

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES



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Contracts & Procurement



**REQUEST FOR PROPOSALS**  
**CONSTRUCTION MANAGEMENT SERVICES**  
**DCAM-20-CS-RFP-0024**

**Issue Date: July 21, 2020**

**Pre-Proposal Conference: July 30, 2020 at 11:00AM (Virtual)**

**Due Date for Questions: August 3, 2020**

**Proposal Due Date: August 11, 2020**

<b>SOLICITATION/OFFER/ AWARD</b>		1. Caption <b>Construction Management Services</b>			Page of Pages		
					1	62	
2. Contract Number <b>DCAM-20-CS-RFP-0024</b>		3. Effective Date See Block 20C	4. Requisition No. <b>To Be Determined</b>				
5. Issued By: <b>Department of General Services Contracts and Procurement Division 2000 14<sup>th</sup> Street, 4<sup>th</sup> Floor Washington, DC 20009</b>			6. Administered by (If other than line 5) <b>Department of General Services Capital Construction Division 1250 U Street 3rd Floor Washington, DC 20009</b>				
7. Name and Address of Contractor			8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Section F.3)				
			9. Discount for prompt payment				
			10. Invoices Submit invoices to the Address shown in Section G.2				
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. Acknowledgement of Amendments			14. RESERVED				
15A. Item		15B. Supplies/Services		15C. Qty.	15D. Unit	15E. Unit Price	15F. Amount
		See Section B.4					
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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-29-CS-RFP-0024 including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name and Title of Signer (Type or print)				20A. Name of Contracting Officer			
19B.  Signature of person authorized to sign)		19C. Date Signed		20B. District of Columbia  (Signature of Contracting Officer)		20C. Date Signed	
		Government of the District of Columbia		 <b>DGS</b> BUILD MAINTAIN SUSTAIN		Department of General Services	

## **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 multiple contractors to provide construction management services for the Department’s Capital Construction Division portfolio of construction projects. Projects may include schools, parks and recreation facilities, municipal buildings, fire and police stations and other public buildings.

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

The Department contemplates award of multiple indefinite delivery indefinite quantity contracts based on fixed unit prices with a cost reimbursement component.

### **B.3 INDEFINITE DELIVERY- INDEFINITE QUANTITY (IDIQ) CONTRACT**

This is an IDIQ contract for the supplies or services specified, and effective for the period stated.

- a) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, Section G.10. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum quantity of \$3,000,000. The District will order at least the minimum quantity of \$50.00.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the contractor shall not be required to make any deliveries under this contract after the contract’s expiration date.

### **B.4 PRICE SCHEDULE**

**See Attachment J.9**

**B.5** 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.6** 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 provided as Attachment J.4.

**SECTION C:  
 SPECIFICATIONS/WORK STATEMENT**

**C.1 SCOPE**

The Department of General Services (DGS) is seeking multiple contractors to provide construction management (CM) services for the Department of General Services Capital Construction Division portfolio of projects including schools, parks and recreation facilities, municipal buildings, fire and police stations and other public buildings. This solicitation is intended to establish multiple Indefinite Delivery/Indefinite Quantity (IDIQ) contracts for CM services

**C.2 APPLICABLE DOCUMENTS AND LICENSES**

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

Item No.	Document Type	Title	Date
1	Guidelines	<a href="https://dcra.dc.gov/service/permit-services">https://dcra.dc.gov/service/permit-services</a>	Most Recent
2	Guidelines	<a href="https://dcra.dc.gov/page/registration-and-licensing-services-businesses">https://dcra.dc.gov/page/registration-and-licensing-services-businesses</a>	Most Recent
3	DC Law	<a href="https://dcra.dc.gov/page/dc-construction-codes">https://dcra.dc.gov/page/dc-construction-codes</a>	Most Recent
4	DC Regulations	<a href="https://dcra.dc.gov/page/laws-regulations-0">https://dcra.dc.gov/page/laws-regulations-0</a>	Most Recent

**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 Beneficial Occupancy** - means the stage of construction before Final Acceptance at which time the Department or intended entity does occupy the building, structure or facility, or a portion thereof, for the purpose it was constructed.

