbia, Capital Procurement Division (the “University”) is seeking a Contractor to provide Bookstore Management Services for the University of the District of Columbia (UDC) and the UDC Community College (UDC - CC) Campus Bookstores.

C.2 BACKGROUND

The University desires a full-service Bookstore that is a visible representation of the academic quality and image of the University. The University seeks a Contractor that will capitalize on the exciting growth potential at UDC, which is a result of the following:

- The renovation/expansion of the Student Center, which will more than triple the amount of Bookstore space, to approximately 9,381 square feet.
- Strong projected enrollment growth at the University.
- House account / financial aid program which contributes to strong textbook sales.
- Plans for campus housing.

C.2.1 Elements of a full-service Bookstore include, but are not limited to, the following:

- Supporting the academic mission of the University by providing efficient and effective textbook/course materials services to students and faculty.
- Providing easy access and multiple distribution channels for textbooks/course materials.
- Developing a proactive textbook/course materials strategy, that will allow the Bookstore to compete effectively in the challenging university bookstore environment.
- Communicating and coordinating with faculty regarding the use of all types of course materials.
- Creating and implementing effective strategies to reduce the cost of textbooks/course materials to UDC and UDC - CC Students by offering a strong used textbook program, comprehensive textbook rental program, digital textbook/course materials program, and by utilizing emerging technologies.
- Providing comprehensive textbook/course materials services to support all University programs, including the UDC Community College (UDC - CC) Programs, and UDC current or future distance learning programs and online courses.
- Providing excellent customer service, including minimizing transaction times and wait times for in-store and online purchases, and ensuring efficient processing of all transactions (i.e., financial aid, scholarships, etc.).
- Supporting the academic mission of the University by providing a general book department that supports faculty and alumni authors, speakers, lectures, and other campus academic and intellectual events.
- Creating a dynamic, exciting retail environment.
- Developing a comprehensive marketing and promotional strategy that will assist with advancing the UDC “brand.”
- Assisting with promoting and branding UDC by offering a broad selection of emblematic clothing and gifts.

- Providing exceptional value to customers by offering high quality products and services at fair prices and multiple price points.
- Developing a comprehensive online/web strategy and mail order program.
- Utilizing state-of-the-art technology for Bookstore operations (e.g., point-of-sale, inventory management, Website, financial aid, registration integration, etc.).

C.2.2 Current Bookstore Operation

The University of the District of Columbia (UDC) Bookstore, under the direction of the Office of the Vice President for Real Estate and Facilities, is currently contracted (i.e., operated and managed by a bookstore contract management firm). The UDC Bookstore is a significant business, generating in excess of \$3 million in sales during the 2010 calendar year.

The UDC Bookstore consists of the following operations:

- UDC Bookstore located in Building 38 at 4200 Connecticut Avenue, NW, Washington, DC
- UDC Community College Bookstore (UDC - CC Bookstore) located at 801 North Capitol Street, NE, Washington, DC
- The Bookstore Website

(Note: Throughout this RFP, the multiple UDC Bookstore locations and programs are referred to collectively as the “Bookstore.”)

C.3 REQUIREMENTS

C.3.1 Operations

- a. The Contractor shall provide the UDC community with a full range of course materials, new textbooks, used textbooks, digital textbooks, custom published materials, rental textbooks, general books, reference books, supplies, computer hardware, computer software, computer peripherals, computer supplies, general merchandise, emblematic clothing and gifts, greeting cards, convenience items, health and beauty aids (HBA’s), special order services, class rings, graduation merchandise, and other services expected from a full-service university bookstore.
- b. Bookstore Name - The names of the Bookstores will be the “UDC Bookstore” and the “UDC - CC Bookstore.”
- c. The Contractor shall operate the Bookstore on its own credit and shall furnish at its own expense, all merchandise, equipment, labor, supplies, and services required to perform its duties and responsibilities as required by the University.
- d. The Contractor shall manage and operate the Bookstore located on the UDC Campus in Building 38 at 4200 Connecticut Avenue, NW, Washington, DC.
- e. The Contractor shall manage and operate the Bookstore located on the UDC - CC Campus at 801 North Capitol Street, NE, Washington, DC.

- f. The Contractor shall provide textbook and course materials services to the University's current and/or future online and/or distance learning programs.
- g. Website/Mail Order - The Contractor shall manage and operate a full-service Website/Mail Order Program specifically for the Bookstore.
- h. The University has the right to add or remove bookstore locations if it deems such additions or removals are in the best interests of the University.
- i. The Contractor shall have the right to operate the Bookstore. However, the UDC Administration may authorize the sale of certain items such as UDC emblematic merchandise and gifts by approved vendors, student groups, or by organizations of UDC.
- j. The Contractor shall withdraw from display or sale, any item or items, which the University requests not be displayed or sold.
- k. Fixtures/Equipment - The Contractor shall, at its sole expense, provide any necessary fixtures or equipment (e.g., cart, tent, POS terminal, etc.) to sell UDC merchandise at designated special events on campus to capitalize on sales opportunities.
- l. Special Events - The Bookstore shall support special events (lectures, speakers, etc.) on campus by selling books at University events.
- m. Donations - The Bookstore shall provide donations of merchandise (retail value), textbook scholarships, Bookstore gift certificates, etc., to support various departments, programs, events, etc., on campus. (Note: The amount of donations, textbook scholarships, etc., offered by the Contractor should be listed under "Additional Financial Incentives" on the Financial Bid Form, Attachment J.10.)
- n. Trash Removal / Recycling - The Contractor shall be required to participate in the University's recycling program. The Contractor shall remove all trash and recyclable materials and place them in the proper UDC recycling containers.
- o. Environmental Practices - The Contractor shall utilize environmentally friendly practices in its operation of the Bookstore.
- p. Reporting Requirement - The Contractor shall report to the Contract Administrator (CA) listed in Section G.6. The Contractor shall submit all deliverables listed in Section F.4 to the CA. The Contractor's regional manager shall meet with the Vice President Facilities & Real Estate, or designee upon request to review the Bookstore's performance.
- q. Licensing, Permits, Taxes - The Contractor shall secure and pay for all federal, state, and local licenses and permits required for the operation of the UDC Bookstore. The Contractor shall pay for any and all taxes and assessments attributable to the operation of the Bookstore provided herein including but not limited to sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.

- r. Financial Projections – The Contractor shall provide financial projections for the first five (5) years of operation of the Bookstore. Projections, to be submitted in response to Section L.3.4.1.b, must include the following:
- Sales by Category/Department (by location, and consolidated)
 - Total Sales (by location, and consolidated)
 - Cost of Goods Sold
 - Gross Margin
 - Personnel Expenses
 - Direct Operating Expenses
 - Indirect Expenses (e.g., Management Fee, Company Overhead Charges)
 - Rent/Commission to the University
 - Profit/Loss
 - Website Sales

C.3.2 Customer Service

- a. The Contractor shall provide excellent customer service at the Bookstore.
- b. The Contractor shall operate the Bookstore in a manner that reflects the image and reputation of UDC and supports the mission, vision, and goals of the University. The Contractor shall become involved in the academic, cultural, and social environment at UDC, taking advantage of opportunities to offer special merchandising, marketing, and/or assistance based upon the ongoing and unique activities of the University.
- c. The Contractor shall cooperate to whatever reasonable extent possible in order to assist and be supportive to student organizations and student activities of UDC with respect to Bookstore services and merchandise.
- d. Customer Feedback - The Contractor shall seek customer feedback on a regular basis through methods that include, but are not limited to, customer and faculty surveys, student focus groups, customer comment cards, secret shopper programs, etc. Customer feedback results will be shared with the UDC Administration.
- e. Hours of Operation - Hours of operation will include Monday through Friday, at a minimum, during the academic year. Hours of operation will be defined by the University in conjunction with the Contractor. Hours of operation will be extended during the beginning of each term and to support special programs and events as necessary (i.e., Homecoming, Freshmen Week, etc.).

Changes to the defined hours of operation must be approved by the University. During all hours of operation, including peak business hours and extended hours of operation, the Contractor shall staff the Bookstore adequately to provide the level of service required by the University.

