

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



January 24, 2017

REQUEST FOR PROPOSALS

SMALL CONSTRUCTION PROJECTS

Proposal Due Date: February 9, 2017

Preproposal Conference: January 27, 2016 at 11:30 PM. EDT
Department of General Services
1250 U Street, NW
4th Floor Capitol Hill Conference Room
Washington, DC 20009

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Solicitation Number: DCAM-17-CS-0033

Executive Summary

The Department of General Services (“Department” or “DGS”) is issuing this Request for Proposals (“RFP”) to engage multiple contractors to perform small construction projects at District of Columbia Public Schools (“DCPS”), Department of Parks and Recreation (“DPR”), and other municipal facilities throughout the 2017 fiscal year. It is contemplated that the work required for these projects will generally range from \$250,000 to \$950,000 – though occasionally projects may exceed this range – and will be released through competitive task orders pursuant to indefinite quantity/indefinite contracts. These services will generally include a range of small construction projects for DCPS, DPR, and other DGS facilities (e.g., tenant fit-out type work; small park/playground work; etc.).

A.1. Project Delivery Method

The goal of this procurement is to establish a roster of pre-qualified contractors that can quickly compete for small construction projects as they arise. The Department envisions pre-qualifying approximately eight (8) contractors for this program. Each such contractor will be required to enter into a Basic Ordering Agreement that will set forth the general terms and conditions of the program as well as establish the method by which Task Orders for specific work will be issued. The form of the Task Orders is attached hereto as **Attachment K**. Offerors should note, however, that the Basic Order Agreement will not authorize any specific work or constitute a guarantee that any work will be assigned to a contractor. **All work will be awarded and released through individual project task orders.**

Section B below provides more detail; however, work will be assigned as follows: As projects are identified and funded by the Department, a narrative scope of work will be drafted for each such project. Typically, the narrative scope of work will not include complete drawings, and as such, contractors should be prepared to complete the work on a design-build or design-assist basis. The narrative scope of work will be issued to two (2) or three (3) of the pre-qualified contractors and each of those contractors will be provided with an opportunity to walk the project with the Department’s representatives in order to better understand and clarify the work. Each such contractor will then be required to submit a lump sum price for the proposed work. Although the exact amount of time that contractors will have to submit bids will depend on the specifics of the individual projects, the Department envisions that contractors will typically be given five (5) to seven (7) business days to prepare and submit their cost proposals.

The Department will select the contractor to be awarded each such project primarily based on price, but the Department reserves the right to consider non-price factors when making such decisions and will also consider differences in scope and/or proposed finishes, equipment and materials.

A.2 Contract Documents

The resulting contract will be a Basic Ordering Agreement and shall consist of: (i) Offer/Award Form; (ii) Sections A & B of this RFP; (iii) the Standard Contract Provisions, included here as

Attachment E; and (iv) such other exhibits and attachments as are incorporated into the contract (the “**Basic Ordering Agreement**”).

A.3 Contractor’s Compensation

The contract awarded pursuant to this RFP will be a Basic Ordering Agreement. Any such Basic Ordering Agreement shall merely set forth the basic parameters of the program and shall **not** constitute a guarantee that any work shall be forthcoming. **All work will be authorized and released by project specific Task Order Agreements.** In general, it is contemplated that Task Orders will be priced on a lump sum basis and that Scope of Work included in such Task Orders will be premised on a design/build or design-assist basis. As such and absent specific instructions to the contrary, proposed Task Order pricing should be “all inclusive” and should include sufficient funding to cover all of the contractor’s costs necessary to complete the project, including, but not limited to, profit, home and field office overhead, supervision, labor, materials, equipment, bonds, insurance and such professional services as may be required to complete the design and obtain the necessary permits.

A.4 Selection Criteria

Proposals will be evaluated in accordance with **Part D** of this RFP. The following evaluation criteria will be used:

- Experience & References (30 points)
- Key Personnel (30 points)
- Project Management Plan (25 Points)
- Subcontracting Plan/LSDBE Compliance/Utilization Cost (15 points)
- CBE Preference (12 points)

A.5 Procurement Schedule

The schedule for this procurement is as follows:

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| • Issue RFP | - January 24 th , 2017 |
| • Pre-proposal Conference | - January 27 th , 2017 |
| • Last Day for Questions/Clarifications | - January 30 th , 2017 |
| • Proposals Due | - February 9 th , 2017 at 2:00 pm |
| • Notice of Award | - February 28 th , 2017 |

A.6 Attachments

Attachment A

Attachment B

Attachment C

Attachment D

Attachment E

Attachment F

Attachment G

Attachment H

Attachment I

Attachment J

Attachment K

- Form of Offer Letter
- Past Performance Evaluation Form
- Tax Affidavit
- Bid Bond Form
- Standard Contract Provisions
- Bidder-Offeror Certification Form
- Subcontracting Plan Form
- 2016 Living Wage Act Notice and Fact Sheet
- First Source Employment Agreement
- Bid Guarantee Certification
- Form of Task Order

SECTION B SCOPE OF WORK

B.1 Contractor's Scope of Work. The selected contractors will be required to perform small construction projects at DCPS, DPR, and municipal facilities during the 2017 fiscal year. These small construction projects may include building repairs, upgrades, and tenant-fit out improvements including, but not limited to, patching and plumbing, carpentry, masonry, electrical and other miscellaneous repairs as may be necessary at DCPS, DPR, and municipal sites, as well as small park and/or playground type projects. Such work shall be performed on an as directed/as needed basis and must be completed by the substantial completion dates specified in each competitively bid task order.

B.1.1 Program Manager. The Department shall assign a Program Manager to oversee the Contractor's work under any Task Order. The name and contact information for the assigned Program Manager will be specified in the Project Information section of the applicable Task Order. The Contractor shall take direction from, and coordinate its work with, the assigned Program Manager. The Contractor will be required to develop work plans that are coordinated with, and acceptable to, the Program Manager assigned to the Task Order. **The Contractor acknowledges, however, that the Program Manager shall not be authorized to modify any of the rights or obligations of the Department or the Contractor pursuant to the Basic Ordering Agreement, or to issue Task Orders, Change Orders or Change Directives. The Contractor hereby acknowledges and agrees that only a duly authorized contracting officer shall have the authority to issue Task Orders, Change Orders or Change Directives on the Department's behalf.**

B.1.2 Central Office. During the Term of the Basic Ordering Agreement, the Contractor shall maintain a central office that is staffed between the hours of 7am - 5pm Monday through Friday. This office will be used to manage work associated with the Basic Ordering Agreement. A separate office need not to be established, and it is acceptable if the Contractor elects to manage its staff assigned to Projects from its current office. The office should be equipped with telephone lines, a fax machine and email and such other equipment and supplies as are necessary to fulfill the work required under the Basic Ordering Agreement.

B.1.3 Working Hours. The Contractor will be required to coordinate with the assigned Program Manager each individual project. The work may be performed during normal business hours; however, the Contractor may be required to work after hours or on weekend and holidays so as to not adversely impact the work of the District of Columbia employees/and or Contractors. The Contractor will be required to develop work plans that are coordinated with, and acceptable to, the Program Manager assigned to the Task Order. If work is to be performed in an occupied facility, the Contractor will be required to submit an initial coordination plan ("**Coordination Plan**") with its task order bid for the project describing how the Contractor will work with the Department and the facility occupants to ensure that the project proceeds smoothly in order to minimize impact on facility operations. Such Coordination Plan would be evaluated as part of the bidding process described in **Section B.2** below.

B.2 Competitive Bidding.

B.2.1 For each project identified and funded by the Department to be bid through contractors that have entered into a Basic Ordering Agreement pursuant to the RFP, the Department will develop a scope of work. The scope of work will be issued to two (2) or three (3) of the pre-qualified contractors, and in most cases, each of those contractors will be provided with an opportunity to walk the project with the Department's representatives in order to better understand and clarify the work.