**C.3.3 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.3.4 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.3.5 Client Agency** - The governmental or quasi-governmental entity represented by the Department, requesting the Project.
- C.3.6 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.3.7 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.3.8 Contractor:** See General Contractor.
- C.3.9 Contracting Officer's Technical Representative (COTR):** See Section G.9. Also referred to as the Project Manager (PM)
- /
- C.3.10 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.3.11 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.3.12 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.3.13 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.3.14 General Contractor:** employed by the Department; Responsible for the overall coordination of a project, responsible for providing all of the material, labor, equipment and services necessary for the construction of the project. A general contractor often hires specialized subcontractors to perform all or portions of the construction work. When using subcontractors, the general contractor is responsible for the quality of all work performed by any and all of the hires. Often referred to as the Contractor.

**C.3.15 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.3.16 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.3.17 Project Manager (DGS):** See COTR.

**C.3.18 Reimbursables:** costs and charges incurred by the Contractor for a variety of items directly attributable to a project and approved in advance by the COTR. Approved Reimbursables include mileage, food during travel, air travel, hotel, rental car, parking for travel beyond 50 miles from the project location. Reimbursables may also include computer plotting/printing, photocopies, UPS/FedEx, etc., and US Mail if approved in advance by the COTR.

**C.3.19 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.3.20 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.3.21 Substantial Completion** - Substantial Completion shall have the meaning as described in the applicable Project agreement.

**C.3.22 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.3.23 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.3.24 Work** - The term “Work” refers to any and all work done in performance of the services necessary to Fully Complete the Project.

## **C.4 RESERVED**

## **C.5 REQUIREMENTS**

The Contractor shall have demonstrated knowledge and proven record of successfully managing the entire life cycle of a construction project ranging from design inception to project closeout and turnover. In providing services under this Agreement, the Contractor shall ensure that the required services are provided in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

### **C.5.1 Staff and Staff Qualifications**

When directed by DGS, the Contractor shall provide staff to successfully coordinate, manage, and oversee all on-site construction operations. The Contractor shall act as an advisor to the DGS and the DGS PM to ensure the project is properly constructed, on time, and on budget. The Contractor shall provide the following Key Personnel and additional staff to perform the required services. The Contractor shall ensure that all staff including subcontractors meet the minimum qualifications provided below and possess the required certifications or accreditations.

#### **C.5.1.1 Key Personnel**

The Contractor shall present and document the depth and professional credentialing of its staff, including the designated key personnel. The following positions are considered Key Personnel and essential to the successful completion of the required services described in Section C. Please see Section H.13 Diversion Reassignment and Replacement of Key Personnel. The Contractor shall maintain a depth and professional credentialing of its staff, including the following designated key personnel.

- (a) Principal/ Construction Executive: A senior executive with extensive experience in real estate and construction management fields organizing and managing large or medium building construction projects of similar complexity and magnitude.

- (b) Senior Project Manager: Qualified professional with over 7 years of experience in the construction management field organizing and managing large or medium building construction projects of similar complexity and magnitude. In addition, the candidates for this position shall be a registered professional (i.e. RA, PE, PMP, CCM).
- (c) Project Manager: Qualified Architect or Construction Manager with 3 to 7 years of experience in organizing and managing large or medium building construction projects of similar complexity and magnitude.
- (d) Construction Manager: CM shall hold at a minimum, a Bachelor's of Science Degree in Engineering or Construction Management, and shall be experienced in all electrical, structural and environmental, disciplines. Proposed candidate(s) shall hold CCM or PMP certification

**C.5.1.2 Additional Staff:**

The Contractor shall provide the following additional staff:

- (a) Assistant Project Manager: Qualified Architect or Construction Manager with 3 to 7 years of experience in organizing and managing large or medium building construction projects of similar complexity and magnitude.
- (b) Scheduler: Qualified certified professional in this field with a minimum of 5 year of experience in construction project scheduling with Government and/or commercial contracts, utilizing P6. The candidate must have experience with Work Breakdown Structures, Critical Path Method, delay claims and time impact analysis (TIA) and cost loading methods.
- (c) Cost Estimator: Qualified certified professional in this field with related cost estimating, claims analyses and construction change order estimating experience in large or medium building construction projects of similar complexity and magnitude.
- (d) Quality Control Superintendent: Qualified professional in this field with related experience in large or medium building construction projects of similar complexity and magnitude.
- (e) General Superintendent:
- (f) Security Systems Contractor: Qualified professional in this field with related experience in large or medium building construction projects.