- f. Bookstore Advisory Committee – The University will establish a Bookstore Advisory Committee. The Contractor’s Bookstore Manager shall meet regularly with the Committee

and with University officials to review Bookstore operations. Further, the Contractor's Bookstore management shall work cooperatively with the Committee, and with University officials in the development and improvement of the Bookstore's program, services, and policies. The Contractor shall make every reasonable effort to comply with requests from the Committee and from University officials to improve the Bookstore's program, services, and policies. The Bookstore Manager or his/her designee shall meet periodically with deans, department heads, and other faculty members.

- g. Refund Policy - The Contractor's refund policy shall be sensitive to the needs of University students and customers.

C.3.3 Staffing / Personnel

- a. Staffing - The Contractor shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of a full-service Bookstore in accordance with the requirements established by the University.
- b. Bookstore Manager - The Bookstore Manager assigned to the Bookstore by the Contractor must be approved in advance by the Contracting Officer (CO). Subsequent changes in assignments shall be made by the Contractor only after prior consultation with, and approval by, the CO. The University expects management continuity (i.e., limited turnover of the Manager) in order for the Contractor to meet University expectations and requirements.
- c. Student Employees - The Contractor shall provide employment opportunities for University students.
- d. Employee Conduct - The Contractor shall be responsible for the actions of its employees, agents, and independent Contractors hereunder and for the payment of all taxes, wages, benefits and other costs associated with such persons. While in University premises, all employees, agents and subcontractors of the Contractor shall comply with all applicable University policies and procedures. The Contractor shall be required to remove any such employee, agent, or subcontractor employees from UDC and UDC - CC at the University's request. In addition, the University will 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.3.4 Textbooks / Course Materials

- a. The Contractor shall be the University's agent for the collection and compilation of the textbook/course materials list and for providing textbooks and course materials to UDC and UDC - CC Students. The Contractor shall provide course materials, including all required, recommended, or suggested course materials and supplies, including textbooks, coursepacks, software, and materials published or distributed electronically.
- b. The Contractor, working with the faculty, shall make every effort to obtain early textbook/course materials adoption commitments in order to maximize the quantity of

textbooks purchased from students for resale at the Bookstore. The Contractor shall provide timely reports to faculty members concerning the status of their orders.

- c. The Contractor shall provide sufficient quantities of textbooks/course materials, custom-published materials, software, and related academic supplies and materials, as required by the faculty for course work, available for purchase by students according to the schedule established by the University.
- d. The Contractor shall provide comprehensive textbook/course materials services and will work closely with the University to support all UDC Programs, including UDC - CC Programs.
- e. The Contractor shall provide textbook/course materials services to the University's current or future distance learning programs.
- f. The Contractor shall provide a full-service textbook rental program.
- g. The Contractor shall provide a digital delivery program that addresses the changing types of course materials, including providing digital course materials, digital textbooks, etc.
- h. The Contractor shall provide custom-published materials (i.e., coursepacks), including the securing of copyright clearances in compliance with all copyright laws, production/printing, and sales.
- i. The Contractor's UDC Bookstore Web site shall include, but not be limited to, the ability for customers to order and reserve textbooks/course materials.
- j. Textbook adoption forms, whether received in paper form, electronically, or otherwise, provided to the Contractor by the Faculty or Staff are the property of the University. The Contractor shall provide textbook/course materials adoption data and/or adoption forms to the University within twenty-four (24) hours of University's request for copies of such adoption data and/or adoption forms.
- k. The Contractor shall work with the University to ensure compliance to the Higher Education Opportunity Act (HEOA) by making textbook/course materials information available on the Bookstore Website, including textbook ISBN's and pricing.

C.3.5 Pricing Policies

- a. The University is extremely committed to making textbooks/course materials affordable to University students.
- b. The Contractor shall adhere to the following textbook/course materials pricing policy:
 - "List-Priced" new textbooks will be sold at no higher than list price.
 - "Pre-Priced" new textbooks will be sold at no higher than the pre-price.
 - "Net-Priced" new textbooks will be sold at no higher than a twenty-five percent (25%) gross profit margin.

- "Net-Priced" bundled packages of course materials (e.g., textbook, workbook, CD, passcode, etc., bundled together) will be sold at no higher than a twenty-five percent (25%) gross profit margin.
 - Digital course materials will be sold at no higher than a twenty-five percent (25%) gross profit margin.
 - Used textbooks will be sold at no higher than seventy-five percent (75%) of the current new textbook retail price.
 - Coursepacks and custom published materials (i.e., materials requiring copyright permissions) will be sold at no higher than a twenty-five percent (25%) gross profit margin.
 - Rental textbooks shall be rented at no higher than fifty percent (50%) of the current new textbook retail price.
 - There will be no add-ons or surcharges to cover freight, handling, publisher re-stocking fees, etc. (i.e., The above formulas will be applied to the actual price listed on the publisher's invoice in order to determine the selling price of a particular textbook/course material.)
- c. The Contractor shall sell trade books, reference books, and other non-textbooks at no more than the publisher's list price, or if there is no list price, at prices competitive in the local area and competitive in the university bookstore industry.
- d. The Contractor shall sell all other merchandise (clothing, giftware, supplies, etc.) at prices competitive in the local area and competitive in the university bookstore industry. The Contractor shall make a significant effort to provide emblematic/logo merchandise at multiple price points.
- e. The University has the right to audit the Contractor's records, vendor invoices, publisher invoices, etc., to verify adherence to the established pricing policies.

C.3.6 Used Textbook Program

- a. Used Textbook Availability – The University is extremely committed to providing a strong used textbook program in order to reduce the cost of textbooks to the students. The Contractor shall make a significant effort to maximize the availability of used textbooks for purchase by Students.
- b. Buyback - The Bookstore shall buy back books from students at not less than 50% of the original purchase price for textbooks that have been adopted for an ensuing semester. (i.e., If a textbook was purchased new and has been readopted, then the Bookstore shall pay the student not less than 50% of the original new purchase price during buyback. If a textbook was purchased used and has been readopted, then the Bookstore shall pay the student not less than 50% of the original used purchase price during buyback.) Textbooks that have not been adopted for an ensuing semester will be purchased at not less than the current wholesale price, established by national used book wholesalers and published in one of the current national used book wholesale buying guides.

The Bookstore's buyback program shall be fully integrated and shall include the ability for UDC and UDC - CC Students to sell their used textbooks at any of the University Bookstore locations. UDC and UDC - CC Students will be paid 50% of the original purchase price for textbooks that have been adopted for an ensuing semester/term for any of the University courses, locations, or University programs.

- c. Desk Copies – The University prohibits the purchase and sale of complimentary/desk copies by the Bookstore marked “Instructor Copy.”

C.3.7 General Merchandise

- a. The Contractor shall provide a full range of general merchandise including emblematic clothing, emblematic gifts, computer hardware, computer software, computer supplies, computer peripherals, general books, reference books, general merchandise, novelty gifts, school supplies, greeting cards, convenience items, health and beauty aids (HBA's), special order services, class rings, graduation merchandise, and other services expected from a full-service university bookstore.
- b. The Contractor shall promote and brand UDC by offering a broad selection of emblematic clothing and gifts. The Contractor shall provide exceptional value to UDC customers by offering high quality products and services at fair prices and multiple price points. The Contractor shall continually expand and introduce new product lines.
- c. Website. The Contractor shall be required to maintain a full-service UDC Bookstore Website featuring a full range of UDC emblematic merchandise.
- d. Class Rings and Graduation Merchandise. The Contractor shall sell class rings and graduation merchandise (i.e., announcements, diploma frames, etc.) in the Bookstore and at graduation related events.
- e. Use of UDC Logo. The use of the UDC logo, seal, marks, etc., on any merchandise must be approved by the University. All companies who wish to produce and sell UDC branded merchandise are required to adhere to any current or future University trademark/licensing program requirements.

