

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



Addendum No. 11
To
REQUEST FOR PROPOSALS NO. DCAM-19-CS-RFP-0075
ROOF MANAGEMENT PROGRAM

Issued: April 23, 2019

This Addendum No. 11 is issued and hereby published on the DGS website on **April 23, 2019**. Except as modified hereby, the Request for Proposals ("RFP") remains unmodified.

Item #1: Section A.1 of the RFP is hereby deleted in its entirety and replaced with the following:

Section A.1 Contract Term and Fee Structure

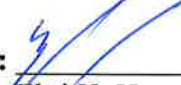
The Contract period shall consist of one (1) base year with four (4) one (1) year option periods. Option periods will be exercised at the Department's discretion. The Contract resulting from this RFP will be a firm fixed price contract with an owner-controlled allowance for work issued on a per task order basis pursuant to hourly labor rates as set forth in **Attachment A**, Offer Letter and Bid Form. The firm fixed price is described in Part A of **Attachment A** and includes those elements of the requirements that are well-defined. Part B of the Bid Form includes fixed hourly labor rates for consultant staff required to perform "as needed" services with aggregate Not to Exceed ("NTE") values included under Part A of the Bid Form. Offerors ("Offeror(s)") shall submit with their proposals ("Proposals") an Offer Letter and Bid Form as set forth in **Attachment A** of this RFP. Any authorized work under the predetermined aggregate not to exceed ("NTE") values of owner controlled allowances for Base and each Option Year periods shall be issued via Task Orders. The Contract NTE value of allowances will be managed by the Department and is created solely for the Department's benefit. Any unused balances under such NTE values will convert to the Department.

Item #2: Attachment A (Offer Letter and Bid form) is deleted in its entirety and replaced with REVISED Attachment A (Offer Letter and Bid Form) as hereby attached to this Addendum as (**Exhibit 1**) and incorporated to the RFP.

Item #3: Attachment P (Notice to Proceed and Letter Contract) is hereby incorporated to the RFP and attached herein as (**Exhibit 2**).

Item #4: Attachment N (Form of Contract) is hereby incorporated to the RFP and attached herein as (**Exhibit 3**).

Item #5: The Due Date for Proposals is hereby extended to April 26, 2019 at 2:00 PM.

By: 
Ebtisam K. Hana
Contracting Officer

Date: 04/23/2019

Exhibit 1

Attachment A

Attachment A

[Offeror's Letterhead]

[Insert Date]

District of Columbia Department of General Services
1250 U Street, NW, 3rd Floor
Washington, DC 20009

Attention: Franklin Austin
Contracting Officer

Reference: Request for Proposals
Roof Management Program DCAM-19-CS-RFP-0075

On behalf of [INSERT NAME OF OFFEROR] (the "Offeror"), I am pleased to submit this Proposal in response to the Department of General Services' (the "Department" or "DGS") Request for Proposals (the "RFP") to provide Roof Management Services. The Offeror has reviewed the RFP and the attachments thereto, any addenda(s) thereto, and the proposed Form of Contract (collectively, the "Proposal Documents") and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit its Proposal in response to the RFP. The Offeror's Proposal shall include the grand total of the firm-fixed prices items (items included under Part A of the attached Proposal Form).

Part B of the Proposal Form includes fixed hourly labor rates for consultant staff required to perform "as needed" services on a per Task Order basis and pursuant to the estimated Not to Exceed values of allowances included under Part A of the Proposal Form.

The Offeror's Proposal is as follows for the Base Year and Four One (1) Year Option Periods:

Part A	Firm Fixed Price (From Part A – Proposal Form) for the Base Year	\$
	Firm Fixed Price (From Part A – Proposal Form) for Option Year One	\$
	Firm Fixed Price (From Part A – Proposal Form) for Option Year Two	\$
	Firm Fixed Price (From Part A – Proposal Form) for Option Year Three	\$
	Firm Fixed Price (From Part A – Proposal Form) for Option Year Four	\$

The Offeror's Proposal including the fixed price (as defined in Part A) and the Hourly Rates (as defined in Part B) are based on the Proposal Documents as issued and assume no material alteration of the terms of the Proposal Documents (collectively, referred to as the "Offeror's Proposal"). See attached Proposal Form.

