

SOLICITATION/OFFER/ AWARD			1. Caption Construction Management Services – Sportsplex at RFK			Page of Pages 1 73	
2. Contract Number DCAM-25-CS-RFP-0025			3. Effective Date See Block 20C		4. Requisition/Purchase Request/Project No.		
5. Issued By: Department of General Services Contracts and Procurement Division 3924 Minnesota Avenue NE, 5th Floor Washington, DC 20019			6. Administered by (If other than line 5) Department of General Services Capital Construction Division 3924 Minnesota Avenue NE, 5th Floor Washington, DC 20019				
7. Name and Address of Contractor			8. Delivery ☐ FOB Origin ☒ Other (See Schedule Section F.3)				
			9. Discount for prompt payment				
			10. Submit invoices to the Address shown in Section G.2 (2 copies unless otherwise specified)				
11. Ship to/Mark For Government of the District of Columbia Department of General Services Capital Construction Division 3924 Minnesota Avenue NE Washington, DC 20019			12. Payment will be made by Government of the District of Columbia Office of the Chief Financial Officer/Department of General Services 3924 Minnesota Avenue NE, 4th Floor Washington, DC 20019				
13. Remit Address:			14. Accounting and Appropriation Data Encumbrance Code:				
15A. Item	15B. Supplies/Services		15C. Qty.	15D. Unit	15E. Unit Price	15F. Amount	
See Section B.3 (Attachment J.11)							
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Contracting Officer will complete Item 17 or 18 as applicable							
17. ☐ CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return two (2) copies to issuing office. Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this Agreement shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)			18. ☐ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number DCAM-25-CS-RFP-0025 including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.				
19A. Name and Title of Signer (Type or print)			20A. Name of Contracting Officer				
19B. Signature of person authorized to sign)		19C. Date Signed	20B. District of Columbia (Signature of Contracting Officer)		20C. Date Signed		

SECTION B PRICE/COST

B.1 INTRODUCTION

- B.1.1** The District of Columbia (the “District”), acting and through its Department of General Services (“DGS” or the “Department”) is issuing this Request for Proposal (“RFP”) to engage a construction manager (“Contractor” or “Construction Manager” or “CM”) to provide professional construction management support services (“Construction Management Services”) to assist the Department in the design, construction, commissioning, and turnover of the new Complex at RFK Sportsplex (“Sportsplex”) at 2400 East Capitol Street, NE, Washington, DC 20002 (the “Project”).
- B.1.2** The Department will engage a design-builder (the “Design-Builder” or “DB”) for the design and construction of the Project. The CM shall support the Department in overseeing all aspects of Project delivery, serving as an extension of staff to ensure accountability, transparency, and alignment with Department standards necessary to complete the Project. The CM shall proactively identify risks, facilitate resolution of field issues, and ensure that all construction activities, change orders, inspections, and commissioning efforts are executed in accordance with Department objectives and regulatory requirements.
- B.1.3** The Project will be a state-of-the-art public facility planned as part of the broader RFK Stadium redevelopment, designed to expand equitable access to indoor athletic and community programming in the District. The Project will support gymnastics, indoor track, boxing, pole-vaulting, and e-sports, addressing longstanding gaps in local training infrastructure. The Sportsplex will serve youth, families, and community organizations, reducing the need to travel outside the city for competitive and recreational opportunities, while anchoring inclusive development within the RFK campus.
- B.1.4 Net Zero Energy and Energy Consumption requirements:** In addition, the Department is requiring the Project become a net zero energy (“Net Zero Energy” or “NZE”) building per the design, and the Department requires the Design-Builder to achieve net zero energy strategies in the building’s construction and certification through either the International Living Future Institute’s (“ILFI”) Zero Energy Building program or U.S. Green Building Council’s (“USGBC”) LEED Zero program. The Sportsplex’s solar photovoltaic panels (if any) will be purchased, installed, and maintained through the Department by entering into a separate solar power purchase agreement. The Contractor shall conform to the DC Energy Conservation Code (DC ECC”) in its Appendix Z, a voluntary appendix that sets the standard for net-zero energy construction for commercial buildings within the District. Specifically, the Project shall achieve a site energy use intensity (“EUI”) of 40-18 units or less. The exact achieved Site EUI must be low enough to be realistically 100% offset with onsite solar PV on an annual basis to meet the building’s net zero energy goal. Net Zero Energy balancing calculations shall use 100% onsite renewable energy generation. The use of Renewable Energy Credits (“RECs”) shall not be factored into the NZE calculations. The Contractor shall ensure that the Design-Builder complies with the Department of Buildings (“DOB”)/Green Building Advisory Council (“GBAC”) approved requirements.

B.2 CONTRACT TYPE

The contract awarded pursuant to this RFP (the “Contract”) will be a labor-hour type contract based on fixed hourly rates with a cost-reimbursable component for reimbursable items, as defined in Sections C.5.15 and G.10 below. The CM shall provide an offer letter (“Offer Letter”) and Section B.3. Price Schedule (**Attachment J.11**).

B.3 PRICE SCHEDULE - LABOR HOUR

The offeror’s (“Offeror(s)”) fixed hourly rates shall include wages, benefits, overhead, profit and administrative expenses, all travel related expenses to/from the Project site from the larger District-Maryland-Virginia (“DMV”) area, and any other costs required to provide the required labor positions. The estimated quantities stated in the column captioned “Estimated Number of Hours,” set forth estimated hours for each labor category. The estimates are based on the Department’s understanding of the labor effort required by the scope of work as to the number of hours for each labor category and do not represent any guarantee as to accuracy. The Price Schedule can be found with the Offer Letter in **Attachment J.11**.

B.4 An Offeror responding to this solicitation that is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this RFP may be rejected if the offeror fails to submit a subcontracting plan that is required by law.

B.5 For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with Section H.9. A Subcontracting Plan form is available as **Attachment J.6**.

B.6 DESIGNATION OF SOLICITATION FOR THE CERTIFIED BUSINESS ENTERPRISES SET-ASIDE MARKET ONLY

This RFP is designated only for those entities that are certified business enterprise (“CBE”) offerors under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 et seq., as amended.

B.6.1 Offerors must be certified by the Department of Small and Local Business Development (“DSLBD”) as a CBE at the time of the proposal submission deadline in order to be eligible to participate in this solicitation. Offerors that are found to be non-CBEs at the time of the proposal due date will be deemed non-responsive and their submission will not be considered.

SECTION C: SCOPE OF WORK/ STATEMENT OF WORK

C.1 SCOPE OF WORK

Under this RFP, the Department will engage a Contractor to provide any and all Construction Management Services required to complete the Project per the scope of work in this Section C. The Contractor's responsibilities shall include, but are not limited to, the following:

The Contractor's firm shall support the assigned DGS Program Manager ("DGS Program Manager" or "DGS PM") from Project inception through Project turnover as assigned by the Department, including bidding, preconstruction, construction, and post-construction phases. The Contractor, working in consultation with the DGS PM and the Client Agency will be responsible for setting the Project's overall parameters and making key recommendations to the Department throughout the course of the Project. The Contractor will be required to provide subject matter expertise to fill the required labor categories included under this scope.

These services shall include, but are not limited to: (i) managing the construction effort in collaboration with the Design-Builder; (ii) schedule management, cost controls, and change order management; (iii) reviewing and processing payment applications; and (iv) conducting on-site quality inspections and observations as DGS's representative.

In performing these functions, the Contractor shall assist the Department in overcoming obstacles and delays related to the Project and utilize commercially reasonable efforts to guard the Department and the Client Agency from cost overruns and avoidable Project delays.

The Contractor shall provide leadership and oversight for the day-to-day operations for all Construction, Project Management, and Project Administration activities associated with the Project. The Contractor shall assist in the development and implementation of policies and procedures to achieve established goals and support DGS's mission. The Contractor shall work closely with DGS's Program Manager to analyze available and qualified manpower for specific project assignments for the Project. The Contractor shall also maintain a working knowledge of the current Project status and issues.

C.1.1 DESIGN AND CONSTRUCTION PHASE SERVICES

During this phase, the Contractor, as directed by the Department, shall provide comprehensive preconstruction support during the planning and procurement, including scope refinement, constructability reviews, cost estimating, and schedule validation to inform design decisions and entitlement coordination. The CM shall provide advisory support to the DGS throughout the Design-Build procurement process, including assistance in drafting the DB RFP, refining technical scope language, and developing evaluation criteria aligned with Project objectives. The CM may offer non-binding technical input to inform the DGS's internal benchmarking, cost validation, and constructability considerations. All CM input shall be documented as advisory and used solely at

the discretion of DGS. During design and construction, the CM shall also coordinate with permitting agencies, initiate early risk identification, and support value engineering efforts to optimize lifecycle performance and budget adherence. The CM shall support the Contracting Officer's Technical Representative ("COTR") in the defense and resolution of any claims related to the Project, shall review DB's applications for payment and provide recommendations to the COTR, shall review the DB's detailed Construction Schedule, and shall utilize general observation to provide ongoing monitoring of construction activities. The Contractor's scope of work during this phase shall include the following:

C.1.2 Master Project Schedule: The CM shall develop, maintain, and regularly update a Master Project Schedule ("MPS") using commercially available Critical Path Method ("CPM") scheduling software. The MPS shall be prepared in close coordination with the Design-Build team schedule and shall identify proposed milestone start and finish dates for all phases of design, permitting, construction, commissioning, and close-out. The CM shall ensure the MPS incorporates all required activities and sub-tasks, including those performed by other contractors, consultants, and third-party stakeholders. The MPS shall serve as a comprehensive, logic-driven schedule that reflects the full scope of work necessary to deliver the Project through occupancy, turnover, and final completion, and shall be used to monitor progress, identify risks, and support timely decision-making throughout the project lifecycle. The CM shall review schedule updates, validate progress, and advise the DGS on schedule risks, recovery strategies, and coordination issues throughout the project lifecycle.

C.1.3 Master Project Budget. The CM shall develop a detailed preliminary Master Project Budget ("MPB") for the Project. The MPB is intended to capture all Project elements/categories, serve as a reporting tool, and enable control of all Project costs.

C.1.4 Risk Management Planning. The CM shall develop a detailed assessment of general and specific Project risks. Provide commentary and management plan components to deal with risks, and a quantitative assessment where required.

C.1.4.1 Risk Management Register. The CM shall develop and maintain a comprehensive Risk Register throughout the Project's duration. The register shall identify potential risks, assign probability and impact ratings, and define mitigation strategies. The CM shall at a minimum:

- a) Update the Risk Register monthly and submit with the CM's Monthly Performance Report.
- b) Facilitate quarterly risk review meetings with DGS COTR, the Department of Parks and Recreation ("DPR"), and other stakeholders.
- c) Ensure escalation protocols and contingency planning are in place to address high risk items.