- (g) Specification Writer: Qualified professional with 3 to 5 years of experience in this field with related experience utilizing MasterSpec for medium to large building construction projects of similar complexity and magnitude.
- (h) Building Activation Specialist: Qualified professional in this field with related experience in large or medium building construction projects
- (i) Noise/Acoustical Engineer, Sr.: Qualified professional engineer in this field with related experience in large or medium building construction projects of similar complexity and magnitude.
- (j) Network/Communications Engineer: Qualified professional in this field with related experience in large or medium building construction projects
- (k) Energy/LEED Certified Engineer: Qualified LEED accredited professional in this field with related experience in large or medium building construction projects and familiarity with the certification requirements as outlined by the United States Green Building Council. As a minimum, this person shall have completed at least 2 projects that achieved LEED certification.
- (l) Permitting Expeditor: Qualified professional in this field, with extensive related experience in coordinating, managing and expediting approvals and services with authorities having jurisdictions (AHJ's); including but not limited to DCRA, DDOE, DDOT, PEPCO, DC Water and Washington Gas. This candidate shall have a minimum of 3 year experience in this field.
- (m) General Site Civil Inspector: Qualified professional in this field with extensive related experience in large or medium building construction projects of similar complexity and magnitude.
- (n) Interior Finishes Inspector: Qualified professional in this field with extensive related experience in large or medium building construction projects.
- (o) M/E/P Inspector: Qualified professional in this field with extensive related experience in large or medium building construction projects of similar complexity and magnitude.
- (p) Safety/OSHA Inspector: Qualified certified professional in this field with extensive related experience in large or medium building construction projects.
- (q) Move Coordinator: Qualified professional in this field with related experience in large or medium building construction projects.

**C.5.1.3 Staff Support**

**C.5.1.3.1** The Contractor shall ensure all staff have equipment and supplies necessary to provide services described in Section C including but not limited to a telephone/email device for use by Contractor's staff onsite, a laptop computer with wireless internet connection, a printer with wireless connection, and any typical equipment used by staff in the fulfillment of their responsibilities. The price for this equipment shall be included in the Contractor's fully loaded Fixed Hourly Rates. Provided in Section B.4

**C.5.1.3.2** The Contractor's staff shall be responsible for knowing/learning and having access to all software, programs, formats, used by the District to fulfill the required assignments including but not limited to Microsoft Office Suite, Microsoft Project, Project Teams, P6, Adobe Acrobat Professional, Timberline, AutoCAD, and RS Means.

**C.5.1.4 Licensing, Accreditation and Registration**

The Contractor and all of its subcontractors shall comply with all applicable District of Columbia, state and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the required services.

**C.5.2 Construction Administration**

The Contractor shall coordinate, manage, and oversee all on-site construction operations including at a minimum the following:

- (a) Assist DGS in developing Scopes of Work and/or performance specifications for design, construction or design build projects.
- (b) Assist DGS in developing solicitations and evaluating bid packages for proposals.
- (c) Develop conceptual construction estimate(s)

**C.5.3 Change Orders**

The Contractor shall develop and implement a system for the preparation, review, and processing of construction change directives and change orders including at a minimum the following:

- (a) Respond to situations or occurrences, which warrant a change order in an expeditious manner;
- (b) Evaluate the GC' s proposal cost and make a formal recommendation to the COTR regarding acceptance of the proposal for a Change Order

- (c) Estimate the cost of all change orders and identify and recommend areas to negotiate final costs with the GC; prepare supporting documentation for use by the Department for negotiations;
- (d) Verify that all changes have been authorized. If any unauthorized work has been identified on the drawings or in the field Contractor shall bring these items to the COTR attention immediately;
- (e) Provide Change Order Package to the COTR including relevant written information, all costs and potential impact(s) on project budget, project scheduling, suggested alternatives to achieve cost/time effectiveness; cost and scheduling data which are in accord with the contract requirements, and furthers the goals for development of the project. Prepare a written cost estimate, provide technical assistance during negotiations, document negotiations, and prepare appropriate documentation to be forwarded to the COTR for issuance of change orders;
- (f) Advise the COTR on all scope and cost changes to the contract as the result of client and implementing agencies, A/E, changes due to existing conditions or complications or GC's error or omission;
- (g) In the event of major scope changes during construction, prepare an estimate for the change in scope in a format approved by the COTR. Estimates shall be completed within a mutually agreed time frame that does not impact the project schedule in a negative manner