B.2.2 The Department contemplates that the scopes of work that will be issued to contractors during the bidding phase will not include complete drawings. The parties acknowledge and agree that contractors may be required to complete work on a design-build or design-assist basis.

B.2.3 Each contractor will be required to submit, within the time allotted by the Department, a lump sum price or such other pricing as may be requested by the Department for the proposed work (such price, "Task Order Price"). Absent specific instructions to the contrary, proposed Task Order pricing should be "all inclusive" and should include sufficient funding to cover all of the Contractor's costs necessary to complete the Project, including, but not limited to, profit, home and field office overhead, supervision, labor, materials, equipment, bonds, insurance and such professional services as may be required to complete the design and obtain the necessary permits. **The Contractor shall be responsible for using the then-current Davis-Bacon wage determination when developing its pricing for any given project.**

B.2.4 The Department will select the contractor to be awarded each such Project primarily based on price, but the Department reserves the right to consider non-price factors when making such decisions and will also consider differences in scope and/or proposed finishes, equipment and materials.

B.2.5 If work is to be performed in an occupied facility, the Contractor will be required to submit a Coordination Plan with its task order bid as described in **Section B.1.3** above.

B.2.6 In the event the Contractor is selected for a Project, the Contractor shall enter into a Task Order Agreement, substantially in the form of that attached hereto as **Exhibit A**, for such Project within five (5) days of being presented with such Task Order by the Department. The Contractor shall not proceed with any work unless and until such Task Order is fully executed by the Department and the Contractor is directed to begin work.

B.3 Task Orders. Any and all work performed under the Basic Ordering Agreement or any Task Order issued pursuant hereto shall be governed by the terms and conditions set forth in the Basic Ordering Agreement. It is contemplated that individual Task Orders will be in substantially the form of Task Order attached to the RFP as **Attachment K**, and that each such Task Order shall, in general, contain the following information: (i) a description of the scope of work included in such Task Order; (ii) a lump sum price and/or such other terms of compensation for the work included in the Task Order's scope of work; (iii) the Substantial Completion Date for the Task Order's scope of work and/or such other schedule requirements for

Task Order; (iv) liquidated damages; and (v) any other specific requirements of the scope of work. The Task Order shall also set forth a general description and requirements of the given project (such description and requirements, the “**Project**”).

B.4 Term of the Basic Ordering Agreement. The Basic Ordering Agreement shall be effective from the date of execution by both parties through one year from such date (such time period, the “**Term**”). Any and all work assigned to the Contractor pursuant to a Task Order issued pursuant to the Basic Ordering Agreement must be completed within the Term of the Basic Ordering Agreement, and no later than the Substantial Completion Date identified in the applicable Task Order.

B.5 Option Year. The Department shall have the right to extend the Term of the Basic Ordering Agreement for four (4) one-year option periods (each such period, an “Option Year”), the first of which would begin on the date that the Term expires and end one year from the date that such Term expires; and the second of which would begin on the date that Option Year 001 expires and end one year from the date that Option Year 001 expires. In the event the Department desires to extend the Term of the Basic Ordering Agreement pursuant to this Section B.5, the Department shall give the Contractor written notice of such election at least sixty (60) days prior to the beginning of the applicable Option Year. In the event the Department fails to provide such notice by the required date, the Basic Ordering Agreement shall automatically terminate and the Contractor shall not be required to provide further services, but may if so requested by the Department during the option period as if notice of the intent to exercise of the option had been timely, and in which case the Basic Ordering Agreement shall not be terminated.

B.6 Standard Task Order Provisions. Unless otherwise expressly stated in a Task Order, all of the provisions of the Basic Ordering Agreement shall be deemed incorporated into the Task Order as if set forth therein.

B.7 Minimum Value of Agreement. The Contractor shall be entitled to receive a minimum of Fifty Dollars (\$50) pursuant to the Basic Ordering Agreement regardless of whether any work is assigned to the Contractor pursuant to any Task Order issued pursuant to the Basic Ordering Agreement. All amounts must be authorized by Task Order.

B.8 Not-to-Exceed Value of Basic Ordering Agreement. The Basic Ordering Agreement has a not-to-exceed amount of Ten Million Dollars (\$10,000,000) (the “NTE Amount”). It is understood that the Contractor is not authorized to proceed with any work based solely on this Agreement. Any and all work performed under the Basic Ordering Agreement shall be authorized by a written Task Order. In no event shall the Contractor be entitled to recover in the aggregate, pursuant to the Basic Ordering Agreement and any and all Task Orders issued pursuant hereto, more than the NTE Amount, unless and until the Department has authorized the Contractor to exceed the NTE Amount in advance and in writing through a duly executed Change Order to the Basic Ordering Agreement.

B.9 Preconstruction Activities

Prior to mobilizing to the Project site and commencing work, the Contractor shall be required to complete those activities set forth in this **Section B.9**. Unless a delay in completing the preconstruction activities is the result of a delay by the Department or the Program Manager beyond the timeframes set forth herein or an event of force majeure, delays in completing the preconstruction activities shall not be considered excusable and shall not justify an extension of the substantial completion date.

B.9.1 Detailed Schedule. Within seven (7) days of the issuance of a Notice to proceed for any Task Order, the Contractor shall submit to the Department for its approval a schedule for the Project. Such schedule shall include a schedule for submittals and key milestones that is reasonably acceptable to the Program Manager. The Program Manager shall have five (5) business days to review such submittal.

B.9.2 Potential Subcontractors and Suppliers. Within seven (7) days after the issuance of a Task Order, the Contractor shall furnish to the Department and its Program Manager a list of the subcontractors and suppliers that will work on this Project as well as a general description of each such subcontractor's scope of work. Within five (5) business days after such list is submitted, the Program Manager shall advise the Contractor if it has any objection to any of the listed subcontractors or suppliers. In the event the Program Manager has a reasonable objection to any such subcontractor or supplier, the Parties shall discuss such objection and agree on an appropriate course of action. To the extent the Department rejects a subcontractor that was disclosed in the bid, the subcontractor shall be entitled to an appropriate equitable adjustment as a result of such disapproval.

B.9.3 Design Services. Prior to providing its bid for any Task Order, the Contractor had an opportunity to review and ask questions regarding the scope of work for the Task Order and to ascertain what design services, if any, were necessary in order to complete the Project and has included in its price the costs of any necessary design services, and the Contractor shall be required to provide, at no additional cost to the Department, such design services as are necessary to implement the Project. The Contractor and the Project Manager shall agree upon the exact design services to be required prior to the construction commencing.

B.9.4 Safety Plan. Prior to the start of construction activities, the Contractor shall prepare a safety plan for the construction phase conforming to OSHA 29 CFR 1926 (such plan, the "**Safety Plan**"). The Safety Plan shall be submitted to the Department, and the Contractor shall incorporate such comments as the Department may reasonably request.

B.9.4.1 Safety Barriers/Fences. As part of its responsibility for Project safety, the Contractor shall install such fences and barriers as may be necessary. The Contractor shall develop a plan that describes the proposed separation and the specific nature of the fences and barriers that will be used. This plan will be submitted to the Department for its review and approval prior to the commencement of construction. Once such plan has been approved, the Contractor shall comply with it at all times during construction. The Contractor shall be required to revise the plan as

may be reasonably requested by the Department. The cost of revising and complying with the plan shall not entitle the Contractor to an increase in the Task Order Price.

B.9.4.2 Site Security. The Contractor shall be responsible for site security and shall be required to provide such watchman as are necessary to protect the site from unwanted intrusion.

B.9.4.3 Exculpation. The right of the Department to comment on the Safety Plan and the nature and location of the required fences and barriers shall in no way absolve the Contractor from the obligation to maintain a safe site.

