

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES



**REQUEST FOR PROPOSAL**

**DCAM-23-CS-RFP-0007**  
**Department of Corrections**  
**Architectural Program Consultant -**  
**Correctional Treatment Facility Annex**

<b>Solicitation Issue Date:</b>	January 13, 2023
<b>Pre-proposal Conference:</b>	January 26, 2023 at 10:00am
<b>Site Visit:</b>	January 26, 2023 at 1:00pm
<b>Deadline for Questions:</b>	February 2, 2023
<b>Due Date for Proposals:</b>	February 16, 2023
<b>Contact:</b>	James H. Marshall Contracting Officer 2000 14 <sup>th</sup> Street NW 4 <sup>th</sup> Floor Washington, DC 20009 202 664-0416 <a href="mailto:james.marshall@dc.gov">james.marshall@dc.gov</a>

All communication regarding this Request for Proposal (RFP) should be submitted via the DGS portal at <https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2> The portal requires the following information to upload documents:

Vendor Name  
Vendor Contact email address  
Solicitation ID – DCAM-23-CS-RFP-0007  
Project Name – DOC Architectural Program – CTF Annex  
Contract Specialist – James H. Marshall

# SOLICITATION/OFFER/ AWARD

<b>1. Caption</b> Department of Corrections – Architectural Program Correctional Treatment Facility Annex	Page of Pages	
	1	67

<b>2. Contract Number</b> DCAM-23-CS-RFP-0007	<b>3. Effective Date</b> See Block 20C	<b>4. Requisition No.</b> <b>To Be Determined</b>
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<b>5. Issued By:</b> Department of General Services Contracts and Procurement Division 2000 14 <sup>th</sup> Street NW, 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 NW, 3rd Floor Washington, DC 20009
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<b>7. Name and Address of Contractor</b>	<b>8. Delivery</b> FOB Origin <input type="checkbox"/> Other (See Section F.3)
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	<b>9. Discount for prompt payment</b>
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	<b>10. Invoices</b> Submit invoices to the Address shown in Section G.2
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<b>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 NW, 5 <sup>th</sup> Floor Washington, DC 20009
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<b>13. Acknowledgement of Amendments</b>	<b>14. RESERVED</b>

15A. Item	15B. Supplies/Services	15C. Qty.	15D. Unit	15E. Unit Price	15F. Amount
	See Section B.3 (Attachment J.12)				

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<b>17. ACONTRACTOR’S NEGOTIATED AGREEMENT</b> 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.)	<b>18. AWARD</b> (Contractor is not required to sign this document.) Your offer on Solicitation Number DCAM-23-CS-RFP-0007 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.
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<b>19A. Name and Title of Signer</b> (Type or print)	<b>20A. Name of Contracting Officer</b>
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<b>19B.</b>  Signature of person authorized to sign)	<b>19C. Date Signed</b>	<b>20B. District of Columbia</b>  (Signature of Contracting Officer)	<b>20C. Date Signed</b>
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## **SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

### **B.1 INTRODUCTION**

The District of Columbia (the “District”), acting by and through its Department of General Services (“DGS” or the “Department”), is issuing this Request for Proposals (“RFP”) to engage an architectural program consultant (the “Consultant” or “APC”) to develop and provide an architectural program to guide the design and construction of the Department of Corrections’ (“DOC”) Correctional Treatment Facility (“CTF”) Annex (“CTF Annex”). The APC shall provide a range of technical planning, design, engineering, operational, and construction management-related services exclusively to the Owner/User to support the most cost-and-operationally effective outcome.

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

The Department contemplates award of a firm fixed price contract.

### **B.3 PRICE SCHEDULE – FIRM FIXED PRICE**

See **Attachment J.12**.

**B.4** For contracts in excess of \$250,000, at least 50% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE

The Department, on behalf of the DOC, is issuing this RFP to engage the services of an APC firm to advise on the planned development of the new CTF Annex, to be located on the Hill East Campus (formerly known as DC General Hospital Campus), located in Washington, DC (the “Project”).

### C.2 RESERVED

### C.3 BACKGROUND

DOC operates and maintains the 450,000 SF Central Detention Facility (“CDF”) and the 450,000 SF CTF. Both facilities are nationally accredited by the American Correctional Association (“ACA”). CDF is located at 1901 D Street, SE, Washington, DC, and was opened in 1976 with a total capacity to house 2,164 inmates. CTF is located at 1901 E Street SE and was opened in 1992 with a capacity to house 1,400 inmates. Facility populations include pretrial detainees, sentenced misdemeanants and felons, parole violators, writs, and holds. Offenders include all custody levels, minimum to maximum security including high profile and protective custody inmates.



The District and DOC are embarking on a large capital investment to evaluate current DC Jail programs and challenges and develop a new expansion, the CTF Annex, which shall reflect the future DOC operational goals and vision. DGS/DOC intends to engage the APC to assist in the development of the architectural programming tasks associated with the new CTF Annex. The APC shall consider all DOC Facilities Management Building Standards, as well as Sustainability/High-Performance Best Practices. The APC shall implement the latest applicable zoning, building code, ADA accessibility regulations, security systems, and fire and life safety systems.



## C.4 GOALS

- C.4.1** The consulting services are intended to advise the District on the planned development of the Central CTF Annex to capture the District’s and DOC goals, objectives, and standard of operations for the new CTF Annex building and will assist the District in the development of the architectural program (“Architectural Program”) for the new CTF Annex. The APC shall provide a range of technical planning, design, engineering, operational, and construction management-related services exclusively to the Owner/User to support the most cost-and-operationally effective outcome.
- C.4.2** The Architectural Program shall provide a level of pre-design guidance for an Architectural/Engineering design firm, to be solicited in a future procurement, that shall facilitate the preparation of the design and construction of the new CTF Annex. The Architectural Program guidelines will be highly focused on achieving effective and staff-efficient security, inmate management, and operational characteristics due to the substantial security concerns and cost of operating a secure correctional facility. When finalized and adopted, the Architectural Program shall serve as a guide and benchmark throughout the design phase against which the design team will progress.