The Offeror acknowledges and understands that the firm-fixed prices are firm, fixed prices to cover all overhead, profit and all other costs incurred by the Offeror in performing the tasks on which the firm-fixed prices are based and that such amount includes funding for work which is not described in the RFP and attachments thereto but which is reasonably inferable therefrom. The Offeror further acknowledges and understands that the hourly rates are fixed, loaded rates to fully complete the work defined by the 2 allowed under Part A of the Proposal Form as described in the RFP. It is understood that other than the cost of parts and materials, such rates will be the Offeror's sole compensation for

work performed and includes adequate amounts to cover the Offeror's labor, field equipment, overhead, insurance and profit.

The Offeror's Proposal is based on and subject to the following conditions:

1. The Offeror agrees to hold its proposal open for a period of at least one hundred twenty (120) days after the date of the Proposal.
2. Assuming the Offeror is selected by the Department and subject only to the changes requested in paragraph 5, the Offeror
3. Agrees to enter into a contract with the Department on the terms and conditions described in the Proposal Documents within ten (10) days of the notice of the award.
4. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this Proposal form and bind the Offeror to the terms of the Offeror's Proposal. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's Proposal.
5. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the RFP in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.

6. The Offeror's proposal is subject to the following requested changes to the Form of Contract: [INSERT REQUESTED CHANGES. OFFERORS ARE ADVISED THAT THE CHANGES SO IDENTIFIED SHOULD BE SPECIFIC SO AS TO PERMIT THE DEPARTMENT TO EVALUATE THE IMPACT OF THE REQUESTED CHANGES IN ITS REVIEW PROCESS. GENERIC STATEMENTS, SUCH AS "A MUTUALLY ACCEPTABLE CONTRACT" ARE NOT ACCEPTABLE. OFFERORS ARE FURTHER ADVISED THAT THE DEPARTMENT WILL CONSIDER THE REQUESTED CHANGES AS PART OF THE EVALUATION PROCESS.]

7. The Offeror hereby certifies that neither it nor any of its team members have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or sub-consultant that is certified by the District of Columbia Office of Department of Small and Local Business Enterprises as a Local, Small, Resident Owned or Disadvantaged Business Enterprise (collectively, "LSDBE Certified Companies") from participating in the work if another company is awarded the contract.
8. This Proposal form and the Offeror's Proposal are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE OFFEROR].

Sincerely,

By: _____

Name: _____

Its: _____

DELIVERABLE ITEM	Unit/Quantity	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Part A - Firm Fixed Price Items:						
B.6.1 Operation and Maintenance of Roof System						
B.6.1.1 - Roof Surveys, Inspections and Roof Information Database (Entire DGS Portfolio)	1/lot	\$	\$	\$	\$	\$
B.6.1.2 - Condition Assessment Reports for Each Bldg. (Entire DGS Portfolio)	1/lot	\$	\$	\$	\$	\$
B.6.1.3 - Annual Preventive Maintenance and Minor Repair and Update System Database (Flat and Low Slope Roofs - Entire DGS Portfolio)	Included in B.6.1.1 above	N/A	N/A	N/A	N/A	N/A
B.6.1.4 - Preventive Maintenance Checklists for Each Roof Section (Entire DGS Portfolio)	1/lot	\$	\$	\$	\$	\$
B.6.1.5 - 24/7 Manage Leak Response Desk and Provide Status Reports (Annual 12-months)	1/lot	\$	\$	\$	\$	\$
B.6.1.6 - Quarterly Green Roof Maintenance and provide Status Reports (Annual 12-month - 4 visits per year)	1/lot	\$	\$	\$	\$	\$
B.6.1.7 - Steep slop Roof Assessment and Condition Assessment Reports (25% of steep roofs portfolio annually)	1/lot	\$	\$	\$	\$	\$
B.6.2 Capital Requirements for Roof Systems						
B.6.2.3 - Roof Betterment Management (annual firm fixed price for entire DGS portfolio)	1/lot	\$	\$	\$	\$	\$
B.6.2.5 - Roof Asset Management Plan (RAMP) (annual cost for entire DGS portfolio)	1/lot	\$	\$	\$	\$	\$
B.6.3 Online Roof/Energy Information System and Database						
Annual License Fee to include all Support and Updates	1/lot	\$	\$	\$	\$	\$
B.6.4 Monthly Status Reports						
Annual Firm Fixed Price for Entire Contract	1/lot	\$	\$	\$	\$	\$
Estimated Aggregate Not to Exceed ("NTE") Values of Owner Controlled Allowances Per Base and Option Year Periods						
Support DGS Facilities Operations Services (B.6.1.5 and B.6.1.8)	Per Task Order(s) Utilizing the Hourly Labor Rates from Part B	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
Support DGS Design and Construction Management (B.6.2.1, B.6.2.2 and B.6.2.4)	Per Task Order(s) Utilizing the Hourly Labor Rates from Part B	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00
Total Part A - Firm Fixed-Price						