B.9.5 Site Logistics Plan. Prior to the start of construction activities, the Contractor shall prepare a Site Logistics Plan. The Site Logistics Plan shall address: (i) the manner in which the Contractor intends to organize the site; (ii) the location and description of site fences and other safety barricades intended to prevent the public from entering the site; (iii) the location of construction entrances and wheel washing stations; and (iv) parking restrictions and procedures that will apply to the employees of Contractor and its Subcontractors.

B.9.6 Design Reviews/Submittals. On or before the dates specified in the approved detailed schedule, the Contractor shall submit the necessary information (i.e. shop drawings, submittals, sketches, etc.) to the Program Manager for his review and approval. Unless a different timeframe is established in the approved detailed schedule, the Program Manager shall have five (5) business days to review such documents. In the event the Program Manager finds such documents to be unacceptable, the Contractor shall be required to revise and resubmit such documents. The Contractor shall not commence construction activities unless and until such documents have been approved by the Program Manager. Any delays that result from design resubmissions shall be considered Non-Excusable.

In addition, the Contractor shall coordinate with the Department's Program Manager and the Department's architect/engineer with respect to requests for information (RFIs), architect's supplemental instructions and other construction administration, as well as the District of Columbia Historic Preservation Review Board (if required).

B.9.7 Permits. Unless otherwise specified in the Task Order, it is understood that the Contractor shall be required to secure and pay for any and all permits, governmental fees, licenses and inspections necessary for the execution and completion of the Work. The Department shall cooperate with the Contractor in securing such permits, licenses and inspections; provided however, the Department shall not be required to pay the fees for such permits, licenses and inspections unless otherwise noted in the Task Order. The costs of any such fees or inspections are included in the Task Order Price.

B.10 Construction Phase. The Construction Phase shall commence when the Department issues a written Notice to Proceed for Construction. The Contractor shall construct the work described on the Construction Documents including any work that is not specifically shown thereon but is reasonably inferable therefrom or necessary for a fully functioning Project. The Work shall be carried out in a workmanlike and timely fashion. All materials and equipment to

be incorporated into the Project shall be new and previously unused, unless otherwise specified, and shall be free of manufacturing or other defects. The Contractor hereby assumes the risks associated with and shall be responsible for (i) any changes in market conditions that affect the cost of labor or materials; (ii) coordination issues between any drawings for the Project; (iii) elements of work not shown on the drawings, but which are reasonably inferable from the drawings; (iv) cost associated with acceleration of the work and expediting of materials necessary to meet the Project Schedule which are the result of anything other than an Excusable Delay; and (v) the risk of subcontractor default.

B.10.1 Supervision & Coordination. The Contractor will be required to properly supervise and coordinate its work. At a minimum, it is envisioned that the Contractor will be required to undertake the following tasks:

- .1 Participate and assist in Project/Planning meetings;
- .2 Maintain full-time on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log;
- .3 Coordinate work with any on-site personnel so as to ensure that their activities are not adversely affected;
- .4 Conduct periodic progress meetings following a Contractor generated agenda with the Program Manager;
- .5 Provide general safety and signage and posting for the project and see that each subcontractor prepares and submits adequate safety program and monitoring throughout the project;
- .6 Obtain all job permits and approvals from the Department of Consumer and Regulatory Affairs that are required to perform and complete the Work, unless otherwise noted herein;
- .7 Prepare payment requests, verify accuracy and forward to Department for approval and payment;
- .8 Assemble close-out documents required;
- .9 Provide assistance to the Department through all applicable warranty periods.
- .10 Coordinate its work with all third parties so as not to delay the critical path of the Project; and
- .11 Prepare and submit to the Department construction meeting minutes, progress meeting minutes, daily logs, inspection reports, preliminary and baseline schedules, (Primavera format) and schedule updates demonstrating the critical path of the Project (Primavera format).

B.10.2 CBE Subcontractors. The Contractor shall not substitute or replace any Subcontractor or supplier certified by the District of Columbia Department of Small and Local Business Development without the Department's prior written consent.

B.10.3 Site Observations. The Contractor will be required to visit the site, become familiar with local conditions under which the work is to be performed and correlate personal observations with requirements of the Construction Documents. The Contractor shall carefully

study and compare the Construction Documents with each other and with information furnished by the Department. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Construction Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Department. Once work is started, the Contractor assumes the responsibility and costs for the work and the cost of correcting work previously installed.

B.10.4 Warranty of the Construction Work. The Contractor warrants to the Department that materials and equipment furnished under the Contract will be of good quality and new unless otherwise expressly permitted in writing, that for the one (1) year period following the Substantial Completion Date the construction work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the Construction Documents and/or any approved design documents. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. The Contractor and a representative of the Department shall walk the Project together eleven (11) months after the Substantial Completion Date to identify any necessary warranty work. In the event the Contractor fails to schedule such a walk, the Warranty period shall be extended until such time as the Contractor schedules such a walk.

B.10.5 Extent of Responsibility and Site Conditions. The Contractor shall be entitled to submit a Change Request for differing site conditions only to the extent that such conditions could not have been discovered by a competent visual inspection of the site and are of unusual nature and differ materially from those ordinarily encountered and generally recognized as inhering to work of the character provided for in the Contract (such circumstances, "**Differing Site Conditions**"). The term Differing Site Conditions shall mean subsurface conditions on or adjacent to the Project site which differ materially from those indicated in the geotechnical reports prepared by the Contractor. The term Differing Site Conditions shall also include unknown physical conditions at the site of an unusual nature which differ materially from those ordinarily encountered and generally recognized as inhering to work of the character provided for in this Contract. Prior to commencing construction, the Contractor shall be required to conduct a thorough review of the Project site and the surrounding area and shall document its findings. In the event the Contractor fails to undertake and document such a thorough review, the Contractor shall be deemed to have known of those conditions which a thorough review would have detected. Any Change Request related to Differing Site Conditions shall be made pursuant to the Standard Contract Provisions.

B.10.6 Unsafe Materials and Hazardous Materials

B.10.6.1 The Contractor shall not bring, spill or release onto the site asbestos, PCBs, or any other Hazardous Material that is not customarily used in a facility of the type and similar to the Project, and shall bring to the Department's attention any specification of such Hazardous Materials in the design documents. If the Contractor believes that anything in the Contract would require that it use or bring onto the site asbestos, PCBs, or any Hazardous Material that is

not customarily used in a facility of the type and similar to the Project, it shall immediately inform the Department and seek direction before proceeding.

B.10.6.2 If Hazardous Materials are discovered on the site, the Contractor shall immediately inform the Program Manager and the Department of such discovery. The Contractor shall be entitled to submit a Change Request in accordance with the Standard Contract Provisions for any Hazardous Materials abatement and disposal work. The Contractor shall comply with all laws, including, without limitation, the requirements of the EPA and all jurisdictional agencies as well as all laws relating to safety, health welfare, and protection of the environment, in removing, treating, encapsulating, passivating, and/or disposing of Hazardous Materials, including, but not limited to, removal, treatment, encapsulation, passivation, and/or disposal of the Hazardous Materials. If any notices to governmental authorities are required, the Contractor shall also give those notices at the appropriate times. **The Contractor shall ensure abatement subcontractors and disposal sites are appropriately licensed and qualified. In addition, the Contractor shall ensure that any subcontractors involved in the abatement of hazardous materials maintain a contractor's pollution legal liability insurance policy of at least Two Million Dollars (\$2,000,000) for the duration of the Project and a period of three (3) years after Substantial Completion of the Project, and that any disposal site to which hazardous materials are taken carries environmental impairment liability insurance for the duration of the Project and a period of three (3) years after Substantial Completion of the Project.**

B.10.6.3 The Contractor shall keep detailed records documenting Work done so that the Department may independently verify compliance with all laws, the number of units actually removed, treated, and/or disposed of, and the appropriate unit price(s) applicable to the Work.

B.10.7 Progress Meetings. The Contractor shall schedule and conduct at a minimum bi-weekly progress meetings at which the Department, the Program Manager, the Contractor and appropriate Subcontractors can discuss the status of the Work. The Contractor shall prepare and promptly distribute meeting minutes.