C.1.4.2 Contingency Response Plan. The CM shall develop and maintain a contingency response plan addressing at a minimum:

- a) DB default or non-performance;
- b) Major schedule delays due to weather or site conditions;
- c) Regulatory or permitting setbacks; and
- d) Escalation procedures, communication protocols, and recovery strategies.

- C.1.5 Monthly Status Reports.** The Monthly Status Reports will be prepared by the DB. The CM shall review the information contained in the report for accuracy.
- C.1.6 Quality Assurance and Quality Control Plan.** Create a Quality Assurance and Quality Control Plan (“QA/QC”) that includes a description of the Contractor’s methods and procedures for ensuring that each aspect of the Project is subject to appropriate checks and balances, including the Contractor’s personnel and subcontractors as appropriate. The QA/QC plan shall also include a description of the minimum requirements for the QA/QC plans to be implemented by the design and construction awardees.
- C.1.7 Cost Estimating.** Review all DB changes request proposals to make reasonably certain that they are accurate and that the Project can be completed within the funds available. Provide Independent Estimates to the COTR for all DB change request proposals. Estimates shall be unit prices for all disciplines in a format comparable to the DB estimate. Facilitate a cost review meeting to discuss and resolve differences between the DB and Construction Manager’s estimates (or estimate reviews) and work with the DB to establish a reconciled estimate. Verify that all construction work, including all appropriate General Condition items, is included in the construction contract; advise the DB of any missing work.
- C.1.7.1 Change Order Workflow.** The CM shall implement the DGS standardized change management process, including:
- a) Initiation via formal Potential Change Order Form in ProjectTeam;
 - b) Review by CM and COTR within five business days;
 - c) Approval routing through the designated Contracting Officer; and
 - d) Tracking via contract and procurement logs and ProjectTeam with status updates.
- C.1.8 Cost Control and Reporting.** The CM shall monitor the status of the budget for the entire Project, including design, construction, Contractor’s costs, and any other Project-associated costs, including development and implementation of a contingency management/tracking tool. Update all budget cost categories as necessary to maintain an accurate cost picture for the Project. Provide in the Monthly Performance Reports to the District with a comparison of budgeted costs with current cost estimates. Advise the COTR immediately whenever a cost category estimate is tending to exceed funds budgeted.
- C.1.9 Schedules:** The initial design schedule will be prepared by the DB and incorporated into the master schedule by the Contractor, subject to the approval of the COTR. The Contractor shall submit recommendations for acceptance or rejection of the DB’s schedule to the COTR. Working with the parties involved, updating the master schedule on a monthly basis and included in the Monthly Performance Report. If necessary, add additional or elaborate on original activities to ensure complete understanding by all involved parties of activities to be accomplished in a timely manner.
- C.1.10 Meetings:** Attend all design progress meetings with the DB and other firms/individuals involved with the Project, as an advisor to the Department. Take an active role in all discussions, with special emphasis on procedures, progress, problems, scheduling, and other necessary matters. At a

minimum, meet monthly with Department staff to review progress, required actions and decisions and prepare and distribute a record of each meeting within three (3) days of meeting.

C.1.11 DB Contract Administration: Review all proposals for changes or amendments to the DB contract and submit an analysis of the request and a recommended course of action to the COTR and CO. Review all requests for payment submitted by the DB and recommend revisions and/or payment to the Department.

C.1.12 Third-Party Contract Administration: Initiate and facilitate procurement of third-party consultants for the Project. Review all proposals, and assist the contracting officer with the solicitation for all third-party Consultants, including Code compliance, Commissioning Agent, 3rd Party inspector, Material and testing inspector. CM shall also administer all third party contracts and submit an analysis of all change requests to these contracts and a recommended course of action to the COTR and CO. Review all requests for payment submitted by the third-party consultants and recommend revisions and/or payment.

C.1.13 Monthly Performance Report: Provide Monthly Performance Report to the COTR documenting progress, budget, schedule, and required actions and decisions in the form established during the planning phase. See Section C.1.16.1 for details on the Monthly Performance Report.

C.1.14 Outreach Effort: Support the Department's outreach effort by assisting in the development of presentation materials to the community and the District. Participate in outreach meetings and activities as directed by the COTR. CM shall assist DGS to maintain a public-facing Project update site and provide materials as needed. CM shall coordinate with DGS and DPR to ensure community feedback is documented and addressed.

C.1.15 Construction Management and Control. The Contractor shall provide support services to ensure the construction work is performed in conformity with applicable requirements and is completed on or before the required completion date.

C.1.16 Construction Management Platform.

C.16.1 ProjectTeam. The CM shall utilize ProjectTeam as the central platform for all Project documentation, coordination, and reporting. All Project records shall be entered, uploaded, and managed within ProjectTeam to ensure transparency, traceability, and real-time access for DGS, DPR, and authorized stakeholders. All Project documentation shall be uploaded and maintained in ProjectTeam, including but not limited to the Monthly Performance Report including at a minimum, the following:

- a) All Project schedules, including baseline and updates;
- b) Cost Control;
- c) RFIs and responses;
- d) Update the Risk Register;
- e) Change Orders and supporting documentation;
- f) Guaranteed Maximum Price (“GMP”) proposals and negotiation records;
- g) Meeting minutes, agendas, and attendance logs;
- h) Field reports and daily logs;
- i) Inspection reports and punch lists;
- j) Update the master warranty sheet
- k) Permit applications, approvals, and correspondence; and
- l) Submittals, transmittals, and closeout documentation.

C.1.16.1 The CM shall ensure that all subcontractors and consultants are trained on ProjectTeam and have appropriate access to upload, review, and respond to documentation as required. DGS reserves the right to audit ProjectTeam records at any time to verify compliance with documentation standards.

C.16.2 Building Information Technology. In addition to ProjectTeam, the CM shall participate in Building Information Modeling (“BIM”) (**Attachment J.8**) for drawing coordination with the Design-Builder using a platform mutually agreed upon by the design team. However, all construction drawings, CAD files, specifications, and BIM outputs shall be uploaded and archived in ProjectTeam to ensure consistent recordkeeping and version control.

C.1.17 Phase Transition: Oversee the transition between construction and post-construction. Coordinate with the DGS PM (or EPM) to determine if the facility is substantially complete according to the contract requirements and coordinate the required documentation. When the facility is substantially complete, coordinate the development of a work list before recommending a Beneficial Occupancy inspection. If the facility is ready for Beneficial Occupancy inspection, coordinate the Beneficial Occupancy inspection with DB and DGS. Coordinate the preparation of a comprehensive punchlist and coordinate the inspections that may be performed by others. Transmit the punchlist to the DB and DGS PM. Coordinate the monitoring of the corrective work. Review the project-specific checklist of the items contractually required before the contract can be considered ready for final acceptance. Coordinate receipt of all documentation required for final payment and close.

C.1.18 Team Meeting Leadership: Lead regularly scheduled Project meetings with members of the Project Delivery Team for the purpose of continually assessing the Project status and to ensure

conformity with Project costs, schedule, and performance goals. Prepare and distribute minutes of all such meetings within three (3) days of meeting. Attend and actively participate in DB trade preconstruction and other coordination meetings as necessary and appropriate.

C.1.19 Schedule Management: Review the DB's initial cost-loaded CPM schedule submittal and forward it to the COTR with comments and a recommendation of approval or rejection. The Contractor shall review the CPM to ascertain whether: (1) it includes as many activities as necessary to make the schedule an effective tool for planning, scheduling, monitoring and coordinating the work and for making progress payments; (2) it complies with the major milestones of the master schedule; (3) it complies with the scheduling requirements of the construction contract(s); and (4) the cost of each item is accurate and cost schedule is not "front-end loaded." Receive and review the DB monthly schedule updates and recommend appropriate action. Update the DGS master schedule to always coincide with the current DB CPM schedule update.

C.1.20 Cost Management: Actively manage all aspects of costs during the construction phase. Update all budget cost categories as necessary to maintain an accurate cost picture for the Project. Provide with the Monthly Performance Report to the COTR with a comparison of budgeted costs with current cost estimates. Advise the COTR immediately whenever a cost category estimate is tending to exceed funds budgeted. Monitor RFIs and submittals for developments that could develop into future requests for change orders. Validate all requests for change with existing contract scopes to ensure the District receives all contracted services under the base contracts. Review all change proposal requests; provide cost and/or time analyses and make recommendations for revision or approval.

C.1.21 Quality Control, Monitor, Analyze and Recommend: Continually monitor and analyze the ongoing construction effort, focusing on conformity with Project quality, cost and schedule requirements. Confirm that as-built drawings are maintained by the DB as required by DB's contract; assure that the DB maintains and updates the drawings regularly and includes all actual locations and routings of services, all changes from the original documents, field changes, final details, actual dimensions, and other similar items on the drawings. Prepare daily inspection reports for each discipline within five (5) days of inspection. Implement other on-site processes and procedures as needed for quality control, including but not limited to Requests for Information ("RFI(s)"), Notice of Non-Compliance ("NONC"), and Incomplete & Deficient Work ("IDW").

C.1.22 Inspections Assistance: Assist the DB in monitoring work in place relative to compliance with contract documents and corrective action resulting from inspections. Ensure the DB teams are performing appropriate on-site inspections and review their reports relative to non-compliant work and corrective actions by the DB. Ensure that all non-compliant work identified during the construction of the Project has been corrected prior to substantial completion. Assist the DB in developing an appropriate punchlist of outstanding items to be corrected at the time of substantial completion. Monitor the completion of punchlist items by the DB.

C.1.23 Manage Information Flow: Monitor timely responses from the Project Delivery Team to the DB's RFI. Monitor the time of submission and the processing of shop drawings, samples and other separate contractor submittals. If submittals and/or responses are not being received in a timely

manner, the Contractor shall ascertain the reason therefore, make recommendations to the COTR and CO, and take such action as may be deemed appropriate to eliminate lag delays.

C.1.24 Requests for Payment: Review the progress of construction with the DB, observe work in place and properly stored materials, and evaluate the percentage complete of each construction activity as indicated in the construction SOV. Review all applications for payment submitted by the DB, contractors, and DB, and make recommendations for revisions and/or payment to the Department. Review the DB's as-built drawings to ensure that they are accurate and updated prior to approval of the monthly payment.

C.1.25 Safety: Review the safety program developed by the DB and monitor compliance by the DB with all contractual safety requirements. Cooperate with officials of other agencies (Federal and/or local) who are vested with authority to enforce requirements of the Occupational Safety and Health Act ("OSHA") of 1970.

C.1.26 Approvals by Regulatory Agencies: Coordinate any required regulatory Third-Party inspections services, including scheduling site visits and maintaining record of field inspection reports, including, but not limited to coordination for inspection services required for obtaining Certificate of Occupancy.

