

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES



Contracts & Procurement

## REQUEST FOR PROPOSALS

### PROJECT MANAGEMENT SERVICES - REDEVELOPMENT OF ST. ELIZABETHS EAST CAMPUS

**DCAM-19-NC-RFP-0011**

**Issue Date: July 29, 2019**

**Pre-Proposal Conference: August 5, 2019 @ 12:30PM**

Department of General Services  
1250 U Street, NW, 4th Floor  
Washington, DC 20009  
Capitol Hill Conference Room

**Due Date for Questions: August 8, 2019**

**Proposal Due Date: August 20, 2019**

<b>SOLICITATION/OFFER/ AWARD</b>			1. Caption			Page of Pages	
			<b>Project Management Services - Re-development of St. Elizabeths East Campus</b>			<b>1</b>	<b>77</b>
2. Contract Number <b>DCAM-19-NC-RFP-0011</b>		3. Effective Date See Block 20C		4. Requisition/Purchase Request/Project No. <b>To Be Determined</b>			
5. Issued By: <b>Department of General Services Contracts and Procurement Division 2000 14<sup>th</sup> Street, 8<sup>th</sup> Floor Washington, DC 20009</b>			6. Administered by (If other than line 5) <b>Department of General Services Capital Construction Division 2000 14<sup>th</sup> Street, 8<sup>th</sup> Floor Washington, DC 20009</b>				
7. Name and Address of Contractor			8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Schedule Section F.3)				
			9. Discount for prompt payment				
			10. Submit invoices to the Address shown in Section G.2 (2 copies unless otherwise specified)				
11. Ship to/Mark For <b>Government of the District of Columbia Department of General Services   Capital Construction Division 1250 U Street, NW Washington, DC 20009</b>			12. Payment will be made by <b>Government of the District of Columbia Office of the Chief Financial Officer/Department of General Services 2000 14<sup>th</sup> Street, 5<sup>th</sup> Floor Washington, DC 20009</b>				
13. Remit Address:			14. Accounting and Appropriation Data <b>Encumbrance Code:</b>				
15A. Item	15B. Supplies/Services		15C. Qty.	15D. Unit	15E. Unit Price	15F. Amount	
<b>See Section B.4</b>							
16. Table of Contents							
Section	Description <b>Part I - The Schedule</b>		Page	Section	Description <b>Part II Contract Clauses</b>		Page
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B	Supplies or Services & Cost/Price		2-12		<b>PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>		
C	Descriptions, Specifications, Statement of Work		13-30	J	List of Attachments		61
D	Packing and Marking		31		<b>PART IV – REPRESENTATIONS AND INSTRUCTIONS</b>		
E	Inspection and Acceptance		32	K	Representations, Certifications and Other Statements of Offerors		62
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G	Contract Administration Data		36 - 41	L	Instructions to Offeror		63 - 71
H	Special Contract Requirements		42 - 50	M	Evaluation		72 - 77
Contracting Officer will complete Item 17 or 18 as applicable							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return <b>two (2)</b> copies to issuing office. Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this Agreement shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number DCAM-19-CS-RFP-0006 including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name and Title of Signer (Type or print)				20A. Name of Contracting Officer			
19B.  <div style="text-align: center; font-size: small;">Signature of person authorized to sign)</div>			19C. Date Signed		20B. District of Columbia  <div style="text-align: center; font-size: small;">(Signature of Contracting Officer)</div>		20C. Date Signed
<div style="display: flex; align-items: center;"> <div style="margin-right: 10px;"> </div> <div>Government of the District of Columbia</div> </div>							

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

**B.1** The District of Columbia (the “District”), acting and through its Department of General Services (“DGS” or the “Department”) is issuing this Request for Proposal (“RFP”) to engage a Program Manager (“PM” or “Contractor”) to provide professional program management support services to assist the District in the planning, design-management, construction-management and control, commissioning, and occupancy of the Project. The Master Project (Project) consists of the following phases:

- (a) Phase One A: New St. Elizabeths East Men’s Shelter at Parcel 2
- (b) Phase One B: Existing St. Elizabeth East Horse Stable/Barn Stabilization at Parcel 1
- (c) Phase Two: Parking Garage at Parcel 6
- (d) Phase Three A: Campus Microgrid System
- (e) Phase Three B: Pecan Street Infrastructure
- (f) Phase Four B: New Hospital Water Service
- (g) Phase Five: Demolition of Existing 801 East Men’s Shelter at Parcel 2
- (h) Phase Six: New Hospital Sitework/Ambulatory Pavilion and Offices at Parcel 2
- (i) Phase Seven A: New Hospital Tower and Main Building at Parcel 2
- (j) Phase Seven B: New Hospital Parking Garage at Parcel 2
- (k) Phase Eight A: 13<sup>th</sup> Street Remaining Infrastructure

Phases One A, Six, and Seven A and B are **not** part of the PM’s scope of work but are provided for reference.

### **B.2 CONTRACT TYPE**

The Department contemplates award of a labor hour contract with a cost reimbursable component for Reimbursables.

### **B.3 PRICE SCHEDULE - LABOR HOUR**

The estimated quantities stated in the column captioned “Estimated Number of Hours”, set forth estimated hours for each labor category. The estimates are based on the District’s understanding of the labor effort required by the scope of work as to the number of hours for each labor category and do not represent any guarantee as to accuracy.

**B.3.1 Base Year** (One year from date of award)

The Contractor shall provide the labor categories below as needed to accomplish the requirements as described in Section C.

Item Number	Labor Category	Hourly Rate*	Estimated Number of Hours	Estimated Total Amount
001	Principal/Construction Executive	\$ ____/ hour	288	\$ _____
002	Project Manager	\$ ____/ hour	2080	\$ _____
003	Asst. Project Manager	\$ ____/ hour	1040	\$ _____
004	Quality Control Superintendent	\$ ____/ hour	1040	\$ _____
005	Civil Inspector (Infrastructure/Utilities)	\$ ____/ hour	520	\$ _____
006	Scheduler	\$ ____/ hour	192	\$ _____
007	Safety/OSHA Inspector	\$ ____/ hour	96	\$ _____
008	Cost Estimator	\$ ____/ hour	1040	\$ _____
009	Project Controls Specialist	\$ ____/ hour	1040	\$ _____
010	Clerk II	\$ ____/ hour	2080	\$ _____
011	Architect Engineer	\$ ____/ hour	0	\$ _____
012	Mechanical Engineer	\$ ____/ hour	0	\$ _____
013	Plumbing Engineer	\$ ____/ hour	120	\$ _____
014	Electrical Engineer	\$ ____/ hour	120	\$ _____
015	Fire Protection Engineer	\$ ____/ hour	120	\$ _____
016	Structural Engineer	\$ ____/ hour	120	\$ _____
017	Environmental Engineer	\$ ____/ hour	120	\$ _____
018	Civil Engineer	\$ ____/ hour	120	\$ _____
019	Security Systems Engineer	\$ ____/ hour	80	\$ _____
020	Project Claims Analyst	\$ ____/ hour	0	\$ _____
021	Project Coordinator – Community Outreach	\$ ____/ hour	192	\$ _____
022	Specification Writer	\$ ____/ hour	360	\$ _____

Item Number	Labor Category	Hourly Rate*	Estimated Number of Hours	Estimated Total Amount
023	General Site Inspector	\$ ____/ hour	1040	\$ _____
024	Concrete/Masonry Inspector	\$ ____/ hour	540	\$ _____
025	Geotechnical Inspector	\$ ____/ hour	540	\$ _____
026	M/E/P Inspector	\$ ____/ hour	540	\$ _____
027	Architectural Inspector	\$ ____/ hour	0	\$ _____
028	MEP Commissioning Manager	\$ ____/ hour	0	\$ _____
029	Environmental Technician	\$ ____/ hour	120	\$ _____
030	Reimbursables			Not-to-Exceed \$200,000.00
<b>Base Year Total</b>				\$ _____

- \* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.

**B.3.2 Option Year 1** (One year from date of award)

The Contractor shall provide the labor categories below as needed to accomplish the requirements as described in Section C.

Item Number	Labor Category	Hourly Rate*	Estimated Number of Hours	Estimated Total Amount
101	Principal/Construction Executive	\$ ____/ hour	288	\$ _____
102	Project Manager	\$ ____/ hour	2080	\$ _____
103	Asst. Project Manager	\$ ____/ hour	4160	\$ _____
104	Quality Control Superintendent	\$ ____/ hour	2080	\$ _____
105	Civil Inspector (Infrastructure/Utilities)	\$ ____/ hour	2080	\$ _____
106	Scheduler	\$ ____/ hour	192	\$ _____
107	Safety/OSHA Inspector	\$ ____/ hour	96	\$ _____
108	Cost Estimator	\$ ____/ hour	1040	\$ _____
109	Project Controls Specialist	\$ ____/ hour	1040	\$ _____
110	Clerk II	\$ ____/ hour	2080	\$ _____
111	Architect Engineer	\$ ____/ hour	120	\$ _____
112	Mechanical Engineer	\$ ____/ hour	120	\$ _____
113	Plumbing Engineer	\$ ____/ hour	120	\$ _____
114	Electrical Engineer	\$ ____/ hour	120	\$ _____
115	Fire Protection Engineer	\$ ____/ hour	120	\$ _____
116	Structural Engineer	\$ ____/ hour	120	\$ _____
117	Environmental Engineer	\$ ____/ hour	120	\$ _____
118	Civil Engineer	\$ ____/ hour	240	\$ _____
119	Security Systems Engineer	\$ ____/ hour	80	\$ _____
120	Project Claims Analyst	\$ ____/ hour	0	\$ _____
121	Project Coordinator – Community Outreach	\$ ____/ hour	192	\$ _____
122	Specification Writer	\$ ____/ hour	240	\$ _____
123	General Site Inspector	\$ ____/ hour	1040	\$ _____

Item Number	Labor Category	Hourly Rate*	Estimated Number of Hours	Estimated Total Amount
124	Concrete/Masonry Inspector	\$ ____/ hour	0	\$ _____
125	Geotechnical Inspector	\$ ____/ hour	520	\$ _____
126	M/E/P Inspector	\$ ____/ hour	1040	\$ _____
127	Architectural Inspector	\$ ____/ hour	0	\$ _____
128	MEP Commissioning Manager	\$ ____/ hour	0	\$ _____
129	Environmental Technician	\$ ____/ hour	120	\$ _____
130	Reimbursables			Not-to-Exceed \$200,000.00
Option Year One (1) Total				\$ _____

- \* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.