Exhibit 2

Attachment P

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



[DATE]

By Electronic Mail

[Name and Address of the Vendor]

[EMAIL OF VENDOR]

Reference: Request For Proposals No. DCAM-19-CS-RFP-0075 (“RFP”) – Roof Management Program

Subject: Notice to Proceed and Letter Contract

Dear Mr. [NAME]

We refer to the proposal submitted by VENDOR (the “Contractor”) in response to the above referenced RFP. We are pleased to inform you that this work has been awarded to [CONTRACTOR], and if this Letter Contract is signed by the Contractor without modification of any kind, it will serve as a notice to proceed for the work described below. This notice to proceed is subject to the following terms:

1. Letter Contract. This is a Letter Contract between the Contractor and the District of Columbia Government, acting by and through its Department of General Services (“DGS” or the “Department”), and shall govern our relationship until such time as a final contract is entered into for the work described in the above referenced RFP (the “Definitized Contract”); provided, however, that to the extent an issue is not covered in this Letter Contract, the Request for Proposal shall govern. Once the Definitized Contract is signed, this Letter Contract shall automatically terminate and merge into the Definitized Contract.
2. Scope of Work. The Contractor shall provide the following services: { } as described in the Contractor’s Proposal dated [DATE] submitted in response to the subject RFP.
3. Deliverables. In connection with the services provided pursuant to this Letter Contract, the Contractor shall provide, at a minimum, the deliverables in accordance with the requirements in the RFP and Form of Contract to the Department’s Program Manager and in the referenced instances to the Contracting Officer.

4. Not to Exceed Amount. The limit of this authorization is up to [\$]. In no event shall the Contractor be entitled to receive more than that amount under this Letter Contract unless authorized in advance and in writing by a duly authorized Contracting Officer. This not-to-exceed amount includes all costs incurred by the Contractor in connection with the work authorized hereby.

5. Insurance. At all times while working under this Letter Contract, the Contractor shall maintain insurance as described in the RFP. All such policies shall be endorsed to add the District of Columbia, including, but not limited to, its Department of General Services, and the respective agents, employees and offices of each as additional insureds.

6. Duration. Once signed by the Contractor, the Letter Contract will become effective on the date the Letter Contract is executed by the Department. This Letter Contract will terminate on the earlier to occur of the following: (i) the date the Definitized Contract becomes effective; or (ii) [DATE]. DGS reserves the right to terminate this Letter Contract, in whole or specified part, for convenience in the manner described in the District of Columbia Department of General Services Standard Contract Provisions General Provisions for Construction Contract.

7. Billing. All invoices shall be submitted directly to the Department at the address specified in the RFP. Purchase Order numbers should be included in all future invoices and accounting records. Properly prepared invoices with the necessary backup shall be paid within thirty (30) days of receipt. Invoices not paid by that date shall bear interest in accordance with the Quick Payment Act.

8. Prolog. The Contractor shall utilize the Department's Prolog system to submit any and all documentation required to be provided by the Contractor for the Project, including, but not limited to: (i) requests for information; (ii) submittals; (iii) meeting minutes; (iv) invoices/applications for payment (full package including all forms required by DGS); (v) certified payrolls (in addition to upload via LCP Tracker); (vi) drawings and specifications; (vii) punchlist; and (viii) other documents as may be designated by the Department. The Contractor also shall require all subcontractors and subconsultants to utilize prolog for the Project.

9. Purchase Order Number. This Letter Contract will become effective on the date the Letter Contract is executed by the Department. The Department's Contracting & Procurement Division will issue a purchase order number within five (5) business days. The purchase order will be sent in a separate cover. That number should be included in all future invoices and accounting records. In the event that you do not obtain a purchase order number please contact NAME via [EMAIL] directly to obtain this number.

10. Ownership and Use of Documents. All documents and work product prepared by the Contractor shall become the property of the Department upon the payment of invoices submitted under the Letter Contract.