C.1.27 Reporting: Provide Monthly Performance Report to the COTR documenting progress, budget, schedule, and required actions and decisions in the form established during the planning phase. See Section C.1.16.1 for details of the Monthly Performance Report.

C.1.28 Record Keeping: Maintain at the job site on a current basis record of all contracts; all change orders and documents related thereto; all records relating to shop drawings, samples, purchase, materials, equipment, correspondence, daily diary, and all other records related to this contract and construction work. Maintain records in electronic format to the extent possible and practical. Deliver these records to the COTR prior to final payment under this contract. Maintain a detailed daily diary of all events that occur at the job site which affect or may be expected to affect Project progress and recommend solutions. Take digital photos of construction progress on a weekly basis at a minimum and problems areas on an as-needed basis. Effectively label, log, and file photographic records.

C.1.29 Labor Standards: Assist the COTR in the enforcement of Labor Standards Provision of the construction contract(s). Interview employees of the construction contractor(s) and subcontractor(s) for proper classification and rate of pay as required by regulations issued by the Department of Labor implementing construction labor standards (29 CFR Part 5). Observe and report to the COTR any disproportionate number of laborers, helpers, and apprentices to journeymen. Review all construction contractor payrolls after receipt from the construction contractor; prepare letter for the COTR's signature informing contractor of violations and corrective action to be taken; maintain a suspense system on all violations until resolved. Assist the District in reporting to Department of Employment Services ("DOES").

C.1.30 Subcontractor Plans: Monitor DB’s compliance with Local, Small, and Disadvantaged Business Enterprises (“LSDBE”) requirements, subcontracting plans, and other contract requirements.

C.1.31 Claims: Whenever any claim arises under or out of any construction or separate procurement contract awarded by the Department in furtherance of this Project, the Contractor shall diligently render all assistance which the Department may require, including the furnishing of reports with supporting information necessary to resolve the dispute or defend against the claim, participation in meetings or negotiations with the claimant or its representatives, preparation of cost/time analysis, appearance before District Contract Appeals Board (“DC CAB”) or court of law, and other assistance as may be appropriate. Should litigation support services be required, a separate task order will be negotiated based on the same hourly rates specified under this contract.

C.1.32 Operational Planning: Assist the Department in the development of a consolidated maintenance contract solicitation to be bid and awarded prior to occupancy. Ensure that such solicitation will capture the specifics of this Project.

C.2 COMMISSIONING, TURNOVER AND OCCUPANCY

The Contractor shall perform at a minimum, the following tasks during this commissioning, turnover, and occupancy phase:

C.2.1 Occupancy Plan: Develop a detailed transition management and construction contract closeout plan, schedule, and detailed checklist, and assign responsibilities and deadlines to team members at a minimum of ninety (90) days before substantial completion of the Project.

C.2.2 Commissioning: Coordinate the commissioning activities of the DB, architect/engineer (“Architect/Engineer” or “A/E”), District Government personnel, and commissioning contractor. Monitor initial start-up and testing of all HVAC systems for the Project and all other base building systems and/or central plant, to confirm compliance with design and performance specifications, and supervise the building start-up and initial system operations, and coordinate any adjustments or modifications to such systems.

C.2.3 Turnover: Monitor and confirm compliance with all Project turnover requirements including commissioning, record documents, and training in accordance with the DGS Project Turnover Protocol (**Attachment J.7**). Schedule and monitor all product and equipment demonstrations and training. Organize, review for completeness, and deliver to District all closeout documents including as-built drawings, warranties, preventative maintenance plans, final lien releases, etc. and obtain, summarize, and collate all manufactures’ warranties in both original hard copy and electronic formats. Coordinate, check, and monitor the delivery and storage of raw materials, parts, and supplies as directed by the COTR.

C.2.4 Punchlist: Coordinate, review, and ensure the completeness of all punchlist prepared by A/E for finalizing the work and monitor the DB to ensure the satisfactory completion of the punchlist.

C.2.5 Construction Contract Close-out: Ensure that all documents required for Project close out are being developed, submitted and uploaded into ProjectTeam by the Contractor including but not limited to warranties, As-Built drawings, submittals, Operation and Maintenance Manuals, and training materials. Review and consult with CO and COTR any final Project claims and proposed final change orders and closeout of all contracts. Coordinate and effect release of any sureties, bonds, the refund of any deposits posted or the release and/or reduction of any letters of credit.

C.2.6 Warranty: Establish the process and coordinate performance of warranty work. Develop a master spreadsheet that captures all building components, their warranty period along with their contact information. Coordinate performance of warranty and defective work for a period of one year following substantial completion, or within the period permitted by the contract. The contractor shall update the master warranty sheet in the Monthly Performance Report.

C.2.6.1 Warranty Management System

CM shall maintain a digital warranty log with searchable entries by trade, expiration date, and responsible party. CM shall provide automated reminders for warranty milestones and coordinate resolution of post-occupancy issues within 10 business days.

C.3 MEETINGS, REPORTS, AND COMMUNICATION

The Contractor's Project Managers ("Contractor's PM(s)") and Senior Project Managers ("SPM(s)"), as directed by the Department, shall utilize ProjectTeam to ensure the timely dissemination of information and to foster open lines of communication between the DB, Contractor, and A/E. The Contractor's PMs and SPMs' scope of work includes:

1. Attend weekly Progress meetings with the Contractor and DB representatives.
2. Attend any other meetings related to the Project, as required.
3. Coordinate the development, review, revision, and distribution of all required meeting minutes by other vendors within seventy-two (72) hours of meeting end time. If requested by the DGS PM, the Contractor shall prepare and distribute meeting minutes not in others' scope for meetings within seventy-two (72) hours of meeting end time; attend weekly Project status meetings and other Project meetings as necessary to ensure fulfillment of the required services.
4. Prepare and disseminate the Weekly Progress Report.
5. Confirm all DB logs are maintained in ProjectTeam and labeled with all necessary back up information included. Coordinate with the DB for the creation and maintenance of logs.
6. Coordinate the development and maintenance of an updated Deliverables Distribution List.
7. Assist the DGS PM with responses to project inquiries including, Request for Information (RFIs), RFPs, and material submittals Change Order documentation.
8. Coordinate the upload of progress photos to ProjectTeam by the DB weekly or as required by the DB contract.
9. Coordinate the delivery of Project documentation, submittals, materials, and equipment by others.

C.4 APPLICABLE DOCUMENTS AND LICENSURES

The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Document Type	Title	Date
1	Federal Law	OSHA Regulations (Construction) 29CFR Standard 1926 https://www.osha.gov/laws-regs/regulations/standardnumber/1926	Most Recent
2	Federal Law	Labor Standards CFR Part 5 https://www.law.cornell.edu/cfr/text/29/part-5	Most Recent

C.5 DEFINITIONS

These terms when used in this RFP have the following meanings:

- C.5.1 Agreement** - The term “Agreement” shall mean this entire, integrated agreement between the Department and the Construction Management Firm with respect to the Project, consisting of this document and the Exhibits thereto, including but not limited to the Standard Contract Provisions (General Provisions) Supplies and Services Contracts and any Change Orders or Change Directives that have been executed by the Department.
- C.5.2 Change Directive** - A written direction signed and issued by the Department ordering the Contractor either to provide pricing and schedule impact information for a described change to the Work or to proceed with a described change and provide pricing and schedule impact information after beginning the changed Work.
- C.5.3 Change Order** - A written document, executed by the Department and the Contractor, setting forth the agreed terms upon which a change to the Contract has been made.
- C.5.4 Client Agency** - The governmental or quasi-governmental entity represented by the Department, requesting the Project.
- C.5.5 Construction Documents** - The final Contract Documents, as prepared, sealed by the Architect/Engineer's design professional in accordance with the law, and issued by the Design-Builder for the purpose of obtaining bids from potential trade Subcontractors and material suppliers for use in constructing the Project.
- C.5.6 Drawings** - The Drawings are the graphic and pictorial portions of the A/E Contract Documents, wherever located and wherever issued, showing the design, locations and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
- C.5.7 Final Completion** - The point at which Substantial Completion of the Project has been achieved, all

punch list items noted at Substantial Completion have been completed and all documents the Design-Builder is required to deliver to the Department as a condition to receiving final payment.

C.5.8 Final Completion Date - The date established in an Agreement by which the Design-Builder shall achieve Final Completion. The Final Completion Date may be modified only by Change Order or Change Directive in accordance with the Agreement.

C.5.9 Fully Complete - To undertake all of the Work necessary to fully construct and complete the Project and execute all tasks necessary to obtain the final Certificate of Occupancy for the Project from the District of Columbia; submit final lien releases from the Design-Builder and Subcontractors and material suppliers; complete all punch list items to the Department's approval and sign-off; and cause all representations, warranties and guarantees to be honored and otherwise fulfill all of the requirements set forth in the Contract.

C.5.10 Hazardous Material - Any toxic substance or hazardous chemical defined or regulated pursuant to federal, state or local laws relating to pollution, treatment, storage or disposal of waste, or protection of human health or the environment. Such laws include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Clean Water Act, the Clean Air Act and laws relating to emission, spills, leaks, discharges, releases or threatened releases of toxic material. The term Hazardous Materials shall also include petroleum and petroleum bi-products.

C.5.11 Hazardous Material Remediation shall mean the work performed to remove, treat and/or dispose of Hazardous Material.

C.5.12 Master Project - The Master Project is the construction of the new Sportsplex at the RFK Complex located at 2400 East Capitol Street NE, Washington, DC 20002. The Project consists of the following:

1. The Complex at RFK Sportsplex

C.5.13 Master Project Schedule - The schedule for the Project agreed to by the Department and the Contractor herein. Such a schedule shall not be changed except by a Change Order or Change Directive issued by the Department. The schedule shall be in a form and contain such detail as may be agreed upon by the Parties.

C.5.14 Notice to Proceed - A written notice to proceed, signed by the Department, directing the Contractor to proceed with the Project or any portion of the Project.

C.5.15 Project - The Project is the construction of the new Sportsplex at the RFK Complex. The Project consists of the following proposed timelines:

Procurement of CM Firm	4–6 months	Sep 2025 – Feb 2026
Procurement of DB Team	4–6 months	Mar 2026 – Aug 2026
Design & Permitting	12–15 months	Sep 2026 – Dec 2027

Construction	24–30 months	Dec 2027 – July 2030
Commissioning & Turnover	6 months	Apr 2030 – Dec 2030

C.5.16 Reimbursables Reimbursable are intended to cover DGS authorized project related expenses during the execution of the Project. These expenses include, but are not limited to, filed office supplies, Project related carrier services, community flyers, and specialty consultants. Reimbursables must be pre-authorized by DGS and are not intended to cover any CM direct costs.