**B.3.3 Option Year 2** (One year from date of award)

The Contractor shall provide the labor categories below as needed to accomplish the requirements as described in Section C.

Item Number	Labor Category	Hourly Rate*	Estimated Number of Hours	Estimated Total Amount
201	Principal/Construction Executive	\$ ____/ hour	192	\$ _____
202	Project Manager	\$ ____/ hour	4160	\$ _____
203	Asst. Project Manager	\$ ____/ hour	4160	\$ _____
204	Quality Control Superintendent	\$ ____/ hour	2080	\$ _____
205	Civil Inspector (Infrastructure/Utilities)	\$ ____/ hour	2080	\$ _____
206	Scheduler	\$ ____/ hour	192	\$ _____
207	Safety/OSHA Inspector	\$ ____/ hour	96	\$ _____
208	Cost Estimator	\$ ____/ hour	2080	\$ _____
209	Project Controls Specialist	\$ ____/ hour	2080	\$ _____
210	Clerk II	\$ ____/ hour	2080	\$ _____
211	Architect Engineer	\$ ____/ hour	120	\$ _____
212	Mechanical Engineer	\$ ____/ hour	120	\$ _____
213	Plumbing Engineer	\$ ____/ hour	120	\$ _____
214	Electrical Engineer	\$ ____/ hour	120	\$ _____
215	Fire Protection Engineer	\$ ____/ hour	120	\$ _____
216	Structural Engineer	\$ ____/ hour	120	\$ _____
217	Environmental Engineer	\$ ____/ hour	120	\$ _____
218	Civil Engineer	\$ ____/ hour	120	\$ _____
219	Security Systems Engineer	\$ ____/ hour	80	\$ _____
220	Project Claims Analyst	\$ ____/ hour	96	\$ _____
221	Project Coordinator – Community Outreach	\$ ____/ hour	192	\$ _____
222	Specification Writer	\$ ____/ hour	120	\$ _____
223	General Site Inspector	\$ ____/ hour	1040	\$ _____



<b>Item Number</b>	<b>Labor Category</b>	<b>Hourly Rate*</b>	<b>Estimated Number of Hours</b>	<b>Estimated Total Amount</b>
224	Concrete/Masonry Inspector	\$ ____/ hour	1040	\$ _____
225	Geotechnical Inspector	\$ ____/ hour	520	\$ _____
226	M/E/P Inspector	\$ ____/ hour	1040	\$ _____
227	Architectural Inspector	\$ ____/ hour	240	\$ _____
228	MEP Commissioning Manager	\$ ____/ hour	192	\$ _____
229	Environmental Technician	\$ ____/ hour	120	\$ _____
230	Reimbursables			Not-to-Exceed \$200,000.00
<b>Option Year Two (2) Total</b>				\$ _____

- \* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.

**B.3.4 Option Year 3** (One year from date of award)

The Contractor shall provide the labor categories below as needed to accomplish the requirements as described in Section C.

Item Number	Labor Category	Hourly Rate*	Estimated Number of Hours	Estimated Total Amount
301	Principal/Construction Executive	\$ ____/ hour	192	\$ _____
303	Project Manager	\$ ____/ hour	2080	\$ _____
302	Asst. Project Manager	\$ ____/ hour	2080	\$ _____
304	Quality Control Superintendent	\$ ____/ hour	2080	\$ _____
305	Civil Inspector (Infrastructure/Utilities)	\$ ____/ hour	2080	\$ _____
306	Scheduler	\$ ____/ hour	192	\$ _____
307	Safety/OSHA Inspector	\$ ____/ hour	96	\$ _____
308	Cost Estimator	\$ ____/ hour	2080	\$ _____
309	Project Controls Specialist	\$ ____/ hour	2080	\$ _____
310	Clerk II	\$ ____/ hour	2080	\$ _____
311	Architect Engineer	\$ ____/ hour	120	\$ _____
312	Mechanical Engineer	\$ ____/ hour	120	\$ _____
313	Plumbing Engineer	\$ ____/ hour	120	\$ _____
314	Electrical Engineer	\$ ____/ hour	120	\$ _____
315	Fire Protection Engineer	\$ ____/ hour	120	\$ _____
316	Structural Engineer	\$ ____/ hour	120	\$ _____
317	Environmental Engineer	\$ ____/ hour	120	\$ _____
318	Civil Engineer	\$ ____/ hour	120	\$ _____
319	Security Systems Engineer	\$ ____/ hour	80	\$ _____
320	Project Claims Analyst	\$ ____/ hour	96	\$ _____
321	Project Coordinator – Community Outreach	\$ ____/ hour	192	\$ _____
322	Specification Writer	\$ ____/ hour	0	\$ _____
323	General Site Inspector	\$ ____/ hour	1040	\$ _____

Item Number	Labor Category	Hourly Rate*	Estimated Number of Hours	Estimated Total Amount
324	Concrete/Masonry Inspector	\$ ____/ hour	1040	\$ _____
325	Geotechnical Inspector	\$ ____/ hour	520	\$ _____
326	M/E/P Inspector	\$ ____/ hour	1040	\$ _____
327	Architectural Inspector	\$ ____/ hour	120	\$ _____
328	MEP Commissioning Manager	\$ ____/ hour	192	\$ _____
329	Environmental Technician	\$ ____/ hour	120	\$ _____
330	Reimbursables			Not-to-Exceed \$200,000.00
Option Year Three (3) Total				\$ _____

\* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.

**B.3.5 Option Year 4** (One year from date of award)

The Contractor shall provide the labor categories below as needed to accomplish the requirements as described in Section C.

Item Number	Labor Category	Hourly Rate*	Estimated Number of Hours	Estimated Total Amount
401	Principal/Construction Executive	\$ ____/ hour	288	\$ _____
403	Project Manager	\$ ____/ hour	2080	\$ _____
402	Asst. Project Manager	\$ ____/ hour	2080	\$ _____
404	Quality Control Superintendent	\$ ____/ hour	2080	\$ _____
405	Civil Inspector (Infrastructure/Utilities)	\$ ____/ hour	2080	\$ _____
406	Scheduler	\$ ____/ hour	192	\$ _____
407	Safety/OSHA Inspector	\$ ____/ hour	96	\$ _____
408	Cost Estimator	\$ ____/ hour	1040	\$ _____
409	Project Controls Specialist	\$ ____/ hour	2080	\$ _____
410	Clerk II	\$ ____/ hour	2080	\$ _____
411	Architect Engineer	\$ ____/ hour	0	\$ _____
412	Mechanical Engineer	\$ ____/ hour	0	\$ _____
413	Plumbing Engineer	\$ ____/ hour	0	\$ _____
414	Electrical Engineer	\$ ____/ hour	0	\$ _____
415	Fire Protection Engineer	\$ ____/ hour	0	\$ _____
416	Structural Engineer	\$ ____/ hour	0	\$ _____
417	Environmental Engineer	\$ ____/ hour	0	\$ _____
418	Civil Engineer	\$ ____/ hour	0	\$ _____
419	Security Systems Engineer	\$ ____/ hour	0	\$ _____
420	Project Claims Analyst	\$ ____/ hour	96	\$ _____

Item Number	Labor Category	Hourly Rate*	Estimated Number of Hours	Estimated Total Amount
421	Project Coordinator – Community Outreach	\$ ____/ hour	192	\$ _____
422	Specification Writer	\$ ____/ hour	0	\$ _____
423	General Site Inspector	\$ ____/ hour	0	\$ _____
424	Concrete/Masonry Inspector	\$ ____/ hour	0	\$ _____
425	Geotechnical Inspector	\$ ____/ hour	0	\$ _____
426	M/E/P Inspector	\$ ____/ hour	520	\$ _____
427	Architectural Inspector	\$ ____/ hour	120	\$ _____
428	MEP Commissioning Manager	\$ ____/ hour	192	\$ _____
429	Environmental Technician	\$ ____/ hour	0	\$ _____
430	Reimbursables			Not-to-Exceed \$200,000
<b>Option Year Four (4) Total</b>				<b>\$ _____</b>

\* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.

### B.3.6 Grand Total Amount

Base Year Estimated Total Amount (B.3.1) \$ \_\_\_\_\_

Option Year 1 Estimated Total Amount (B.3.2) \$ \_\_\_\_\_

Option Year 2 Estimated Total Amount (B.3.3) \$ \_\_\_\_\_

Option Year 3 Estimated Total Amount (B.3.4) \$ \_\_\_\_\_

Option Year 4 Estimated Total Amount (B.3.5) \$ \_\_\_\_\_

**Grand Estimated Total Amount** \$ \_\_\_\_\_

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

**B.5** For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9. A Subcontracting Plan form is available at Attachment J.8

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE

The Department of General Services is seeking a Project Manager (PM or Contractor) to provide professional program management support services to assist the District in the planning, design-management, construction-management and control, commissioning and occupancy for the re-development of the St. Elizabeths East Campus (Project).

### C.2 APPLICABLE DOCUMENTS AND LICENSURES

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

Item No.	Document Type	Title	Date
1	Master Plan	St. Elizabeths East Master Plan available at <a href="https://www.scribd.com/document/257652666/St-Elizabeth-s-Master-Plan">https://www.scribd.com/document/257652666/St-Elizabeth-s-Master-Plan</a>	June 2012
2	Redevelopment Plan	St. Elizabeths Redevelopment Plan available at <a href="https://planning.dc.gov/sites/default/files/dc/sites/op/publication/attachments/St.%20Es%20Final%20Plan_0.pdf">https://planning.dc.gov/sites/default/files/dc/sites/op/publication/attachments/St.%20Es%20Final%20Plan_0.pdf</a>	December 2008
3	Federal Law	OSHA Regulations (Construction) 29CFR Standard 1926 <a href="https://www.osha.gov/laws-regs/regulations/standardnumber/1926">https://www.osha.gov/laws-regs/regulations/standardnumber/1926</a>	Most Recent
4	Federal Law	Labor Standards CFR Part 5 <a href="https://www.law.cornell.edu/cfr/text/29/part-5">https://www.law.cornell.edu/cfr/text/29/part-5</a>	Most Recent

- C.2.1** The Contractor(s) shall obtain all licenses and permits that may be required from the DCRA, BLRA and the D.C. Code and regulations which are stipulated by DCRA. The Contractor(s) shall provide the services in accordance with BOCA, applicable D.C. Code and regulations to achieve the following:

### C.3 DEFINITIONS

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

- C.3.1 Agreement** - The term “Agreement” shall mean this entire, integrated agreement between the Department and the PM with respect to the Project, consisting of this document and the Exhibits

thereto, including but not limited to the Standard Contract Provisions (General Provisions) Supplies and Services Contracts, dated January 2016, the and any Change Orders or Change Directives that have been executed by the Department.