C.3.8 Tender Types / Discounts

- a. Tender Types - At a minimum, the Contractor shall accept cash, personal checks, major credit cards, Bookstore gift cards, bank debit cards, UDC Book Vouchers, UDC Campus Card, scholarship charges/vouchers, and financial aid account charges/vouchers. The Contractor shall be solely responsible for all expenses and collection of debts resulting from cash, personal checks, credit cards, and bank debit card transactions.
- b. Financial Aid Program/Book Vouchers - The Contractor shall be required to provide automated financial aid services, including the ability for financial aid students to purchase their textbooks/course materials online and in the Bookstore. Students may purchase books

and supplies at the Bookstore using UDC Book Vouchers. Details of the Book Voucher Program are as follows:

- Students who are eligible to receive financial aid from the University will receive book vouchers to utilize in the Bookstore.
 - The University will provide the Contractor with the list of students who have qualified to receive book vouchers prior to the book voucher use period.
 - Usage of book vouchers typically begins a couple of weeks prior to start of the Fall or Spring semester and ends at the end of the Add/Drop class period. (The Add/Drop class period allows students to register or withdraw from classes after the official first day of classes of each semester after.)
 - Financial aid is only available during the Fall and Spring semesters. Summer sessions are excluded.
 - Students can use Book Vouchers to purchase textbooks/course materials in the Bookstore or pre-order and pick up in the Bookstore.
 - The Contractor shall be required to utilize secure encryption to receive and send financial aid files to the University and other related financial aid services as defined by the University.
 - The Contractor's financial aid systems shall have the ability to interface with the University's systems.
 - The Contractor shall track the initial amount of award, transactions, and current balance in real-time.
 - The Contractor shall absorb all expenses (e.g., hardware, software, programming, etc.) associated with receiving and sending financial aid files, POS transactions, AP, AR, etc.
 - The Contractor shall provide the University with the weekly charges incurred by students using Book Vouchers. The Contractor shall invoice the University for all Book Vouchers charges within one (1) week of the Add/Drop class period.
 - The University shall pay the Contractor for financial aid transactions within thirty (30) days of invoice receipt.
- c. UDC Campus Card - The Contractor shall provide at its sole expense the hardware, software, and interfaces necessary in order to accept any UDC Campus Card and/or another smartcard utilized by UDC in the future, at the Bookstore. The Contractor may be assessed with a transaction fee (as a percentage of sales) for UDC Campus Card sales.
- d. Department Charges/Discounts – University Departments will be allowed to charge department purchases at the Bookstore. University Departments will receive a twenty percent (20%) discount on purchases of supplies over \$1.00, excluding textbooks, sale merchandise, computer hardware, and academically discounted software.
- e. Faculty / Staff Discounts – University Faculty and Staff will receive a ten percent (10%) discount on all purchases over \$1.00, excluding textbooks, sale merchandise, computer hardware, and academically discounted software.

C.3.9 Technology

- a. Technology Investment - The Contractor shall provide state-of-the-art technology (e.g., Bookstore computer system, point-of-sale system, computerized textbook management

system, technology necessary to comply with HEOA, Website, alternative technology for textbooks/course materials, etc.) to deliver the desired level of service. (Note: The University will not buy out the undepreciated portion of the Contractor's technology investment at the termination, expiration, or non-renewal of the contract.)

- b. Website - The Contractor shall provide and maintain a Website for the Bookstore. The Website shall be fully integrated so that all functions are available at all Bookstore locations. The Website shall include, but not be limited to, the ability for customers to order and reserve textbooks, general books and general merchandise. The Website shall offer registration integration, online buyback, and the ability for faculty to submit textbook adoptions online. All aspects of the Bookstore Website, including products sold, links to and/or from the Bookstore Website, and advertising accepted, shall require the University's prior written approval. Third-party vendors on the Website must be pre-approved by the University Administration.

The Website shall include a consolidated feature that allows students to order textbooks with ease for courses taken at multiple UDC Campuses or at a single UDC Campus depending upon their textbook/course material needs.

- c. PCI Compliance - To ensure all possible steps are taken to secure University Student, Faculty, and Staff personal data, all in-store technology and e-commerce processing must be PCI compliant. The Contractor shall provide annual PCI certification documentation.
- d. Customer Data - Customer data must not be shared or sold by the Contractor without the express written approval of the customer.

The Contractor shall notify the University promptly of any security breach that results in the unauthorized access, disclosure, or misuse of customer data. The Contractor shall, within one day of discovery, report to the University any use or disclosure of customer data not authorized in writing by the customer. The Contractor's report to the University shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the customer data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, if known, (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure, and (vi) such other information as reasonably requested by the University. The above provisions will be extended to all subcontractors used by the Contractor who are provided access to customer data by the Contractor.

The Contractor shall be responsible for all costs of the University required under District or Federal laws as a response to any security breach involving Customer Data which is reported to the University as required in this section, including but not limited to the costs of providing free credit reporting services to Customers whose data has been breached and costs of any required University notification to such Customers.

- e. Student Records – To the maximum extent applicable, the Contractor shall ensure that all possible steps are taken to comply with federal FERPA requirements regarding student record information.

C.3.10 Financial Reporting

- a. On a monthly basis, the Contractor shall submit a sales report to the CA, including sales by category and total sales for the Bookstore (for all locations) within ten (10) calendar days after each month.
- b. On an annual basis, the Contractor shall submit a detailed Bookstore financial statement to the University within thirty (30) calendar days after each year. At a minimum, the UDC Bookstore financial statement will include the following:
 - Sales by Category/Department sales (by location, and consolidated)
 - Total Sales (by location, and consolidated)
 - Cost of Goods Sold
 - Gross Margin
 - Personnel Expenses
 - Direct Operating Expenses
 - Indirect Expenses (e.g., Management Fee, Contractor Overhead Charges)
 - Rent/Commission Paid to the University
 - Profit/Loss
 - Dollar Amount of "Retail Textbook Buyback"
 - Dollar Amount of "Wholesale Textbook Buyback"
 - Number of Class Rings Sold
 - Web Site Sales
- c. The Contractor shall provide the University with a copy of its company's audited financial statement on an annual basis as soon as it becomes available.

C.3.11 Facility Investment

- a. Facility Investment - It is expected that the UDC Bookstore, located in Building 38 at UDC Van Ness campus, will retain its area at approximately 2,750 square feet for the first two years of the contract. In Year 3 of the contract, the UDC Bookstore will expand to coincide with the completion of the University's New Student Center Project. The new Bookstore will consist of approximately 9,381 square feet.

The Contractor shall work closely with the UDC Administration and the University's architects to design and plan a state-of-the-art retail Bookstore facility expansion. Offerors are required to submit a proposed facility investment for the Bookstore facility expansion as part of their response to this RFP (see Section L.3.4).

The Contractor's capital investment in the Bookstore facility expansion may include, but not be limited to, the following:

- Wall treatment/slatwall
- Ceiling, flooring, and lighting
- Furniture
- Fixtures
- Graphics/signage

- Window treatments/décor items

(Note: In addition, Offerors shall complete the Financial Bid Form, Attachment J.10.)

- b. Facility Investment Standards - The facility investments for the Bookstore must meet University standards; must be approved in advance by the University; must comply with all procurement and permitting regulations and all laws; and must be coordinated by the Contractor. Any subcontractor used by the Bookstore Contractor to assist with making facility improvements must be approved in advance by the University.
- c. Ownership of Capital Investment and Fixtures - All capital investments and fixtures in Bookstore facilities shall become the property of the University at the termination of the contract. If the contract, or extensions thereto, end for reasons other than poor performance (see Section F.3) prior to the capital investment being fully depreciated, then the University will reimburse the Contractor for the undepreciated portion of the capital investment in the Bookstore facilities, and all capital investments and fixtures shall become the property of the University. If the contract is terminated for poor performance (see Section F.3.a) then the University will not reimburse the Contractor for the undepreciated portion of the capital investment, and all capital investments and fixtures will become the property of the University.
- d. Accounting of Facility Investment - The Contractor shall provide the University with a full accounting of its facility investment, including copies of invoices paid to subcontractors for the facility investment.
- e. Investment Difference - If the actual amount spent by the Contractor on the facility investment is less than the amount offered in the Contractor's proposal, then the Contractor shall provide the University with the difference between the actual amount spent and the amount offered, payable within thirty (30) days following completion of the facility improvements. If the actual amount spent by the Contractor on the facility investment is more than the amount offered in the Contractor's proposal, then the Contractor shall be solely responsible for all costs necessary to complete the renovation.
- f. Depreciation - The capital investment by the Contractor in the Bookstore facility shall be depreciated on a straight-line basis over eight (8) years.
- g. Design Fees - All Bookstore design fees and fees associated with facility improvements shall be incurred solely by the Contractor and the Contractor shall treat all design and planning fees as the Contractor's operating expenses. Design fees and planning fees shall not be included as part of the capital investment to be depreciated.
- h. Timing of Facility Investment - The timing of the facility investment for the Bookstore facilities will be determined by the University.