C.5.17 Specifications - The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work, and performance of related services.

C.5.18 Subcontractor - Any person, natural or legal, to whom the Contractor or Design-Builder delegates performance of any portion of the Project required by the Contract. The term “Subcontractor,” used without a qualifier, shall mean a subcontractor in direct privity with the Contractor or Design-Builder. “Subcontractors at all tiers” shall mean not only those Subcontractors in direct privity with the Contractor or the Design-Builder, but also those performing Work pursuant to sub-subcontracts, sub-sub-subcontracts, and so on. “Subcontractors” shall include both those who are retained to perform labor only and those who are retained both to perform labor and to supply material or equipment. “Subcontractors” shall also include design professionals who are not the Contractor or the Design-Builder’s employees and to whom the Design-Builder delegates any part of its responsibilities under the Contract, except that references to “trade Subcontractors” shall exclude design professionals.

C.5.19 Substantial Completion - Substantial Completion shall have the meaning as described in the applicable Project agreement.

C.5.20 Substantial Completion Dates - The dates established in an Agreement by which the Design-Builder shall achieve Substantial Completion. The Substantial Completion Dates may be modified only by Change Order or Change Directive in accordance with the Agreement.

C.5.21 Work - The term “Work” refers to any and all work done in performance of the services necessary to complete, at any and all phases of the Agreement, to Fully Complete the Project.

C,6 STAFF

C.6.1 Key Personnel

The key personnels specified in the contract are essential to the work being performed hereunder. Substitutions of key personnel are not acceptable. If substitution is deemed necessary, the Contractor shall notify the Contracting Officer at least thirty (30) calendar days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. The CM shall not reassign these key personnel or appoint replacements, without written permission from the Contracting Officer. Key Personnel to be added during the course of the contract to meet the projected staffing pattern described in Section B.3

(Attachment J.11) shall require the advance approval of the COTR. The Key Personnel include the following:

C.6.1.1 Senior Project Manager (Pre-construction and Design). Qualified professional experience in overseeing and leading a range of construction projects with an emphasis on pre-construction and design phases of large projects. The candidate must have knowledge of developing, planning and design, budget and cost management, permitting and regulatory, procurement and contractor management, and risk and safety. The candidates must exhibit strong communication skills, while maintaining strong relationships with stakeholders, clients, design consultants, contractors, and regulatory agencies. The candidate must be familiar with Net Zero, and LEED design standards. The personnel for this position must demonstrate the following minimum requirements:

- a) At least a 4-year bachelor's degree from an accredited university or college in either engineering, architecture or construction management.
- b) A minimum of ten (10) years of professional construction industry experience.
- c) Demonstrated experience managing multi-disciplinary design teams
- d) Demonstrated experience on similar type projects.

C.6.1.2 Senior Project Manager (Construction). Qualified professional experience in overseeing and leading a range of construction projects from beginning to end. The candidate must have knowledge of project and management, navigating regulatory agencies, building and finishes, and specialty and installation services. In addition, the candidate must have experience with design-build delivery method. The candidates must exhibit strong leadership reporting and conflict resolution skills, strong communication skills., while maintaining strong relationships with stakeholders, clients, design consultants, contractors, and regulatory agencies. The personnel for this position must demonstrate the following minimum requirements:

- a) At least a 4-year bachelor's degree from an accredited university or college in either engineering, architecture or construction management.
- b) A minimum of ten (10) years of professional construction industry experience.
- c) Demonstrated experience in managing complex construction, and multi-stakeholder coordination.
- d) Demonstrated experience on similar type projects.

C.6.1.3 Project Manager (Design): Qualified Professional experienced in leading during design development ensuring that architectural and engineering deliverables are constructible, aligned with agency goals, and integrated with the project schedule. Candidate must be proficient in schedule development and analysis, knowledgeable with MEP systems and design coordination. Candidate must be experienced with constructability reviews and value engineering. Candidate must be fluent in design-phase workflows and capable of translating design intent into actionable construction planning. The Personnel for this position must demonstrate the following minimum requirements.

- a) At least a 4-year bachelor's degree from an accredited university or college in either engineering, architecture or construction management.

- b) A minimum of seven (7) years of professional construction industry experience.
- c) Demonstrated experience on similar type projects.

C.6.1.4 Project Manager (Construction): Qualified Professional experienced in leading construction-phase activities for large-scale sports facilities. Candidate must demonstrate a deep technical expertise in MEP systems including HVAC, electrical, plumbing, lighting, Candidate will be responsible for day-to-day oversight of the Design-Builder, field coordination, schedule adherence, and issue resolution. Candidate must be knowledgeable with permitting, regulatory compliance, and sustainability benchmarks. Candidate must be capable of identifying field risks, escalating delays, and maintaining alignment with agency goals and project milestones. Candidate must have strong communication and reporting skills, required to interface with agency representatives, design teams, and community stakeholders. The personnel for this position must demonstrate the following minimum requirements:

- a) At least a 4-year bachelor's degree from an accredited university or college in either engineering, architecture or construction management.
- b) A minimum of seven (7) years of professional construction industry experience.
- c) Demonstrated experience on similar type projects.

C.6.1.5 Assistant Project Manager. Qualified professional experience in organizing and managing a range of building construction projects from beginning to end with cost & schedule management skills, while maintaining strong relationships with clients, design consultants, contractors, and regulatory agencies. The personnel for this position must demonstrate the following minimum requirements:

- a) At least a 4-year bachelor's degree from an accredited university or college in either engineering, architecture or construction management.
- b) A minimum of five (5) years of professional construction industry experience.
- c) Demonstrated experience on similar type projects.

C.6.1.6 Change Order/Cost Control Manager: Qualified Professional experienced in managing the review, negotiation, and approval of change orders for large-scale projects. Candidate must demonstrate expertise in cost analysis, scope validation, and contingency tracking. Must be capable of reconciling contractor pricing with independent estimates and protecting agency interests through tactful negotiation and documentation. Candidate must be familiar with public sector budget alignment, and fiscal reporting. Must understand MEP cost drivers and be able to identify scope creep, duplication, and pricing inconsistencies. Strong communication and documentation skills are required to interface, agency representatives, and contractors. Candidate must be capable of maintaining a transparent change order documentation and preparing recommendations for agency approval. The personnel for this position must demonstrate the following minimum requirements:

- a) At least a 4-year bachelor's degree from an accredited university or college in either engineering, architecture or construction management.
- b) A minimum of seven (7) years of professional construction industry experience.

- c) Demonstrated experience in construction estimating, cost management, cost tracking and reporting
- d) Demonstrated experience on similar type projects.

C.6.1.7 Quality Assurance and Quality Control: Qualified Professional with thorough technical experience of all construction trades, MEP systems and construction quality assurance and quality control. Candidate will oversee inspections, punchlist management, and coordinate commissioning to ensure compliance with agency standards and technical specifications. Candidate must be fluent in field protocols, third-party testing coordination, and construction documentation. Must be capable of identifying deficiencies, enforcing corrective actions, and supporting turnover readiness. Candidate must be familiar with commissioning workflows and able to coordinate with design teams, contractors, and agency stakeholders. Strong reporting and escalation skills are essential. The personnel for this position must demonstrate the following minimum requirements:

- a) At least a 4-year bachelor's degree from an accredited university or college in either engineering, architecture or construction management.
- b) A minimum of five (5) years of professional construction QA/QC industry experience.
- c) Demonstrated experience overseeing commissioning protocols and third Party inspections
- d) Demonstrated experience on similar type projects

C.6.1.8 Closeout Specialist: Qualified Professional experienced in managing project turnover activities for large-scale public facilities. Candidate will coordinate the collection of O&M manuals, training schedules, warranty documentation, and final deliverables to support agency readiness and long-term facility performance. Candidate must be organized, detail-oriented, and familiar with closeout protocols. Must understand MEP system documentation and be capable of coordinating training sessions with contractors and agency staff. Candidate must be able to track outstanding items, support punch list resolution, and prepare close-out and final occupancy packages in alignment with agency standards. The personnel for this position must demonstrate the following minimum requirements:

- a) At least a 4-year bachelor's degree from an accredited university or college in either engineering, architecture or construction management.
- b) A minimum of five (5) years of professional construction industry experience.
- c) Demonstrated experience in construction close-out and turnover
- d) Demonstrated experience on similar type projects

C.6.2 Other Personnel

The Contractor shall provide sufficient personnel to meet the demands of the Project and qualified in the planning and execution of large, technically complex laboratory construction Projects. Personnel shall include but not be limited to professional design/engineering personnel, Project managers, Project management control system managers, construction estimators, CPM schedulers and construction inspectors. Program Management personnel assigned to this Project

shall be dedicated to the Project. Design reviews, cost estimating and other relevant construction management personnel shall be located at the Construction Manager's office within a 20-mile radius of the District.

C.6.3 On-site Office: On-site office will be provided by DGS. The Construction Management Firm is responsible for all equipment needed by its personnel to accomplish the work, including but not limited to laptops, portable printers, cell phones, etc.

C.6.4 Off Site Office: The Contractor shall maintain an office off site within the larger DMV area.

C.7 PROJECT MANAGEMENT PLAN

C.7.1 The Contractor shall provide a Project Management Plan to document the Contractor's policies, procedures and protocols to successfully perform the contract's requirements. The Project Management Plan shall address at a minimum the Project Management Support Services described in Section C, and other services required to successfully complete the Contractor's requirements. The Contractor shall not be responsible for the following:

C.7.2 Contractor shall advise the Department with respect to any identified design defects or conflicts.

C.7.3 Defective completion of construction, provided that the Contractor exercised all due diligence, utilizing fully qualified and competent personnel within authorized limitations, to make reasonably certain that construction was performed in conformity with applicable construction contract plans and specifications, and made all reasonable efforts to keep the DB on schedule.

C.7.4 Schedule overruns, provided that the Contractor has taken all reasonable measures to anticipate problems and delays and to eliminate or minimize their adverse impact on completion of construction by the scheduled construction completion date.

C.7.5 With the exception of General Condition Items contracted for by the Contractor, the Contractor shall not be responsible for, and shall not have control or charge of, construction means, methods, techniques, sequences or procedures; safety programs or procedures; or for acts or omissions of other contractors or their subcontractors, agents or employees, or any other person performing any of the work.

C.8 PERFORMANCE EVALUATION

The Department will evaluate the CM's performance throughout the Project to ensure the successful delivery of the Project. The Performance Evaluation will include, at a minimum, quarterly reviews, milestone-based assessments, and corrective action protocols. The CM shall cooperate fully with all evaluation activities and provide documentation as requested. Performance results may inform personnel retention and future success in being awarded District contracts.