#### **C.5.4 Claims**

The Contractor shall support the COTR in the defense and resolution of any claims related to the Project including at a minimum the following:

- (a) Receive all notices of claims by Contractors against the District for additional cost or time due to any alleged cause and perform a preliminary evaluation of the contents of the claim,
- (b) Perform claims analysis and validation in accordance with the terms and conditions of the applicable contract and the Department's Standard Contract Provisions
- (c) Obtain factual information concerning the claim, and provide a written recommendation to the COTR that includes all costs and potential impact(s) on project scheduling.
- (d) Suggest alternatives, which may be more cost effective, both with respect to costs and scheduling.

- (e) Support all recommendations with cost and scheduling data, which are in accord with the contract requirements, can be accommodated within the project budget, and furthers the Client's goals for development of the project.
- (f) Prepare a written cost estimate, provide technical assistance during negotiations, and prepare appropriate documentation to be forwarded to the COTR for issuance of change orders.
- (g) Prepare an Impact Evaluation Report, reflecting the actual impact on the Construction Schedule and provide in the report a narrative including a recommendation for action to COTR.
- (h) Prepare claim estimates based on the alleged cause of claims submitted by the GC and prepare alternate estimates based on varying scenarios of the claim cause. Transmit and document the estimates claim rulings and negotiation of claims with the GC on behalf of DGS. Make a final recommendation to DGS concerning settlement or other appropriate action.

### **C.5.5 GC Applications for Payment**

The Contractor shall develop and implement a procedure for the review and processing of the GC's applications for payment including at a minimum the following:

- (a) Review and reconcile the GC's SOY s for each of the activities included in the Construction Schedule and recommend to the COTR ways to improve. Use this approved document to initialize the progress payment schedule for the Construction Phase. The SOY shall be broken down into activities and in accordance with COTR's desired format.
- (b) Review and validate the GC's invoices; submit invoices to the COTR for payment with recommendation for payment or identification of items requiring additional documentation or explanation.

### **C.5.6 Construction Schedule**

The Contractor shall review and verify the accuracy of the GC's detailed Construction Schedule and once approved, distribute among the appropriate parties as identified by the COTR. The Contractor shall ensure the GC's Construction Schedule uses the critical path method and is broken down into activities showing the sequence of the construction activities. The Construction Schedule shall be the contractual schedule by which the construction will be sequenced and the basis for measuring the project's progress and the GC's performance. The Contractor shall at a minimum:

- (a) Maintain and update the Construction Schedule on behalf of the District and track milestone activity against the schedule of record maintained by the GC in Primavera 6.

- (b) Review the progress of construction with the GC, observe work in place and properly stored materials on a daily basis, and evaluate the percentage complete of each construction activity as indicated in the construction Schedule of Values (SOV).
- (c) Prepare and distribute Weekly Progress Reports including Construction Schedule updates. After an evaluation of the actual progress as observed, assign schedule activities percentage-complete values in conjunction with the GC; Reflect in the schedule, actual progress as compared to schedule progress noting variances (if any).

### **C.5.7 Construction Monitoring**

The Contractor shall utilize spot-checking, selective sampling, and other similar methods of general observation to provide the on-going monitoring of construction activities. The Contractor shall at a minimum:

- (a) Confirm that as-built drawings are maintained by the GC as required by the GC's contract; verify the accuracy and completeness of all as-built drawings, and assure that the GC maintains and updates the drawings on a regular basis and includes all actual locations and routings of services, all changes from the original documents, field changes, final details, actual dimensions, and other similar items on the drawings. Compare this set of plans to construction GC's set as changes occur. Reconcile any differences.
- (b) Maintain a separate, complete, and updated set of as-built drawings throughout the project for verification purposes against the GC's records.
- (c) Monitor the GC's performance as to consistency cost, quality and schedule monthly
- (d) Issue a GC Performance Report;
- (e) Maintain Daily Log;
- (f) Provide Daily Report
- (g) Review building materials for compliance to contract requirements; the Contractor shall maintain records of all reviews in the Daily Log;
- (h) Ensure that all installation and construction work adheres to contract requirements (including testing equipment, material, utilities, etc., before and after installation to verify initial and final state);