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 the resultant contract shall be governed by clause number five (5), Inspection of Supplies, and 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)

E.1.1 Inspection Of Supplies:

- (a) Definition. "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor's failure to cure within ten (10) days after date of notification, the District may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.
- (c) The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the March (2007) SCP. 2 system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the District during contract performance and for as long afterwards as the contract requires. The District may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.
- (d) The District has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The District will perform inspections and tests in a manner that will not unduly delay the work. The District assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.
- (e) If the District performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the District will bear the expense of District inspections or tests made at other than Contractor's or subcontractor's premises; provided, that in case of rejection, the District will not be liable for any reduction in the value of inspection or test samples.
 - (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.
 - (2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest.

- (f) The District has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The District may reject nonconforming supplies with or without disposition instructions.
- (g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.
- (h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the District may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.
- (i) If this contract provides for the performance of District quality assurance at source, and if requested by the District, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for District inspection.
- (j) The District request shall specify the period and method of the advance notification and the District representative to whom it shall be furnished. Requests shall not require more than 2 business days of advance notification if the District representative is in residence in the Contractor's plant, nor more than 7 business days in other instances.
- (k) The District will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. District failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the District, for non-conforming supplies.
- (l) Inspections and tests by the District do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
- (m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the District, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the

transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the District will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby.

E.1.2. Inspection Of Services:

- (a) Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.
- (c) The District has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District will perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.
- (e) If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.
- (f) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the District may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the District that is directly related to the performance of such services, or (2) terminate the contract for default.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF THE CONTRACT

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The University may extend the term of this contract for a period of nine (9) 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 preliminary written notice of its intent to extend at least one hundred twenty (120) days before the contract expires. The Contractor may waive the 120 day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

F.2.3 The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten (10) years.

F.3 TERMINATION

- a. The Contractor shall perform in accordance with the terms and conditions as stated herein incorporated in the contract and in accordance with the highest standards and commercial practices for operation of a Bookstore serving the University. If the Contractor shall fail to fulfill or perform any material obligation of the Contractor under the contract and such failure shall continue for sixty (60) days following written notice (the "Default Notice") from the University to the Contractor informing the Contractor of its failure to fulfill or perform said material obligation, then the University may terminate the contract by providing the Contractor with written notice (the "Termination Notice").
- b. The University may terminate the contract at any time by providing the Contractor with one-hundred twenty (120) days written notice.
- c. The University may terminate the contract immediately upon written notice to the Contractor if the Contractor becomes (i) insolvent; (ii) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding; or (iii) proceedings in bankruptcy or insolvency are instituted against the Contractor, a receiver is appointed, or if any substantial part of the Contractor's assets is the object of attachment, sequestration or other type of comparable proceeding, and such proceeding is not vacated or terminated within thirty (30) days after its commencement or institution.

F.4 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the University's requirements and submit each deliverable to the Contract Administrator (CA) identified in Section G.6 in accordance with the following:

SECTION	DELIVERABLE	QUANTITY	FORMAT/ METHOD OF DELIVERY	DUE DATE
C.3.8.b	Weekly Charges on Book Vouchers	1	Hard & electronic copy	Every Monday
C.3.8.b	Invoice on Use of Book Vouchers	1	Hard & electronic copy	Within One Week of the Add/Drop Class Period
C.3.10.a	Monthly Sales Report	1	Hard & electronic copy	Every 10 th day of the month
C.3.10.b	UDC Bookstore Annual Financial Statement	1	Hard & electronic copy	Every 30 th day of January
C.3.10.c	Contractor's Annual Audited Financial Statement	1	Hard & electronic copy	As soon as it becomes available

F.4.1 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.

SECTION G: CONTRACT ADMINISTRATION

G.1 PAYMENT TO UDC

G.1.1 The Contractor will make payment to the University through monthly payments according to the commission schedule. If the monthly payments at the end of the contract year do not meet the minimum annual guarantee, any amount due in excess of the monthly payments to reach the minimum annual guarantee shall be made annually, within thirty (30) days following the end of each contract year.

G.1.2 The Contractor will pay the University on or before the 10th day of each month.

G.2 COMMISSION PAYMENT

G.2.1 The Contractor shall submit payment on a monthly basis in a form of a company check payable to "University of the District of Columbia - Office of Facilities and Real Estate". The check will be submitted to the CA with concurrent copies to the CO for recording purposes.

G.2.2 To constitute a proper payment, the Contractor shall:

G.2.2.1 Indicate the month and year the payment is for and the project name "Bookstore" in the memo of the check;

G.2.2.2 Attach the Monthly Sales Report;

G.2.2.3 Attach other supporting documentation or information, as required by the Contracting Officer; and

G.2.2.4 Provide the name, title, phone number of the person preparing the payment.

G.3 Payments To Subcontractors

- a.** The Contractor must pay the subcontractors for work performed under this contract.
- b.** The Contractor shall notify the University and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
- c.** A dispute between the Contractor and subcontractor relating to nonpayment or late payment does not constitute a dispute to which the University is a party. The University of the District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.4 CONTRACTING OFFICER (CO)

G.4.1 Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Ms. Sherry Jones-Quashie
Director
Capital Procurement Division
University of the District of Columbia
4200 Connecticut Avenue, NW
Building 38, Room C04
Washington, DC 20008
sjones-quashie@udc.edu
Tel: (202) 274-5752

G.5 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.5.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.5.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.5.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority.

G.6 CONTRACT ADMINISTRATOR (CA)

G.6.1 The Contract Administrator is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. These include:

- G.6.1.1** 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.6.1.2** Coordinating site entry for Contractor personnel, if applicable;
- G.6.1.3** Reviewing the Contractor monthly sales as against the financial return to the University;
- G.6.1.4** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and Bookstore sales.

G.6.2 The address and telephone number of the CA is:

Shauna N. Brew
Auxiliary Services Business Manager
University of the District of Columbia
4200 Connecticut Avenue, NW
Washington, DC 20008

G.6.3 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. Authorize the expenditure of funds by the Contractor;
4. Change the period of performance; or
5. Authorize the use of University property, except as specified under the contract.

G.6.4 The Contractor shall be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the University, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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. 2005-2103, Revision No. 11, date of last revision: 06/13/11, 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 Attachment J.2 of this solicitation. 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 rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before 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 designated in subsection G.6 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with

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

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

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 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, (Attachment 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”) verifying 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 University, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the Section H.5.4 of this clause; or
- (2) Submit a request to the Contracting Officer 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 Contracting Officer 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 Contracting Officer 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 Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two (2) 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 Contracting Officer through imposition of penalties, including monetary fines of Five Percent (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 program 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 rate.

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 Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov. If the living wage rate is adjusted during the term of the contract, the Contractor shall be bound by the applicable wage rate as of the effective date of the adjustment, and the Contractor may be entitled to an equitable adjustment.

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

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

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

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

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;

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

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

H.9 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

H.10 AUDITS AND RECORDS

H.10.1 As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

H.10.2 Examination of Costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.

H.10.3 Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to:

- a) The proposal for the contract, subcontract, or modification;
- b) The discussions conducted on the proposal(s), including those related to negotiating;
- c) Pricing of the contract, subcontract, or modification; or
- d) Performance of the contract, subcontract or modification.