C.8.1 The CM's performance will be evaluated using the following categories and metrics:

Category	Evaluation Focus
Project Controls	Accuracy and timeliness of schedule updates, cost tracking with Budget variance does not exceed 3% over threshold, and risk management.
Design Phase Support	Quality of constructability reviews, DB coordination, and entitlement input.
Procurement Support	Clarity and completeness of DB RFP support, responsiveness to DGS queries including, at a minimum, 90% of Requests for Information ("RFI(s)") responded to within five (5) business days.
Construction Phase Support	DB – Builder Oversight; Construction Phase Execution; Entitlement Navigation and Oversight including 90% of Requests for Information ("RFI(s)") responded to within five (5) business days, and 95% of inspections completed on schedule.
Stakeholder Coordination	Timeliness and effectiveness of communications with DGS and Third party consultants.
Field Oversight	Responsiveness to issues, documentation quality, and adherence to QA/QC.
Regulatory Engagement	CFA, HPO, Zoning, Department of Buildings ("DOB"), and all regulatory coordination and reporting.
Professional Conduct	Team responsiveness, collaboration, and adherence to Contractual obligations.
Strategic Oversight & Delivery	Market understanding, oversight of DB performance, lifecycle delivery, proactive risk and quality management, issue resolution, close-out, and warranty enforcement. Close-Out and turnover readiness

C.8.2 Reporting and Performance Evaluation Information

The Department will utilize the following information to conduct the performance evaluations:

- a) **Monthly Performance Report Review** - The Department will review the CM's Monthly Performance Report as described in Section C.1.16.1 including among other items schedule adherence, cost tracking, and issue resolution.
- b) **Quarterly Reviews** - The COTR, DGS PM, and other Department staff will conduct a Quarterly Review with the Contractor's Key Personnel at DGS Headquarters, 3924 Minnesota Avenue, NE.
- c) **Milestone Reviews** - The COTR, DGS PMs, and other Department staff will conduct a Milestone Reviews with the Contractor's Key Personnel at DGS Headquarters, 3924 Minnesota Avenue, NE. The reviews will be triggered at key points during the Project such as the award of design-build contractor, progression of the design, permitting, construction mobilization, substantial completion, final completion, commissioning, closeout and turnover. This is not an exhaustive list of milestones. The Department reserves the right to conduct Milestone Reviews as needed to ensure the successful delivery of the Project.
- d) **Ad Hoc Reviews:** The COTR, DGS PM, and other Department staff may conduct ad hoc reviews to address performance concerns or other critical Project issues.
- e) **Interviews** – The COTR, DGS PM, and other Department staff will conduct interviews with the CM's key personnel and other staff, as applicable.
- f) **Site Walk-throughs** - The COTR, DGS PM, and other Department staff Department will conduct site walk-throughs, as applicable, to inform the Department of the Project's progress and the CM's performance.

C.8.3 Validation of Data

The COTR will be responsible for receiving and verifying data to be utilized in the Performance Evaluation. The COTR will use the means necessary including review of data submitted via Project Teams, other deliverables, personal observations, and interviews to verify the data.

C.8.4 Ratings/Evaluation

C.8.4.1 The CM will be evaluated in the nine (9) categories described in C.8.1 above. The COTR along with the DGS PM and any other DGS staff, as appropriate, will rate each category one of the following ratings:

Exceed Expectations
Meets Expectations
Needs Improvement
Unsatisfactory

C.8.4.2 The COTR ratings will be assigned based on the following:

- a) Timeliness of deliverables
- b) Quality of deliverables
- c) Responsiveness to DGS inquiries including established performance metrics described in the Evaluation Focus section of C.8.1

- d) Coordination effectiveness, and adherence to contractual obligations
- e) Results of Performance Evaluation activities discussed in C.8.2 a) – f)

C.8.5 Quarterly Performance Review

The COTR, DGS PM, and other Department staff will conduct a quarterly performance review with the CM. The result of the Quarterly Performance Review will be a Performance Scorecard issued by the COTR. The Performance Scorecard will provide the CM's ratings for each evaluation category along with a narrative summary. The Performance Scorecard will be updated quarterly and stored in Project Teams records. A sample of the Performance Scorecard is provided in Attachment J.14.

C.8.5.1 Performance Scorecard

The COTR will provide the CM with a draft Performance Scorecard within ten (10) business days of the Quarterly Performance Review. The CM may submit written comments within five (5) business days of receipt of the draft Performance Scorecard. The COTR will consider relevant information provided in response to the draft Performance Scorecard. The Final Performance Scorecard will serve as the official Performance Scorecard for the quarter and be provided to the CM and stored in Project Teams.

C.8.5.2 Areas for Improvement

- a) Needs Improvement - For categories receiving a rating of Needs Improvement, the COTR will provide feedback, as applicable, and monitor the CM's progress.
- b) Unsatisfactory – For categories receiving a rating of Unsatisfactory, the COTR will provide written communication to the CM describing the Unsatisfactory rating. The CM will have five (5) business days to submit a Corrective Action Plan to the COTR for review.

SECTION D
PACKAGING AND MARKING INSTRUCTIONS

Not Applicable.

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by Article 6 of the Government of the District of Columbia Department of General Services Standard Contract Provisions (General Provisions) Supplies and Services Contracts, dated January 2016. **(Attachment J.1).**

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the awarded contract shall be for a base year period of one (1) year from date of execution by the CO, as specified on the cover page of the contract.

- F.1.2 Letter Contract (*where applicable*):** It is understood and agreed that certain activities described herein may have been performed while a Letter Contract was in place, and the term of the Letter Contract shall merge into and be superseded by this contract upon its execution by the CO. In this instance, the term of the contract would begin on the effective date of the Letter Contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

- F.2.1** The Department may extend the term of this Contract for a period of three (3) one-year option periods (each, an “Option Period”), or successive fractions thereof, by written notice to the Contractor before the expiration of the Contract; provided that the Department will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Department to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of the Option Period. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the Contract.
- F.2.2** If the Department exercises an Option Period, the extended Contract shall be considered to include this option provision.
- F.2.3** The price and cost for the Option Periods shall be as specified in the Section B of the Contract.
- F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the Department’s requirements and submit each deliverable in hard copy and soft copy to the COTR identified in Section G.9 in accordance with the following:

No.	Solicitation Reference	Deliverable	Due Date
1	C.1.2	Master Project Schedule	1 st of Every Month
2	C.1.3	Master Project Budget	1 st of Every Month
3	C.1.4	Risk Management Plan	15 th of Every Month
4	C.1.5	Monthly Status Report Reviews	15 th of Every Month
5	C.1.6	Quality Assurance Control Plan	15 th of Every Month
6	C.1.7	Cost Estimating	See Project Management Support
7	C.1.8	Cost Control and Reporting	See Project Management Support
8	C.1.9	Schedules	See Monthly Progress Report
9	C.1.10	Meetings	Within three (3) days of meeting
10	C.1.11	A/E Contract Administration	As Needed
11	C.1.12	DB Contract Administration	As Needed
12	C.1.13	Reporting	See Project Management Support
13	C.1.14	Outreach Presentation Materials	5 days before meeting
14	C.1.15	Construction Management & Control	Ongoing
15	C.1.16.1	Monthly Progress Report	Monthly
16	C.1.18	Team Leadership Meeting Minutes	Within 3 days after meeting
17	C.1.19	Schedule Management	See Project Management Support
18	C.1.20	Cost Management Support (Monthly)	See Project Management Support
19	C.1.21	Quality Control & Daily Inspection Reports	5 days after visit
20	C.1.24	Request for Payment	25 th of month

21	C.1.27	Project Progress Report (Construction)	1 st of every month
22	C.1.28	Record Keeping	On-going
23	C.1.31	Claims	As Needed
24	C.2.1	Occupancy Plan (per Project)	90 days before Substantial Completion of Project
25	C.2.6	Warranty Spreadsheet	1 st of every month
26	C.7.1	Project Management Plan	30 days after NTP
27	H.9.3	Subcontractor Agreements	Within 21 days from Award
28	H.9.4	Subcontracting Plan Reporting	Quarterly

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in Section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to Section G.3.2.

SECTION G

CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>. The Contractor shall submit proper invoices on a monthly basis. To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.
- G.2.2** On the twenty-fifth day of each month the Contractor shall submit to the Department (with a copy to the Program Manager) an Application for Payment, which Application for Payment shall cover the entire month during which the Application for Payment is submitted. All amounts formally submitted via Application for Payment and not disputed by the Department shall be due and payable on the last day of the month following submission or, if that is not a business day, on the following business day. If the Contractor and Department are unable to agree on the amounts properly due and owing, the Department shall pay in accordance with its good faith determination and the Contractor may protest and pursue a claim as provided in this Agreement and the Standard Contract Provisions (General Provisions) Supplies and Services Contracts, dated January 2016 (**Attachment J.1**).

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in Section H.5.5.
- G.3.2** The Department shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 The Contractor shall be compensated in a series of progress payments and a Final Payment, for Work completed in accordance with the Agreement, and for which proper Applications for Payment have been submitted and approved.

G.4.2 Partial Payments

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

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:

"Payment will be made on completion and acceptance of each item for which the price is stated in the Schedule in Section B".

- (c) Presentation of a properly executed pay application.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

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

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee).”

G.6 THE QUICK PAYMENT ACT

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, for the period beginning on

the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:

- G.6.1.1.1** The date on which payment is due under the terms of the contract;
- G.6.1.1.2** Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;
- G.6.1.1.3** Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or
- G.6.1.1.4** 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.
- G.6.1.2** No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or after:
 - G.6.1.2.1** 3rd day after the required payment date for meat or a meat food product;
 - G.6.1.2.2** 5th day after the required payment date for an agricultural commodity; or
 - G.6.1.2.3** 15th day after any other required payment date.
- G.6.1.3** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.
- G.6.2** **Payments to Subcontractors**
 - G.6.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:
 - G.6.2.1.1** Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or
 - G.6.2.1.2** Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
 - G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% per month.

No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:

G.6.2.2.1 3rd day after the required payment date for meat or a meat product;

G.6.2.2.2 5th day after the required payment date for an agricultural commodity; or

G.6.2.2.3 15th day after any other required payment date.

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

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

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

G.7 CONTRACTING OFFICER (CO)

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

James H. Marshall
Contracting Officer
Department of General Services
3924 Minnesota Avenue NE, 5th Floor
Washington, DC 20019
james.marshall@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The CO is the only person authorized to approve changes in any of the pricing, cost or requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the pricing, cost or requirements of this contract, unless issued in writing and signed by the CO.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE / ("COTR")

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

- G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.2 The address and telephone number of the COTR is:

COTR
3924 Minnesota Avenue, NE 5th Floor
Washington, DC 20019
Office: (202) 579-0975
Email:

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

- (a) Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
- (b) Grant deviations from or waive any of the terms and conditions of the contract;
- (c) Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
- (d) Authorize the expenditure of funds by the Contractor;
- (e) Change the period of performance; or
- (f) Authorize the use of District property, except as specified under the contract.