B.10.8 Written Reports. The Contractor shall provide written reports to the Program Manager on the progress of the entire Work in accordance at least every other week, including, but not limited to, a baseline schedule and schedule updates with narrative demonstrating the critical path of the Project in Primavera format. The Contractor shall also maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, major equipment on the site, Work accomplished, problems encountered and other similar relevant data as the Department may reasonably require. The log shall be available to the Department, the Architect/Engineer and the Program Manager and on a monthly basis a copy of the log shall be submitted to the Department.

B.10.9 Work by Separate Contractors. The Department reserves the right to perform construction or operations related to the Project with the Department's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site.

B.10.10 Site Safety and Clean-Up. The Contractor will be required to: (i) provide a safe and efficient site, with controlled access, including the installation and provision of such safety barricades, enclosures and overhead protection as may reasonably be required by the Department and as may be necessary to ensure a safe workplace or as may be required by OSHA or other applicable law, and to remove such at the end of the Work and leave the site in broom clean condition; and (ii) be responsible for the security of its tools, equipment and materials that are stored at the site.

B.10.11 Close-out. The Contractor shall be required to prepare and submit at close-out a complete set of product manuals, warranties, etc. The Contractor shall also provide the Department with any shop drawings prepared by the Contractor or its subcontractors along with any other documentation that may reasonably be requested by the Department or its Program Manager.

B.10.12 Salvaged and Stored Items. The Contractor shall be responsible for salvaging and storing all items as identified by the Department in accordance with all applicable District laws and regulations, after notifying the Department and receiving the Department's permission to proceed.

B.10.13 Cutting and Patching. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Department or separate contractors by cutting, patching or otherwise altering such construction, or by excavation.

B.10.14 Correction of Work

B.10.14.1 The Department shall be at liberty to object and to require the Contractor to remove forthwith from the Project site and the Work and to promptly replace the Superintendent, any foreman, technical assistant, laborer, agent, representative, or other person used by the Contractor in or about the execution or maintenance of the Work, who in the sole opinion of the Department is misconducting himself or herself, or is incompetent or negligent in the proper performance of his or her duties, or whose performance in the Work is otherwise considered by the Department to be undesirable or unsatisfactory, and such person shall not be again employed upon the Project without the written permission of the Department.

B.10.14.2 The Contractor shall promptly correct Work rejected by Department for failing to conform to the requirements of the Construction Documents or any approved design document or applicable law or regulations whether observed before or after the Project's completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements within a period of one (1) year from the date of completion or by terms of an applicable special warranty required by the Contract.

B.10.14.3 If during the guarantee or warranty period, any material, equipment or system requires corrective Work because of defects in materials or workmanship, the Contractor shall commence corrective Work within forty-eight (48) hours after receiving the notice and work diligently until corrective Work is completed; provided, however, if such notice is received on the day before a weekend or a holiday, the Contractor will commence corrective Work on the next business day. If the Contractor does not, in accordance with the terms and provisions of the Contract Documents, commence all corrective Work within forty-eight (48) hours or if the Contractor commences such Work but does not pursue it in an expeditious manner, Department may either notify the bonding company (if any) to have such Work and/or obligations performed at no additional cost to Department or may perform such Work and/or obligations and charge the costs thereof to Contractor.

B.10.15 Manufacturers' Warranties

B.10.15.1 The Contractor warrants that all manufacturers' or other warranties on all labor, materials and equipment furnished by the Contractor or a Subcontractor or supplier shall run directly to or will be specifically assigned to Department on demand or upon Project completion without demand. In the event any issue or defect which would be covered by any warranty arises but is not addressed by the grantor of the warranty, the Contractor shall be required to act as the guarantor of the obligations under the warranty and to perform under the terms of the warranty.

B.10.15.2 The Contractor warrants that the installation of all materials and equipment shall be in strict accordance with the manufacturers' requirements or specifications.

B.10.16 Schedule Update. The Contractor shall submit bi-weekly schedule updates which shall reflect actual conditions of Project progress as of the date of the update. The update shall reflect the actual progress of construction, identify developing delays, regardless of their cause, and reflect the Contractor's best projection of the actual date by which Substantial Completion and Final Completion of the Project will be achieved. Via a narrative statement (not merely a critical path method schedule), the Contractor shall identify the causes of any potential delay and state what, in the Contractor's judgment, must be done to avoid or reduce that delay. The Contractor shall point out, in its narrative, changes that have occurred since the last update, including those related to major changes in the scope of work, activities modified since the last update, revised projections of durations, progress and completion, revisions to the schedule logic or assumptions, and other relevant changes. Any significant variance from the previous schedule or update shall also be identified in a narrative, together with the reasons for the variance and its impact on Project completion. All schedule updates shall be in Primavera 6 format. The Department may make reasonable requests during the Project for changes to the format or for further explanation of information provided. Submission of updates showing that Substantial Completion or Final Completion of the Project will be achieved later than the applicable scheduled completion date shall not constitute requests for extension of time and shall not operate to change the scheduled completion date. The Department's receipt of, and lack of objection to, any schedule update showing Substantial Completion or Final Completion later than the dates agreed upon in the Project Schedule shall not be regarded as the Department's agreement that the Contractor may have an extension of time, or as a waiver of any of the Department's rights, but merely as the

Contractor's representation that, as a matter of fact, Substantial Completion or Final Completion of the Project may not be completed by the agreed upon date in the Project Schedule. Changes to the scheduled completion dates may be made only in the circumstances and only by the methods set forth in the Contract.

B.10.17 Acceleration. Subject to the terms of this Section, the Department shall have the right to direct the Contractor to accelerate the Work if, in the reasonable judgment of Department, the Contractor fails to: (i) supply a sufficiency of workers or to deliver the materials or equipment with such promptness as to prevent the delay in the progress of the Work; or (ii) the progress of the Work materially falls behind the projections contained in the then currently approved Project Schedule. In the event that the Department or its Program Manager determine that either of the events specified in the preceding sentence have occurred, the Department shall provide the Contractor with written notice of such event and the Contractor shall be required to provide the Department with a corrective action plan that is reasonably designed to address the concerns raised in such notice within three (3) days after receipt of such notice. If the Department and the Contractor are unable to agree on the terms of such corrective action plan within five (5) days after the issuance of the notice (i.e. with forty eight (48) hours after the receipt of the proposed corrective action plan), the Department shall have the right to direct such acceleration as the Department, in its reasonable judgment, deems necessary. Provided the notice provisions of this Section are complied with, the cost of any acceleration directed under this Section shall not justify an adjustment to the Task Order Price or the Substantial Completion Date. The Contractor hereby acknowledges that this provision is a material inducement upon which the Department has relied in entering into the Contract; and represents and warrants that it has included sufficient funding in its Task Order Price in order to comply with the requirements of this Section.

B.11 Substantial Completion Date. The Contractor shall substantially complete a Project no later than the date identified in the Task Order. For purposes of this requirement, the term “**Substantially Complete**” shall mean that all of the following have occurred: (1) the work has been completed with only minor punch list items remaining to be completed; (2) any and all required permits or approvals related to the work have been obtained; (3) all operating and maintenance manuals, training videotapes and warranties required by the Contract have been delivered to the Department; (4) any supplemental training session required by the Contract for operating or maintenance personnel have been completed; (5) all clean-up required by the Contract has been completed; and (6) the Project is ready for the Department to use it for its intended purpose. “**Minor punch list items**” are defined for this purpose as items that, in the aggregate, can be completed within thirty (30) days without interfering with the Department's normal use of the Project. Final Completion shall mean the point at which Substantial Completion has been achieved, all punch list items noted at Substantial Completion have been completed and all documents the Contractor is required to deliver to the Department as a condition to receiving final payment have been received. Work is defined as the construction and services required by the Contract, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

B.12 Administrative Matters

B.12.1 Use of Prolog. The Contractor shall utilize the Department's Prolog system to submit any and all documentation required to be provided by the Contractor for the Project, including, but not limited to, (i) requests for information; (ii) submittals; (iii) meeting minutes; (iv) proposed Changes; and (v) applications for payment.