## C.5 DEFINITIONS AND ACRONYMS

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

- C.5.1 ACA** – American Correctional Association - Founded in 1870 as the National Prison Association, ACA is the oldest association developed specifically for practitioners in the correctional profession.
- C.5.2 Agreement** - The term “Agreement” shall mean this entire, integrated agreement between the Department and the APC with respect to the Project, consisting of this document and the Exhibits thereto, including but not limited to the Standard Contract Provisions (General Provisions) Supplies and Services Contracts and any Change Orders or Change Directives that have been executed by the Department.
- C.5.3 Architectural Program** a document that sets forth general descriptions and requirements of functions, elements, systems, areas and spatial elements to be incorporated into the design of the Project. The Architectural program statement shall be a further developed as a Preliminary Service and thereafter shall form the basis for the preparation of the Conceptual Design Documents, Schematic Design Documents, Design Development Documents and Construction Documents for the Project.
- C.5.4 APC** – Architectural Program Consultant. The APC shall assist the DOC in the planning effort to determine the programmatic requirements for the new CTF Annex based on the agency vision and the input of internal/external stakeholders. The APC shall assist in the translation of the that programmatic requirements into the architectural program.
- C.5.5 AHJ** – Authorities Having Jurisdiction.
- C.5.6 C-E** – Construction Entity.
- C.5.7 Change Directive** – A written direction signed and issued by the Department ordering the Consultant either to provide pricing and schedule impact information for a described change to the Work or to proceed with a described change and provide pricing and schedule impact information after beginning the changed Work.
- C.5.8 Change Order** – A written document, executed by the Department and the Consultant, setting forth the agreed terms upon which a change to the contract has been made.
- C.5.9 Client Agency** – The governmental or quasi-governmental entity represented by the Department, requesting the required services. The client/agency for this project is the Department of Corrections.
- C.5.10 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 Owner/User’s goals and objectives 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.5.11 Construction Manager (CM)**– an entity to be selected in a separate procurement to assist the Department in the execution of the design and construction phases for the CTF Annex. The CM will provide construction and design subject matter expertise in the area of project execution related to construction oversight and project controls including construction quality inspection services, cost estimates, budget management, schedule management and claim administration.
- C.5.12 Consultant** – Architectural Program Consultant.
- C.5.13 Contracting Officer’s Technical Representative (COTR)** – See Section G.9. Also referred to as the Project Manager (“PM”).
- C.5.14 CDF** – Central Detention Facility.
- C.5.15 CTF** – Central Treatment Facility.
- C.5.16 CTF Annex** – Department of Corrections capital investment; Project.
- C.5.17 D-E** – Design Entity.
- C.5.18 DGS** – Department of General Services.
- C.5.19 District Task Force on Jails & Justice** – An independent advisory body dedicated to redefining and reinventing our local approach to corrections, ensuring that our jail is one part of a just and equitable overall system.
- C.5.20 Drawings** – The Drawings are the graphic and pictorial portions of the A/E Contract Documents, wherever located and wherever issued, showing the design, locations and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
- C.5.21 DOC** – Department of Corrections.
- C.5.22 External Stakeholders** - Shall include but is not limited to resident (Inmate) advocacy groups, community interest groups, and ANC representatives.
- C.5.23 General Contractor (GC)** – Hired by the Department through competitive means and responsible for coordinating and providing all of the material, labor, equipment and services necessary for the construction of the Project. A GC often hires specialized subcontractors to perform all or portions of the construction work. When using subcontractors, the GC is responsible for the quality of all work performed by any and all of the hired subcontractors.
- C.5.24 Internal Stakeholders** – shall include DGS and all government client agencies including but not limited to, DOC project team, Mayors Office of Community Affairs (MOCRA), DMPSJ, DMPED, DOEE, DOB.



**C.5.25 Notice to Proceed (NTP)** – A written notice to proceed, signed by the Department, directing the Consultant to proceed with the required services or any portion of the required services.

**C.5.26 Owner/User** – see Client Agency.

**C.5.27 Stakeholders** – See Internal and External Stakeholders.

**C.5.28 Subcontractor** – Any person, natural or legal, to whom the APC delegates performance of any portion of the services required by the contract. The term “Subcontractor,” used without a qualifier, shall mean a subcontractor in direct privity with the APC. “Subcontractors at all tiers” shall mean not only those Subcontractors in direct privity with the APC, 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 APC’s employees and to whom the APC delegates any part of its responsibilities under the contract, except that references to “trade Subcontractors” shall exclude design professionals.

**C.5.29 Third Party Agencies** – Separate IDIQ contracts established by the Department to provide professional code and quality assurance inspections and testing, including but not limited to, plan review, 3<sup>rd</sup> party code inspections, material testing, commissioning services and industrial hygienists.

**C.5.30 TTC** – Transition Team Coordinator

**C.5.31 Work** – The term “Work” refers to any and all work done in performance of the services necessary to Fully Complete the Project.

## **C.6 REQUIREMENTS**

The APC shall perform at a minimum the tasks or requirements to facilitate the preparation of the design and construction of the new CTF Annex in accordance with the Department’s goals and objectives described in Section C.4. The following list defines the tasks and services to be provided by an APC for the CTF Annex. Performance of the outline of tasks noted herein may be concurrent as required and are not presented in any specific order of occurrence. These services follow the following basic tasks:

- Pre-Design Phase;
- Design Phase;
- During Construction Phase; and
- Transition, Activation, and Post Occupancy Phase.

The following provides a discussion of the tasks and requirements to be performed by the APC during the four phases of the project.



**C.6.1 TASK 01 - PRE-DESIGN PHASE SERVICES**

The Pre-Design Phase is essential to establishing the mission, size, general design configuration, building methods, and capital and operating cost estimates. The information developed during the Pre-Design Phase shall be developed to a detail sufficient to meet the typical requirements of a design-bid-build delivery approach through which the DGS will execute separate contracts with the Design Entity (“D-E”) and the Construction Entity (“C-E”).

**C.6.1.1 Reference Documents**

The APC shall review and obtain a working knowledge of the New Correctional Facility Draft Architectural Program Report, dated October 25, 2016 (Attachment J.1.1), Facilities Condition Assessment - CTF (Attachment J.1.2), Facilities Condition Assessment – DC Jail (Attachment J.1.3), the District Task Force on Jails & Justice, Phase I Report, A Framework for Change (Attachment J.1.4) and Phase II Report, Jails & Justice: Our Transformation Starts Today (Attachment J.1.5), and ACA 5<sup>th</sup> Edition Space Guidelines and Standards (Attachment J.1.6) prior to any pre-design initiatives. The APC shall utilize the reference documents named throughout the Pre-Design phase and beyond to ensure the integration of past documents with recently developed information, and information to be gained to ensure the goals and objectives Section C.4 are met.

**C.6.1.2 Clarify the Mission of the CTF Annex**

- a) Strategic development – collaboration with a range of stakeholders/advocates to identify the best strategic alternatives for improving the overall performance and efficiency of the criminal justice system that could impact incarceration needs.
- b) System capacity analysis – before a focus on the physical needs for corrections, a system-wide review of the operating capacity of all components of the criminal justice system shall be reviewed to include: (i) law enforcement agencies; (ii) all components of the judiciary; (iii) community-based mental health and alternative placement services, and (iv) detention.
- c) Population drivers – a review of factors contributing to the dynamics of the offender population, especially DC residents held in Federal facilities that may be candidates for return to the District.

**C.6.1.3 Clarify the Profile of the Future DOC Population**

- a) Update population forecasts – Update population forecast with an analysis of the impact of current and planned programs and concluding with the identification of potential strategies for population reduction that are consistent with an evidence-based approach to justice system management.
- b) User population profile – a review of criminal justice system population demographics, criminal background, and special needs of the current and projected population shall provide a basis for determining the number of bedspaces required by custody and functional categories.
- c) Behavioral health needs – conduct detailed analysis of the specific needs of the mentally and behaviorally challenged population and define the anticipated acuity levels.

- d) Capacity requirements – documentation of future system facility and program capacity requirements over the next ten years shall address the type of bedspaces required in terms of projected key offender population characteristics: risk level, supervision approach, program need, space requirements, associated staffing resources, and information system requirements.

#### **C.6.1.4 Clarify the Best Use of the Existing CTF**

- a) Facility conditions & utilization – an evaluation of the current condition and use of the CTF shall identify approaches for the optimal use and potential improvement of the existing facility.
- b) Program needs – an assessment of current in-custody and community programs and their fit with the recommendations of the Task Force shall define the potential impact on CTF and the CTF Annex facility and program requirements.
- c) Staffing implications – an examination of current staffing levels and costs dictated by current facility operations, service delivery, and program needs shall be critical to defining the financial impact of the CTF Annex.