- C.3.2 Change Directive** - A written direction signed and issued by the Department ordering the Contractor either to provide pricing and schedule impact information for a described change to the Work or to proceed with a described change and provide pricing and schedule impact information after beginning the changed Work.
- C.3.3 Change Order** - A written document, executed by the Department and the Contractor, setting forth the agreed terms upon which a change to the Contract has been made.
- C.3.4 Client Agency** - The governmental or quasi-governmental entity represented by the Department, requesting the Project.
- C.3.5 Concept Design** - A Concept Design is an early phase of the design process in which the broad outlines of function and form of the Project are articulated. This results from understanding the Client Agency's needs, and includes but is not limited to review of feasibility studies and input from various stakeholders including the Client Agency, the Department, and other community groups.
- C.3.6 Construction Documents** - The final Contract Documents, as prepared, sealed by the Architect/Engineer's design professional in accordance with the law, and issued by the General Contractor for the purpose of obtaining bids from potential trade Subcontractors and material suppliers for use in constructing the Project.
- C.3.7 Drawings** - The Drawings are the graphic and pictorial portions of the A/E Contract Documents, wherever located and wherever issued, showing the design, locations and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
- C.3.8 Final Completion** - The point at which Substantial Completion of the Project has been achieved, all punch list items noted at Substantial Completion have been completed and all documents the General Contractor is required to deliver to the Department as a condition to receiving final payment.
- C.3.9 Final Completion Date** - The date established in an Agreement by which the General Contractor shall achieve Final Completion. The Final Completion Date may be modified only by Change Order or Change Directive in accordance with the Agreement.
- C.3.10 Fully Complete** - To undertake all of the Work necessary to fully construct and complete the Project and execute all tasks necessary to obtain the final Certificate of Occupancy for the Project from the District of Columbia; submit final lien releases from the General Contractor and Subcontractors and material suppliers; complete all punch list items to the Department's approval and sign-off; and cause all representations, warranties and guarantees to be honored and otherwise fulfill all of the requirements set forth in the Contract.

**C.3.11 Hazardous Material** - Any toxic substance or hazardous chemical defined or regulated pursuant to federal, state or local laws relating to pollution, treatment, storage or disposal of waste, or protection of human health or the environment. Such laws include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Clean Water Act, the Clean Air Act and laws relating to emission, spills, leaks, discharges, releases or threatened releases of toxic material. The term Hazardous Materials shall also include petroleum and petroleum bi-products. **Hazardous Material Remediation** shall mean the work performed to remove, treat and/or dispose of Hazardous Material.

**C.3.12 Master Project** - The Master Project (Project) is the re-development of the St. Elizabeths East campus. The Project consists of the following phases, also referred to as Projects:

- (a) Phase One A: New St. Elizabeths East Men's Shelter at Parcel 2
- (b) Phase One B: Existing St. Elizabeth East Horse Stable/Barn Stabilization at Parcel 1
- (c) Phase Two: Parking Garage at Parcel 6
- (d) Phase Three A: Campus Microgrid System
- (e) Phase Three B: Pecan Street Infrastructure
- (f) Phase Four B: New Hospital Water Service
- (g) Phase Five: Demolition of Existing 801 East Men's Shelter at Parcel 2
- (h) Phase Six: New Hospital Sitework/Ambulatory Pavilion and Offices at Parcel 2
- (i) Phase Seven A: New Hospital Tower and Main Building at Parcel 2
- (j) Phase Seven B: New Hospital Parking Garage at Parcel 2
- (k) Phase Eight A: 13<sup>th</sup> Street Remaining Infrastructure

**C.3.13 Master Project Schedule** - The schedule for the Project agreed to by the Department and the PM herein. Such schedule shall not be changed except by a Change Order or Change Directive issued by the Department. The schedule shall be in a form and contain such detail as may be agreed upon by the Parties.

**C.3.14 Notice to Proceed** - A written notice to proceed, signed by the Department, directing the Contractor to proceed with the Project or any portion of the Project.

**C.3.15 Project** - The Project is the re-development of the St. Elizabeths East campus. The Project consists of the following phases, also referred to as Projects:

- (a) Phase One A: New St. Elizabeths East Men's Shelter at Parcel 2
- (b) Phase One B: Existing St. Elizabeth East Horse Stable/Barn Stabilization at Parcel 1
- (c) Phase Two: Parking Garage at Parcel 6
- (d) Phase Three A: Campus Microgrid System
- (e) Phase Three B: Pecan Street Infrastructure
- (f) Phase Four B: New Hospital Water Service
- (g) Phase Five: Demolition of Existing 801 East Men's Shelter at Parcel 2
- (h) New Hospital Sitework/Ambulatory Pavilion and Offices at Parcel 2
- (i) Phase Seven A: New Hospital Tower and Main Building at Parcel 2
- (j) Phase Seven B: New Hospital Parking Garage at Parcel 2



(k) Phase Eight A: 13<sup>th</sup> Street Remaining Infrastructure

**C.3.16 Reimbursables:**-costs and charges incurred by the PM for a variety of items for which the architect must pay, directly attributable to a project. Typically include Mileage, Food during Travel, Air Travel, Hotel, Rental Car, Parking, Computer Plotting/printing, Photocopies, Courier Services (UPS/FedEx, etc.), US Mail, and other expenses due to their performance of duties on a particular project.

**C.3.17 Specifications** - The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

**C.3.18 Subcontractor** - Any person, natural or legal, to whom the PM or General Contractor delegates performance of any portion of the Project required by the Contract. The term “Subcontractor,” used without a qualifier, shall mean a subcontractor in direct privity with the PM or General Contractor. “Subcontractors at all tiers” shall mean not only those Subcontractors in direct privity with the PM or the General Contractor, but also those performing Work pursuant to sub-subcontracts, sub-sub-subcontracts, and so on. “Subcontractors” shall include both those who are retained to perform labor only and those who are retained both to perform labor and to supply material or equipment. “Subcontractors” shall also include design professionals who are not the PM or the General Contractor’s employees and to whom the General Contractor delegates any part of its responsibilities under the Contract, except that references to “trade Subcontractors” shall exclude design professionals.

**C.3.19 Substantial Completion** - Substantial Completion shall have the meaning as described in the applicable Project agreement.

**C.3.20 Substantial Completion Dates** - The dates established in an Agreement by which the General Contractor shall achieve Substantial Completion. The Substantial Completion Dates may be modified only by Change Order or Change Directive in accordance with the Agreement.

**C.3.21 Schematic Design** - The basic goal of the Schematic Design phase is to establish the shape and size of the building with some basic plans of the spaces including owner requirements, programming, and zoning and building code issues. Schematic Design often produces rough drawings of a site plan, floor plans, elevations and often illustrative sketches or computer renderings.

**C.3.22 Work** - The term “Work” refers to any and all work done in performance of the services necessary to complete, at any and all phases of the Agreement, to Fully Complete the Project.

## **C.4 BACKGROUND**

The redevelopment of the St. Elizabeths East Campus offer the opportunity to improve the quality of life with the District of Columbia. The 180-acre campus, comprised partly of a former mental health hospital complex, is one of the largest redevelopment sites within the District. Its

unique setting could offer over five million square feet of mixed-use development. This redevelopment will enhance Ward 8 surrounding area.

The original hospital was established by the United States Congress in the 1850s. Both East and West campus were added to the National Register of Historic Places in 1979, then designated a National Historic Landmark in 1990 and declared a local Historic District in 2005. In 1987, the Federal Government transferred the 180-acre East Campus to the District of Columbia. In 2004, the General Services Administration (GSA) assumed control of the West campus and in 2007 US Department of Homeland Security consolidated their operations.

The north Parcel 1 is referred to as the Farm Complex, which is comprised of the historic horse barn and dry stable. The farm complex was purchased by the Saint Elizabeth hospital in 1869, which is linked to the agricultural history of the area. The Dry Barn, Building 82 was built in 1884 and the Horse Barn, Building 83 was built in 1902. Both Staff Residence buildings, 8 and 9 were built in 1888. All four of these buildings are the oldest on the East Campus. Parcel 1 is 6.6 acres in size, and according to the St Elizabeth East Master Plan the recommended floor to area ratio (FAR) is 0.25.

Parcel 2 currently houses the 801 East Men's Shelter on the southeast corner and is the FEMA site formerly referenced in the St. Elizabeth East Master Plan but will be the future site of Phases 6, 7A and 7B.

## **C.5 REQUIREMENTS**

The PM shall provide program management support services to the District during the planning, design-management, construction-management and control, commissioning, and occupancy planning of the following Project phases, including but not limited to, associated work required for each phase. The PM shall ensure the Project, when completed, meets the technical, economic, and programmatic needs of the District.

### **C.5.1 PROJECT PHASES**

The PM shall, upon receipt of the written Notice to Proceed Project from the CO, provide the support services for the following phases of the Project . The Contractor shall provide at a minimum the following:

#### **C.5.1.1 Phase One A: New St. Elizabeths East Men's Shelter at Parcel 2**

**As mentioned this Phase is not included in the PM's SOW. This information is provided for reference only.** This new shelter will be a 85,000 square foot multi-story facility, maximum 90 foot building height, and is envisioned as a 375-bed facility to house five discrete programs: 1) Working/Employment; 2) Seniors/Medically Frail/Medical Respite; 3) Health Clinic; 4) Low Barrier; and 5) Daytime Service Center. Design effort should be complete by September 2019, phased construction may begin in October 2019 and will be complete in February 2021.