B.12.2 Liquidated Damages. If the Contractor fails to achieve Substantial Completion by the Substantial Completion Date, the Parties acknowledge and agree that the actual damage to the Department for the delay will be impossible to determine, and in lieu thereof, the Contractor shall pay to the Department, as fixed, agreed and liquidated delay damages in the amount specified in the Task Order for failure to meet the Substantial Completion Date. The Contractor and the Department agree that the liquidated damages do not constitute, and shall not be deemed, a penalty but represent a reasonable approximation of the damages to the Department associated with a delay in the Project. In the event the Contractor fails to meet the Substantial Completion Date for more than 50 days, the Contractor consents to a termination for default.

B.12.3 Compensation. The Contractor shall be paid its compensation in a series of progress payments and a final payment. Progress payments shall be based on a Schedule of Values that is agreed upon by the Parties as well as the Program Manager's good faith estimate of the level of completion for each component of the Schedule of Values. Contractor shall prepare the Schedule of Values which breaks down the Task Order Price for the various parts of the Work. The Schedule of Values shall be maintained in such a manner to provide a breakdown of the Task Order Price in enough detail to facilitate continued evaluation of applications for payment and progress reports. Large subcontracts shall be broken into several line items where, in the opinion of the Program Manager, such detail is necessary to properly track the progress of the Work. The proposed schedule of values shall also include separate line items for each part of the Work if so required by the Program Manager. The Contractor and the Program Manager shall meet as necessary to maintain the schedule of values for the Project in a manner acceptable to the Program Manager. No progress payments shall be made unless the then current Schedule of Values is acceptable to the Program Manager.

B.13 Key Personnel

The Offeror's personnel should have the necessary experience and licenses to perform the required work. Toward that end, Offerors should include within the bid a description of the staff available to perform this work and their qualifications.

Key personnel shall include, at a minimum, the following individuals: (i) the Project Executive; and (ii) the Project Manager who will be responsible for this contract. Offerors are also required to submit a roster of Assistant Project Managers and Field Superintendents who would be available to oversee work in the field. A list of the Contractor's key personnel shall be attached to the contract that results from this RFP. The Contractor will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed

replacement. When submitting a Task Order bid, the Contractor will be required to propose and commit to one or more specific Assistant Project Managers and Field Superintendents for the particular project. To carry out the Work associated with the resulting Task Order, the Contractor shall provide at least the key personnel identified in the bid which shall be included as an exhibit to the Task Order, and who shall carry out the functions identified in the exhibit. The Contractor shall not replace any of the key personnel without the Department's prior written approval, which shall not be unreasonably withheld.

B.14 Risks Assumed by Contractor

By submitting a bid for any Project, the Offeror shall be deemed to have thoroughly examined the terms of the Request for a Task Order Proposal (“**RFTOP**”), the Drawings and Specifications that may be included with the RFTOP, and shall constitute its acknowledgement that it has been provided with an opportunity to visit the Project site and that such Offeror has had the opportunity to become familiar with local conditions under which the work is to be performed. Further, in submitting any such bid, the Offeror shall be deemed to represent that it has satisfied itself that it can undertake the work for the stated cost. Among other things, by submitting a bid, the Offeror assumes the following risks: (1) the nature of the land and subsoil unless such conditions constitute a Differing Site Condition under Article 4.A of the Standard Contract Provisions; (2) the form and nature of the site and surrounding areas; (3) details and levels of existing pipe lines, conduits, sewers, drains, cables or other existing services; (4) the quantities, nature and availability of the materials, tools, equipment and labor necessary for the completion of the work; (5) the means of access to the site and any accommodation that may be required; (6) uncertainties of weather and physical conditions at the site; and in general to have itself obtained all necessary information as to risk contingencies, climatic, hydrological and natural conditions and other circumstances which may influence or affect his performance of the work.

SECTION C ECONOMIC INCLUSION

C.1 Preference for Small, Local and Disadvantaged 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 bids from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

C.1.1 Application of Preferences

Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Contractors that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, or being a local business enterprise with its principal office located in an enterprise zone. (A copy of the certification acknowledgment letter must be submitted with the Contractor’s Bid.) A percentage reduction in price shall be granted to prime contractors as follows:

- (a) Three (3) percent reduction for a small business enterprise (SBE);
- (b) Five (5) percent for a resident-owned business (RBO); Ten (10) percent for a longtime resident business (LRB);
- (c) Two (2) percent for a local business enterprise (LBE);
- (d) Two (2) percent for a local business enterprise with its principal office located in an enterprise zone (DZE);
- (e) Two (2) percent for a disadvantaged business enterprise (DBE);
- (f) Two (2) percent for veteran-owned business (VOB);
- (g) Two (2) percent for local manufacturing business enterprise (LMBE)

C.1.2 Maximum Preference Points Awarded

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

C.1.3 Preferences for Certified Joint Ventures

A certified joint venture shall receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a (h).

C.1.4 Verification of Contractor's Certification as a Certified Business Enterprise

Any Contractor seeking to receive preferences on this solicitation must be certified at the time of submission of its Bid. The CO shall verify the Contractor's certification with DSLBD, and the Contractor should not submit with its bid any additional Documentation regarding its certification as a certified business enterprise.

- (a) 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

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

C.2 LSDBE Utilization

The mandatory subcontracting requirements are as follows:

- (a) Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, 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).
- (b) If there are insufficient SBEs to completely fulfill the requirement of paragraph (a)(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.
- (c) 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 C.2.1 (a) and C.2.1 (b) of this clause.
- (d) Except as provided in C.2.1 (e) and C.2.1 (f), a prime contractor that is a CBE and has been granted a bid 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.
- (e) A prime contractor that is a certified joint venture and has been granted a bid 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 contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

- (f) Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- (g) A prime contractor that is a CBE and has been granted a bid 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) A list of Certified Business Enterprises can be found on the District of Columbia, Department of Small and Local Business Development website at <http://dslbd.dc.gov/> DC/DSLBD, click on “Doing Business in the District”, click on “Find CBE Certified Contractors.”

C.2.2 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 C.2.1 of this clause. The plan shall be submitted as part of the bid and may only be amended with the prior written approval of the Contracting Officer (CO) and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District. Each subcontracting plan shall include the following:

- (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 shall pay each subcontractor.

C.2.3 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, Project Manager, District of Columbia Auditor and the Director of DSLBD.

C.2.4 Subcontracting Plan Compliance Reporting

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

- (a) The price that the prime contractor shall 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.

C.2.4.1 If the fully executed subcontract is not provided with the quarterly report, the prime contractor shall not receive credit toward its subcontracting requirements for that subcontract.

C.2.5 Annual Meetings

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

C.2.6 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.

C.2.7 Enforcement and Penalties for Breach of Subcontracting Plan.

C.2.7.1 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.

C.2.7.2 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.

C.2.7.3 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 clause 8 of the SCP, Default.

C.3 RESIDENCY HIRING REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS

At least fifty-one percent (51%) of the Offeror's Team and every subconsultant's employees hired after the Offeror enters into a contract with the Department, or after such subconsultant enters into a contract with the Offeror, to work on this project, shall be residents of the District of Columbia *Attachment G*.

Upon execution of the contract, the Offeror and all of its member firms, if any, and each of its subcontractors and subconsultants shall submit to the Department a list of current employees that will be assigned to the project, the date that they were hired and whether or not they live in the District of Columbia.