#### **C.6.1.5 Update Previous Architectural Program for the CTF Annex**

- a) Conduct functional components workshops – to update the program resulting from the 2016, Architectural Program Report (Attachment J.1.1), a series of workshops shall be conducted with DOC representatives to further quantify and qualify the operational and spatial basis.
- b) Update the previous Architectural Program – the previous Architectural Program shall serve as a basis for initiating the space assignments and the component functional relationships.
- c) Identify any spatial changes in CTF – in conjunction with the identification of space needs and functional relationships in the proposed CTF Annex, define any significant space changes within the CTF, taking in consideration the 2022 Facility Conditions Assessment (Attachment J.1.2).
- d) Identify potential connections between CTF and proposed Annex – to assure that the final solution supports an integrated operation of the two facilities, explore the options to physically connect the two facilities.

#### **C.6.1.6 Determine DOC and Hill East Parking Needs**

- a) Identify DOC parking needs – working with DOC administrative and security staff, determine the number of spaces required by operational shifts.
- b) Seek Hill East input on surrounding development plans – the proposed Annex site is located on the last developable parcel along Massachusetts Avenue. As part of the parking needs assessment, discussions shall be held with local representatives to determine the extent to which the CTF Annex development could solve a portion of immediate area parking needs.
- c) Suggest means and methods to meet parking requirements – meeting parking needs in a building that shall have a structural system of a high-rise correctional facility represents a range of challenges. An analysis shall be made of the number and potential solutions for meeting the projected needs.

### C.6.1.7 Evaluate the Parcel “L” Site Development Profile



- a) Document site boundaries – in coordination with various Hill East development authorities, including the Office of the Deputy Mayor for Planning and Economic Development (“DMPED”), define in specific meets and bounds the area available for development.
- b) Determine floor area ratio (F.A.R.) requirements – working with the DC Office of Planning, the Hill East developers, and other jurisdictions having authority, define the maximum height of the proposed CTF Annex.
- c) Document existing utilities locations – using available information, prepare a two-and-three dimensional representation of existing utilities serving and located within Parcel L.
- d) Examine site topographical profile and soil bearing capacity – as required, engage support services to determine the site capacity profile.

### C.6.1.8 RESERVED

### C.6.1.9 Develop Conceptual Design Documents

- a) Develop conceptual drawings reflecting previous tasks – using the spatial program, relationship diagrams, parking needs, and site profile, prepare conceptual design documents to include: site plans, floor plans, building sections, and building elevations.
- b) Prepare Basis-of-Design and outline specifications – describe the architectural and engineering design objectives, identify the basic materials and methods to construct

an annex that meets appropriate codes, satisfies the operational philosophy of the DOC, and integrates the CTF Annex with the CTF.

- c) Prepare room data sheets for typical spaces – using the conceptual plans, select a range of typical spaces (e.g., cells, dayrooms) to demonstrate the types of furnishings and materials that shall reflect the operational mission of the CTF Annex.
- d) Establish building engineering criteria – in the development of the conceptual plans, consideration of the basic civil, mechanical, electrical, and structural requirements and systems shall be identified. Particular consideration shall be given to accommodating parking beneath the CFT Annex.
- e) Develop conceptual environmental plan – in the development of the conceptual plans, consideration of the LEED checklist or Net-Zero strategies and requirements shall be developed taking in consideration the new laws impacting a new construction project of this scale.
- f) Develop conceptual electronic security plan – the security plan shall reflect the operational philosophy of the DOC and be supported through access controls, electronic surveillance, communication methods, and alarm monitoring systems.
- g) Organize the criteria documents in a manner that can be used in a Request for Proposals – assemble all of the above information in a format that that be included in a solicitation of design and/or construction services.

#### **C.6.1.10 Prepare Preliminary Cost Estimate**

- a) Complete conceptual design cost estimate – using all of the information from above tasks, engage, as a subconsultant, an external cost estimator to prepare a Pre-Design Phase cost estimate. The fees for the external cost estimate shall be included within the Consultant fees.
- b) Using the preliminary concept plans, prepare staffing plan and annual operating costs – Working with DOC and the current operating budget to determining the level of staffing and potential operating cost. A preliminary annual budget shall be developed.
- c) Develop Total-Cost-of-Ownership (TOC) financial model(s) – based upon the conceptual cost estimate and staffing plan, develop long-term project TOC models to include projected project capital expenditures, operational, maintenance, and financing cost.

#### **C.6.1.11 Prepare preliminary Project Milestone schedule**

- a) Develop preliminary project schedule – based upon the conceptual design, the conceptual cost estimate, and market analysis of the recommended construction method the APC shall develop a project milestone schedule utilizing P6 in conjunction with DOC and DGS. Additionally, the milestone schedule shall be cost loaded with cash flow analysis/curves indicating when funding needs to be available.

#### **C.6.1.12 Preliminary Turnover & Activation plan**

- a) Develop Preliminary Turnover & Activation plan – work with DOC and DGS to develop a turnover plan taking into consideration current DGS turnover protocols, all required training for new and existing staff; move coordination requirements for

the residence and the existing staff for the new CTF Annex and the CTF; develop an activation and commissioning plan for all IT equipment, systems and Data transfer.

### **C.6.1.13 DOC Inmate and Advocacy Group Engagement**

- a) Develop survey for DOC Residence/Inmates and advocacy groups – The APC shall develop a survey to DOC residence/Inmates and advocacy groups regarding their opinions related to the qualities and characteristics they currently experience and what could be provided in the new correctional facility with regards to education, programming, medical, and mental health services that would be useful for the design process.
- b) Administer survey to DOC Residents/Inmates and advocacy groups – The APC shall administer a survey to DOC residents/Inmates and advocacy groups regarding their opinions related to the qualities and characteristics they currently experience and what could be provided in the new correctional facility with regards to education, programming, medical and mental health services that would be useful for the design process.
- c) Survey Findings – The APC shall analyze and report the survey findings.

### **C.6.1.14 DOC Staff, Community Input, and Engagement**

- a) Develop survey of DOC staff – The APC shall develop a survey to DOC staff regarding their opinions related to the qualities and characteristics they would like to see in the new correctional facility with regard to education, programming, medical and mental health services that would be useful for the design process.
- b) Administer survey of DOC staff – The APC shall administer the DOC staff survey.
- c) Survey Findings – The APC shall analyze and present the findings of the survey.
- d) Community Engagement – the APC shall develop and conduct at least three (3) community feedback sessions in conjunction with community partners that are open to the public. At least one of the three sessions must be targeted to the Hill East community and the Wards 6 and 7 communities most directly impacted by the addition of the new CTF Annex. The APC shall provide an online mechanism (web-based form or email address) for individual residents or community organizations to submit written comments for review and consideration.
- e) Council for Court Excellence Jails & Justice Taskforce – The APC shall meet with the Council for Court Excellence Jails & Justice Taskforce at least twice. The first meeting should be at the start of the process and discuss the design process. The second meeting should be towards the end of the design process and should discuss the design firm's progress, steps remaining until completion of the contract, answer questions related to the methods used to collect community feedback and summarizes the results of the staff and inmate surveys.

## **C.6.2 TASK 02 - DESIGN PHASE SERVICES**

The Contractor shall utilize the final, approved Architectural Program developed in the Pre-Design phase as a guide and benchmark to be applied throughout the design phase to ensure the design of

the new CTF Annex is progressed in a manner consistent with the District's goals and objectives. The APC shall work closely with the D-E in the completion of the following Design Phase requirements.