**C.5.1.2 Phase One B: Existing St. Elizabeth East Horse Stable/Barn Stabilization at Parcel 1**

Provide required renovation/structural stabilization to stabilize the Dry Barn, Building 82 and Horse Barn/Stable, Building 83. The PM shall in addition to the requirements discussed in Section C.5.2 provide or coordinate the following tasks:

- (a) Coordinate the release of the Design-Build package through Contract & Procurement RFP process
- (b) SHPO staff review prior to formal submission
- (c) CFA staff review prior to formal submission
- (d) WMATA approvals
- (e) DCRA permitting including DDOT approval

**C.5.1.3 Phase Two: Parking Garage at Parcel 6**

**C.5.1.3.1** The 800-space parking garage to be located on south side of Parcel 6. The garage will serve as temporary parking for the Entertainment Sports Arena with a future use to include parking for residential developments planned for the immediate vicinity. It will also replace the Dorothea Dix surface temporary parking lot that is scheduled under Phase 5 with the demolition of the existing 801 East Men's Shelter.

**C.5.1.3.2** Contained within the 800 parking spaces of the multi-level parking structure, approximately 100 future spaces will be Electric Vehicle (EV) Charging Stations. Twenty percent (20 spaces) of the EV Stations will be ready immediately, with the balance as the demand grows. The Project will also include ADA Public Restrooms, ADA Elevators and enclosed stairs, integrated parking management and revenue collection system served by solar powered self-pay debit/credit card kiosks, security office. The design will also accommodate future residential stacked housing above.

**C.5.1.3.3** The anticipated delivery method is design-build. Bridging documents containing preliminary civil concept package, Phase 1 ESA, geotechnical report, garage footprint, survey, Project programming and outline specifications are being prepared by Jacobs Engineering. The PM shall in addition to the requirements discussed in Section C.5.2 provide or coordinate the following tasks:

- (a) Coordinate the release of the Design-Build package through Contract & Procurement RFP process
- (b) SHPO staff review prior to formal submission
- (c) CFA staff review prior to formal submission
- (d) WMATA approvals
- (e) DCRA permitting including DDOT approval
- (f) Fly Ash removal/abatement prior to construction
- (g) Coordinate with DOEE predesign review meeting (PDRM)

**C.5.1.4 Phase Three A: Campus Microgrid System**

**C.5.1.4.1** Campus will utilize a community microgrid (otherwise known as a milligrid). This system needs to be coordinated with District Agencies and designed to incorporate traditional utility infrastructure and must comply with existing utility codes. The microgrid system may include the following components:

- (a) Canopy solar PV system
- (b) Fuel cell
- (c) Natural Gas generator
- (d) Lead-acid battery bank
- (e) Hot and cold thermal storage
- (f) Adsorption chiller

**C.5.1.4.2** The PM shall in addition to the requirements discussed in Section C.5.2 provide or coordinate the following tasks:

- (a) Coordinate the release of the Design-Build package through Contract & Procurement RFP process
- (b) Pepco approvals
- (c) WMATA approvals
- (d) DCRA permitting including DDOT approval
- (e) Fly Ash removal/abatement prior to construction
- (f) Coordinate with DOEE predesign review meeting (PDRM)

**C.5.1.5 Phase Three B: Pecan Street Infrastructure**

Proposed new road construction to include utilities, new outfall in ravine to Suitland Parkway, demolition of existing water tank, and disconnection of existing 14" waterline. The PM shall, in addition to the requirements discussed in Section C.5.2, provide or coordinate the following tasks:

- (a) FAA approval to remove existing elevated water storage tank
- (b) Coordinate wetland permitting with US Corps of Engineer required for storm and sanitary outfalls
- (c) Storm and sanitary modeling
- (d) WMATA geotechnical permitting
- (e) DCRA permitting including DDOT approval
- (f) Fly Ash removal/abatement prior to construction
- (g) Coordinate with DOEE predesign review meeting (PDRM)
- (h) Traffic signal study at intersection of MLK & Pecan Street
- (i) Coordinate the release of the Design-Build package through DGS Contract & Procurement RFP process
- (j) Manage planning/design/construction/closeout phases

The anticipated delivery method is design-build. Bridging documents containing DC Water CAD computer flow model update for water system, geotechnical report, testing for contaminated soils, preliminary plans including new DDOT specifications and detail are being prepared by Jacobs Engineering.

#### **C.5.1.6 Phase Four A: 13th Street Infrastructure**

The proposed new road construction for 13<sup>th</sup> Street and Cherry Street to include utilities and relocation of substation. The PM shall, in addition to the requirements discussed in Section C.5.2, provide or coordinate the following tasks:

- (a) Release Design-Build package through DGS Contract & Procurement RFP process
- (b) PEPCO regarding substation relocation
- (c) DCRA permitting including DDOT approval
- (d) DOEE permitting

The anticipated delivery method is design-build. Bridging documents containing, geotechnical report, testing for contaminated soils, preliminary plans including new DDOT specifications and detail are being prepared by Jacobs Engineering.

#### **C.5.1.7 Phase Four B: New Hospital Water Service**

Water service infrastructure from existing St. Elizabeth Hospital water tower to new hospital, southwest portion of Parcel 2. The PM shall, in addition to the requirements discussed in Section C.5.2, provide or coordinate the following tasks:

- (a) Release Design-Build package through DGS Contract & Procurement RFP process
- (b) Produce 3D water service utility modeling
- (c) Fully coordinate with DC Water
- (d) Hydraulic analysis of new water service
- (e) DCRA permitting
- (f) DOEE permitting

The anticipated delivery method is design-build. Bridging documents containing, geotechnical report, testing for contaminated soils, preliminary plans/details and performance specifications are being prepared by Jacobs Engineering.

#### **C.5.1.8 Phase Five: Demolition of Existing 801 East Men's Shelter at Parcel 2**

Demolish existing 801 East Men's Shelter, approximately a 33,000 sf building. Safely remove any hazardous materials before RAZE activities. Any and all foundations shall be removed below grade to prepare site for Phase 6 activities. The anticipated delivery

method is design-build. The PM shall, in addition to the requirements discussed in Section C.5.2, provide or coordinate the following tasks:

- (a) Complete Hazardous Materials Report prior to RFP
- (b) Coordinate the release of the Design-Build package through DGS Contract & Procurement RFP process
- (c) SHPO staff review prior to formal submission
- (d) CFA staff review prior to formal submission
- (e) DOEE permitting and preconstruction meeting for Stormwater Management
- (f) DCRA RAZE permitting
- (g) Coordinate utility shutoff letters for RAZE permit

**C.5.1.9 Phase Six: New Hospital Sitework/Ambulatory Pavilion and Offices at Parcel 2**

**As mentioned this Phase is not included in the PM's SOW. This information is provided for reference only** Develop remaining Parcel 2 site grading for hospital location and new 230,000 square foot Ambulatory Care center and professional services office building, up to 4-stories. Ambulatory Care Pavilion and Offices (ACPO) building will maintain frontage along MLK SE. New substation and power services or Central Utility Plant.

**C.5.1.10 Phase Seven A: New Hospital Tower and Main Building at Parcel 2**

**As mentioned this Phase is not included in the PM's SOW. This information is provided for reference only** The Hospital Tower and approximately 250,000 square foot Main Building will provide core diagnostic and treatment 150-bed facility to serve residents of Ward 7 and 8 and surrounding District needs. The Hospital will provide medical imaging, emergency department, and surgical services.

**C.5.1.11 Phase Seven B: New Hospital Parking Garage at Parcel 2**

**As mentioned this Phase is not included in the PM's SOW. This information is provided for reference only.** The 800-space multi-level parking structure parking garage to be located on southeast corner of Parcel 2. It will also provide approximately 100 future spaces will be Electric Vehicle (EV) Charging Stations. 20 percent (20 spaces) of the EV Stations will be ready immediately, with the balance as the demand grows. The Project will also include integrated parking management and revenue collection system served by solar powered self-pay debit/credit card kiosks, security office.

**C.5.1.12 Phase Eight A: 13<sup>th</sup> Street Remaining Infrastructure**

Proposed new road construction for remaining portion of 13<sup>th</sup> Street from Cherry Street to Alabama Street and complete Congress Heights Metro circulation improvements to include roadway for WMATA buses, cars, Kiss N' Ride parking lot and pedestrians. New entrance to the existing St. Elizabeths Psychiatric Hospital, relocate existing guard house

and relocate gate system. The PM shall, in addition to the requirements discussed in Section C.5.2, provide or coordinate the following tasks:

- (a) Coordinate the release of the Design-Build package through DGS Contract & Procurement RFP process
- (b) PEPCO regarding substation relocation
- (c) DCRA permitting including DDOT approval
- (d) DOEE permitting

The anticipated delivery method is design-build. Bridging documents containing, geotechnical report, testing for contaminated soils, preliminary plans including new DDOT specifications and detail are being prepared by Jacobs Engineering.

## **C.5.2 PROGRAM MANAGEMENT SUPPORT SERVICES**

### **C.5.2.1 Planning Phase**

The Program Manager shall perform the following tasks during the Planning Phase of the Project:

- C.5.2.1.1 Master Project Schedule:** Develop and maintain the Master Project Schedule (MPS) using commercially available Critical Path Method (CPM) software. This MPS shall specify the proposed starting and finishing Milestone dates of each design and construction phase and the dates by which the design and construction activities must be completed. The MPS shall be expanded to add and track sub-tasks to be performed by other contractors. The PM shall ensure the MPS is a fully comprehensive schedule reflecting all significant activities required to deliver the Project through occupancy and close out.
- C.5.2.1.2 Master Project Budget:** Develop a detailed preliminary Master Project Budget (MPB) for the Project. The MPB is intended to capture all Project elements/categories and serve as reporting tool and enable control of all Project costs.
- C.5.2.1.3 Risk Management Planning:** Develop a detailed assessment of general and specific Project risks. Provide commentary and management plan components to deal with risks, and a quantitative assessment where required.
- C.5.2.1.4 Monthly Status Reports:** Develop and issue monthly status reports per Project to include all items described in Section C that require a monthly status report.
- C.5.2.1.5 Management Information System:** Implement a Management Information System (MIS) to facilitate communication between the District, PM, and design and construction contractors and other parties involved with the Project. Create and maintain an accurate and complete electronic record-keeping system.