H.10.4 Comptroller General

H.10.4.1 The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract or a subcontract hereunder.

H.10.4.2 This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

H.10.5 Reports. If the Contractor is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

- a) The effectiveness of the Contractor’s policies and procedures to produce data compatible with the objectives of these reports; and
- b) the data reported.

H.10.6 Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.10.1 through H.10.5, for examination, audit, or reproduction, until three (3) years after final payment under this

contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

- a) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until three (3) years after any resulting final termination settlement; and
- b) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

H.10.7 The Contractor shall insert a clause containing all the terms of this clause, including this section H.10.7, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- a) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- b) For which cost or pricing data are required; or
- c) That requires the subcontractor to furnish reports as discussed in H.10.5 of this clause.

H.11 ADVISORY AND ASSISTANCE SERVICES

This contract is a “nonpersonal services contract”. The Contractor and the Contractor’s employees: (1) shall perform the services specified herein as independent Contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government’s right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

H.12 UNIVERSITY RESPONSIBILITIES

The University will provide the Contractor with:

- 1) Access to campus web services, telephone services, and voice answering system at the standard University rate
- 2) Security service for the Bookstore provided by the University in the same manner provided for other UDC buildings
- 3) Utilities, electricity, HVAC, etc.

H.13 CONTRACTOR RESPONSIBILITIES

- 1) The Contractor will provide the following as part of its management and operation of the Bookstore:

- a) Vehicles. The Contractor shall provide vehicle(s) necessary (if any) for the operation of the Bookstore.
 - b) Cleaning and Maintenance. Proper maintenance (to the satisfaction of the University) of the interior of the Bookstore, including daily cleaning of floors, walls, windows, fixtures, furniture, equipment, etc., and other related custodial services.
 - c) Emergency Key. An emergency key is to be left with the University Police Department.
 - d) Internal Security. The Contractor shall collaborate with the University Police Department and the University Administration concerning questions of discipline, enforcing regulations, and internal security and theft control in the Bookstore. The Contractor's first point of contact with regard to security and safety issues for the Bookstore shall be the University Police Department.
 - e) Security Systems. The Contractor shall have the sole responsibility for all Bookstore security systems. The Contractor shall purchase, monitor, and maintain all Bookstore security systems at its sole expense.
- 2) The Contractor shall comply with all laws, ordinances, rules, orders, and regulations of federal, state, and municipal governments, and of any and all of their departments, divisions, bureaus, and subdivisions, applicable to the operation of the Bookstore.
 - 3) The Contractor shall do their own background checks for each employee proposed to deliver services under this contract.

H.14 ASSIGNMENT OF CONTRACT

The Contractor shall not be permitted to assign the contract, in whole or in part, or enter into any subcontract for the performance of any work contracted for, without first obtaining the written consent of the University, and then only subject to such conditions as the University may prescribe.

H.15 INVENTORY PURCHASE & EQUIPMENT USE

H.15.1 Inventory Purchase

The selected Contractor shall be required to purchase the Bookstore's inventory at cost from the current Contractor. The selected Contractor will purchase the Bookstore's inventory as follows:

- H.15.1.1** New textbooks that have been adopted for an upcoming semester/term shall be purchased by the Contractor up to the quantity of anticipated enrollment at the actual cost to the current Contractor (i.e., publisher's invoice cost).
- H.15.1.2** Used textbooks that have been adopted for an upcoming semester/term shall be purchased by the Contractor up to the quantity of anticipated enrollment at the Bookstore's current new textbook retail price, less the standard industry purchase cost factor (e.g., fifty percent (50%) as of March 2012).
- H.15.1.3** All general books (trade books, reference books, technical books, etc.) in clean and saleable condition shall be purchased at invoice cost.

H.15.1.4 All general merchandise in clean and saleable condition shall be purchased at invoice cost. General merchandise includes, but is not limited to; art supplies, school and office supplies, computer software, computer peripherals, computer supplies, general merchandise, emblematic clothing, gifts, greeting cards, convenience items, health and beauty aids (HBA's), graduation merchandise, etc.

H.15.2 Inventory Payment

The selected Contractor shall pay the current Contractor for the Bookstore inventory within thirty (30) days from the commencement of the contract.

H.15.3 Inventory Purchase At End Of Contract

At the termination of the contract, or any extensions thereto, the University or a subsequent Contractor will purchase the Bookstore inventory from the Contractor in the same manner as outlined in Section H.15.1.

H.15.4 Furniture, Fixtures, And Equipment

H.15.4.1 The Contractor shall have the option to use the existing furniture, fixtures, and equipment located within the Bookstore that is owned by the University at the commencement of the contract. Any University-owned furniture, fixtures, and equipment in the Bookstore which the Contractor decides to no longer utilize in the operation of the Bookstore shall be turned over to the University.

H.15.4.2 The Contractor shall be responsible to maintain any furniture, fixtures, and equipment located within the Bookstore at its expense. At the termination of the contract, the Contractor shall return any University-owned furniture, fixtures, and equipment used to the University in the same condition as at the commencement of the contract, excepting normal wear and tear.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March, 2007 (“SCP”) are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts.” (Attachment J.1)

I.2 CONFIDENTIALITY OF INFORMATION

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

I.3 TIME

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

I.4 RIGHTS IN DATA

I.4.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.4.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.4.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data

processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- I.4.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.4.5** All data first produced in the performance of this Contract shall be the sole property of the University. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the University under this Contract, are works made for hire and are the sole property of the University; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the University the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the University all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the University until such time as the University may have released such data to the public.
- I.4.6** The University will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.4.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any University installation to which the computer may be transferred by the University;
- I.4.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.4.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.4.7** The restricted rights set forth in section I.4.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

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

With _____ (Contractor's Name); and

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

I.4.8 In addition to the rights granted in Section I.4.6 above, the Contractor hereby grants to the University a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.4.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the University under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the University under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the University any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.4.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.4, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the University's or the Contractor's rights in that subcontractor data or computer software which is required for the University.

I.4.10 For all computer software furnished to the University with the rights specified in Section I.4.5, the Contractor shall furnish to the University, a copy of the source code with such rights of the scope specified in Section I.4.5. For all computer software furnished to the University with the restricted rights specified in Section I.4.6, the University, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the University under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.4.11 The Contractor shall indemnify and save and hold harmless the University, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.4.12 Nothing contained in this clause shall imply a license to the University under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the University under any patent.

I.4.13 Paragraphs I.4.6, I.4.7, I.4.8, I.4.11 and I.4.12 above are not applicable to material furnished to the Contractor by the University and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.5 OTHER CONTRACTORS

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

I.6 SUBCONTRACTS

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

I.7 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 Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the 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 Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$1,000,000 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. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

3. Crime Insurance. The Contractor shall provide crime insurance as follows: \$1,000,000 per occurrence for each wrongful act and \$1,000,000 per aggregate for each wrongful act, including the District of Columbia as additional insured.

- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the University, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The University shall not make any separate measure or payment for the cost of insurance and bonds.
- F. NOTIFICATION. The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Ms. Sherry Jones-Quashie
 Capital Procurement Division
 University of the District of Columbia
 4200 Connecticut Avenue, NW
 Building 38, Room C04
 Washington, DC 20008
sjones-quashie@udc.edu
 Tel: (202) 274-5752

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

The Certificate of Insurance must contain language that includes:

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

I.8 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 Attachment J.3. An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

I.9 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) BAFOs (in order of most recent to earliest)
- 7) Proposal

I.10 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.

I.11 CONTINUITY OF SERVICES

I.11.1 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 University's option, may continue to provide these services. To that end, the Contractor agrees to:

I.11.1.1 Furnish phase-out, phase-in (transition) training; and

I.11.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.11.2 The Contractor shall, upon the CO's written notice:

I.11.2.1 Furnish phase-in, phase-out services for up to 90 days after this contract expires and

I.11.2.2 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.

I.11.3 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.