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is

not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.10 PAYMENT FOR REIMBURSEABLE ITEMS AND SERVICES

Payment for approved reimbursable items will be provided on a cost reimbursable basis with no mark-up applied.

G.11 COST REIMBURSEMENT CEILING

G.11.1 Cost reimbursement ceiling (Not to Exceed Amount) for Reimbursables is set forth in Section B.3.

G.11.2 The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for Reimbursables will be either greater or substantially less than the cost reimbursement ceiling.

G.11.3 As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of Reimbursables.

G.11.4 The District is not obligated to reimburse the Contractor for costs incurred in excess of the Not to Exceed perform under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section B.3 until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised Not to Exceed amount for Reimbursables .

G.11.5 No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.

G.11.8 If any cost reimbursement ceiling specified in Section B.3 is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No 2015-4281 Revision No. 13 dated April 25, 2019, issued by the U.S. Department of Labor in accordance with the Service Contract Act ("SCP"), 41 U.S.C. § 351 *et seq.*, and incorporated herein as **Attachment J.2**. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Article 25 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PREGNANT WORKERS FAIRNESS

H.3.1 The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

H.3.2 The Contractor shall not:

- (a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;
- (b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

Pay;
Accumulated seniority and retirement;
Benefits; and
Other applicable service credits;

Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

(d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

H.3.3 The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

H.3.4 The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

H.3.5 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.4 UNEMPLOYED ANTI-DISCRIMINATION

H.4.1 The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

H.4.2 The Contractor shall not:

- (a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or
- (b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:
 - (1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or
 - (2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

H.4.3 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

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

H.5.1 For contracts for services in the amount of \$300,000 or more, 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 (Employment Agreement) with DOES, in which the Contractor shall agree that:

- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
- (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall not begin performance of the contract until its Employment Agreement (**Attachment J.4**) and Initial Employment Plan (**Attachment J.4**) has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

H.5.4 The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

H.5.5 The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

H.5.6 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

- H.5.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- H.5.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- H.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in Article 14 of the SCP, Disputes.
- H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

H.6 AUDITS AND RECORDS

- H.6.1** 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.6.2 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, offices or other facilities or parts of them, engaged in performing the Contract.
- H.6.3 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 bid 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.6.4 Comptroller General**
- H.6.4.1** 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.6.4.2 This section 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.6.5 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.6.6 Availability. The Contractor shall make available at its local office at all reasonable times the records, materials, and other evidence described in clauses H.6.1 through H.6.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the contract, 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.6.7 The Contractor shall insert a clause containing all the terms of this clause, including this Section H.6.7, in all subcontracts under this Contract that exceed the small purchase threshold of \$100,000, and:

- a) That is 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 Section H.6.5 of this clause.

H.7 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.8 LIVING WAGE ACT

The Contractor agrees that the Work performed under the proposed contract shall be subject to the living wage act in effect at the time of the Contract execution by the Department. As such, the Contractor and its subcontractors shall comply with the wage reporting requirements imposed by the act as set forth in **Attachment J.5**.

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

- H.9.1.1** For all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- H.9.1.2** If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of Sections H.9.1.1 and H.9.1.2.
- H.9.1.4** Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.5** Reserved
- H.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- H.9.1.7** A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.9.2 Subcontracting Plan

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

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

H.9.3 Copies of Subcontracts

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

H.9.4 Subcontracting Plan Compliance Reporting

H.9.4.1 If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, COTR, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- (a) The price that the prime contractor will pay each subcontractor under the subcontract.
- (b) A description of the goods procured, or the services subcontracted for;
- (c) The amount paid by the prime contractor under the subcontract; and
- (d) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

H.9.4.2 If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

H.9.5 Annual Meetings

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

H.9.6 Notices

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

H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan

- H.9.7.1** A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.
- H.9.7.2** A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
- H.9.7.3** If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in Article 8 of the SCP, Default.

H.10 FAIR CRIMINAL RECORD SCREENING

- H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the "Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- H.10.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.
- H.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.10.4** The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.
- H.10.5** This section and the provisions of the Act shall not apply:
- (a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;
 - (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
 - (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
 - (d) To employers that employ less than 11 employees.

H.10.6 A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

H.11 DEPARTMENT RESPONSIBILITIES

The Department will:

- (a) Provide a written Notice to Proceed for each of the Phases/Project; and
- (b) Timely process payment application.

H.12 CONTRACTOR RESPONSIBILITIES

In addition to the Requirements described in Section C, the Contractor shall provide the on-site and off-site offices as described in Section C.

SECTION I CONTRACT CLAUSES

I.1 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.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Department of General Services Standard Contract Provisions (General Provisions) Supplies and Services Contracts dated January 2016 (SCP) (**Attachment J.1**). The (SCP) are incorporated as part of the contract.

I.3 CONTRACTS THAT CROSS FISCAL YEARS

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

I.4 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.5 CONTINUITY OF SERVICES

I.5.1 The Contractor recognizes that the services provided under this Contract are vital to the District of Columbia and must be continued without interruption and that, upon Contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

I.5.1.1 Furnish phase-out, phase-in (transition) training; and

I.5.1.2 Exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

I.5.2 The Contractor shall, upon the Contracting Officer's written notice:

I.5.2.1 Furnish phase-in, phase-out services for up to ninety (90) days after this contract expires and

I.5.2.2 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 Contracting Officer's approval.

- I.5.3** 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.5.4** 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.
- I.5.5** Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract

I.6 CONFIDENTIALITY OF INFORMATION

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

I.7 DISPUTES

All disputes arising under or relating to the Contract shall be resolved as provided in the Standard Contract Provisions for use with District of Columbia Department of General Services Supplies and Services Contracts dated January 2016 ("SCP"), Article 14: Disputes (**Attachment J.1**).

I.8 CHANGES

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the Contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the Contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the Contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Section I.7 - Disputes.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the Contract or subcontract, including work under a District-issued change order,

when the additional work increases the Contract price beyond the not-to-exceed price or negotiated maximum price of this Contract, unless the CO:

1. Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;
 2. Obtains a certification of funding to pay for the additional work;
 3. Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
 4. Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
1. Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
 2. Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
 3. Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

I.9 TIME

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

I.10 RIGHTS IN DATA

A. Definitions

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.
3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.
4. “District” – The District of Columbia and its agencies.

B. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the Department to perform services detailed in the contract. The Department shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or third party proprietary DGS, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s bid that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the Project or work plan or contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and any other legend of DGS on any copies authorized under this paragraph.
2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

C. Transfers or Assignments of Existing or Custom Products by the District

The Department may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a Project or work plan in the course of Contractor’s business.

D. Subcontractor Rights

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

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in Section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in Section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in Section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared 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 current version of the source code supplied under the 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.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in Section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

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

I.11 OTHER CONTRACTORS

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

I.12 SUBCONTRACTS

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

I.13 INSURANCE

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance to the Contracting Officer (CO) giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 for each occurrence, \$2,000,000 general aggregate, \$2,000,000 products and completed operations aggregate, and \$1,000,000 personal and advertising injury aggregate limit.

The Commercial General Liability shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2010 0413 and CG2037 04 13 (or its equivalent) to The Government of the District of Columbia
- b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
- c) A waiver of subrogation in favor of The Government of the District of Columbia
- d) Any Annual Aggregate shall apply on a per location or per project basis
- e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor in connection with work under this agreement, with a minimum combined single limit of \$1,000,000. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

The Commercial Auto Liability policy shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
- b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
- c) A waiver of subrogation in favor of The Government of the District of Columbia
- d) Defense costs shall be in addition to and not erode the limits of liability
- e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier, and Truckers (or its equivalent)
- f) Moving and Storage Companies shall be required to provide evidence of BMC91 or BMC91X filing

For Contractors providing transportation:

Contractors providing transportation must additionally comply with the following:

- a) Operators holding a restricted WMATC Certificate of Authority must have a single limit of \$1.5 million in combined (bodily injury and physical damage) coverage, or
- b) Operators holding an unrestricted WMATC Certificate of Authority must have a single limit of \$5M in combined (bodily injury and physical damage) coverage.

In addition, both types of WMATC certificate holders must have in place the following Licensing Requirements as applicable:

- a) Commercial Driver's License (CDL) with the following endorsements:
 - i) P (Passenger): All drivers MUST have a P endorsement enabling them to transport passengers (16 or more).

- ii) S (School Bus): All drivers operating school buses (flashing lights, swing arm w/stop sign) must also have an S endorsement. Please note that driver credentials for any vehicles that are converted school buses must have S.
- b) Valid (unexpired) US Department of Transportation Medical Examiner Certification (“Medical Card”).

For Contractors using District Government-Owned Vehicles:

Agencies that provide Contractors with District Government-owned or leased motor vehicles are responsible for ensuring that such vehicles are used only for the performance under this Contract. Contractor and its subcontractors are prohibited from using such vehicles for home-to-work transportation unless specifically provided for under the terms of the contract and approved in writing by the Contracting Officer, or otherwise provided by law. Contractor shall obtain automobile liability insurance with a minimum combined single limit of \$1,000,000 to cover bodily injury and property damage to protect the Contractor and the District Government against third-party claims arising from the use of District Government-owned vehicles. The Commercial Auto Liability Policy shall be endorsed to include:

- a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia;
- b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds; and
- c) A waiver of subrogation in favor of The Government of the District of Columbia.

In the event of loss, destruction, or damage to any government-owned vehicles used in the performance of contract, Contractor shall be liable for full cost of repair or replacement of lost, destroyed, or damaged vehicle.

3. Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of 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 evidence satisfactory to the CO of 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.

The Workers Compensation and Employers Liability shall be further endorsed to:

- a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
- b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
- c) Where applicable, include Jones Act Coverage for seamen or crew members on an “if any” basis.

4. Media Liability and Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, and violation of any consumer protection laws arising out of Contractor’s operations or services with a limit of \$2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any

data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Contractor on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Contractor shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.
6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella with minimum limits of \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate. Coverage must excess of required commercial general liability, commercial auto liability, and employers' liability. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.
7. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3rd party fidelity to cover the dishonest acts of subcontractors, its employees and/or volunteers which result in a loss to the District. The Government of the District of Columbia shall be included as loss payee. The policy shall provide a limit of \$20,000 per occurrence.
8. Environmental Liability/Contractors Pollution Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of environmental liability insurance covering losses caused by pollution or other hazardous conditions arising from ongoing or completed operations of the Contractor. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), clean-up costs, transit and non-owned disposal sites. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements. There shall be neither an exclusion

nor a sublimit for mold or fungus-related claims, legionella, asbestos, lead paint, or silica. The minimum limits required under this paragraph shall be \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous completed operations coverage will be maintained for at least ten (10) years or an extended reporting period shall be purchased for no less than ten (10) years after completion.