**C.5.2.1.6 Meetings:** Arrange and attend meetings as may be required. At a minimum, meet monthly with A/E and District staff to review progress, required actions and decisions, and prepare record of each meeting.

**C.5.2.1.7 Quality Assurance and Quality Control Plan:** Create a Quality Assurance and Quality Control Plan (QA/QC) that includes a description of the Program Manager's methods and procedures for ensuring that each aspect of the Project is subject to appropriate checks and balances, including the PM's personnel and subcontractors as appropriate. The QA/QC plan shall also include a description of the minimum requirements for the QA/QC plans to be implemented by the design and construction awardees.

## **C.5.2.2 Design Management**

The PM shall perform the following tasks during the Design Phase to ensure the Project is well designed by the A/E within budget requirements.

**C.5.2.2.1 Design Reviews:** Perform design and constructability reviews of the Program, 15%, 35%, 65%, 95% and 100% design submissions, as requested by the COTR and maintain the logs. Review each submission and advise the COTR if the A/E fails to submit any of the required deliverables. Review each submission for constructability, clarity, consistency and coordination and verify that it complies with the approved program and regulatory requirements identified for the Project. Collect and consolidate comments from all parties into electronic format or as directed by the COTR. Coordinate review conferences to reconcile A/E responses. Each design review shall include a back check of previous stage reviewed comments to ensure that comments have been adequately addressed.

**C.5.2.2.2 Cost Estimating:** Review all A/E cost estimates to make reasonably certain that they are accurate and that the Project can be completed within funds available. Provide Independent Estimates of the 15%, 35%, 65%, 95% and 100% design submissions, as requested by the Contracting officer's Technical Representative (COTR). Estimates shall be unit price for all disciplines in a format comparable to the A/E estimate. Facilitate a cost review meeting to discuss and resolve differences between the A/E and Program Manager estimates (or estimate reviews) and work with the A/E to establish a reconciled estimate. Verify that all construction work, including all appropriate General Condition items, is included in the construction contract; advise the A/E of any missing work.

**C.5.2.2.3 Value Engineering:** Conduct value engineering workshops following the 15% and 35% submissions, or as requested by the COTR. Include technical reviewers and cost estimators and develop recommended cost saving ideas with estimated savings for approval by the COTR. Provide timely advice to the A/E on cost reducing alternatives which can be employed without impairing the overall quality level and timely completion of the Project. Monitor and analyze the bidding climate and make recommendations to the A/E to take advantage of market conditions.



- C.5.2.2.4 Cost Control and Reporting:** Monitor the status of the budget for the entire Project including design, construction, Program Manager costs, and any other Project-associated costs, including development and implementation of a contingency management/tracking tool. Update all budget cost categories as necessary to maintain an accurate cost picture for the Project. Provide in the written monthly reports to the District a comparison of budgeted costs with current cost estimates. Advise the COTR immediately whenever a cost category estimate is tending to exceed funds budgeted.
- C.5.2.2.5 Schedules:** The initial design schedule will be prepared by the A/E and incorporated into the master schedule by the Program Manager subject to the approval of the A/E schedule by the COTR. The Program Manager shall submit recommendations for acceptance or rejection of the A/E's schedule to the COTR. Working with the parties involved, update the master schedule monthly. If necessary, add additional or elaborate on original activities to ensure complete understanding by all involved parties of activities to be accomplished in a timely manner.
- C.5.2.2.6 Meetings:** Attend all design progress meetings with the A/E and other firms/individuals involved with the Project, as an advisor to the District. Take an active role in all discussions, with special emphasis on procedures, progress, problems, scheduling, and other necessary matters. At a minimum, meet monthly with District staff to review progress, required actions and decisions and prepare and distribute a record of each meeting within three (3) days of meeting.
- C.5.2.2.7 A/E Contract Administration:** Log in and review all proposals for changes or amendments to the A/E contract; submit an analysis of the request and a recommended course of action to the COTR and CO. Review all requests for payment submitted by the A/E and recommend revisions and/or payment.
- C.5.2.2.8 Design Interfacing:** Carefully review design documents to ensure that all building requirements will be covered in the separate contracts for procurement of long lead items, the separate construction contracts, and General Condition items without duplication or overlap, sequenced to ensure completion of all work by the time required under the provisions of this contracts. Particular attention shall be given to ensuring that each bid package clearly identifies what work is included in that particular separate contract.
- C.5.2.2.9 Approvals by Regulatory Agencies:** Work with the COTR and A/E to identify any required regulatory approvals and coordinate transmittal of documents to regulatory agencies, track and monitor progress and notify the COTR of any potential problems or schedule delays. As requested, assist in the preparation for, and participate in, hearings and presentations to facilitate approvals. This includes, but not limited to, DCRA, DOH, Zoning, NCPC and CFSA.
- C.5.2.2.10 Bid Strategy Planning:** Work with the COTR and the A/E firm to develop bidding strategy planning by developing contract bid options, allowances and deduct alternates to allow de-scoping if needed of construction bids.

**C.5.2.2.11 Reporting:** Provide written monthly reports to the COTR documenting progress, budget, schedule, and required actions and decisions in the form established during the planning phase.

**C.5.2.2.12 Outreach Effort:** Support the District's outreach effort by assisting in the development of presentation materials to community and District. Participate in outreach meetings and activities as directed by the COTR.

### **C.5.2.3 Construction Management and Control**

The PM shall provide support services to ensure the construction work is performed in conformity with applicable requirements and is completed on or before the required completion date.

#### **C.5.2.3.1 Bidding Phase**

The Program Manager shall perform the following task during the Bidding Phase for each project:

**C.5.2.3.1.1 Construction Contract Solicitation:** Participate in pre-bid conferences with prospective bidders and assist in responding to technical questions from prospective bidders, including preparation, packaging and issuance of bid amendments, addendums and logging of and managing the bidders' questions/answers. Also, assist the District in the pre-bid planning outreach for the Project to ensure that the Project is advertised in national and construction outlets.

#### **C.5.2.3.2 Construction Phase**

The Program Manager shall perform the following task during the Construction Phase:

**C.5.2.3.2.1 On-site office:** Furnish and maintain an on-site office for the duration of the construction phase. The PM shall be provided with telephone and utility services (including connections) by the District at no expense to the PM. The on-site office shall at a minimum contain furnished offices as required for the PM staff, a conference room with capacity to seat a minimum of 20 people, two 120 square feet offices for the District staff, a 120 square feet office for temporary/visitor staff use, a plan desk work area sufficient to contain all the contract documents, toilet rooms and a kitchenette with a refrigerator and a microwave. The PM shall provide a full size scanning copier capable of making all regular sizes of copies including 11" x 17" with reduction and enlargement capabilities; and a high speed fax machine and all computers, printers and other equipment as required for its own staff. The PM shall be responsible for the selection, renting, furnishing, installation, maintenance, cleaning, fencing, security, insurance, removal, and all supplies for its construction office.

**C.5.2.3.2.2 Phase Transition:** Oversee the transition between design and construction, including logging and monitoring Requests for Information (RFIs) submitted by the General Contractor (GC), the architect's associated responses, incorporation thereof in the contract documents, and any associated clarifications requested by the GC in commencing his buyout and submittal process.

- C.5.2.3.2.3 Team Meeting Leadership:** Lead regularly scheduled Project meetings with members of the Project Delivery Team for the purpose of continually assessing the Project status and to ensure conformity with Project costs, schedule, and performance goals. Prepare and distribute minutes of all such meetings within three (3) days of meeting. Attend and actively participate in GC trade pre-construction and other coordination meetings as necessary and appropriate.
- C.5.2.3.2.4 Schedule Management:** Log in and review the GC's initial cost loaded CPM schedule submittal and forward it to the COTR with comments and a recommendation of approval or rejection. The PM shall review the CPM to ascertain whether (1) it includes as many activities as necessary to make the schedule an effective tool for planning, scheduling, monitoring and coordinating the work and for making progress payments, (2) it complies with the major milestones of the master schedule, and (3) it complies with the scheduling requirements of the construction contract(s) and (4) the cost of each item is accurate and cost schedule is not "front-end loaded." Receive and review GC monthly schedule updates and recommend appropriate action. Update master schedule to coincide at all times with the current GC CPM schedule update.
- C.5.2.3.2.5 Cost Management:** Actively manage all aspects of costs during the construction phase. Update all budget cost categories as necessary to maintain an accurate cost picture for the Project. Provide in the written monthly reports to the COTR a comparison of budgeted costs with current cost estimates. Advise the COTR immediately whenever a cost category estimate is tending to exceed funds budgeted. Monitor RFIs and submittals for developments which could develop into future requests for change orders. Validate all requests for change with existing contract scopes to make certain that the District receives everything contracted for under the base contracts. Review all change proposal requests; provide cost and/or time analyses, and make recommendations for revision or approval.
- C.5.2.3.2.6 Quality Control, Monitor, Analyze and Recommend:** Continually monitor and analyze the ongoing construction effort, focusing on conformity with Project quality, cost and schedule requirements. Prepare daily inspection reports for each discipline within five (5) days of inspection. Implement other on-site processes and procedures as needed for quality control, including but not limited to Request for Information (RFI)'s, Notice of Non-Compliance (NONC) and Incomplete & Deficient Work (IDW).
- C.5.2.3.2.7 Inspections Assistance:** Assist the A/E in monitoring work in place relative to compliance with contract documents and corrective action resulting from inspections. Ensure the A/E teams are performing appropriate on-site inspections and review their reports relative to non-compliant work and corrective actions by the GC. Ensure that all non-compliant work identified during the construction of the Project has been corrected prior to substantial completion. Assist the A/E in developing an appropriate punchlist of outstanding items to be corrected at the time of substantial completion. Monitor the completion of punchlist items by the GC.
- C.5.2.3.2.8 Manage Information Flow:** Monitor timely responses from the Project Delivery Team to the GC's Request for Information (RFI). Monitor the time of submission and the processing of shop drawings, samples and other separate contractor submittals. If submittals and/or responses are not being received in a timely manner, the PM shall

ascertain the reason therefore, make recommendation to the COTR and CO, and take such action as may be deemed appropriate to eliminate lags delays.