I.11.4 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 shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007)
J.2	U.S. Department of Labor Wage Determination (Wage Determination No. 2005-2103, Revision No. 11 dated June 13, 2011)
J.3	Equal Employment Opportunity (EEO) Compliance Documents available at www.udc.edu , under "Administration" tab, select Capital Procurement and click on "For Official Capital Procurement Related Forms"
J.4	Department of Employment Services First Source Employment Agreement available at www.udc.edu , under "Administration" tab, select Capital Procurement and click on "For Official Capital Procurement Related Forms"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit available at www.udc.edu , under "Administration" tab, select Capital Procurement and click on "For Official Capital Procurement Related Forms"
J.8	UDC Background Information
J.9	Bookstore Background Information
J.10	Financial Bid Form
J.11	Facility Floor Plans

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

- K.1** Type of Business Organization
- K.2** Certification as to Compliance with Equal Opportunity Obligations
- K.3** Buy American Certification
- K.4** District Employees Not to Benefit Certification
- K.5** Certification of Independent Price Determination
- K.6** Certification of Eligibility
- K.7** Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction
- K.8** Payment to Subcontractor and Suppliers Certificate
- K.9** Employment Agreement
- K.10** Subcontracting Plan

NOTE: All of documents above, must be filled out completely, signed and submitted along with your proposal.

K.1
TYPE OF BUSINESS ORGANIZATION

The Offeror, by checking the applicable box, represents that:

- (a) It operates as:
 - a corporation incorporated under the laws of the state of: _____
 - an individual,
 - a partnership,
 - a nonprofit organization, or
 - a joint venture.

- (b) If the Offeror is a foreign entity, it operates as:
 - an individual,
 - a joint venture, or
 - a corporation registered for business in _____
(Country)

K.2

CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

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

Offeror _____ Date _____

Name _____ Title _____

Signature _____

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

K.3
BUY AMERICAN CERTIFICATION

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

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

K.4
DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP (Attachment J.1), “District Employees Not To Benefit” will benefit from this contract.

_____ The following person(s) listed in Clause 13 of the SCP (Attachment J.1), “District Employees Not To Benefit” may benefit from this contract. For each person listed, attach the affidavit required by Clause 13.

K.5
CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature of the Offeror is considered to be a certification by the signatory that:
- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:
 - (i) those prices,
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.
 - 2) The prices in this contract have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before contract opening unless otherwise required by law; and
 - 3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature of the Offeror is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the Offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:
- (insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the Offeror's organization);***
- As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.6
CERTIFICATION OF ELIGIBILITY**

The offeror's signature shall be considered a certification by the signatory that the offeror, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Indicate below any exception to your certification of eligibility and to whom it applies, their position in the bidder's organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the bidder. Providing false information may result in criminal prosecution or administrative sanctions.

**K.7
CERTIFICATION REGARDING DEBARMENT
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

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

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

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

does not have a proposed debarment pending; and

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

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

Contractor President or Authorized Official

Date Title

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

Subscribed and sworn before me this day _____

At _____
City and State

Notary Seal

Notary Public

K.8
PAYMENT TO SUBCONTRACTOR AND SUPPLIERS CERTIFICATE

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

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

Certification shall be made on the following standard form.

Sherry Jones-Quashie
Director
Capital Procurement Division
4200 Connecticut Avenue, NW
Washington, DC 20008
Telephone: (202) 274-5752

I hereby certify:

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

Contractor/Company Name

Signature of Official

Date

Title

**K.9
EMPLOYMENT AGREEMENT**

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

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

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

Date

Authorized Signature

K-10 SUBCONTRACTING PLAN

Page 1 of 2

PRIME CONTRACTOR INFORMATION:

Company: _____ Street Address: _____ City & Zip Code: : _____ Phone Number: _____ Fax: _____ Email Address: _____	Solicitation Number: _____ Contractor's Tax ID Number: _____ Caption of Plan: _____ _____ Duration of the Plan: From _____ to _____ Total Prime Contract Value: \$ _____ Amount of Contract (excluding the cost of materials, goods, supplies and equipment) \$ _____ Amount of all Subcontracts: \$ _____ LSDBE Total: \$ _____ equals _____ % <div style="text-align: center; margin-top: 5px;"> LSDBE Subcontract Value Percentage Set Aside </div>
Project Name: _____ Address: _____ _____ Project Descriptions: _____ _____ _____	

CONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ <div style="text-align: center; margin-left: 150px;">1st, 2nd, 3rd</div> LSDBE Certification Number: _____ Certification Status: <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center;"> <tr> <td style="padding: 2px 5px;">SBE:</td> <td style="padding: 2px 5px;">LBE:</td> <td style="padding: 2px 5px;">DBE:</td> <td style="padding: 2px 5px;">DZE:</td> <td style="padding: 2px 5px;">ROB:</td> <td style="padding: 2px 5px;">LRB:</td> </tr> </table> (check all that apply)			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <div style="text-align: right; margin-left: 100px;">Name (Print)</div> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

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

CERTIFICATIONS

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

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

PERSON PREPARING THE SUBCONTRACTING PLAN:

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

(SUBCONTRACTORS LIST CONTINUED)

Page 2 of 2

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

SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____% Tier: : _____ 1st, 2nd, 3rd LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; margin-left: 10px;"> <tr> <td>SBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					
SUBCONTRACTOR INFORMATION:										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____% Tier: : _____ 1st, 2nd, 3rd LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; margin-left: 10px;"> <tr> <td>SBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					
SUBCONTRACTOR INFORMATION:										
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Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____% Tier: : _____ 1st, 2nd, 3rd LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; margin-left: 10px;"> <tr> <td>SBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					
SUBCONTRACTOR INFORMATION:										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____% Tier: : _____ 1st, 2nd, 3rd LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; margin-left: 10px;"> <tr> <td>SBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

Date Plan Received by CO: _____		
Report: <input type="checkbox"/> Acceptable	<input type="checkbox"/> Not Acceptable	Contract Number: _____
_____	_____	_____
Name of CO	Signature	Date

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous To The University

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

L.1.2 Initial Offers

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.2.1 One original and five (5) copies of the written proposals shall be submitted in two separate parts, titled "Technical Proposal" (comprising Sections L.3.1 through L.3.3) and "Financial Proposal" (comprising Section L.3.4). Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. GF-2012-R-0040, "Bookstore Management Services".

L.2.2 Part I – Technical Proposal

The Technical Proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C. The offeror shall respond to each factor listed in Sections L.3.1 through L.3.3 in a way that will allow the University to evaluate the offeror's response.

L.2.3 Part II – Financial Proposal

- 1) Completed Financial Bid Form – Attachment J.10
- 2) Descriptive Financial Proposal in accordance to Section L.3.4
- 3) Completed Attachments J.3, J.4 and J.7
- 4) Section K – Representations, Certifications and other Statements of Offerors – completed and executed in accordance with the instructions included therewith.

L.3 PROPOSAL SUBMITTAL REQUIREMENTS

The Offeror shall submit a proposal that is consistent and of the same order as the information requested in this Section.

L.3.1 Management Operation Plan

The Offeror shall describe their management operation plan for operation of the 2 bookstores located at the UDC Campus in Building 38 at 4200 Connecticut Avenue, NW and at the UDC - CC Campus at 801 North Capitol Street, NE. The Offeror shall also describe their plan for operation of the Website/Mail Order Program.

L.3.1.1 Customer Service

- a. Describe in detail how you shall provide excellent customer service at the Bookstore.
- b. Describe the methods you shall use to obtain regular feedback from Bookstore customers to ensure a high level of customer satisfaction.
- c. Describe your customer service training program for the Bookstore Staff.
- d. Describe your refund policy for all course materials, new textbooks, used textbooks, bundled packages, coursepacks, rental textbooks, digital textbooks, etc., and general merchandise.
- e. Describe your proposed hours of operation for the Bookstore. (Note: At a minimum, the Offerors shall adhere to the requirements outlined in Section C.3.2.e.)