The Contractor also must furnish to the CO Owner certificates of insurance evidencing environmental liability insurance maintained by third party transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.

The Environmental Liability policy shall be further endorsed to include The Government of the District of Columbia as an Additional Insured.

9. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the CO with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, Workplace Torts, "Bullying" in "any location" and "by any means," including the Internet, whether between employees of contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend The Government of the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
10. Installation-Floater Insurance - For projects not involving structural alterations, the Contractor shall provide an installation floater policy with a limit equal to the Property values being installed as part of the project. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the Contractor.
11. Riggers Liability – If and to the extent Contractor's services or scope of Work call for, require, or involve the lifting, picking, rigging and setting of others property, materials or equipment, Contractor shall procure, maintain and pay for Riggers Liability Insurance to insure against physical loss of or damage in amounts sufficient to insure the full market value and / or replacement costs of the property, materials or equipment being lifted, with a minimum liability limit of \$5,000,000. In addition to replacing any property, materials or equipment damaged through Contractor's work involving the lifting, picking, rigging and or setting, Contractors shall also be responsible for all consequential loss of use, and delay damages involved in replacing and / or repairing the damaged property, materials, or equipment. Failure to carry appropriate insurance and / or failure to carry adequate limits shall not relieve Contractor from its indemnity and contractual obligations herein.

Construction Projects Controlled by the District

For construction projects controlled by the District, the District will procure the following policies with the District listed as the first named insured. Since the District will control the placement of the policies, the District should not contractually bind itself to secure coverage broader than the minimum that satisfies the interests of the Developer.

Builders Risk – The District shall purchase and maintain, in a company authorized to do business in the jurisdiction in which the project is located, builders risk insurance, written on an “all risk”, special causes of loss or equivalent form. Builders risk coverage will include boiler and machinery / equipment breakdown, earthquake, and flood perils. Building ordinance and terrorism coverage will be included.

The deductible shall not exceed \$[ENTER AMOUNT] except for earthquake, flood, windstorm, water damage or other perils at the discretion of the District and as available in the insurance industry. The deductible for Frame or Joisted Masonry construction shall not exceed \$[ENTER AMOUNT].

The project limit shall equal the replacement value of the structure, including coverage for property in transit and stored off premises.

At the discretion of the District, builders risk coverage will extend to soft costs and delayed completion.

Builders risk insurance shall include the interests of The Government of the District of Columbia, the Developer, Subcontractors and Sub – subcontractors in the project.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS

Any and all subcontractors engaged by Contractor for work under this agreement shall be required to have the same insured required of Contractor. Should the Contractor wish to propose different insurance requirements for the subcontractor than the ones outlined in the Contract, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor to the CO. The CO will promptly provide in writing to the Contractor with a decision regarding the insurance requirements applicable to the subcontractor. When requested by the CO, the Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- E. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- F. **LIABILITY.** These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the contractor's liability under this contract.
- G. **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 Government of the District of Columbia.
- H. **MEASURE OF PAYMENT.** The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all the costs of insurance and bonds in the contract price.
- I. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Contractor no longer complying with the above requirements. The Contractor shall provide the CO with ten (10) days' prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Contractor at least 30 days' notice of the change. Contractor must comply, at your expense, and deliver to the CO evidence of compliance before the change becomes effective.
- J. **CERTIFICATES OF INSURANCE.** The Contractor must send to CO, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Contractor must also provide us with evidence of renewal before the expiration date of each insurance policy. Contractor is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted electronically to james.marshall@dc.gov

The CO may request, and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage

required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- K. **DISCLOSURE OF INFORMATION.** The Contractor agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia 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.
- L. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.
- M. **WARRANTIES.** When applicable, the Contractor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). CO should collect, review for accuracy, and maintain all warranties for goods and services.

I.14 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 Contractor who has not satisfied the equal employment requirements.

I. 15 ORDER OF PRECEDENCE

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

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 (General Provisions) Supplies and Services Contract, January 2016 Contract attachments other than the Standard Contract Provisions;
- (4) RFP, as amended;
- (5) BAFOs (in order of most recent to earliest); and
- (6) Proposal.

I.17 NON-DISCRIMINATION CLAUSE

See Article 20 of the SCP, **Attachment J.1.**

I.18 NONPROFIT FAIR COMPENSATION ACT OF 2020, D.C. Code § 2-222.01 et seq.

I.18.1 Nonprofit organizations, as defined in the Act, shall include in their rates the indirect costs incurred in provision of goods or performance of services under this contract pursuant to the nonprofit organization's unexpired Negotiated Indirect Cost Rate Agreement (NICRA). If a nonprofit organization does not have an unexpired NICRA, the nonprofit organization may elect to instead include in its rates its indirect costs:

- (1) As calculated using a *de minimis* rate of 10% of all direct costs under this contract;
- (2) By negotiating a new percentage indirect cost rate with the awarding agency;
- (3) As calculated with the same percentage indirect cost rate as the nonprofit organization negotiated with any District agency within the past 2 years; however, a nonprofit organization may request to renegotiate indirect costs rates in accordance with 2.13.2; or
- (4) As calculated with a percentage rate and base amount, determined by a certified public accountant, as defined in the Act, using the nonprofit organization's audited financial statements from the immediately preceding fiscal year, pursuant to the OMB Uniform Guidance, and certified in writing by the certified public accountant.

I.18.2 If this contract is funded by a federal agency, indirect costs shall be consistent with the requirements for pass-through entities in 2 C.F.R. § 200.331, or any successor regulations.

I.18.3 The Contractor shall pay its subcontractors which are nonprofit organizations the same indirect cost rates as the nonprofit organization subcontractors would have received as a prime contractor.

I.19 PROHIBITION AGAINST CONTRACTOR'S PERFORMANCE OF INHERENTLY GOVERNMENTAL FUNCTIONS

Pursuant to D.C. Official Code § 2-352.05a, the Contractor shall not perform any inherently governmental function. An inherently governmental function involves, among other things, the interpretation and execution of the laws of the District to:

- (1) Bind the District to take or not to take some action by contract, policy, regulation, authorization, order, or otherwise;

- (2) Appoint, direct, or control officials or employees of the District;
- (3) Exert ultimate control over the acquisition, use, or disposition of the property, real or personal, tangible or intangible, of the District, including the control, or disbursement of, appropriated and other District funds;
- (4) With respect to contracts to procure goods or services for the District:
 - (A) Determine what supplies or services are to be acquired by the District, and at what prices; provided, that the Mayor or the Mayor's designee may give a contractor authority to acquire supplies for the District at prices within specified ranges and subject to other reasonable conditions considered appropriate;
 - (B) Participate as a voting member on any source-selection board, unless the contractor has:
 - (i) Been hired by the District for its specific technical expertise; and
 - (ii) No conflict of interest exists with regard to the contract or vendors under consideration by the source-selection board;
 - (C) Approve any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria;
 - (D) Award contracts;
 - (E) Administer contracts, including ordering changes in contract performance or contract quantities, taking action based on evaluations of contractor performance, and accepting or rejecting contractor products or services;
 - (F) Terminate contracts;
 - (G) Determine whether contract costs are reasonable, allocable, or allowable; and
 - (H) Evaluate a contractor's performance when the evaluation is to be used to determine whether payment should be made to the contractor and in what amount.

Given the foregoing, the Contractor acknowledges that only District government employees may perform inherently governmental functions; and, the Contractor is required to notify the CO and COTR in writing if its work under this Contract requires District government employees to perform inherently governmental functions.

I.20 Campaign Finance Reform Act

Prior to the execution of the Contract, the Design-Builder shall complete and submit to the Department a completed Campaign Finance Reform Act Self-Certification Form, **Attachment J.10**, pursuant to D.C. Official Code § 1-1161.01.

SECTION J ATTACHMENTS

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

Attachment Number	Document
J.1	The Department of General Services Standard Contract Provisions (General Provisions) Supplies and Services Contracts, dated January 2016 (SCP)
J.2	U.S. Department of Labor Wage Determination
J.3	Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85
J.4	Department of Employment Services First Source Employment Agreement First Source Initial Employment Plan
J.5	Way to Work Amendment Act of 2006 - Living Wage Information
J.6	DSLBD SBE Subcontracting Plan (if required by law)
J.7	Department of General Services Projects Turnover Protocol 20240
J.8	National Guidelines for Building Information Technology
J.9	Bidder/Offeror Certification Form
J.10	Campaign Finance Reform Self-Certification
J.11	Form of Offer Letter and Price Schedule
J.12	Acknowledgement of Addendums
J.13	Past Performance Evaluation Form
J.14	Performance Scorecard

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

Bidder/Offeror Certification Form **Attachment J.7**

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 Selection of Negotiation Process

In accordance with 27 DCMR § 1632, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the CO may elect to proceed with any method of negotiations, discussions or award of the contract without negotiations, which is set forth in subsections (a), (b), (c), or (d) of 27 DCMR § 1632.1. If the CO elects to proceed with negotiations under subsection (c) of 27 DCMR § 1632.1, the CO may limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

L.2 PROPOSAL ORGANIZATION AND CONTENT

L.2.1 Delivery of Submissions

Submissions should be submitted electronically to:
<https://procurement.opengov.com/portal/dc>

L.2.3 Proposal Content

Offerors shall submit proposals in two (2) separate volumes, Volume 1 Technical Proposal and Volume 2 Price Proposals. The content of each volume is described below:

L.2.3.1 Volume 1 Technical Proposal. The Technical proposal shall be prepared in accordance with the instructions and format given in this section. Failure to provide a technical proposal that does not follow the instruction may render an Offeror's proposal incomplete and unacceptable for award. In order for the District to evaluate the Offeror's understanding of the contract requirements in the areas of planning, design-management, construction management and control, commissioning, and occupancy planning, Offerors are required to discuss their technical and administrative capabilities in a manner that demonstrates these are adequate to meet contract requirements. Offerors are strongly encouraged to follow the format below in preparing their proposals. This will allow for ease of evaluation. Proposals will be evaluated in accordance with the evaluation criteria listed in Section M.3, Evaluation Criteria. Technical Proposals shall not

include any of the Offeror's price or pricing information. When considering proposal content, the following definitions and information shall apply:

1. Offeror shall mean the Offeror or prime contractor and any subcontractors, if applicable, to contribute to the fulfillment of the required services described in the RFP.
2. Similar in size and scope shall mean. projects that are comparable in type, size, and complexity to the requirements described in Section C
3. Key Personnel information shall be provided consistent with the staffing pattern for the Base Year as described in Section B.3 (Attachment J.11) Key Personnel to be added during the contract to meet the projected staffing pattern described in Section B.3 (Attachment J.11) will require the advance approval of the COTR.