### **C.6.2.1 Develop Project Organization, Scheduling, and Reporting Plan and Policies**

- a) Conduct workshops to clarify project intent – assist the Owner/User with the interpretation and clarification of the pre-design documents for the project and communicating project particulars such as budget, schedule, operating requirements, spatial and functional program, quality objectives, site data, and other project-specific material to the selected DE.
- b) Establish design phase schedule – prepare a schedule of each phase of design to include float time and time for reviews by the Authorities Having Jurisdiction (“AHJ’s”).
- c) Establish reporting methods and formats – prepare a document outlining the electronic and traditional paper reporting expectations of the Owner/User.
- d) Finalize Turnover/activation plan – work with the Owner/User to develop a turnover plan taking into consideration all required training for new and existing staff; move coordination requirements for the residence and the existing staff for the new CTF Annex as well as the existing CTF; develop an activation and commissioning of all IT equipment, systems and Data transfer.

### **C.6.2.2 Prepare Project Management Plan**

- a) Monitor and report the design process – assist the Owner/User with reviews for compliance with the schedule, budget, and quality objectives through each phase of design (schematic, design development, construction documents). This should be accomplished through:
  1. Design Meeting Attendance;
  2. Treatment Program Compliance Review;
  3. Schedule Review;
  4. Budget Monitoring; and
  5. Design Reviews.
- b) Assist with resolving any conflicts – the APC shall establish a method of interaction with the D-E to identify any cost management issues, schedule management issues, compliance with CTF Annex operational mission, and quality management issues before the conflict can adversely affect the project.
- c) Assist with managing approvals – to assure compliance with the schedule, the APC shall advise on the specifics of the approvals process with the District that are necessary to move the Project from the design phase into the construction phase as described in an approved management plan.
- d) Assist with managing quality objectives – reviews shall be essential to maintain the adherence to quality objectives such as functionality, compliance with the operational modality, architectural quality, engineering efficiency, and security protocols.

### **C.6.2.3 Conduct Design Reviews**

- a) Provide review and comments of the D-E or DB-E submissions – the APC shall document and present progress reviews during the development of schematics, design development, and construction documents submittals to ensure the plans adhere to management approach, operating objectives, and applicable correctional and space standards.
- b) Provide guidance in determining compliance with operating parameters – through regular reviews of the detailed construction drawings and specifications, provide an assessment of the design’s satisfaction of the operational and design intent, as well as adherence to standards and guidelines.
- c) Review design documents for total cost of ownership – assist with reviews of the construction documents relative to maintainability and life cycle cost.
- d) Update estimated annual operating budget - update staffing requirements and quantify potential impact on annual operating budget.
- e) Review the implications of all low voltage security devices – in conjunction with DOC security staff, provide regular reviews of the proposed electronic and AI design.
- f) Provide assistance in defining FF&E requirements – to support the security and operational mission, review schedules to expedite furniture, fixtures, and equipment (“FF&E”) procurement as the design process is completed.
- g) Assist the Owner/User with the review of schedule compliance – the APC should continuously review documentation from the D-E regarding scheduling, phasing, and integration of the various operational components of the CTF Annex with the CTF.
- h) Review cost estimates – an independent cost estimate should be provided by the D-E at the end of each standard architectural phase. The APC should review and comment to the Owner/User any issues and assist with identifying resolutions to budget conflicts.

### **C.6.3 TASK 03 CONSTRUCTION PHASE SERVICES**

The APC shall continue to champion the Architectural Program developed during the Pre-Design Phase, and the final, approved design documents developed during the design phase to ensure the District’s goals and objectives around cost and operational effectiveness are realized during the Construction Phase. The following tasks shall be performed by the APC to support the Owner/User during the construction phase.

#### **C.6.3.1 APC Representative**

The APC shall provide a full time representative to assist the Owner/User with continued consulting services and coordinate with the D-E representatives. In addition to general program oversight and the requisite level of on-site presence described below, the APC Representative shall serve as a construction compliance consultant to the Owner/User to support adherence to the operational and security objectives and serve as an on-site resource to assist in the review of schedule, change order, RFI, design interpretation issues, and facilitate monthly transition meetings throughout the term of the Construction Phase.

#### **C.6.3.2 Conduct Design Compliance Consulting during Construction**



- a) Monitor LEED compliance – the activities and services of the D-E and other consultants responsible for compliance with LEED Silver certification shall be monitored by the APC, including:
  1. Monitor the work of the independent LEED Certification Agent; and
  2. Prepare statements on the implications of LEED compliance on operational policies and procedures.
- b) Assist with the development and management of project-specific procedures – provide for communications, administration, document management, issue and resolution tracking, and warranty callback management.
- c) Assist with developing construction management procedures – the APC shall be the lead responsibility for developing for quality control, budget and schedule monitoring, submittal and shop drawing reviews, track information requests and responses, coordinate inspections, and report job progress.
- d) Assist with the coordination of the development of change management procedures – working with the D-E, the APC shall recommend control, schedule, cost analysis, alternate solution development, claims avoidance, claims negotiation and resolution options.
- e) Attend regularly scheduled construction scheduling meetings – participate in the quality control/plan review, material testing and inspection, enhanced building commissioning, and cost review.
- f) Define FF&E installation schedule – prepare documentation relating delivery lead times for FF&E relative to planned occupation of each phase of new construction.
- g) Provide basic services in the FF&E selection and installation – assist in the evaluation of the installation of selected furniture items:
  1. Develop the master FF&E items listing based on D-E design documents;
  2. Continuously manage and update FF&E estimates; and
  3. Coordinate FF&E items listing and prepare FF&E packages in compliance with:
    - i. District procurement policies;
    - ii. Existing DGS/DOC vendors and suppliers;
    - iii. Existing DGS/DOC contracts; and
    - iv. Coordinate installation of new FF&E items.

### **C.6.3.3 Conduct Project Management Activities during Construction**

- a) Assist the DGS with coordination of the activities and services of the D-E – monitor compliance with the architectural criteria documents and the Contract Agreement. The APC's role shall include, but is not limited to:
  1. Review and assist in the preparation of documents for verification of payment requests;
  2. Review and assist in the incoming and outgoing communications for the bid and award phase in a manner where questions and requests are responded to professionally, responsively and in a quality manner;
  3. Assist the DGS with preparing, assembling and issuing addenda;
  4. Assist with the bid evaluation process;

5. Review construction bids and participating in recommending the lowest responsive, responsible bidder;
  6. Assist in the preparation of recommendations and the assembly of documentation for approval by the District City Council and various local agencies; and
  7. Receive, review, and recommend contracts for execution.
- b) Assist DGS in the integration of Detention Equipment decisions - during construction, provide a range of services supporting the installation of low voltage and detention hardware items including:
1. Review Detention Equipment Contractors (“DEC”) submittals for adherence to program, bridging documents and DOC’s design objectives;
  2. Review and provide written responses for Detention Equipment submittals and related RFIs;
  3. Review DEC-related change order requests for program and design compliance;
  4. Assist DOC and CM with any conflict resolution related to DEC scope;
  5. Conduct periodic inspections of DEC installations and review for compliance with operational and programmatic goals;
  6. Perform a pre-commissioning review of DEC installations and notify DOC of items requiring correction.
- c) Monitor DEC commissioning services – through official communications, the APC shall advise and monitor the detention equipment systems Independent Commissioning Consultant for satisfaction of the following requirements, including to:
1. Conduct scoping meetings with the D-E and the DEC;
  2. Review equipment and assembly documentation for the detention equipment and related products and services;
  3. Establish start-up plan & documentation review;
  4. Prepare system start-up inspections;
  5. Identify and provide independent testing as required to ensure DEC system conformance;
  6. Provide O&M documentation review and verification;
  7. Coordinate as-built document review and verification;
  8. Train operating personnel in verification procedures;
  9. Assist in maintenance set up; and
  10. Review the DEC commissioning report to be included with the master commissioning report.