L.3.1.2 Textbooks / Course Materials

- a. Describe your company's plans to develop and implement an active strategic plan to protect the Bookstore's textbook/course materials market share. Include your plans to develop strong relationships with faculty and your plans to market/promote textbooks/course materials to students.
- b. Describe in detail the textbook/course materials services and programs that you shall provide to University faculty and students (e.g., textbook reservation program, online adoption program, registration integration program, etc.).
- c. Describe your plans to provide comprehensive textbook/course materials services to support current or future University distance learning programs.
- d. Describe in detail the textbook rental program that your company shall provide at the University.
- e. Describe your company's plans to deal effectively with the changing types of course materials and changes to the distribution channel/delivery of course materials. Specifically, provide a detailed description of your company's plan/strategy regarding digital/electronic course materials, digital textbooks, Learning Management Systems, etc. (Note: At a minimum, the Offerors shall adhere to the requirements outlined in Section C.3.4.g.)
- f. Describe your custom publishing/coursepack program.
- g. Describe your plans to ensure compliance to the Federal Higher Education Opportunity Act (HEOA).

L.3.1.3 Pricing Policies

- a. Describe your pricing policies for textbooks/course materials and explain your plans to address the pricing concerns of students at the University. (Note: At a minimum,

Offerors shall adhere to the textbook/course materials pricing policy outlined in Section C.3.5.b.)

- b. Describe your pricing policies for general (all other) merchandise and explain your plans to address the pricing concerns of students at the University. (Note: At a minimum, Offerors shall adhere to the pricing policies outlined in Section C.3.5.c and C.3.5.d.)
- c. Describe your company's plans to provide emblematic clothing at multiple price points.

L.3.1.4 Used Textbook Program

- a. Provide a detailed description of your sources for used textbooks, along with a description of your textbook buyback program, including any incentives or programs that would allow for buyback prices that are greater than wholesale prices. Please include your estimated used textbook ratio (used textbook sales expressed as a percentage of total textbook sales) for the first three years of operation of the Bookstore. (Note: At a minimum, Offerors shall adhere to the buyback policy outlined in Section C.3.6.b.)
- b. Describe your plans to provide a fully integrated buyback program that includes the ability for University students to sell their used textbooks to any of the University Bookstore locations.

L.3.1.5 General Book Program

- a. Describe your general book program and your plan to ensure that the general book program supports the academic mission of the University.
- b. Describe your plan to support the academic programs and events at the University by selling and promoting books at events throughout the year.

L.3.1.6 General Merchandise and Marketing

- a. Describe your plans for new or expanded product lines or services to be offered by the Bookstore, including an emphasis on products and services that will meet the needs of the University.
- b. Provide a detailed description of your plan to increase the sales of UDC emblematic/logo merchandise, clothing, and gifts. Describe your plan to market emblematic/logo merchandise, including selling and promoting emblematic/logo merchandise on the Bookstore's Website.
- c. Describe your plan to sell class rings and graduation related merchandise.
- d. Describe your marketing/advertising plan for the Bookstore.

L.3.1.7 Tender Types / Financial Aid Processing

- a. Describe the tender types you will accept at the Bookstore. (Note: At a minimum, Offerors shall adhere to the requirements outlined in Section C.3.8.a.)
- b. Describe in detail your plans to provide automated financial aid services to the University, in accordance with the Financial Aid Program/Book Voucher Program described in Section C.3.8.b of this RFP. (Note: At a minimum, Offerors shall adhere to the requirements outlined in Section C.3.8.b.)

- c. Describe the discount amounts you will offer to the University faculty, staff, and departments. (Note: At a minimum, Offerors shall adhere to the requirements outlined in Sections C.3.8.d and C.3.8.e.)

L.3.2 Relevant Experience and Past Performance

- a. Provide your qualifications and experience in managing college/university bookstores. Please describe your experience serving large multi-campus public institutions that offer bachelors and masters degrees along with associate degree and certificate programs.
- b. Identify five (5) bookstore management projects similar in nature and magnitude to the UDC Bookstore in the past five (5) years. If more than five are submitted, only the first five projects will be considered in the evaluation. For the purpose of this requirement, projects shall be considered similar in nature and magnitude if the project is for a university, school, office or multi-purpose centers and the sales volume annually is at least \$2M. For each project, provide the period of performance, sales volume, and the client name, verifiable telephone number and email address of the college/university administrator responsible for the bookstore.

L.3.3 Key Personnel

- L.3.3.1** Provide your proposed organization chart and executive summary that describes educational and training programs, and corporate support services and transition plan. The organizational chart must describe the staffing plan and reporting structure for the two (2) bookstores.
- L.3.3.2** Provide professional resume of the proposed manager for the University Bookstore showing detailed description of his/her responsibilities from past projects.

L.3.4 Financial Proposal

The Offerors shall complete the Financial Bid Form (Attachment J.10).

- L.3.4.1** a. Financial Return - Describe the financial return that you will remit to the University for the operation of the Bookstore, including the following:
 - The minimum annual financial guarantee
 - The commission schedule expressed as a percentage of Net Sales (see definition, below)
 - Additional financial incentives that you would like the University to consider (e.g., textbook scholarships, general scholarships, one-time contribution, etc.)

The University's requirements pertaining to the Contractor's financial return are as follows:

- "Gross Sales" shall be defined as all sales of the Contractor and revenue received by the Contractor based upon all business conducted in or from the Bookstore for any product or service offered by the Bookstore, including revenue received from textbook rentals. This includes all orders taken or received at the Bookstore, whether such orders are placed at the Bookstore, via the internet (i.e., "on-line sales"), orders received through the Bookstore Website, or elsewhere. Gross Sales shall include any commissions received

by the Contractor from products such as class rings, and commissions received by the Contractor for authorized sales by other companies or organizations on the Bookstore Website.

- "Net Sales" shall be defined as Gross Sales less voids, less customer refunds, less handling fees associated with the non-return of rental textbooks, less discounted sales to authorized UDC Departments, less computer hardware sales, less discounts (provided that the discount amount thereof was included in Gross Sales), less sales tax paid by the Contractor to any government agency which was collected from customers, less sales made at no margin by the Contractor at the request of the University.
 - The Contractor shall pay the University the greater of either (i) the financial return based on the commission schedule, or, (ii) the minimum annual financial guarantee.
 - The Contractor shall be solely responsible for the collection of any debts resulting from checks, credit cards, charge cards, debit cards, etc.
 - The Contractor shall maintain complete and accurate records of all transactions in accordance with generally accepted accounting standards and principles. The Contractor shall make all records available for inspection by authorized University representatives, including full financial audit and financial statements, and other financial data as may be requested by the University.
- b. Financial Projections – Please provide financial projections for the first five (5) years of operation of the Bookstore. Projections must include the following:
- Sales by Category/Department (by location, and consolidated)
 - Total Sales (by location, and consolidated)
 - Cost of Goods Sold
 - Gross Margin
 - Personnel Expenses
 - Direct Operating Expenses
 - Indirect Expenses (e.g., Management Fee, Company Overhead Charges)
 - Rent/Commission to the University
 - Profit/Loss
 - Website Sales

L.3.4.2 Facility Investment

Describe your detailed facility plans and financial commitment to provide the University with state-of-the-art retail Bookstore facilities and fixtures throughout the term of the contract, as described in Section C.3.11.

(Note: The capital investment in the facility must not include technology and equipment. The technology investment shall appear as a separate line item on the Financial Bid Form.)

L.3.4.3 Technology

- a. Describe your plans for computerization, automation, technology, point-of-sale systems (POS), etc., and explain how implementation of these plans will benefit the University, the Bookstore, and the campus community.

- b. Website / E-Commerce Plans - Include a detailed description of your plans to offer the following:
- Textbook/course materials reservation program
 - Online textbook ordering program (with multiple campus capabilities)
 - Online textbook adoption program
 - Registration integration program
 - Compliance to HEOA (i.e., textbook ISBN number availability)
 - Ordering program for general merchandise (i.e., emblematic clothing and gifts)
- (Note: At a minimum, Offerors shall adhere to the requirements outlined in Section C.3.9 of this RFP.)
- c. Include your estimated capital investment for technology/automation in the University Bookstore (excluding Web site development costs) and a timeline for your automation plans. The University will not buy out the undepreciated portion of the Contractor's technology investment at the termination, expiration, or non-renewal of the contract.
- d. Describe your company's plans for PCI compliance, including your company's standard PCI compliance reporting and procedures.