- C.5.2.3.2.9 Requests for Payment:** Review all applications for payment submitted by the A/E, contractors, and GC, and make recommendations for revisions and/or payment. Review the GCs' as-built drawings to ensure that they are accurate and updated prior to approval of the monthly payment.
- C.5.2.3.2.10 Safety:** Review the safety program developed by the GC and monitor compliance by the GC with all contractual safety requirements. Cooperate with officials of other agencies (Federal and/or local) who are vested with authority to enforce requirements of the Occupational Safety and Health Act of 1970.
- C.5.2.3.2.11 Approvals by Regulatory Agencies:** Coordinate any required regulatory submissions, payments, and inspections. Track and monitor progress and notify the District of any potential problems or schedule delays, and provide recommendations for mitigating related imports. At the request of the District, the Contractor shall hire a Third-Party Inspector, licensed in the District of Columbia (a list of licensed individuals and companies and the application for licensing is available on the website of DCRA at [dcra.dc.gov](http://dcra.dc.gov)), to perform inspection services required for obtaining Certificate of Occupancy.
- C.5.2.3.2.12 Reporting:** Provide to the COTR written monthly reports documenting progress, budget, schedule, and required actions and decisions in the form established during the planning phase.
- C.5.2.3.2.13 Record Keeping:** Maintain at the job site on a current basis records of all contracts; all change orders and documents related thereto; all records relating to shop drawings, samples, purchase, materials, equipment, correspondence, daily diary, and all other records related to this contract and construction work. Maintain records in electronic format to the extent possible and practical. Deliver these records to the COTR prior to final payment under this contract. Maintain a detailed daily diary of all events that occur at the job site which affect, or may be expected to affect Project progress and recommend solutions. Take digital photos of construction progress on a weekly basis at a minimum and problems areas on an as-needed basis. Effectively label, log, and file photographic records.
- C.5.2.3.2.14 Labor Standards:** Assist the COTR in the enforcement of Labor Standards Provision of the construction contract(s). Interview employees of the construction contractor(s) and subcontractor(s) for proper classification and rate of pay as required by regulations issued by the Department of Labor implementing construction labor standards (29 CFR Part 5). Observe and report to the COTR any disproportionate number of laborers, helpers, and apprentices to journeymen. Review all construction contractor payrolls after receipt from the construction contractor; prepare letter for the COTR's signature informing contractor of violations and corrective action to be taken; maintain a suspense system on all violations until resolved. Assist the District in reporting to DOES.

- C.5.2.3.2.15 Subcontractor Plans:** Monitor GC's compliance with Local, Small, and Disadvantaged Business Enterprises (LSDBE) requirements, subcontracting plans and other contract requirements.
- C.5.2.3.2.16 Claims:** Whenever any claim arises under or out of any construction or separate procurement contract awarded by the District in furtherance of this Project, the PM shall diligently render all assistance which the District may require, including the furnishing of reports with supporting information necessary to resolve the dispute or defend against the claim, participation in meetings or negotiations with the claimant or its representatives, preparation of cost/time analysis, appearance before Contract Appeals Board or court of law, and other assistance as may be appropriate. Should litigation support services be required, a separate task order will be negotiated based on the same hourly rates specified under this contract.
- C.5.2.3.2.17 Operational Planning:** Assist the District in the development of a consolidated maintenance contract solicitation to be bid and awarded prior to occupancy. Ensure that such solicitation will capture the specifics of this Project.

#### **C.5.2.4 Commissioning and Occupancy**

The PM shall perform at a minimum, the following tasks during the Commissioning Phase:

- C.5.2.4.1 Occupancy Plan:** Develop a detailed transition management and construction contract closeout plan, schedule and detailed checklist and assign responsibilities and deadlines to Team members at a minimum 90 days before substantial Completion of the Project.
- C.5.2.4.2 Commissioning:** Coordinate the commissioning activities of the GC, A/E, District Government personnel, and commissioning contractor. Monitor initial start-up and testing of all HVAC systems for the Project and all other base building systems and/or central plant, to confirm compliance with design and performance specifications, and supervise the building start-up and initial system operations and coordinate any adjustments or modification to such systems.
- C.5.2.4.3 Turnover:** Monitor and confirm compliance of all Project turnover requirements including commissioning, record documents, and training. Schedule and monitor all product and equipment demonstrations and training. Organize, review for completeness, and deliver to District all closeout documents including as-built drawings, warranties, preventative maintenance plans, final lien releases, etc. and obtain, summarize, and collate all manufactures' warranties in both original hard copy and electronic formats. Coordinate, check, and monitor the delivery and storage of raw materials, parts, and supplies as directed by the COTR.
- C.5.2.4.4 Punchlists:** Coordinate, review, and ensure the completeness of all punchlists prepared by A/E for finalizing the work; monitor the GC to ensure the satisfactory completion of the punchlists.
- C.5.2.4.5 Construction Contract Close-out:** Review and consult with CO and COTR any final Project claims and proposed final change orders and closeout of all contracts. Coordinate

and effect release of any sureties, bonds, the refund of any deposits posted or the release and/or reduction of any letters of credit.

- C.5.2.4.6 Warranty:** Establish the process and coordinate performance of warranty work. Develop a master spreadsheet that captures all building components, their warranty period along with their contact information. Coordinate performance of warranty and defective work for a period of one year following substantial completion, or within the period permitted by the contract. The contractor shall update the master warranty sheet monthly.

### **C.5.3 PERSONNEL**

#### **C.5.3.1 Key Personnel**

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty (30) calendar days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. The offeror shall not reassign these key personnel or appoint replacements, without written permission from the Contracting Officer. The Key Personnel include the following:

- (a) Principal/Construction Executive
- (b) Project Manager
- (c) Quality Control Superintendent
- (d) Civil Inspector (Infrastructure/Utilities)
- (e) Scheduler
- (f) Cost Estimator

#### **C.5.3.2 Other Personnel**

The PM shall provide sufficient personnel to meet the demands of the Project and qualified in the planning and execution of large, technically complex laboratory construction Projects. Personnel shall include but not be limited to professional design/engineering personnel, Project managers, Project management control system managers, construction estimators, construction Critical Path Method (CPM) schedulers and construction inspectors. Program Management personnel assigned to this Project shall be dedicated to the Project and during the Construction Phase located in Program Manager provided office space on the Project site. Design reviews, cost estimating and other relevant PM personnel shall be located in the Program Manager's office within a 20 mile radius of the District.

### **C.5.4 PM OFFICES**

The PM shall maintain the following offices during the performance of the contract

#### **C.5.4.1 On-site Office – See Section C.5.2.3.2.1**

#### **C.5.4.2 Off Site Office**

The PM shall maintain an office off site within 20 mile radius of the District for design reviews, cost estimating and other relevant PM personnel.

**C.5.5 PROJECT MANAGEMENT PLAN**

The PM shall provide a Project Management Plan to document the PM's policies, procedures and protocols to successfully perform the contract's requirements. The Project Management Plan shall address at a minimum the Program Management Support Services described in C.5.2, and other services required to successfully complete the PM's requirements

**C.5.6** The PM shall not be responsible for the following:

**C.5.6.1** Design deficiencies, provided that the Program Manager has reviewed the design during its development, has taken all reasonable measures to identify defects of commission or omission in the design, has advised the District with respect to defects identified, and has taken all reasonable precautions to ensure that the construction contract bid package is complete.

**C.5.6.2** Defective completion of construction, provided that the Program Manager exercised all due diligence, utilizing fully qualified and competent personnel within authorized limitations, to make reasonably certain that construction was performed in conformity with applicable construction contract plans and specifications, and made all reasonable efforts to keep the GC on schedule.

**C.5.6.3** Schedule overruns, provided that the Program Manager has taken all reasonable measures to anticipate problems and delays and to eliminate or minimize their adverse impact on completion of construction by the scheduled construction completion date.

**C.5.6.4** With the exception of General Condition Items contracted for by the PM, the PM shall not be responsible for, and shall not have control or charge of, construction means, methods, techniques, sequences or procedures; safety programs or procedures; or for acts or omissions of other contractors or their subcontractors, agents or employees, or any other person performing any of the work.

**SECTION D**  
**PACKAGING AND MARKING**

Not Applicable



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

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

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

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

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

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

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

- F.2.1** The Department may extend the term of this Contract for a period of four (4) one-year option periods (each, an “Option Period”), or successive fractions thereof, by written notice to the Contractor before the expiration of the Contract; provided that the Department will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Department to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of the Option Period. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the Contract.
- F.2.2** If the Department exercises an Option Period, the extended Contract shall be considered to include this option provision.
- F.2.3** The price and cost for the Option Periods shall be as specified in the Section B of the Contract.
- F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

### **F.3 DELIVERABLES**

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

<b>No.</b>	<b>Solicitation Reference</b>	<b>Deliverable</b>	<b>Due Date</b>
1	C.5.2.1.1	Master Project Schedule	1 <sup>st</sup> of Every Month
2	C.5.2.1.2	Master Project Budget	1 <sup>st</sup> of Every Month
3	C.5.2.1.3	Risk Management Plan	15 <sup>th</sup> of Every Month
4	C.5.2.1.4	Monthly Status Report	15 <sup>th</sup> of Every Month
5	C.5.2.1.7	Quality Assurance Control Plan	15 <sup>th</sup> of Every Month
6	C.5.2.2.1	Design Reviews (per project)	Per Master Project Schedule
6a	C.5.2.2.1	15%	Per Master Project Schedule
6b	C.5.2.2.1	35%	Per Master Project Schedule
6c	C.5.2.2.1	65%	Per Master Project Schedule
6d	C.5.2.2.1	95%	Per Master Project Schedule
6e	C.5.2.2.1	100%	Per Master Project Schedule
7	C.5.2.2.2	Cost Estimating (per Project)	Per Master Project Schedule
7a	C.5.2.2.2	15%	Per Master Project Schedule
7b	C.5.2.2.2	35%	Per Master Project Schedule
7c	C.5.2.2.2	65%	Per Master Project Schedule
7d	C.5.2.2.2	95%	Per Master Project Schedule
7e	C.5.2.2.2	100%	Per Master Project Schedule
8	C.5.2.2.3	Value Engineering (per Project)	Per Master Project Schedule
8a	C.5.2.2.3	15%	Per Master Project Schedule
8b	C.5.2.2.3	35%	Per Master Project Schedule
9	C.5.2.2.4	Cost Control and Reporting	See Monthly Progress Report