#### **C.6.3.4 Prepare Plans and Procedures for Project Close-Out**

- a) Monitor project close-out plan – participate with DGS in the management and coordination of closeout activities including status reports, record document preparation, building commissioning, warranty management.
- b) Provide assistance in the transition from construction to an operational facility – assist with document management and retention, equipment and service data,

operational and maintenance procedures, and CMMS/FM system information capture.

- c) Assist the Owner/User with the logistics of resident transfer – working with DOC staff, define a process for transferring future CTF Annex residents from the CTF to the new CTF Annex. This process shall begin during the early stages of construction and continue through the Transition and Activation assistance.

#### **C.6.4 Task 04 Transition & Activation Services**

The APC shall provide the following comprehensive services through project closeout and facility activation. In addition, six months after becoming operational, the APC shall return and complete a full evaluation and reporting on the facilities systems integration and utilization. The DOC will dedicate selected staff to the transition function and that other key facility staff will be reasonably available as required. The APC shall identify the work tasks and steps that cover the issues of transition team development, training, policy/procedure development, and facility activation. The Transition and Activation process shall include the following basic tasks.

##### **C.6.4.1 Conduct Orientation and Preliminary Training for Transition Staff Members**

- a) Prepare schedule and approach to T&A services – Working closely with the DOC staff, a schedule and format for a series of workshops shall be developed to prepare the Transition Team Coordinator (TTC) staff for the various roles and responsibilities within the TTC, including:
  1. Project Start-Up Meeting: Facilitate transition services through working sessions with the assigned DOC Transition Coordinator and those agency official(s) who have authority over the work of the designated full-time transition team (“Transition Team”).
  2. Transition Team Preliminary Training: Provide training to DOC Transition Team that shall generate understanding of the scope and complexity of the transition process.
  3. New Facility Orientation: Orient the Transition Team to the design and operational philosophy of the new facility through a review of the final design plans, equipment and furnishings lists, building specification books and other significant resource documents.

##### **C.6.4.2 Develop Model Staffing Plan and Organizational Chart**

- a) Assist with the update of the staffing plan – working with the proposed operational model for the CTF Annex, the APC and DOC Transition Team shall review and update the preliminary staffing plan developed during the Design Phase.
- b) Review the DOC proposed organizational plan – an organizational chart illustrating the command structure shall be developed and updated in concert with the staffing tables. The staffing plan shall respond to design and program requirements in terms of per shift Full Time Equivalent (“FTE”) requirements by construction phasing.

**C.6.4.3 Develop Operational Document**

- a) Assist the DOC's Transition Team in developing operating manuals – working with the DOC's T&A Team, the APC shall review existing facility policies and “work- through” and documenting of new operational scenarios, i.e. sequences of activities related to the performance of a particular function in the CTF Annex.
- b) Assist with policy and procedure development – Policies are definitive statements of an organization's position on an issue. Procedures are detailed step-by-step descriptions of the sequence of activities necessary for the achievement of the policy that it attends. The APC shall assist the DOC Transition Team in the re-developPM changed to APCent of policies and procedures that respond to day-to-day operational issues and that meet all standards.
- c) Assist with the development of post orders – the APC shall work with the transitional staff to redefine post orders specific to the new CTF Annex that provide a chronological schedule of work tasks that must be provided at each permanent security post.
- d) Assist with the development of job descriptions – working with the Transition Team, the APC shall assist with the development of job descriptions that respond to the operational requirements of the new CTF Annex to include: (i) the job descriptions that compliment titles; and (ii) tasks and management requirements suggested by the staffing table and organizational chart.

**C.6.4.4 Assist with the Development of a Start-Up and First Year Operating Budget**

- a) Assist with the development of a start-up and first year operating budget – a worksheet shall be developed that combines the anticipated annual operating cost for the CTF and CTF Annex. The worksheet shall divide operating costs into the broad-based categories of staffing, building maintenance and operation, and inmate provisions and identify budget line items that need to be accounted for, but which oftentimes are not considered.
- b) Assist with the development of a maintenance protocol – as part of the annual budget, significant attention shall be given to the development of appropriate deferred maintenance protocols. The APC shall work with DGS and DOC staff to identify responsibilities and target costs for continued maintenance.

**C.6.4.5 Conduct Post Occupancy Evaluation and Conclusions**

- a) Complete post occupancy evaluation - within one year of beneficial occupancy of the CTF Annex, the APC shall conduct a Post Occupancy Evaluation (“POE”) to ensure the facility functions as intended. The scope of the POE shall include:
  - 1. Survey staff representatives from all functional components of the CTF Annex and document responses;
  - 2. Survey sample of resident population for responses to the CTF Annex environment and operations;
  - 3. Identify aspects of design and construction that shall be altered APC or replaced; and
  - 4. Identify any needs for the modification of policies and procedures.

- b) Develop report of findings from the POE – a report of the findings of the performance of the CTF Annex and staff relative to the mission and vision identified in the Pre-Design Phase shall be developed and presented to the Owner/User. The report shall include any recommended adjustments to the operational plan.

## **C.7 APC STAFFING**

The APC shall maintain adequate resources to ensure the timely completion of the contract’s requirements and the achievement of the Department’s goals and objectives. The APC shall at a minimum provide or maintain the following:

### **C.7.1 Key Personnel**

The APC shall ensure the following key personnel with the noted minimum qualifications are available as needed:

- a) Project Executive – minimum 10 years’ experience performing work similar to the requirements discussed in Section C.
- b) Project Manager – minimum 5 years’ experience performing work similar to the requirements discussed in Section C.
- c) Principal Subject Matter Expert (“SME”) Planner – minimum 7 years’ experience performing work similar to the requirements discussed in Section C.
- d) Project Architect – minimum 7 years performing work similar performing work similar to the requirements discussed in Section C.
- e) Project Manager – Communications & Outreach – minimum 7 years’ experience performing work similar to the requirements discussed in Section C.

### **C.7.2 Other Staff and Supervision**

The APC shall ensure adequate staff with the appropriate expertise, knowledge, and experience required to support the key personnel are available through each of the four phases, as applicable. In addition, the APC shall provide all staff supervision and oversight.

### **C.7.3 Organizational Chart**

The APC shall maintain an updated organizational chart at all times during the Project. The organizational chart shall identify all key personnel, subcontractors, additional staff, and any other entities providing or supporting the APC. The organizational chart shall provide the lines of accountability and identify supervisors and staff and their reporting lines of authority.

## **C.8 APC PROJECT SCHEDULE**

The APC shall maintain a project schedule of the APC’s activities and requirements to be performed for each phase of the Project.

## **C.9 COMMUNICATION AND COORDINATION**

The APC acknowledges the importance of communication and coordination of efforts to the success of the development of the Architectural Program. To that end, the APC shall maintain effective and open lines of communication with DGS and DOC and their respective representatives including the DGS Project Manager, Internal, and External Stakeholders. In addition, the APC shall communicate and coordinate, as needed, with to be selected D-E, C-E, and the CM.