- (i) Review and interpret drawings, specifications and shop drawings for completion and accuracy; the Contractor shall document all reviews in the Daily Log;
- (j) Advise the PM of any specialized construction required to fabricate/install systems or sub-components and identify lead times for material/equipment that may impact the construction schedule;
- (k) Ensure GC and subcontractors comply with current labor and safety regulations;
- (l) Ensure receipt of Subcontractor Plan and that the necessary qualifications and special requirements are met by all contractors on the project, most notably subcontractors; and
- (m) Ensure A/E & GC meet all federal and District regulatory abatement requirements
- (n) Maintain procedures to ensure effective document control and record keeping including at a minimum:
  - 1. Provide and maintain central location for archiving and storage of building drawings, computer files, design and construction correspondence, regulatory information, estimates/payment, QA/QC, materials, zoning, historical preservation, energy and other special documents;
  - 2. Set up and maintain filing system and Project working folders for both Contractor and PM
  - 3. Maintain organized construction files; provide administrative assistance to support document/file maintenance during the construction period
  - 4. Maintain construction related documents including but not limited to the Construction Schedule, As Built Drawings, Change Orders, Applications for Payment, Claims, Meeting minutes and communication, Project Logs, Daily Reports, GC Performance Reports, Weekly Progress Reports, Photo Progress Reports, Inspection and Turnover Documents, and Training Materials
  - 5. Maintain electronic files of Construction Related Documents
- (o) Provide assistance with the acquisition of all required Permits

### **C.5.8 Inspection, Turnover and Training Services**

The Contractor shall provide inspection and turnover services including at a minimum the following:

- (a) Responsible for inspecting GC's work to ensure that it is in accordance with specifications and drawings. In the case of defective workmanship or noncompliance, Contractor will coordinate with the COTR to withhold payment until corrective action is taken by the General Contractor.

- (b) Coordinate the technical inspection and testing provided by other third parties; Include the results of inspection and testing in the Project Daily Reports;
- (c) Coordinate with DGS PM to determine if the facility is substantially complete according to the contract requirements and provide the required documentation. When the facility is substantially complete, develop a work list before recommending Beneficial Occupancy inspection.
- (d) Recommend whether the facility is ready for Beneficial Occupancy inspection by the PM. If the contractor's request for Beneficial Occupancy inspection is denied, provide an explanation to the PM, delineating prerequisites not yet satisfied. If facility is ready for Beneficial Occupancy inspection, conduct Beneficial Occupancy inspection with contractor, using and implementing agency, and A/E and prepare a comprehensive punch and coordinate the inspections that may be performed by others that may be performed by others.
- (e) Transmit the punch list to the GC and PM. Monitor the corrective work signing off each deficiency as it is corrected. Prepare a project specific checklist of the items contractually required before the contract can be considered ready for final acceptance. Provide all documentation required for final payment and close-out;
- (f) Coordinate the turnover of the completed facility to facility managers, ensuring that equipment and system testing, commissioning and start-up take place.
- (g) Ensure that all documents required for project close out are being developed, submitted and upload into Project Teams by the Contractor including but not limited to warranties, AS-Built drawings, submittal, Operation and Maintenance Manuals, and training materials. Organize equipment start-up seminars and training with the contractor and facility personnel and supervise start-up testing and balancing of all equipment and systems

### **C.5.9 Meetings, Reports, and Communication**

The Contractor shall at a minimum provide the following to ensure the timely dissemination of information and to foster open lines of communication between the GC, PM, and A/E to provide access to the original or copies of all such materials upon the request by the District for a period of three (3) years after completion of the Project.