<b>No.</b>	<b>Solicitation Reference</b>	<b>Deliverable</b>	<b>Due Date</b>
10	C.5.2.2.5	Initial and Updated Design Schedules	See Monthly Progress Report
11	C.5.2.2.6	Meeting Minutes	Within three (3) days of meeting
12	C.5.2.2.7	A/E Services Contract Administration	As Needed
13	C.5.2.2.12	Outreach Presentation Materials	5 days before meeting
14	C.5.2.3.1.1	Response to Design-Build Solicitations (per Project)	Within 3 days of RFI or questions
15	C.5.2.3.2.3	Team Leadership Meeting Minutes	Within 3 days after meeting
16	C.5.2.3.2.4	Schedule Management	See Monthly Report
17	C.5.2.3.2.5	Cost Management Support (Monthly)	See Monthly Report
18	C.5.2.3.2.6	Daily Inspection Reports	5 days after visit
19	C.5.2.3.2.9	Request for Payment	25 <sup>th</sup> of month
20	C.5.2.3.2.12	Monthly Report (Construction)	See Monthly Report
21	C.5.2.3.2.13	Record Keeping	On-going
22	C.5.2.3.2.16	Claims information	As Needed
23	C.5.2.4.1	Occupancy Plan (per Project)	90 days before Substantial Completion of Project
24	C.5.2.4.6	Warranty Spreadsheet	1 <sup>st</sup> of every month
25	C.5.5	Project Management Plan	30 days after NTP
26	H.9.3	Subcontractor Agreements	Within 21 days from Award
27	H.9.44	Subcontracting Plan Reporting	Quarterly

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

## **SECTION G: CONTRACT ADMINISTRATION**

### **G.1 INVOICE PAYMENT**

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

### **G.2 INVOICE SUBMITTAL**

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

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

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

#### **G.4 PAYMENT**

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

#### **G.4.2 Partial Payments**

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

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

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

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

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

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

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

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

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

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

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

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

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

**G.6.1.1.1** The date on which payment is due under the terms of the contract;

**G.6.1.1.2** Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

**G.6.1.1.3** Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

**G.6.1.1.4** 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

**G.6.1.2** No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or after:

**G.6.1.2.1** 3<sup>rd</sup> day after the required payment date for meat or a meat food product;

**G.6.1.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

**G.6.1.2.3** 15<sup>th</sup> day after any other required payment date.

**G.6.1.3** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

**G.6.2 Payments to Subcontractors**

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

**G.6.2.1.1** Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or

**G.6.2.1.2** Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:

**G.6.2.2.1** 3<sup>rd</sup> day after the required payment date for meat or a meat product;

**G.6.2.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

**G.6.2.2.3** 15<sup>th</sup> day after any other required payment date.

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

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

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

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

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

Franklin Austin  
Contracting Officer  
Department of General Services  
1250 U Street, 3<sup>rd</sup> Floor  
Washington, DC 20009  
292 728-2128  
franklin.austin5@dc.gov

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

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

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

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

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



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

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

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

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

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

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

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

Jeff Licklider  
Project Manager  
1250 U Street, NW 3<sup>rd</sup> Floor  
Washington, DC 20009  
Office: (202) 727-6813  
Fax: (202) 671-0020  
Email: [jeff.licklider@dc.gov](mailto:jeff.licklider@dc.gov)

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

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

**G.9.4** The PM will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**G.10 PAYMENT FOR REIMBURSEABLE ITEMS AND SERVICES**

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

**G.11 COST REIMBURSEMENT CEILING**

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

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

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

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

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

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

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

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

**H.1.1** For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each Project's labor force:

**H.1.1.1** At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

**H.1.2** The Contractor shall negotiate an Employment Agreement with the Department of Employment Services (DOES) for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

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

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

### **H.3 PREGNANT WORKERS FAIRNESS**

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

**H.3.2** The Contractor shall not:

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

job or to an equivalent position with equivalent:

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

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

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

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

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

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

(a) New employees at the commencement of employment;

(b) Existing employees; and

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

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

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

## **H.4 UNEMPLOYED ANTI-DISCRIMINATION**

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

**H.4.2** The Contractor shall not:

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

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

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

**H.5.1** For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).

**H.5.2** The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

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

**H.5.3** The Contractor shall not begin performance of the contract until its Employment Agreement (Attachment J.3) and Initial Employment Plan (Attachment J.9) has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

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

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

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

**H.5.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

**H.5.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

**H.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in Article 14 of the SCP, Disputes.

**H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

## **H.6 AUDITS AND RECORDS**

**H.6.1** As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

**H.6.2 Examination of Costs.** If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this Contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, offices or other facilities or parts of them, engaged in performing the Contract.

**H.6.3 Cost or pricing data.** If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this Contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to:

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

## **H.6.4 Comptroller General**

**H.6.4.1** The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract or a subcontract hereunder.

**H.6.4.2** This section may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

**H.6.5** **Reports.** If the Contractor is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

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

**H.6.6** **Availability.** The Contractor shall make available at its local office at all reasonable times the records, materials, and other evidence described in clauses H.6.1 through H.6.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the contract, or for any longer period required by statute or by other clauses of this contract. In addition:

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

**H.6.7** The Contractor shall insert a clause containing all the terms of this clause, including this Section H.6.7, in all subcontracts under this Contract that exceed the small purchase threshold of \$100,000, and:

- a) That is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- b) For which cost, or pricing data are required; or
- c) That requires the subcontractor to furnish reports as discussed in Section H.6.5 of this clause.

## **H.7** **ADVISORY AND ASSISTANCE SERVICES**

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

authorized representative of the CO as is necessary to ensure accomplishment of the Contract objectives.

## **H.8 RESERVED**

## **H.9 SUBCONTRACTING REQUIREMENTS**

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

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

### **H.9.2 Subcontracting Plan**



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

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

### **H.9.3 Copies of Subcontracts**

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

### **H.9.4 Subcontracting Plan Compliance Reporting**

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

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

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

### **H.9.5 Annual Meetings**

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

### **H.9.6 Notices**

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

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

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

## **H.10 FAIR CRIMINAL RECORD SCREENING**

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

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

## **H.11 DISTRICT RESPONSIBILITIES**

The District will:

- (a) Provide the PM with telephone and utility services for the on-site office (including connections) at no expense to the PM.
- (b) Provide a written Notice to Proceed for each of the phases/Project.
- (c) Provide contact information for the Jacobs Engineering

## **H.12 CONTRACTOR RESPONSIBILITIES**

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

## **H.13 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

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

## **SECTION I: CONTRACT CLAUSES**

### **I.1 GOVERNING LAW**

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

### **I.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

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

### **I.3 CONTRACTS THAT CROSS FISCAL YEARS**

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

### **I.4 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

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

### **I.5 CONTINUITY OF SERVICES**

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

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

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

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

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

**I.5.2.2** Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to the Contracting Officer's approval.

- I.5.3** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- I.5.4** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- I.5.5** Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract

## **I.6 CONFIDENTIALITY OF INFORMATION**

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

## **I.7 DISPUTES**

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

## **I.8 CHANGES**

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

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

1. Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;
2. Obtains a certification of funding to pay for the additional work;
3. Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
4. Provides the Contractor with written notice of the funding certification.

(c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:

1. Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
2. Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
3. Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.

(d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

## **I.9 TIME**

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

## **I.10 RIGHTS IN DATA**

### **A. Definitions**

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

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

#### **B. Title to Project Deliverables**

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

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

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

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

#### **D. Subcontractor Rights**

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

#### **E. Source Code Escrow**

1. For all computer software furnished to the District with the rights specified in Section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in Section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in Section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in Section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.
3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

#### **F. Indemnification and Limitation of Liability**

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



## **I.11 OTHER CONTRACTORS**

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

## **I.12 SUBCONTRACTS**

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

## **I.13 INSURANCE**

**I.13.1 GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an

Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

- I.13.2 Commercial General Liability Insurance (“CGL”)** - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
- I.13.3 Automobile Liability Insurance** - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- I.13.4 Workers’ Compensation Insurance** - The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
- I.13.5 Employer’s Liability Insurance** - The Contractor shall provide evidence satisfactory to the CO of employer’s liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
- All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.
- I.13.6 Cyber Liability Insurance** - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per

occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

- I.13.7 Professional Liability Insurance (Errors & Omissions)** - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
- I.13.8 Commercial Umbrella or Excess Liability** - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.
- I.13.9 PRIMARY AND NONCONTRIBUTORY INSURANCE.** The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.
- I.13.10 DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- I.13.11 LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

- I.13.12 CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- I.13.13 MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- I.13.14 NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- I.13.15 CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia and mailed to the attention of:

Franklin Austin  
Contracting Officer  
Department of General Services  
1250 U Street, NW 3<sup>rd</sup> Floor  
Washington, DC 20009

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I.13.16 DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

- I.13.17 CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

**I.14 EQUAL EMPLOYMENT OPPORTUNITY**

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

**I. 15 ORDER OF PRECEDENCE**

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

**ORDER OF PRECEDENCE**

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

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions (General Provisions) Supplies and Services Contract, January 2016 Contract attachments other than the Standard Contract Provisions
- (4) RFP, as amended
- (5) BAFOs (in order of most recent to earliest)
- (6) Proposal

**I.17 NON-DISCRIMINATION CLAUSE**

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

## SECTION J ATTACHMENTS

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

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	The Department of General Services Standard Contract Provisions (General Provisions) Supplies and Services Contracts, dated January 2016 (SCP)
<b>J.2</b>	U.S. Department of Labor Wage Determination Number 2015-4281 Revision 13 dated April 25, 2019
<b>J.3</b>	Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85
<b>J.4</b>	Department of Employment Services First Source Employment Agreement
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at
<b>J.7</b>	Tax Certification Affidavit
<b>J.8</b>	DSLBD SBE Subcontracting Plan (if required by law)
<b>J.9</b>	First Source Initial Employment Plan
<b>J.10</b>	Bidder/Offeror Certification Form

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

Bidder/Offeror Certification Form Attachment J.10

## **SECTION L**

### **INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

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

##### **L.1.1 Most Advantageous to the District**

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

##### **L.1.2 Selection of Negotiation Process**

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

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

##### **L.2.1 Delivery or Mailing of Submissions**

Submissions should be delivered or mailed to:

DC Department of General Services  
Contracts & Procurement Division  
Frank D. Reeves Center  
2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor  
Washington, DC 20009  
Attn: George G. Lewis

##### **L.2.2 Submission Identification**

Submissions shall be proffered in a complete original proposal (Technical and Price Proposals); one (1) copy of the Price Proposal; and five (5) copies of the Technical Proposal as outlined below; an electronic copy of the complete original proposal either on USB flash drive or CD-ROM shall also be provided. The Offeror's original Submission shall be placed in a sealed envelope conspicuously marked:

**“Request for Proposal - Program Management Services  
Redevelopment of St. Elizabeths East Campus.”**



### **L.2.3 Proposal Content**

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

#### **L.2.3.1.1 Team Experience and Organization**

**L.2.3.1.1.1** Provide an Organizational Chart listing company key personnel, their titles and roles, other personnel, and subcontractors.