## **C.10 MEETINGS**

The APC shall be responsible for acting as recorder for all meetings with the Government Agencies that he attends. The meeting minutes shall clearly indicate the meeting number and date, numbering of each issue discussed, including description of the issue, who is responsible to address, by what date completion is expected, and date of completion. Minutes shall also record all open items, and will note the schedule of the contract, how far through the contract we are (including how far over schedule, if applicable), the financial status of the contract, and payments and a list of open Change Orders and Requests for Information. Memorandum for the Record of such meetings shall be typewritten and submitted to the Project Manager within five (5) calendar days from the date of the meeting, for review and approval prior to the distribution of meeting minutes and other meeting information as may be required.

## **C.11 ADMINISTRATIVE MATTERS**

The Contractor shall utilize the Department's PMIS to create, manage and/or submit any and all documentation required to be provided by the vendor during the course of the Project, including, but not limited to: (i) requests for information; (ii) submittals; (iii) potential change orders; (iv) meeting minutes; (v) pencil copy invoices; (vi) drawings and specifications; (vii) punch list; and (viii) other documents as may be designated by the Department.

## **C.12 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 (SCP) (Attachment J.2).

## **SECTION F**

### **PERIOD OF PERFORMANCE AND DELIVERABLES**

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

The term of the awarded contract will be for a base period of one year from date of execution by the Contracting Officer (“CO”), as specified on page 1 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 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 one (2) two-year period, followed by one three year period and finally one (1) year option periods (each, an “Option Period”), or successive fractions thereof, by written notice to the APC before the expiration of the contract; provided that the Department will give the APC 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 APC 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.3.

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed seven (7) years.

#### **F.3 DELIVERABLES**

The Contractor shall perform the activities required to successfully complete the Department’s requirements and submit each deliverable via the Department’s ProjectTeam in accordance with the following:

**F.3.1 TASK 01 - PRE-DESIGN PHASE DELIVERABLES**

Number	Section Reference	Name	Due Date
1	C.6.1.2	DOC CTF Annex Mission Statement	30 days from NTP
2	C.6.1.3	DOC Population report	30 days from NTP
3	C.6.1.4	CTF Development Plan	60 days from NTP
4	C.6.1.5	Updated Architectural Program	120 days from NTP
5	C.6.1.6	CTF Annex traffic & parking analysis report	90 days from NTP
6	C.6.1.7	Site & boundaries analysis report	60 days from NTP
7	C.6.1.9	Conceptual design documents	300 days from NTP
8	C.6.1.10	Preliminary Cost Estimate	300 days from NTP
9	C.6.1.11 a	Develop preliminary project schedule	300 days from NTP
10	C.6.1.12 a	Develop Preliminary Turnover & Activation plan	300 days from NTP
11	C.6.1.13	Inmate & Advocacy Group survey report	90 days from NTP
12	C.6.1.14	DOC Staff & Community survey report	90 days from NTP

**F.3.2 TASK 02 - DESIGN PHASE DELIVERABLES**

Number	Section Reference	Name	Due Date
13	C.6.2.1	Project Organization, Scheduling, Policies and Reporting Plan	330 days from NTP
	C.6.2.1 d	Finalize Turnover/ activation plan	
14	C.6.2.2	Project Management Plan	330 days from NTP

**F.3.3 TASK 03 CONSTRUCTION PHASE DELIVERABLES**

No scheduled deliverables.

**F.3.4 Task 04 Transition & Activation Services**

Number	Section Reference	Name	Due Date
15	C.6.4.1	Transition & Activation report	1095 days from NTP
16	C.6.4.2	DOC Staffing plan & Org Chart	1095 days from NTP
17	C.6.4.3	Facility Operations Procedures	1095 days from NTP
18	C.6.4.4	First year start up operations budget report	1095 days from NTP
19	C.6.4.5	Post Occupancy report & Lessons learned	2555 days from NTP

**F.3.5 Other Deliverables**

<b>Number</b>	<b>Section Reference</b>	<b>Name</b>	<b>Due Date</b>
20	C.7.3	APC Organizational Chart	5 days from NTP
21	C.8 a	Pre-Design Phase Schedule	10 days from NTP

**F.4** 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 Consultant, 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 Consultant on or before the 30<sup>th</sup> day after receiving a proper invoice from the Consultant.

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

- G.2.1** The APC shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>. The APC shall submit proper invoices on a monthly basis. To constitute a proper invoice, the APC shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the APC's profile.
- G.2.2** On the twenty-fifth day of each month the APC 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 APC 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 APC may protest and pursue a claim as provided in this Agreement and the Standard Contract Provisions (General Provisions) Supplies and Services Contracts (SCP) (Attachment J.2).

### **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 Consultant 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 APC 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.
- (b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:

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

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

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

**G.5.1** In accordance with 27 DCMR 3250, the Consultant 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 Consultant, 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 Consultant under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:

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

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

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

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

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

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

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

**G.6.1.2.3** 15th day after any other required payment date.

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

### **G.6.2 Payments to Subcontractors**

**G.6.2.1** The Consultant must take one of the following actions within seven (7) days of receipt of any amount paid to the Consultant 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 Consultant's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.6.2.2** The Consultant 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 Consultant 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 Consultant 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 Consultant 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:

James H. Marshall  
Contracting Officer  
Department of General Services  
2000 14<sup>th</sup> Street NW 34<sup>th</sup> Floor  
Washington, DC 20009  
202 664-0416  
[james.marshall@dc.gov](mailto:james.marshall@dc.gov)

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

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

**G.8.2** The Consultant 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 Consultant 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 Consultant’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 Consultant personnel, if applicable;

**G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Consultant’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:

Agyei Hargrove  
Executive Program Manager  
Department of General Services  
1250 U Street NW, 4<sup>th</sup> Floor  
Washington, DC 20009  
Office: (202) 698-4151  
Mobile: (202) 360-3728  
Email: [agyei.hargrove@dc.gov](mailto:agyei.hargrove@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 Consultant;
- (e) Change the period of performance; or
- (f) Authorize the use of District property, except as specified under the contract.

**G.9.4** The APC 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.

## **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 Consultant 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 Consultant 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 Consultant shall be bound by the Wage Determination No 2015-4281 Revision No. 24 dated June 27, 2022, 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.3. The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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;

(c) 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 Consultant 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 Consultant 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 Consultant shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

**H.4.2** The Consultant 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 Consultant 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 Consultant shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) (Attachment J.6.1) with the District of Columbia Department of Employment Service's (DOES), in which the Consultant 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 Consultant shall not begin performance of the contract until its Employment Agreement and Initial Employment Plan (Attachment J.6.2) have been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

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

**H.5.5** The Consultant'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 Consultant 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 Consultant 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 Consultant 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 re-determinable contract, or any combination of these, the Consultant 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 Consultant’s plants, offices or other facilities or parts of them, engaged in performing the contract.
- H.6.3** **Cost or pricing data.** If the Consultant 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 Consultant’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 Consultant or subcontractor to create or maintain any record that the Consultant or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

**H.6.5 Reports.** If the Consultant 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 Consultant’s policies and procedures to produce data compatible with the objectives of these reports; and
- b) The data reported.

**H.6.6 Availability.** The Consultant 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 Consultant shall make available the records relating to the work terminated until three (3) years after any resulting final termination settlement; and
- b) The Consultant 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 Consultant 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- re-determinable 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 Consultant and the Consultant’s employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any



and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

## **H.8 LIVING WAGE ACT**

The Contractor agrees that the work performed under the proposed contract shall be subject to the living wage act in effect at the time of the Contract execution by the Department. As such, the Contractor and its subcontractors shall comply with the wage reporting requirements imposed by the act as set forth in Attachment J.7.