#### **C.5.9.1 Meetings**

The Contractor shall at a minimum:

- (a) Attend weekly Progress meetings with the PM and GC representatives;
- (b) Attend any other meetings related to the project;
- (c) Develop, review and revise all meeting minutes within 72 hours of meeting end time. In addition, if requested by the PM, the Contractor shall prepare

and distribute meeting minutes for these meetings within 72 hours of meeting end time; weekly Project status meetings and other Project meetings as necessary to ensure fulfillment of the required services

### **C.5.9.2 Reports**

The Contractor shall provide and maintain at a minimum the following:

- (a) A detailed daily report. Submit daily reports to the PM on the status of construction, including updated copies of all Logs maintained at the site for items that include but are not limited to change orders, claims, submittals, etc. Reports shall be made available to the PM at all times and shall be turned over to the PM, hole-punched and in labeled and tabbed binders per location, and presented in hard and soft/electronic format at the completion of the project.
- (b) Prepare and disseminate Weekly Progress Report and GC Performance Report;
- (c) Complete and submit Incident Reports within twenty-four (24) hours of incident to the PM or elsewhere, which affect, or may be expected to affect, Project progress.
- (d) Logs - All logs shall be maintained in 3-ring binders and Project Teams and labeled with all necessary back up information included. Logs shall be made available to the PM at all times and shall be turned over to the PM, hole punched and in labeled and tabbed binders Project Logs
  1. Maintain a Daily Log to document the projects day to day activity including for example technical and procedural conflicts and the resolution of each, results of site visits, inspections status of
  2. Construction, including updated copies of all logs maintained at the site for change orders, claims, submittals,
  3. Maintain Project logs of all clarifications requested by the GC A/E, client and implementing agency. Provide written notifications to the Design AE's requesting design clarification, inform them of delays that may be caused, and advise them accordingly.
  4. Create and maintain logs of any and all sorts as requested by the PM.
- (e) Develop and maintain an updated Deliverables Distribution List;
- (f) Assist the PM with responses to project inquiries; Ensure timely processing of, and response to, project documentation such as correspondence, Request for Information (RFI's), Request for Proposals
- (g) (RFP's), material submittals Change Order (CO) documentation, and any other documentation requested by the PM;



- (h) Provide progress photos weekly, a minimum of one (1) per scope item or area per week whether or not any work was done during the previous week. Photographs shall be labeled with: the name of the Project, the scope item or area name, and the date taken. These photos shall be provided via email and uploaded into Project Teams as requested by the PM and compiled onto three (3) CD-ROM per site and delivered to the PM upon Project completion;
- (i) Deliver Project documentation, submittals, material, and equipment of any sort to clients, agencies, consultants, GC as needed.

### **C.5.10 Deliverables**

See Section F.3

**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:** 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 deliverables described in each Task Order (Section G.10). Potential Deliverables identified in each Task Order will include the following:

No.	Solicitation Reference	Deliverable	Due Date
1	C.5.2	Construction Administration	As Required
2	C.5.3	Change Orders	As Required

3	C.5.4	Claims a	As Required
4	C.5.5	GC Applications for Payment	As Required
5	C.5.6	Construction Schedule	As Required
6	C.5.7	Construction Monitoring	As Required
7	C.5.8	Inspection, Turnover and Training Services	As Required
8	C.5.9.1	Meetings	As Required
9	C.5.9.2	Reports	As Required

**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.4.3 PAYMENT FOR REIMBURSABLE ITEMS AND SERVICES**

Payment for approved reimbursable items and services will be provided on a cost reimbursable basis made based on submitted, approved documentation, No mark-up will be applied to Reimbursables.

#### **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:

Allam H. Al-Alami  
Operational Manager  
Capital Construction Division  
D.C. Department of General Services  
2000 14th St. NW, 8th Floor  
Office: 202.671.2208|  
Cell: 202.441.2027|  
Email: [allam.al-alami@dc.gov](mailto:allam.al-alami@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 ORDERING CLAUSE**

**G.10.1** Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

**G.10.2** All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

**G.10.3** If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

**G.10.4** The Contractor shall perform services via a written Task Orders issued by the Department. It is contemplated that individual Task Orders shall, in general, contain the following information:

- (a) A description of the scope of work included in such Task Order;
- (b) A price based on the ID/IQ fixed unit prices contract for the work included in the Task Order's scope of work;
- (c) Delivery Date for the Task Order's deliverables and such other schedule requirements for Task Order; and
- (d) Any other specific requirements of the scope of work.