**L.2.3.1.1.2** Describe the support and interface with your home office or corporate headquarters for such aspects as financial, management and technical support.

**L.2.3.1.1.3** Identify the key personnel (Section C.5.3) who will manage the overall Offeror efforts and perform the duties required in this solicitation. Identify which key personnel are employee of the company and which are employees of sub-contractors. Identify any sub-contractors that are certified SBEs. Show key personnel expertise in planning, design-management, construction management and control, commissioning, and occupancy planning.

**L.2.3.1.1.4** Describe the education, training and experience of the key personnel. (A resume may be submitted if it provides this information). For each key personnel, list the relevant projects similar in size and complexity each worked on in the past 5 years. .

#### **L.2.3.1.2 Offeror Professional Qualifications**

**L.2.3.1.2.1** Describe professional qualifications of the Offeror in performing program management and construction management services as described in Section C.5.2. Show experience in planning, design-management, construction management and control, commissioning, and occupancy planning. List all PM awarded projects in the last 5 years and identify the project's relevance and how the experience will assist the Offeror in successfully fulfilling the requirements of the solicitation and resulting contract.

**L.2.3.1.2.2** Discuss the Offeror's strategic Project Management approach based on prior experience and the Offeror's expertise and capacity to provide successful PM services including

planning, design-management, construction management and control, commissioning, and occupancy services planning.

#### **L.2.3.1.3 Past Performance**

Past Performance includes completed and current on-going (present) performance. Do not include price or pricing information in this section.

**L.2.3.1.3.1** Offerors shall provide information to demonstrate successful experience as a successful PM Contractor with emphasis on planning, design-management, construction management and control, commissioning, and occupancy planning. . Offerors shall submit a list of similar project in the past (five) 5 years. Similar project is defined as a project that is comparable in type, size, and complexity.

**L.2.3.1.3.2 Firm's Past Performance:** Past Performance References — Offerors shall provide a list of references for each project listed above including the updated contact information. References are to be an owner or an owner representative. Such information shall, at a minimum, include: company's name and address, point of contact, telephone, email address and type of services provided. Firm past performance shall be submitted for the prime and any subcontractor that will perform aspects of the work as set forth in Section C, "Statement of Work". Highlight a minimum of two but no more than three relevant projects completed by the sub-Contractors within the last five years. The District is not responsible for the accuracy of the contact information provided. This is to obtain an independent evaluation of prior contract performance for use in evaluating Past Performance.

**L.2.3.1.3.3 Key Personnel Past Performance:** Past Performance References — Offerors shall provide a minimum of three (3) references for each key personnel including updated contact information. Identify those that are SBEs. References are to be an owner or an owner representative. Such information shall, at a minimum, include current: company's name and address, point of contact, telephone, email address and type of services provided. The District is not responsible for the accuracy of the contact information provided. Key personnel Past Performance experience may include experience with predecessor companies. Information submitted to satisfy the requirements shall, at a minimum, include: Name(s) of Predecessor Company/Subcontractor or Key Personnel and include: Complete Address and Point of Contact; Telephone, email address, and a brief synopsis of the experience (a resume may be submitted for "Key Personnel") and relevancy to this project.

**L.2.3.1.3.4** Offerors are advised that the District may use all data provided by the Offeror in this volume and data obtained from other sources, to include but not be limited to Government-wide databases, in the development of performance confidence assessments. Past Performance information on contracts not listed by the Offeror, or that of planned subcontractors, may also be evaluated. The District may contact references provided by the Offeror, as well as any other source it identifies, and information received may be used in the evaluation of the Offeror's Past

Performance. While the District may elect to consider data obtained from other sources, the burden of providing current, accurate and complete Past Performance information rests with the Offeror.

**L.2.3.1.3.5** A chart showing the experience that the key team members have working together and how this experience will be used to ensure the successful delivery of the required services

**L.2.3.1.4 Use of Construction Management Technology**

Describe the experience and the capability of your firm and team to use and implement web-based construction management tools and applications. Detail systems used, developed, and implemented at similar sized projects. Include in the description the ability of the technology to monitor and track the required Program Support Services described in C.5.2 for the Master Project Schedule and the Project (Phases). Also describe system functionality and intended benefits to this Project.

**L.2.3.2 Volume 2 Price Proposal**

**L.2.3.2.1** Provide completed pricing sheets from Section-B.3.1 – B.3.6 of this RFP.

**L.2.3.2.2 Price Proposal Attachments**

The Offeror shall complete and provide the following Attachments:

- (a) Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85, Attachment J.3;
- (b) First Source Employment Agreement. Each Offeror shall complete and submit as part of its Price Proposal a First Source Agreement in the form of Attachment J.4 and First Source Employment Initial Plan Attachment J.9;
- (c) Tax Affidavit. Each Offeror must submit a tax affidavit substantially in the form of Attachment J.7. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia Government.
- (d) SBE Subcontracting Plan. Each Offeror shall complete and submit as part of its Price Proposal a Subcontracting Plan in the form of Attachment J.8; and
- (e) Bidder-Offeror Certification Form. Each Offeror shall complete and submit with its Price Proposal the Bidder-Offeror Certification Form attached hereto as Attachment J.10. An Offeror who submits an incomplete or improperly or inaccurately completed Bidder-Offeror Certification Form may be deemed non-responsive.

**L.2.4** Offerors shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

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

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

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

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

#### **L.4.1 Proposal Submission**

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.

#### **L.4.2 Date and Time for Receiving Submissions**

Submissions shall be received in the place identified in Section L.2.1 of this RFP no later than **2:00 P.M. on August 20, 2019**. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

#### **L.4.3 Withdrawal or Modification of Proposals**

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

#### **L.4.4 Late Proposals**

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

#### **L.4.5 Late Modifications**

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

#### **L.5 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question electronically to the Contact Person identified in L.20. The prospective offeror should submit questions no later than **August 8, 2019**. The District may not consider any questions received after **August 8, 2019**. The District will furnish responses via the DGS website. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

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

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

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

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

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

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

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

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

#### **L.8 PROPOSAL PROTESTS**

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board

prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

#### **L.9 UNNECESSARILY ELABORATE PROPOSALS**

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

#### **L.10 RETENTION OF PROPOSALS**

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

#### **L.11 PROPOSAL COSTS**

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

#### **L.12 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.13 to:

Franklin Austin  
Contracting Officer  
Department of General Services  
1250 U Street, NW 3<sup>rd</sup> Floor  
Washington, DC 20009  
Re: Contract Number DCAM-19-CS-RFP-0006

#### **L.13 ACKNOWLEDGMENT OF AMENDMENTS**

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

#### **L.14 BEST AND FINAL OFFERS**

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

#### **L.15 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

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

**L.15.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.15.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

#### **L.16 FAMILIARIZATION WITH CONDITIONS**

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

#### **L.17 GENERAL STANDARDS OF RESPONSIBILITY**

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

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

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;

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

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

## **L.18 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at **12:30PM on Monday, August 5, 2019 at Department of General Services, 1250 U Street, Washington, DC 20009. The conference will be held on the 4<sup>th</sup> Floor at the Capitol Hill Conference Room.** Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.



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

## **L.19 KEY PERSONNEL**

**L.19.1** The District considers the following positions to be key personnel for this contract:

**L.19.2** The offeror shall set forth in its proposal the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

## **L.20 CONTACT PERSON**

The Contact Person for this solicitation is:

James (Jim) H. Marshall  
Senior Contract Specialist  
2000 14<sup>th</sup> Street, NW 8<sup>th</sup> Floor  
Washington, DC 20009  
202 664.0416  
[james.marshall@dc.gov](mailto:james.marshall@dc.gov)

## SECTION M: EVALUATION FACTORS

### M.1 EVALUATION FOR AWARD

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

### M.2 TECHNICAL RATING

#### M.2.1 The Technical Rating Scale is as follows:

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

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

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

### **M.3 EVALUATION CRITERIA**

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

#### **M.3.1 Volume 1 – Technical Proposal 80 Points**

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

##### **M.3.1.1 Team Experience & Organization (Section L.2.3.1.1) 30 Points**

##### **M.3.1.2 Firm Professional Qualifications (Section L.2.3.1.2) 20 Points**

##### **M.3.1.3 Past Performance (Section L.2.3.1.3) 20 Points**

##### **M.3.1.4 Use of Construction Management Technology (Section L.2.3.1.4) 10 Points**

#### **M.3.2 Volume 2 - Price Criterion 20 Points**

The price evaluation will be objective. The Department will evaluate the offerors total proposed Grand Total provided in Section B.3.6. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

Lowest price proposal  
----- x weight = Evaluated price score  
Price of proposal being evaluated

#### **M.3.3 Preference Points 12 Points**

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

#### **M.4 EVALUATION OF OPTION YEARS**

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

#### **M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

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

##### **M.5.1 Application of Preferences**

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

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the DSLBD will receive the addition of three points on a 100-point scale added to the overall score.
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

**M.5.2 Maximum Preference Awarded**

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

**M.5.3 Preferences for Certified Joint Ventures**

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

**M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise**

- M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The CO will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.

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

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

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

**M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT**

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

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