## **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 SBE Subcontracting Plan (Attachment J.5) 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 Consultant 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 Consultant has a subcontracting plan required by law for this contract, the Consultant 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 Consultant 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 Consultant 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 Consultant’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 Consultant 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 Consultant shall not require an applicant for employment, or a person who has requested consideration for employment by the Consultant, 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 Consultant may require an applicant to disclose or reveal a criminal conviction.

**H.10.4** The Consultant 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**

### **H.11.1 Related Procurements**

The Department intends to conduct the following procurements related to the CTF Annex:

- Architecture/Engineering Services
- Construction Services
- Construction/Project Manager

The APC shall coordinate work as required with the selected contractors from each of these procurements.

## **H.12 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 Consultant 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 Consultant 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 (SCP) (Attachment J.2). 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 Officer.

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

**I.5.1** The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 (“SCP”), Article 14: Disputes (Attachment J.2).

**I.8 CHANGES**

- I.8.1** 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.
- I.8.2** The District shall not require the Consultant, and the Consultant 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:

- a) Agrees with Consultant, and if applicable, the subcontractor on a price for the additional work;
- b) Obtains a certification of funding to pay for the additional work;
- c) Makes a written, binding commitment with the Consultant to pay for the additional work within 30-days after the Consultant submits a proper invoice; and
- d) Provides the Consultant with written notice of the funding certification.

**I.8.3** The Consultant shall include in its subcontracts a clause that requires the Consultant to:

- a) 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;
- b) 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
- c) Notify the subcontractor and CO in writing of the reason the Consultant withholds any payment from a subcontractor for the additional work.
- d) Neither the District, Consultant, 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 Consultant, 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 Consultant, 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 Consultant 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 Consultant 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 Consultant’s bid that adaptation will violate existing agreements or statutes and Consultant 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, Consultant 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 Consultant.

**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 Consultant 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 Consultant’s business.



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

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Consultant 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 Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant hereunder shall not subcontract any of the Consultant'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 Consultant. Any such subcontract shall specify that the Consultant and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Consultant shall remain liable to the District for all Consultant's work and services required hereunder.

### **I.13 INSURANCE**

**A. GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall 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 and wish to propose different insurance requirements than outlined below, 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 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.

General liability, commercial auto, workers' compensation and property insurance policies (if applicable to this agreement) 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 Contractor and subcontractors.

## **B. INSURANCE REQUIREMENTS**

1. **Commercial General Liability Insurance ("CGL")** - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, 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.

The contractor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

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

2. **Automobile Liability Insurance** - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, 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.

3. **Workers' Compensation Insurance** - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

**Employer's Liability Insurance** - The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by paragraphs 1,2 and 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. **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. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.

5. **Professional Liability Insurance (Errors & Omissions)** - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$5,000,000 per claim or per occurrence for each wrongful act and \$5,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. **Commercial Umbrella or Excess Liability** - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella 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) \$5,000,000 per occurrence and \$5,000,000 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.

**C. 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.

**D. 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.

**E. 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.

**F.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.

**G. 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.

**H. 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. 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 electronically to [jammers.marshall@dc.gov](mailto:jammers.marshall@dc.gov)

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to

completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

J. **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.

K. **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 Attachment J.4. 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 (SCP);
- (d) Contract Attachments other than the Standard Contract Provisions (General Provisions) Supplies and Services Contract (SCP) in the order they appear;
- (e) RFP, as amended;
- (f) BAFOs (in order of most recent to earliest); and
- (g) Contractor's Proposal.

#### **I.16 NON-DISCRIMINATION CLAUSE**

See Article 20 of the Standard Contract Provisions (General Provisions) Supplies and Services Contract (SCP)(Attachment J.2).

#### **I.17 COMPLIANCE WITH MAYOR'S ORDERS REGARDING COVID-19**

**I.17.1** The Consultant is required to comply with Mayor's Order 2021-099, COVID-19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns, and Grantees,

dated August 10, 2021, and all substantially similar vaccine requirements, including any modifications to this Order, unless and until they are rescinded or superseded. At the request of the District government, Contractors may be asked to provide certification of compliance with this requirement and/or documents and records in support of this certification.

**I.17.2** The Consultant is required to comply with City Administrator’s Order 2021-4, Resumption of Requirement for All Persons to Wear a Mask Inside District Government Buildings and While on Duty as a District Government Employee or Contractor, dated July 30, 2021, and all substantially similar mask requirements including any modifications to this Order, unless and until they are rescinded or superseded.

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

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



- (1) As calculated using a de minimis rate of 10% of all direct costs under this contract;
- (2) By negotiating a new percentage indirect cost rate with the awarding agency;
- (3) As calculated with the same percentage indirect cost rate as the nonprofit organization negotiated with any District agency within the past 2 years; however, a nonprofit organization may request to renegotiate indirect costs rates in accordance with B.7.2; or
- (4) As calculated with the same percentage indirect cost rate as the nonprofit organization negotiated with any District agency within the past 2 years; however, a nonprofit organization may request to renegotiate indirect costs rates in accordance with B.7.2; or

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

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

**SECTION J  
 ATTACHMENTS**

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

Attachment Number	Document
<b>J.1</b>	Architectural Program Consultant Specific Attachments
<b>J.1.1</b>	New Correctional Facility Draft Architectural Program Report October 25, 2016
<b>J.1.2</b>	2022 Facility Conditions Assessment – CTF  <a href="#">2022 Facility Condition Assessment Final Report Building 20 – C.T.F.pdf</a>
<b>J.1.3</b>	2022 Facility Conditions Assessment – DC Jail  <a href="#">2022 Facility Condition Assessment Final Report DC Jail.pdf</a>
<b>J.1.4</b>	District Task Force on Jails & Justice Phase I Report, A Framework for Change <a href="http://www.courtexcellence.org/news-events/Task-Force-Report">http://www.courtexcellence.org/news-events/Task-Force-Report</a>
<b>J.1.5</b>	District Task Force on Jails & Justice Phase II Report, Jails & Justice: Our Transformation Starts Today <a href="http://www.courtexcellence.org/uploads/publications/TransformationStartsToday.pdf">http://www.courtexcellence.org/uploads/publications/TransformationStartsToday.pdf</a>
<b>J.1.6</b>	American Correctional Association 4 <sup>th</sup> Edition Space Guidelines and Standards <a href="https://www.aca.org/ACA_Member/ACA/ACA_Member/Standards_and_Accreditation/StandardsInfo_Home.aspx">https://www.aca.org/ACA_Member/ACA/ACA_Member/Standards_and_Accreditation/StandardsInfo_Home.aspx</a>
<b>J.2</b>	The Department of General Services Standard Contract Provisions (General Provisions) Supplies and Services Contracts, (SCP)
<b>J.3</b>	U.S. Department of Labor Service Contract Act Wage Determination
<b>J.4</b>	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85



<b>J.5</b>	DSLBD SBE Subcontracting Plan (if required by law)
<b>J.6</b>	Department of Employment Services First Source
<b>J.6.1</b>	Employment Agreement
<b>J.6.2</b>	First Source Initial Employment Plan
<b>J.7</b>	Way to Work Amendment Act of 2006 – Living Wage Notice and Fact Sheet
<b>J.8</b>	Bidder/Offeror Certification Form
<b>J.9</b>	Past Performance Evaluation
<b>J.10</b>	Tax Certification Affidavit
<b>J.11</b>	Campaign Finance Reform Contractor Self-Certification
<b>J.12</b>	Section B.3 Price/Cost Schedule

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

Bidder/Offeror Certification Form Attachment J.8

## **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 offerors whose offers 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** The offeror shall submit two (2) attachments in its electronic submittal: (1) a technical proposal, and (2) a price proposal. The offeror shall label each attachment, i.e., “Technical Proposal”, “Price Proposal.”