## **G.11 COST REIMBURSEMENT CEILING**

**G.11.1** Cost reimbursement ceiling (Not to Exceed Amount) for Reimbursables is set forth in Section B.4.

**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.4 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.11.6** If any cost reimbursement ceiling specified in Section B.4 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 and Initial Employment Plan (Attachment J.5) have 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 Contractor shall perform services via a written Task Orders issued by the Department. It is contemplated that individual Task Orders shall, in general, contain the following information:

As projects are identified and funded, the Department will:

- (a) Develop a Scope of Work for each project
- (b) Typically issue a Request for Task Order Proposal to a minimum of two IDIQ contract holders
- (c) Ensure that each Request for Task Order Proposal provides an adequate description of the Department's requirements for the project including unique project details, Deliverables, and completion dates.
- (d) Select the Contractor for each project based primarily on price proposals, however the Department reserves the right to consider non-price factors when making such decisions and will also consider Scope of Work and required expertise to complete the project.
- (e) Issue Task Orders to the selected Contractor
- (f) Monitor Contractor performance
- (g) Provide the following at time of initial Task Order award:
  - 1. Formats for reports that include but are limited to daily, weekly, and progress reports.
  - 2. Access to Department database and software.
  - 3. Training on proper submission of required documents
  - 4. Project drawings and specifications.
  - 5. Provide a written Notice to Proceed for each Task Order.

## **H.12 CONTRACTOR RERSPONSIBILITIES**

The Contractor shall comply with the Subcontracting Requirements described in Section H.9 and the First Source Employment Agreement requirements described in Section H.5 on a per Task Order basis.

## **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.1.1). 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. Should the Contractor decide to engage a subcontractor for segments of the work under this contract, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance to prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

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 including explosion, collapse and underground hazards.

DGS should collect, review for accuracy and maintain all warranties for goods and services.

**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. Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers must be endorsed onto the policy

**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 Sections I.13.4 and I.13.5 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 Employment Practices Liability** - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts, whether between employees of contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.

**I.13.8 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 \$2,000,000 per claim or per occurrence for each wrongful act and \$4,000,000 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.13.9 Sexual/Physical Abuse & Molestation** - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called “silent” coverage under a commercial general liability or professional liability policy will not be acceptable.
- I.13.10 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.13.11 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.13.12 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.13.13 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.13.14 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.13.15 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.13.16 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.13.17 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.13.18 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.13.20 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 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**

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:

- (a) An applicable Court Order, if any
- (b) Contract document
- (c) Standard Contract Provisions (General Provisions) Supplies and Services Contract, January 2016
- (d) Contract Attachments other than the Standard Contract Provisions(General Provisions) Supplies and Services Contract, January 2016 in the order they appear
- (e) RFP, as amended
- (f) BAFOs (in order of most recent to earliest)
- (g) Contractor's Proposal

**I.16 NON-DISCRIMINATION CLAUSE**

See Article 20 of the Standard Contract Provisions (General Provisions) Supplies and Services Contract, January 2016 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>	DSLBD SBE Subcontracting Plan (if required by law)
<b>J.5</b>	Department of Employment Services First Source Employment Agreement and First Source Initial Employment Plan
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Notice and Fact Sheet
<b>J.7</b>	Bidder/Offeror Certification Form
<b>J.8</b>	Past Performance Evaluation
<b>J.9</b>	Section B.4 Price Schedule

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

Bidder/Offeror Certification Form Attachment J.7

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

**L.1 CONTRACT AWARD**

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

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

**L.1.2 Selection of Negotiation Process**

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

**L.2 PROPOSAL ORGANIZATION AND CONTENT**

**L.2.1 Delivery 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 DCAM-20-CS-RFP-0024  
Construction Management Services.”**

### **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 (non-responsive). 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 Relevant Experience and Capabilities (25 Points)**

The Department desires to engage a Contractor with the experience necessary to successfully complete the required work as described in Section C of this RFP. The Offeror shall submit the following to demonstrate the Offeror's relevant experience and capabilities;

- (a) A description of a minimum of five (5) projects completed within the last 5 years detailed to include the following that best illustrate the Offeror's relevant experience and capabilities:
  - 1. Project name and location;
  - 2. Name, address, contact person and telephone number for owner reference;
  - 3. Description of the work performed by the Offeror; including comparisons to the work of this solicitation and Offeror's role on the project;
  - 4. Award and final construction cost (provide actual figures for completed projects).
  - 5. Period of Performance
  - 6. Identification of key personnel involved in the selected projects who are proposed to work on this project;
- (b) Provide an Organizational Chart that
  - 1. Identifies the Key Personnel
  - 2. Additional Staff Positions
  - 3. Offeror's organization, grouping and reporting lines
- (c) Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms (Attachment J.8) are completed and submitted on behalf of the Contractor directly to James Marshall at [james.marshall@dc.gov](mailto:james.marshall@dc.gov) by the due date for proposals (L.4.2).