L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.4.1 General Information

- a. The proposal must remain in full effect and subject to acceptance by the University for one-hundred twenty (120) days after the due date.
- b. The University reserves the right to reject any or all proposals and to request any additional information it deems necessary to supplement the proposals and/or to reach agreement.
- c. The Offeror agrees that neither you or any other agent or representative of your company will initiate any communications to promote or advertise your proposal to any member of our Board of Trustees, or University staff or faculty, except in the course of University sponsored inquiries, briefings, interviews, or presentations.

L.4.2 Proposal Submission

Proposals must be submitted no later than **Tuesday, July 31, 2012 by 2:00 p.m. (EST)**. Proposals, modifications to proposals, or request for withdrawals that are received in the designated University office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a) The proposal or modification was sent registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers.

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

L.4.3 Withdrawal Or Modification Of Proposals

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

L.4.4 Postmarks

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

L.4.5 Late Proposal, Late Modifications and Late Request for Withdrawal

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

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective Offeror has any questions relating to this solicitation, the prospective Offeror shall submit the question in writing to the contact person, identified on page one. The prospective Offeror shall submit questions no later than fifteen (15) days prior to the closing date and time indicated for this solicitation. The University will not consider any questions received less than fifteen (15) days before the date set for submission of proposals. The University will furnish responses promptly to all prospective Offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to a prospective Offeror. Oral explanations or instructions given by University officials before the award of the contract will not be binding.

L.6 FAILURE TO SUBMIT OFFERS

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

submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.7 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.7.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the University except for use in the procurement process shall mark the title page with the following legend:

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

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

L.7.2 Mark each sheet of data it wishes to restrict with the following legend:

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

L.8 PROPOSALS WITH OPTION YEARS

The Offeror shall include option year prices in its financial proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option year(s).

L.9 PROPOSAL PROTESTS

Any actual or prospective Offeror or Contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 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 at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.10 SIGNING OF OFFERS

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

L.11 UNNECESSARILY ELABORATE PROPOSALS

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

L.12 RETENTION OF PROPOSALS

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

L.13 PROPOSAL COSTS

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

L.14 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.7 to:

Ms. Sherry Jones-Quashie
Director
Capital Procurement Division
4200 Connecticut Avenue, NW
Building 38, Room C04
Washington, DC 20008
sjones-quashie@udc.edu

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The University must 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 offer.

L.16 BEST AND FINAL OFFERS

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

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

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

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

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

L.18 FAMILIARIZATION WITH CONDITIONS

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

L.19 GENERAL STANDARDS OF RESPONSIBILITY

L.19.1 To be determined responsible, a Contractor must, to the satisfaction of the CO:

- (a) Have adequate financial resources to perform the contract or the ability to obtain them;
- (b) Be able to comply with the required delivery or performance schedule;
- (c) Have a satisfactory performance record;

- (d) Have a satisfactory record of integrity and ethics;
- (e) Have the necessary organizational experience, accounting, operational controls, technical skills, or the ability to obtain them;
- (f) Have the required production, construction and technical equipment and facilities, or the ability to obtain them; and
- (g) Be otherwise qualified and eligible to receive a contract award pursuant to applicable laws and regulations.

L.19.2 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.

L.20 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 11:00 a.m. on July 10, 2012 at the Board Room, Building 39, Third Floor, 4200 Connecticut Avenue, NW, Washington, DC 20008. Prospective Offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the University to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the University's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the University's final position. All questions must be submitted in writing following the close of the pre-proposal conference but no later than fifteen (15) calendar days before the proposal submission due date in order to generate an official answer. Official answers will be posted on the UDC website through an Amendment. Visit www.udc.edu, select "Administration" tab, select "Capital Procurement" then click on "Business Opportunities".

L.21 SITE VISIT

Site visit will follow right after the pre-proposal conference on July 10, 2012.

L.22 PRESENTATION

After review of the Initial Proposals, Offerors in the competitive range may be invited to provide a single oral presentation at the time and place specified by the University. Presentation shall be limited to 45 minutes plus a 15 minute question and answer period. Offerors will receive a 24 hour notice if an oral presentation is required.

SECTION M: EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 EVALUATION COMMITTEE

M.2.1 The University will appoint an Evaluation Committee who will conduct the evaluation of the Offeror's initial submissions and any subsequent best and final offers in accordance with the provisions of this **Section M** and the University's Procurement Regulations.

M.2.2 The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the Contracting Officer (CO). Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the CO shall select the Offeror whose submissions are determined by the CO to be the most advantageous to the University.

M.3 EVALUATION CRITERIA

Each proposal will be scored on a scale of 1 to 100 points based upon the criteria listed in this Section M.3. In addition, Offerors will be eligible to receive up to 12 preference points as described in Section M.5 – Preferences for Certified Business Enterprises. Thus, the total maximum number of points possible is 112. The total evaluation score will guide the CO in the determination of most advantageous to the University. Proposals will be evaluated based on the following evaluation factors in the manner described below:

M.3.1 Technical Criteria (60 POINTS)

Factor 1 – Management Operation Plan (40 points)

The Offerors shall prepare a management operation plan that will demonstrate how they will successfully operate the Bookstore in accordance with Section with L.3.1. Plan will be evaluated based on its effectivity in supporting the academic mission of the University.

Sub-factor 1 – Customer Service (5 points)

Sub-factor 2 – Textbooks/Course Materials (10 points)

Sub-factor 3 – Pricing Policies (8 points)

Sub-factor 4 – Used Textbook Program (5 points)

Sub-factor 5 – General Book Program (2 points)

Sub-factor 6 – General Merchandise And Marketing (5 points)

Sub-factor 7 – Tender Types/Financial Aid Processing (5 points)

Factor 2 - Relevant Experience and Past Performance (14 points)

The University desires to engage a Contractor with the experience necessary to perform the scope of work set forth in Section C of this RFP. Offerors will be evaluated based on their demonstrated experience and past performance in accordance with Section L.3.2. If the Offeror is a team or joint venture of multiple companies, the Evaluation Committee 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.

Sub-factor 1 – Offeror’s Qualifications And Experience (10 points)

Sub-factor 2 – Five Bookstore Management Projects From Past Five Years (4 points)

Factor 3 –Key Personnel (6 points)

The University desires that the Bookstore will be managed by qualified key personnel and supported with the Executive Summary that will demonstrate the Contractor’s organization chart, training programs, corporate support services and transition plan in accordance with Section L.3.3.

Sub-factor 1 – Executive Summary (4 points)

Sub-factor 2 – Resume of the Proposed Manager (2 points)

M.3.2 Financial Criteria (40 POINTS)

The University will evaluate the financial proposals based on each of the Sub-factors listed below and in accordance with Section L.3.4. The proposals will be compared to determine their relative strength, and points will be assigned accordingly.

Sub-factor 1 – Financial Return and Financial Projections (25 points)

Sub-factor 2 – Facility Investment (10 points)

Sub-factor 3 – Technology (5 points)

M.3.3 Preference Points (12 POINTS)

Preferences for Local Business, Disadvantaged Business, Resident-owned Business, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located

in an Enterprise in accordance with Section M.5. The preference points will be added to the Offeror Evaluation Score.

M.3.4 Total Points (112 POINTS)

M.4 EVALUATION OF OPTION YEARS

The University will evaluate offers for award purposes by evaluating the financial proposal for all options as well as the base year. Evaluation of options shall not obligate the University to exercise them.

M.5 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

M.5.1 Application of Preferences

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

- M.5.1.1** Any prime Contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.1.2** Any prime Contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.1.3** Any prime Contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.1.4** Any prime Contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.1.5** Any prime Contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

- M.5.1.6** Any prime Contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.5.1.7** Any prime Contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.5.1.8** Any prime Contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.5.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime Contractor with certified business enterprises.

M.5.3 Preferences For Certified Joint Ventures

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

M.5.4 Verification Of Offeror's Certification As A Certified Business Enterprise

- M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer 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.5.4.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

- M.5.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.