**L.2.2** Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror’s response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

##### **L.2.3 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. The Technical Proposal shall contain the following information:

**L.2.3.1 Past Performance and Relevant Experience of the Offeror and the Offeror’s Team  
(0 – 25 Points)**

The Department desires to engage a Consultant with the experience necessary to successfully complete the required work as described in Section C of this RFP. This factor considers the extent of the Offeror and the Offeror’s team’s past performance within the last seven (7) years, in developing an architectural program for a correctional facility of comparable size involving pre-design, design, construction, and transition phases discussed in Section C.6 of the RFP.

Offerors will be evaluated based on the Offeror and the Offeror’s team’s (i) past performance on relative contracts with the District, other governmental entities, and private industry in terms of the relevancy of the project and the cost control, quality of work and compliance with performance schedule; and (ii) the Offeror’s past performance working with its proposed sub-consultants.

Offerors shall submit the following information in their Proposals:

- a) List of all projects that the Offeror and its sub-consultants have worked on in the last seven (7) years that included the development of an architectural program as described in Section C of the RFP for a correctional facility or secure facility. The currency and relevance of the information, source of information, context of the data, and general trends in Offeror’s performance shall be considered. The Offeror shall ensure, at a minimum, the following information is provided for each project:
  1. Name of Project;
  2. Name of the Contact Person, and Title, Telephone Number and email address;
  3. Contract Number;
  4. Dollar Amount, and Period of Performance;
  5. Identification of the Entity (Offeror or Offeror’s Team member) completing the work and whether the entity served as the prime contractor or a sub-contractor on the project; and
  6. Description of the work performed. The description of the work shall identify what portion of the requirements discussed in Section C were completed.
  
- b) Past Performance Evaluations Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms (Attachment J.9) are completed and submitted on behalf of the Offeror and a minimum of two (2) Past Performance Evaluation Forms (Attachment J.9) to the attention of James Marshall through the DGS portal at <https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2> by the due date for proposals (L.4.2). Past performance evaluations must be completed by client entities.

This element of the evaluation will be worth up to twenty-five **(25) points**.

### **L.2.3.2 Technical Capabilities and Expertise of Offeror and Key Personnel (25 points)**

Offerors will be evaluated based on the firm and its sub consultants Key Personnel’s technical capabilities, experience and professional qualifications in performing work similar to the requirements described in Section C.

The Offeror shall include the following in its proposal:

- a) An Organizational Chart identifying the Key Personnel as described in C.7.1 and other staff as described in C.7.2. The chart shall include all staff and indicate the Offeror’s overall organization and reporting lines and accountability.
- b) A matrix of the Key Personnel providing their level of engagement for this project and their specific expertise relative to the project requirements described in Section C.6.
- c) Provide resume for each named Key Personnel, demonstrating the qualification requirements described in C.7.1 have been met and the Key Personnel have the previous experience, education, licensing, certifications specialized experience and demonstrated technical competence necessary to successfully complete their role in the Project. The Offeror shall ensure that each resume identifies and discusses the most recent Projects worked on similar to the requirements described in C.6.

This element of the evaluation will be worth up to twenty **(25) points**.

### **L.2.3.3 Project Management Plan and Approach (25 Points)**

Offeror’s shall submit a detailed Project Management Plan (PMP) which reflects a clear understanding and knowledge of the required consulting services, including the

- a) Description of the Offeror’s methodology and overall approach to successfully complete the consulting services described in Section C.6 to achieve the goals and objectives discussed on Section C.4;
- b) Approach to engage both internal and external stakeholders;
- c) Approach to successfully address AHJ;
- d) Overall Management of their personnel and any subconsultants; and
- e) Discussion of key personnel, their roles and responsibilities and the effective integration of tasks and requirements.

This element of the evaluation is worth up to twenty **(25) points**.

**L.2.4 Volume 2 Price Proposal (25 Points)**

**L.2.4.1 Offer Letter and Price Sheets**

See Attachment J.12.

**L.2.4.2 Price Proposal Attachments**

The Offeror shall complete and provide the following Attachments in the Offeror's Price Proposal:

- a) Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85, Attachment J.4;
- b) DSLBD Subcontracting Plan (Attachment J.5);
- c) First Source Employment Agreement (Attachment J.6.1);
- d) First Source Employment Plan (Attachment J.6.2);
- e) Bidder-Offeror Certification Form. Each Offeror shall complete and submit with its Price Proposal the Bidder-Offeror Certification Form attached hereto as Attachment J.8. An Offeror who submits an incomplete or improperly or inaccurately completed Bidder-Offeror Certification Form may be deemed non-responsive;
- f) Tax Affidavit (Attachment J.10);
- g) Campaign Finance Reform Self-Certification (Attachment J.11);
- h) Clean Hands Certification available at <https://mytax.dc.gov/> ;
- i) Page 1 of the RFP with Acknowledgement of Amendments section completed; and
- j) Legal Status of Offeror – The Offeror shall include the information listed in Section L.15 Legal Status of Offeror

**L.2.5** Offerors shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

**L.2.6** The District will reject any offer that fails to include a subcontracting plan that is required by law.

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

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

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

**L.4.1 Delivery of Submissions**

Submissions shall be submitted electronically through the DGS portal at:

<https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2>

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

Submissions shall be sent electronically as described in Section L.4.1 no later than **2:00 P.M.** on **February 16, 2023**. The Offeror assumes the sole responsibility for timely submission of its proposal.

**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 Department 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 **February 2, 2023**. The District may not consider any questions received after **February 2, 2023**. 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:

James H. Marshall  
Contracting Officer  
Department of General Services  
1250 U Street, NW 3<sup>rd</sup> Floor  
Washington, DC 20009  
Re: Contract Number DCAM-23-CS-RFP-0007

**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. If the Offeror is a team, the teaming agreement should include intentions, roles and responsibility of the prime contractor, roles and responsibility of the teaming partner, why the parties are teaming, division of the work and percentages. If the Offeror is a team or a Joint Venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or Joint Venture in light of their role in the proposed team or Joint Venture.

## **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 AND SITE VISIT**

### **L.18.1 Pre-proposal Conference**

A Pre-proposal conference will be held January 26, 2023 at 10:00am at a location to be determined. 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.

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.18.2 Site Visit**

A site visit will be held January 26, 2023 at 1:00pm.

## **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 (75 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 develop and provide an Architectural Program as described in Section C and provided in response to the submission requirements specified in Section L.2.3. The Technical evaluation will be worth 80 (eighty) points. The total points are distributed in accordance with the following:

**M.3.1.1 Past Performance and Relevant Experience of the Offeror and the Offeror’s Team (0 – 25 Points)**

**M.3.1.2 Technical Capabilities and Expertise of Offeror and Key Personnel (25 points)**

**M.3.1.3 Project Management Plan and Approach (25 Points)**

**M.3.2 Price (0 - 25 points)**

The price evaluation will be objective and will be worth 25 (points. The Department will evaluate the offerors total proposed Grand Total provided in Section B.3.5 (Attachment J.12). 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 Consultant can receive is 12. The preference points as described in M.5 will be added to the Consultant’s evaluation score.

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

The District will evaluate offers for award purposes by evaluating the total price for the base year and all options years. Evaluation of options shall not obligate the District to exercise them.

### **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.