The Contractor shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, including by not limited to the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011, and the rules and regulations promulgated thereunder as applicable. The Contractor and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of \$300,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services ("DOES") upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work; (iii) make best efforts to hire at least 51% District residents for all new jobs created under the contract; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10th of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in a program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of \$500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

C.4 Subcontracting Administration

The Contractor shall, through Subcontractors or its own forces, perform all of the Work necessary to construct the Project so that it is complete, safe, and properly built in strict accordance with the Contract documents. Without limitation, the Contractor shall provide all of the labor, materials, tools, equipment, temporary services, and facilities necessary to complete the construction and installation of the Project. The Work shall be carried out in a good and workmanlike, first-class manner, and in timely fashion. All materials and equipment to be incorporated into the Project shall be new and previously unused, unless otherwise specified, and shall be free of manufacturing or other defects. The Contractor further warrants that the Work shall conform to the requirements of the Contract documents and shall be free from defects, except for those inherent in the quality of the Work the Contract documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Department, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- C.4.1** It is understood that the Contractor may, subject to the term of this Agreement, subcontract a portion of the work to a Subcontractor pursuant to written contract with the Contractor; provided, however, that the Contractor shall not be permitted to subcontract all or substantially all of the Work to a single Subcontractor.
- C.4.2** The Department may at any time direct the Contractor to terminate any Subcontractor or supplier performing services on the job.
- C.4.3** The Department may elect to review the form of any such subcontract or agreement with a material supplier to insure that such contract incorporates the contractual provisions required by this Agreement.
- C.4.4** The Contractor shall solidify all services and materials for the Project over \$25,000 (other than Self-Performed Work) via written subcontracts or, for contracts requiring provision of materials or equipment only, and not labor, via written supply agreements. All subcontracts and supply agreements shall include the following provisions:
- C.4.5** The Contractor agrees that all of its subcontracts and supply agreements for Work to be performed within the scope of this Agreement shall include the following provisions:
- C.4.5.1** that, to the extent of the Work or supply within the Agreement's scope, the Subcontractor or supplier is bound to the Contractor for the performance of all obligations which the Contractor owes the Department under the Contract;
 - C.4.5.2** that the Subcontractor or supplier is not in privity with the Department and shall not seek compensation directly from the Department on any third-party beneficiary, quantum meruit, or unjust enrichment claim, or otherwise, except as may be permitted by any applicable mechanic's lien law;
 - C.4.5.3** that the Department is a third-party beneficiary of the subcontract or supply agreement, entitled to enforce any rights thereunder for its benefit;
 - C.4.5.4** that the Subcontractor or supplier consents to assignment of its agreement to the Department, at the Department's sole option, if the Contractor is terminated for default;
 - C.4.5.5** that the Subcontractor or supplier shall comply immediately with a written order from the Department to the Contractor to suspend or stop work;

- C.4.5.6** that the Subcontractor or supplier shall maintain records of all Work it is requested or authorized to do on a time and material or cost-plus basis, or with respect to claims that it has asserted on a time and materials or cost-plus basis, during the Project and for a period of time specified in the General Conditions and requiring the Subcontractor or supplier to make those records available for review or audit by the Department during that time;
- C.4.5.7** that the Subcontractor shall obtain and maintain, throughout the Project, workers' compensation insurance in accordance with the laws of the District of Columbia (This provision is not applicable to supply agreements.);
- C.4.5.8** that, if the Department terminates the Contract for convenience, the Contractor may similarly terminate the subcontract or supply agreement for convenience, upon seven (7) days' written notice to the Subcontractor or supplier, and that the Subcontractor or supplier shall, in such a case, be entitled only to the costs set forth in the Termination for Convenience provisions of this Agreement;
- C.4.5.9** that the Department shall have the right to enter into a contract with the Subcontractor or supplier for the same price as its subcontract or supply agreement price less amounts already paid, if the Contractor files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it;
- C.4.5.10** that the Subcontractor or supplier shall not be entitled to payment for defective or non-conforming work, materials or equipment, and shall be obligated promptly to repair or replace non-conforming work, materials or equipment at its own cost;
- C.4.5.11** that Subcontractors and suppliers promptly pay Subcontractors and suppliers at lower tiers, imposing upon the Subcontractors and suppliers a duty to pay interest on late payments, and barring reimbursement for interest paid to lower tier Subcontractors or suppliers due to a Subcontractor's or supplier's failure to pay them in timely fashion;
- C.4.5.12** that all Subcontractors at all tiers comply with the provisions of **Section C** (Economic Inclusion Goals); provided, however, that the Contractor may, in its reasonable discretion impose a different LSDBE subcontracting goal on some or all of its Subcontractors; provided, further, however, that nothing in this provision shall be deemed to excuse the Contractor from using its best efforts to achieve the LSDBE subcontracting goal on an aggregate basis for the Project;

- C.4.5.13** that allows the Contractor to withhold payment from the Subcontractor if the Subcontractor does not meet the requirements of the Subcontract;
- C.4.5.14** that requires a lien and claim release as well as waiver provisions substantially identical to those in this Agreement.
- C.4.5.15** Within seven (7) days of receiving any payment from the Department including amounts attributable to Work performed, or materials or equipment supplied, by a Subcontractor or supplier, the Contractor shall either pay the Subcontractor or supplier for its proportionate share of the amount paid to the Contractor for the Subcontractor's or supplier's Work or materials or equipment, or notify the Department and the Subcontractor or supplier, in writing, of the Contractor's intention to withhold all or part of the payment and state the reason for the withholding. All monies paid to the Contractor under the Contract shall be used first to pay amounts due to Subcontractors or suppliers supplying labor or materials for the Project and only money remaining after such payments are made may be retained by the Contractor.
- C.4.5.16** Monies paid by joint check shall be deemed to have been paid fully to the Subcontractor or supplier named as a joint payee, unless the Department agrees otherwise in writing. Any interest paid to Subcontractors or suppliers because the Contractor has failed to pay them in timely fashion shall not entitle the Contractor to a Change Order.
- C.4.5.17** The Contractor shall not substitute or replace any Subcontractor or supplier certified by DSBLD without the Department's prior written consent.
- C.4.5.18** The Department has the right to contact Subcontractors or suppliers at all tiers or material or equipment suppliers directly to confirm amounts due and owing to them or amounts paid to them for Work on the Project, and to ascertain from the Subcontractors or suppliers at all tiers their projections of the cost to complete their Work or to supply their material or equipment, or the existence of any claims or disputes. In doing so the Department shall not issue any directions to Subcontractors or suppliers at any tier.

C.5 Apprenticeship Act

The D.C. Apprenticeship Act of D.C. Law 2-156, ("Act") as amended shall apply to this Project. All subcontractors selected to perform work on the Project on a craft-by-craft basis shall be

required to comply with this Act. All terms and conditions of the D.C. Apprenticeship Council Rules and Regulations shall be implemented. The Contractor shall be liable for any subcontractor non-compliance.

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Evaluation Process

The Department shall evaluate submissions and any best and final offers in accordance with the provisions of this **Section D** and the Department's Procurement Regulations.

D.2 Evaluation Committee

Each submission shall be evaluated in accordance with this **Section D** by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the Offeror(s) whose submissions are determined by the source selection official to be the most advantageous to the Department.

D.3 Oral Presentation

The Department does not intend to interview Offerors; however, it reserves the right to interview Offerors in the competitive range if necessary. If the Department conducts such interviews, each Offeror within the competitive range shall make an oral presentation to the Department's Evaluation Committee, and participate in a question and answer session. The purpose of the oral presentation and the question and answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The submission will be re-scored at the conclusion of the oral presentation.

D.3.1 Length of Oral Presentation

Each Offeror will be given up to 30 minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately 15 minutes for the Evaluation Committee to assess the presentation and prepare questions. The Offeror will then respond to questions from the Department's Evaluation Committee for no more than 30 minutes.

D.3.2 Schedule

The order of presentation will be selected randomly and the Offerors will be informed of their presentation date before the beginning of oral presentations. The Department reserves the right to reschedule any Offeror's presentation at the discretion of the contracting officer.