L.2.3.1.1 Offeror's Organization and Key Personnel (0-30 Points)

The Offeror shall provide the following to describe the Offeror's organization and Key Personnel to deliver expertise in planning, design-management, construction management and control, commissioning, and occupancy planning. described in this RFP:

- a. **Organizational Chart.** An Organizational Chart listing Offeror's key personnel, their name, title, and the reporting relationships. Indicate Offeror's personnel and those of any subcontractors.
- b. **Resumes.** Resumes for Key Personnel identified in the Organizational Chart above to include the education, training, certifications, and experience of the key personnel ensuring the information provided satisfies the minimum requirements for each key personnel as described in C.6.1.
- c. **Project Descriptions.** A description of three (3) relevant projects similar in size and scope completed by each Key Personnel in the last ten (10) years. The description shall include at a minimum the following information for each project:
 1. Project name, location, and the Project's contact person's name and email address
 2. Description of the Key Personnel's role in the project
 3. Project start date and completion date
 4. Dollar value of the project
 5. Square Footage of the project
 6. Discuss the relevance and similarities of the project with the services described in Section C.6.1 and how the experience gained will assist the Key Personnel in successfully fulfilling their requirements and supporting the CM's successful fulfillment of the required services.

L.2.3.1.2 Past Performance and Previous Experience (0-20 Points)

The Offeror shall provide the following to demonstrate the Offeror's overall past performance including quality of services in planning, design-management, construction management and

control, commissioning, and occupancy planning., The Offeror shall provide the following to describe the Offeror's experience delivering services similar in size and scope:

- a) **Project Descriptions.** Provide a description of a minimum of three (3) and a maximum of five (5) relevant projects similar in size and scope completed by the Offeror and two (2) projects for each Subcontractor, as applicable, in the last ten (10) years, The description shall include at a minimum the following information:

1. Project name, location, and the Project's contact person's name and email address
1. Description of the Offeror's/Subcontractor's role in the project; indicate if the Offeror/Subcontractor was the prime contractor or a subcontractor on the project
2. Dollar value of the project
3. Square Footage
4. Discuss the relevance and similarities of the project with the services described in Section C and how the experience gained will assist the Offeror in successfully fulfilling the requirements of this solicitation and resulting contract.

- b) **Past Performance Evaluations.**

1. Offerors shall ensure that a minimum of three (3) Past Performance Evaluation Form (**Attachment J.13**) are completed on behalf of the Offeror and submitted directly to the RFP Contact Person identified in L.19 by the proposal due date. It is the Offeror's responsibility to coordinate with references to ensure timely submission. Failure to submit completed forms by the deadline may result in the proposal being deemed incomplete or non-responsive.
2. Offerors shall include the Technical Proposal a minimum of two (2) Past Performance Evaluation forms for each of the Offeror's subcontractors, as applicable.

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

L.2.3.1.3 Project Management Plan ("PMP") (0 – 30 Points)

The Offeror shall submit, at a minimum, the following to demonstrate the Offeror's understanding of the required services, and approach to the service delivery:

- a) An outline of the proposed PMP to include the Offeror's policies, procedures and protocols to successfully fulfil the contract's requirements.
- b) Strategic Project Management approach based on prior experience and the Offeror's expertise and capacity to provide successful construction management services including planning, design-management, construction management and control, commissioning, and occupancy services planning and identify risks associated with this project and suggested mitigation strategies.
- c) Discuss approach to Cost Management; and
- d) Discussed approach to Schedule Management.
- e) Discuss the Key Personnel roles and responsibilities as they relate to the PMP. The narrative must clearly articulate how Key Personnel contributed to project success and met performance expectations.
- f) A chart showing the experience that the key Personnel have working together and how this experience will be used to ensure the successful delivery of the required services.

L.2.3.2 Volume 2 Price Proposal

L.2.3.2.1 Provide completed Form of Offer Letter (**Attachment J.11**) and pricing sheets from Section-B.3.1 – B.3.5 (**Attachment J.11**) of this RFP.

L.2.3.2.2 Price Proposal Attachments

The Offeror shall complete and provide the following Attachments:

- (a) Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85, **Attachment J.3**;
- (b) First Source Employment Agreement. Each Offeror shall complete and submit as part of its Price Proposal a First Source Agreement in the form of **Attachment J.4** and First Source Employment Initial Plan **Attachment J.4**;
- (c) Clean Hands Tax Certification
- (d) SBE Subcontracting Plan. Each Offeror shall complete and submit as part of its Price Proposal a Subcontracting Plan in the form of **Attachment J.6**; and
- (e) Bidder-Offeror Certification Form. Each Offeror shall complete and submit with its Price Proposal the Bidder-Offeror Certification Form attached hereto as **Attachment J.9**. An Offeror who submits an incomplete or improperly or inaccurately completed Bidder-Offeror Certification Form may be deemed non-responsive.
- (f) Campaign Finance Reform Self-Certification (**Attachment J.10**)
- (g) Acknowledgement of Addendums (**Attachment J.12**)
- (h) Redacted Copy of the Offeror's Technical Proposal as described in Section L.3
- (i) Redacted Copy of the Offeror's Price Proposal as described in Section L.3.

L.2.4 Offerors shall complete, sign and submit all Representations, Certifications and

Acknowledgments as appropriate.

- L.2.5** The District will reject any offer that fails to include a subcontracting plan that is required by law.

L.3 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC

In addition to the proposal submission requirements in Section L.2 above, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the offeror's proposal must be submitted with the Price Proposal Attachments as described in L.2.3.2.2. D.C. Official Code § 2-536(b) requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following the award of the contract, subject to applicable Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful proposals will be published on the DGS website in accordance with D.C. Official Code § 2-361.04, subject to applicable FOIA exemptions.

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

L.4.1 Proposal Submission

Proposals shall be submitted to <https://procurement.opengov.com/portal/dc>

The Department is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity.

L.4.2 Date and Time for Receiving Submissions

Submissions shall be received in the place identified in Section L.2.1 of this RFP no later than **2:00 P.M. on November 20, 2025**. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

L.4.3 Withdrawal or Modification of Proposals

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

L.4.4 Late Proposals

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

L.4.5 Late Modifications

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

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

Each Offeror should carefully examine this RFP and any and all amendments, addenda or other revisions, and thoroughly be familiar with all requirements prior to proffering a Proposal. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the RFP shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Department that information is necessary in proffering Proposals or if the lack of information would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the Agreement shall not be binding.

Questions about this RFP shall be submitted to the portal no later than **November 4, 2025**, at 4:00 P.M. EST using the following link: <https://procurement.opengov.com/portal/dc>

The Department will provide responses to potential Offerors to all questions received. Questions will not be accepted after this date.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

- L.6.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District 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 District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

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

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

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

L.7 PROPOSALS WITH OPTION YEARS

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

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 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 CO for the solicitation.

L.9 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 visual and other presentation aids are neither necessary nor desired.

L.10 RETENTION OF PROPOSALS

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

L.11 PROPOSAL COSTS

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

L.12 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.13 to james.marshall@dc.gov

L.13 ACKNOWLEDGMENT OF ADDENDUMS

The offeror shall acknowledge receipt of any amendment to this solicitation on page 1 of the solicitation. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.14 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted under 27 DCMR § 1632.1(c), all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a 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 evaluation of best and final offers, the CO may award the contract to the highest-ranked offeror, or negotiate with the highest ranked offeror in accordance with 27 DCMR § 1634.

L.15 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of offeror;

L.15.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. 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.15.3 If the offeror is a partnership, provide the names and addresses of the general partners and copies of partnership or teaming agreements.

L.16 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.17 GENERAL STANDARDS OF RESPONSIBILITY

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

L.17.1 To be determined responsible, a prospective contractor must demonstrate that it:

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

L.17.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.18 PRE-PROPOSAL CONFERENCE

A virtual pre-proposal conference will be held at **2:00 PM on October 28, 2025.**

[Join the meeting now](#)

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 District 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 District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. The District will furnish responses via the Department's web site. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.19 CONTACT PERSON

The Contact Person for this solicitation is:

James (Jim) H. Marshall
Contracting Officer
3924 Minnesota Avenue NE, 5th Floor
Washington, DC 20019
202 664.0416
james.marshall@dc.gov

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 District, 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 District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

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

If subfactors are applied, the offeror's total technical score will be determined by adding the offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

Proposals will be evaluated based on the following evaluation factors in the manner described below:

M.3.1 Volume 1 – Technical Proposal 80 Points

The Technical Proposal must include necessary information to enable evaluators to form a concrete conclusion about the Offeror's ability to manage and perform the work identified in the solicitation. The evaluation of each Technical Proposal shall measure the ability of the Offeror to effectively provide construction management/project management services as described in Section C provided in response to the submission requirements specified in Section L.2.3.

M.3.1.1 Offeror's Organization and Key Personnel (Section L.2.3.1.1) 30 Points

M.3.1.2 Past Performance (Section L.2.3.1.2) 20 Points

M.3.1.3 Project Management Plan (Section L.2.3.1.3) 30 Points

M.3.2 Volume 2 - Price Criterion 20 Points

The price evaluation will be objective. The Department will evaluate the offerors total proposed Grand Total provided in Section B.3.5. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

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

M.3.3 Preference Points 12 Points

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

M.4 EVALUATION OF OPTION YEARS

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

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

M.5.1 Application of Preferences

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

- Any prime contractor that is SBE certified by the DSLBD will receive the addition of three (3) points on a 100-point scale added to the overall score.
- Any prime contractor that is a resident-owned business ("ROB") certified by DSLBD will receive the addition of five (5) points on a 100-point scale added to the overall score.
- Any prime contractor that is a longtime resident business ("LRB") certified by DSLBD will receive the addition of five (5) points on a 100-point scale added to the overall score.
- Any prime contractor that is a local business enterprise ("LBE") certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score.
- 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 (2) points on a 100-point scale added to the overall score.
- Any prime contractor that is a disadvantaged business enterprise ("DBE") certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score.
- Any prime contractor that is a veteran-owned business ("VOB") certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score.
- Any prime contractor that is a local manufacturing business enterprise ("LMBE") certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score.
- Any prime contractor that is an equity impact enterprise certified by DSLBD will

receive the addition of five (5) points on a 100-point scale added to the overall score.

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 Reserved

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 CO will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.

M.5.4.2 Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

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

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

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

M.6.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.