#### **L.2.3.1.2 Project Management Plan (15 Points).**

Offeror's shall submit a detailed Project Management Plan (PMP) which reflects a clear

understanding and knowledge of the required Construction Management services described in Section C... At a minimum Offeror's PMP shall include:

- (a) Description of the Offeror's methodology and overall approach to successfully fulfilling the requirements described in Section C. The Offeror shall include specific discussion on Construction Administration, Change Orders, Claims, GC Applications for Payment, Construction Schedule, Construction Monitoring, Inspection, Turnover and Training Services, Meetings, and Reports as described in Sections C.5.2 – C.5.9 respectively. The Offeror's discussion shall address methodology and approach to complete construction projects on time and on budget.
- (b) Describe the capability and experience of the firm and team on using web-based construction management tools and applications.
- (c) Identify the key personnel and their specific roles and contribution to achieving successful projects.
- (d) Describe process to identify and obtain key personnel and additional staff, as needed

**L.2.3.1.3 Key Personnel (20 Points).**

Offeror shall assign personnel with experience in completing similar projects on-time and on budget. The availability and experience of the key personnel will be evaluated as part of this element. The Offeror shall at a minimum:

- (a) Provide the indicated number of resumes for the following:

- 1. Principle/Construction Executive (1)
- 2. Senior Project Manager (3)
- 3. Project Manager (3)
- 4. Construction Manager (3)

The resumes shall discuss and highlight the experience and qualification each key personnel has delivering successful construction management services as described in Section C

- (b) Letters of reference for each Key Personnel

**L.2.3.2 Volume 2 Price Proposal**

**L.2.3.2.1** Provide completed pricing sheets from Section-B.4.1 – B.4.6 of this RFP (Attachment J.9).

**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) Bidder-Offeror Certification Form. Each Offeror shall complete and submit with its Price Proposal the Bidder-Offeror Certification Form attached hereto as Attachment J.7. An Offeror who submits an incomplete or improperly or inaccurately completed Bidder-Offeror Certification Form may be deemed non-responsive.
- (c) Clean Hands Certification available at [mytaxdc.gov](http://mytaxdc.gov)

**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 shall be submitted as described in L.2.2. D.C. Official Code § 2-536(b) requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following 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 11, 2020**. 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.19. The prospective offeror should submit questions no later than **August 3, 2020**. The District may not consider any questions received after **August 3, 2020**. 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-NC-RFP-0011



**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 virtual pre-proposal conference will be held **11:00 on Thursday, July 30, 2020. The details of the Pre-proposal Conference will be provided via amendment to the solicitation.** Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

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

#### **L.19 CONTACT PERSON**

The contact person for this solicitation is:

James (Jim) H. Marshall  
Senior Contract Specialist  
2000 14<sup>th</sup> Street, NW 4<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:

<b>Numeric Rating</b>	<b>Adjective</b>	<b>Description</b>
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 Technical Proposal - Volume 1 60 Points**

The Technical Proposal must include necessary information to enable evaluators to form a concrete conclusion of the Offeror’s ability to perform the work identified in Section C. The evaluation of each Technical Proposal shall measure the ability of the Offeror to effectively provide construction management services as described in Section C provided in response to the submission requirements specified in Section L.2.3. The Technical evaluation will be worth 60 points. The total points are distributed in accordance with the following:

**M.3.1.1 Relevant Experience and Capabilities (25 points)**

**M.3.1.2 Project Management Plan (15 points)**

**M.3.1.3 Key Personnel (20 points)**

**M.3.2 Price (40 points)**

**M.3.2 Price Proposal – Volume 2 40 Points**

The price evaluation will be objective and will be worth 40 points. The Department will evaluate the offerors total proposed Grand Total provided in Section B.4.6. 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:

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

**M.3.3 Preference Points 12 Points**

The maximum preference points a Contractor can receive is 12. The preference points as described in M.5 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 including the Add Alternate. 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.