D.3.3 Offeror Attendees

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this project. Each Offeror will be limited to 3 persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of the key areas of responsibility that are deemed essential to the successful completion of the project.

D.3.4 Topics

The Offeror may present information about its capabilities and special qualifications to serve as a Contractor for this Contract, including the qualifications of key personnel.

D.4 Proposal Evaluation

Each proposal will be scored on a scale of one (1) to one-hundred (100) points. In addition, Offerors will be eligible to receive up to twelve (12) preference points as described in *Section C.1* of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is one-hundred and twelve (112).

D.4.1 Experience & References (30 points)

The Department desires to engage Contractors with the experience necessary to realize the objectives set forth in this RFP. Offerors will be evaluated based on their demonstrated experience in (i) completing tenant-fit out type construction work; (ii) repairing and/or modernizing school and recreation facilities; (iii) working in an urban environment; (iv) knowledge of, and access to, the local subcontracting market; and (v) knowledge of the local regulatory agencies and Code Officials. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. This element of the evaluation will be worth up to thirty (30) points.

D.4.2 Key Personnel (30 points)

The Offeror should include within its proposal resumes of key personnel that will be assigned to this Project. At a minimum, this should include the Project Executive, the key Project Manager(s) who will supervise the work, and the field superintendents who will oversee the work in the field. The Offeror should also indicate what percentage of each such person's time will be devoted to this Project. Absent death, disability or separation from the Offeror's employment, the Offeror will not be allowed to reassign any of the key personnel. This element of the evaluation will be worth up to thirty (30) points.

D.4.3 Project Management Plan (25 Points)

Offerors are required to submit a Project Management Plan. The Project Management Plan should clearly explain how the contractor intends to manage and implement the Project. It should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the plan should: (i) identify the key personnel and their specific roles in managing the Project; (ii) identify how the Offeror will perform the site walk-throughs and develop cost estimates; (iii) identify how the Offeror will implement the tenant-fit out type work; and (iv) describe the key challenges inherent in this Project and explain how they will be overcome or mitigated. This element of the evaluation is worth up to twenty five (25) points.

D.4.4 Subcontracting Plan/LSDBE Compliance/Utilization (15 points)

The Department desires the selected Contractor to provide the maximum level of participation for Local, Small and Disadvantaged Business Enterprises as well as employment opportunities for District of Columbia residents. Offerors will be evaluated in light of their demonstrated experience in meeting such goals and their proposed LSDBE Utilization Plan. This factor of the evaluation will be worth up to fifteen (15) points.

SECTION E PROPOSAL ORGANIZATION AND SUBMISSION

This section outlines specific information necessary for the proper organization and manner in which Offerors' proposals should be proffered. References are made to other sections in this RFP for further explanation.

E.1 Submission Identification

Submissions shall be proffered in a complete original proposal (pricing and technical submission); two (2) copy of the pricing proposal; and five (5) copies of the technical portion of the proposal as outlined below. An electronic copy of the complete original proposal on USB flash drive. The Offeror's original submission shall be placed in a sealed envelope conspicuously marked: **"DCAM-17-CS-0033 Proposal for FY17 Small Construction Projects."**

E.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

DC Department of General Services
Contracts & Procurement Division
Frank D. Reeves Center
2000 14th Street, NW, 8th Floor
Washington, DC 20009
Attn: Elouise Fripp

E.3 Date and Time for Receiving Submissions

Submissions shall be received no later than 2:00 p.m. on February 9^h, 2017. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

E.4 Submission Size, Organization and Offeror Qualifications

All submissions shall be submitted on 8-1/2" x 11" bond paper and typewritten. The CPM schedule may be on 11"x17" bond paper, but shall be folded to a size of 8-1/2"x11". Telephonic, telegraphic, and facsimile submissions shall not be accepted. The Department is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The submission shall be organized as follows:

E.4.1 Technical Proposal

The technical proposal shall be organized as follows:

E.4.1.1 Executive Summary

Each Offer should provide a summary of no more than three pages of the information contained in the following sections.

E.4.1.2 General Team Information and Firm(s) Data

Each Offeror should provide the following information for the Contractor and each of its subconsultants.

- A. Name(s), address(es), and role(s) of each firm (including all sub-consultants)
- B. Firm profile(s), including:
 - i. Age
 - ii. Firm history(ies)
 - iii. Firm size(s)
 - iv. Areas of specialty/concentration
 - v. Current firm workload(s) projected over the next year
 - vi. Provide a list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.
- C. Description of the team organization and personal qualifications of key staff, including:
 - i. Identification of the single point of contact for the Offeror.
 - ii. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the Offeror.
 - iii. A list or chart of all personnel proposed for the Project. Such list or chart should include the following information for each individual:
 - 1. The individual's name
 - 2. The individual's role
 - 3. Whether the individual's involvement in the Project is funded from the General Conditions Budget or the Design-Build Fee

4. The percentage of time that will be devoted by the individual to the Project. This should be identified for each phase of the Project.
 5. The individual's resume. Resumes should indicate the individual's experience on the eight (8) relevant projects and identify the role of the individual in each past project noted on the resume. The resume should also clearly identify how long the individual has worked in the construction industry and should indicate the number of years of experience in his or her current role as well as prior roles.
 6. The individual's current workload over the next two years
- iv. A chart showing the experience that the key team members have working together.

E.4.1.3 Relevant Experience and References

- A. Detailed descriptions of no more than eight (8) projects that best illustrate the team's experience and capabilities relevant to this project. For each such project, the Offeror should provide the information requested below:
- (i) The name and location of the project.
 - (ii) The square footage of the project
 - (iii) A short narrative of the scope of the contractor's work on the project.
 - (iv) The delivery method implemented on the project.
 - (v) The start and end dates for construction.
 - (vi) The date of builder's engagement and point during the design process at which builder was engaged (e.g., schematic design 50% complete; schematic design 100% complete, etc.).
 - (vii) The initial substantial completion date and initial contract value, also noting the contract type (i.e., GMP, NTE or Lump Sum).
 - (viii) The level of completion of design documents that the initial contract value was based on.
 - (ix) The actual substantial completion date and the final contract value.
- B. The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms (**Attachment BL**) are completed and submitted on behalf of the Offeror directly to Elouise Fripp by the due date for proposals.
- C. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture.

E.4.1.4 Project Management Plan

The Project Management Plan should contain the information requested in **Section D.4.3** of the RFP.

E.4.1.5 SBE Subcontracting Plan

Each Offeror shall complete and submit as part of its Technical Proposal a Subcontracting Plan in the form of **Attachment G**.

E.4.1.6 First Source Employment Agreement

Each Offeror shall complete and submit as part of its Technical Proposal a First Source Agreement in the form of **Attachment I**.

E.4.1.7 Preliminary Project Schedule

Each Offeror should prepare a preliminary project schedule (the “Baseline Schedule”) that shows how the Offeror intends to complete the Project in a timely manner. The Baseline Schedule shall be subject to review and approval by the Department and the Contractor shall incorporate such adjustments to the Baseline Schedule as may be reasonably requested by the Department. The Baseline Schedule shall be prepared in a CPM method and be developed in a sufficient level of detail so as to permit the affected parties (i.e. the Department, Contractor (the Architect and the Design-Builder)) to properly plan the Project, and shall show: (i) key design milestones and bid packages; (ii) release dates for long lead items; (iii) release dates for key subcontractors; and (iv) substantial and final completion dates. The preliminary schedule must also be submitted in Primavera 6 native format, and upon award, shall be updated by the Contractor, at a minimum, on a bi-weekly basis. The schedule should demonstrate that the Offeror understands the project and has a workable method to deliver the project in a timely manner.

E.4.2 Price Proposal

The Price proposal shall be organized as follows:

E.4.2.1 Bid Form

Each Offeror shall submit a Form of Offer Letter substantially in the form of **Attachment A**. Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the proposal non-responsive.

E.4.2.2 Bidder-Offeror Certification Form

Each Offeror shall complete and submit with its Price Proposal the Bidder-Offeror Certification Form attached hereto as **Attachment F**. An Offeror who submits an incomplete or improperly or inaccurately completed Bidder-Offeror Certification Form may be deemed non-responsive.

E.4.2.3 Tax Affidavit

Each Offeror must submit a tax affidavit substantially in the form of **Attachment C**. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government.

E.4.2.4 Bid Bond

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SECTION F BIDDING PROCEDURES & PROTESTS

F.1 Contact Person

For information regarding this RFP please contact:

Elouise Fripp
Contract Specialist
Department of General Services
1250 U Street NW, 4th floor
Washington, DC 20009
(202) 727-2733
elouise.fripp@dc.gov

Any written questions or inquiries should be sent to Elouise Fripp at the address above.

F.2 Preproposal Conference

A preproposal conference will be held January 27, 2016 at 11:30 am. The meeting will be held at the Department of General Services, 1250 U Street N.W., 4th floor Capitol Hill Conference Room , Washington, D.C. 20009. Interested Offerors are strongly encouraged to attend.

F.3 Explanations to Prospective Offerors

Each Offeror should carefully examine this Request for Proposals and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. 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 solicitation 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 submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding.

IMPORTANT NOTICE: Contracts & Procurement will notify Offerors of any changes, additions and or deletions to the specifications and or responses to questions by addenda posted on the Department of General Services, Contracts & Procurement website. It is the potential Offeror's responsibility to frequently visit DGS' Contracts and Procurement website at <http://dgs.dc.gov/page/dgs-solicitations> to obtain addenda(s) once they have received a copy or downloaded a copy of the solicitation.

Questions should be directed to Elouise Fripp at the email address listed in *Section F.1 no later than Monday, January 30, 2017*. The person making the request shall be responsible for prompt delivery.

F.4 Protests

Protests shall be governed by D.C. Code § 2-360.08 and Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering submissions. In all other cases, a protester shall file the protest within ten (10) days after the protester knows or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This section is intended to summarize the bid protest procedures and is for the convenience of the Offerors only. To the extent any provision of this section is inconsistent with the Procurement Regulations, the more stringent provisions shall prevail.

F.5 Contract Award

This procurement is being conducted in accordance with D.C. Code § 2-354.03 and the provisions of Title 27 DCMR §§ 4700, et seq., of the Department's Procurement Regulations. Responses to the RFP shall be in the form of competitive sealed proposals and the contract shall be awarded based on the proposal that is the most advantageous to the Department, or in the event of more than one award, the proposals that are the most advantageous to the Department. The RFP sets forth the evaluation factors and indicates the relative importance of each factor. The RFP contains a statement of work or other description of the Department's specific needs, which shall be used as a basis for the evaluation of the proposals. Price will be evaluated; however, while price or total cost to the Department may be an important or even deciding factor in most source selections, the Department may select the source whose proposal is more advantageous in terms of technical merit and other factors in accordance with Title 27 DCMR § 1613.5. As such, the contract contemplated hereunder will be awarded to the Offeror whose competitive sealed proposal is determined by the source selection official to be the most advantageous to the Department considering technical merit and other factors.

F.6 Retention of Submissions

All submissions shall be retained by the Department and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the submissions shall become

the property of the Department and the Department shall the right to distribute or use such information as it determines.

F.7 Examination of Submissions

Offerors are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this RFP. Failure to do so shall be at the sole risk of the Offeror and may result in disqualification.

F.8 Late Submissions: Modifications

- A. Any submission or best and final offer received at the office designated in this RFP after the exact time specified for receipt shall not be considered.
- B. Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in Section E.8.A stated above.
- C. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the submission wrapper or other documentary evidence of receipt maintained by the installation.
- D. Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- E. Submissions shall be irrevocable and remain in full force and effect for a period not less than one hundred twenty (120) days after receipt of submissions.

F.9 No Compensation for Preparation of Submissions

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

F.10 Rejection of Submissions

The Department reserves the right, in its sole discretion:

- A. To cancel this solicitation or reject all submissions.
- B. To reject submissions that fail to prove the Offeror's responsibility.

- C. To reject submissions that contain conditions and/or contingencies that in the Department's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- D. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
- E. To take any other action within the applicable Procurement Regulations or law.
- F. To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.
- G. To reject submissions that indicate a lack of understanding of any aspect of the project.
- H. To reject submissions that are too costly, financially or otherwise, to the Department relative to other submissions and the project budget.
- I. To reject submissions where the Offeror has altered any pricing element or line item by Thirty Percent (30%) from the initial offer or median price for that pricing element or line item in response to a Request for a Best and Final Offer ("BAFO").
- J. To reject submissions that are deemed non-responsive.

F.11 Limitation of Authority

Only a contracting officer with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

F.12 Non-Responsive Proposals

- A. **Pricing.** In general, the Department will consider a proposal non-responsive if any pricing element of the Offeror's price is Thirty Percent (30%) higher than the median price submitted by other Offerors. If there are no more than two (2) Offerors, the independent government estimate shall be used to establish a median price. The Department reserves the right to deem a proposal non-responsive if any pricing element of the Offeror's price is Thirty Percent (30%) higher than the median price.
- B. **Certification.** The Department may consider a proposal non-responsive if the Offeror fails to properly complete or provides inaccurate information on the Bidder/Offeror Certification Form.

- C. **Exceptions.** The Department may consider a proposal non-responsive if the Offeror identifies any changes or exceptions to the Standard Contract Provisions, the Agreement for Design-Build Services, and Letter Contract.
- D. **Core Competency.** The Department may consider a proposal non-responsive if the Offeror, whether by inclusion or omission, fails, in the Department's sole judgment, to demonstrate an understanding and competence in every aspect of the project.

SECTION G INSURANCE REQUIREMENTS

G.1 Required Insurance

The Contractor will be required to maintain the following types of insurance throughout the life of the contract.

G.1.1 Commercial general public liability insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than Five Million Dollars (\$5,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Five Million Dollars (\$5,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage in force for a period of at least three (3) years after substantial completion.

G.1.2 Workers’ compensation and Employers Liability coverage providing statutory benefits for all persons employed by the Contractor, or its contractors and subcontractors at or in connection with the Work.

G.1.3 Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

G.1.4 Excess umbrella liability coverage (on at least a follow form basis) and when combined with the general liability policy has an aggregate limit of at least Ten Million Dollars (\$10,000,000).

G.1.5 Builder’s risk insurance written on an “all risk” basis and covering the value of the improvements being constructed. This coverage does not need to be maintained until such time as construction operations begin.

G.1.6 With respect to the design team, errors and omissions coverage written on a claims made basis and having an aggregate policy limit of at least Five Million Dollars (\$5,000,000).

G.1.7 Contractor’s Pollution Legal Liability coverage in the amount of at least Two Million Dollars (\$2,000,000) for each occurrence. Such coverage shall be maintained for the duration of the Project and a period of three (3) years after Substantial Completion of the Project.

G.2 Additional Insureds

Each insurance policy shall be issued in the name of the contractor and shall name as additional insured parties the Department and the District of Columbia, and shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

G.3 Waiver of Subrogation

All such insurance policies shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

G.4 Strength of Insurer

All insurance policies shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best's rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed/approved to do business in the District of Columbia.

SECTION H BONDS

H.1 Bid Bond

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H.2 Trade Subcontractor Bonds

The Form of Contract will require that all trade subcontractors provide a payment and performance bond having a penal value equal to One Hundred Percent (100%) of the cost of the trade subcontract. All such bonds shall be written on a dual-oblige basis.

H.3 Contractor's Payment and Performance Bond

In addition to the trade subcontractor bonds required by Section H.2, the Contractor will be required to post a payment and performance bond having a penal value equal to the GMP at the time the GMP Contract is executed.