11. Entire Agreement; Modification. This Letter Contract, along with the Standard Contract Provisions, (**Exhibit A** –Construction, **Exhibit B** Supplies and Services and **Exhibit C**

Architectural and Engineering Services) supersede all contemporaneous or prior negotiations, representations, course of dealing, or agreements, either written or oral. No modifications to this Letter Contract shall be effective against the Department and unless made in writing signed by the Department. Notwithstanding the provisions of this Section 11, nothing herein shall limit the Department's ability to unilaterally modify this Letter Contract.

ISSUED BY:

ACCEPTED BY:

By: _____
Name: Franklin Austin
Title: Contracting Officer
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

Exhibit B

Exhibit C

Exhibit 3

Attachment N

ROOF MANAGEMENT SERVICES AGREEMENT

BY AND BETWEEN

DEPARTMENT OF GENERAL SERVICES

AND

[Insert Contractor]

CONTRACT NUMBER: DCAM-19-CS-RFP-0075

ROOF MANAGEMENT AGREEMENT
CONTRACT NUMBER: DCAM-19-CS-RFP-0075

THIS ROOF MANAGEMENT AGREEMENT ("Agreement" or "Contract") is made by and between the **DISTRICT OF COLUMBIA GOVERNMENT**, acting by and through its **DEPARTMENT OF GENERAL SERVICES** (the "Department" or "DGS"), and [**Contractor**], (the " Consultant" or "Contractor" and, individually or collectively with the Department, the ("Party") or ("Parties")), effective as of the last date of the Parties' duly authorized signatures (the "Effective Date").

Recitals:

R.1 The Department issued a request for proposals dated February 27, 2019 (the "RFP") to engage a Consultant to implement a roof management program to ensure that District properties' roofs are properly maintained and managed for the purpose of increasing asset life and thereby decreasing capital costs, preventing leaks, remedying leaks promptly and timely, facilitating the use of roof spaces to ensure environmental efficiency, and reducing stormwater run-off;

R.2 The Consultant submitted a proposal entitled [TITLE OF PROPOSAL dated DATE OF PROPOSAL] to provide roof management services;

R.3 The Department is responsible for the day-to-day management of approximately 12.6 million square feet of roofs on all DGS facilities (the "Roof Portfolio");

R.4 The Consultant will support DGS and its Energy and Sustainability Division ("DGS SE") in connection with that Division's mission to reduce energy consumption and to minimize the impact on the environment. As part of this effort, the roofs should be managed to reduce energy usage in DGS facilities through energy conservation, provide a platform for renewable energy production, and the mitigation of stormwater and urban heat island effects through an integrated roof management program;

R.5 The Department has invested more than \$2 million in green roof construction, roof restoration and re-roofing projects using Energy Star certified roofing membranes, insulation upgrades and related projects. The Consultant shall support these initiatives as requested by DGS through the tasks outlined in this Agreement which will be included in the roof management program;

R.6 The Consultant desires to provide such services subject to the conditions and terms set forth herein; and

R.7 The Department desires to retain the Roof Consultant under the conditions and terms set forth herein to provide the services specified herein;

R.8 The Parties entered into a letter contract dated () 2019 to perform a portion of the required services as set forth in the letter contract. The Parties understand that the letter contract is merged into, and is hereby superseded by this Contract.

NOW, THEREFORE, in consideration of the promises and the covenants, conditions, representations and warranties contained herein, and for other good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

SECTION 1 CONTRACT TYPE, SUPPLIES OR SERVICES AND

PRICE/COST.

Section 1.1 Appointment. The Consultant accepts the relationship of trust and confidence established with the Department by this Agreement, and covenants with the Department to provide the Consultant's reasonable skill and judgment and to cooperate with the Department and its various contractors including those working on the various projects with the Roof Portfolio in furthering the interests of the Department. The Consultant shall provide management services to the Department in connection with the Roof Portfolio and each project within it as set forth herein and shall use its reasonably best efforts to ensure that the projects assigned to the Consultant are completed on-time, on-budget and in a manner consistent with the Department's economic inclusion goals and other goals for the Roof Portfolio.

Section 1.2 Standard of Care. In performing its duties hereunder, the Consultant shall use a level of skill and demonstrate a standard of care for the management of a large, multi-site roof portfolio of similar size and scope. Without limiting the generality of the foregoing, the Consultant represents to the Department that it has experience in: (i) visually inspecting roof sections; (ii) managing a leak response center as well as dispatching, managing and supervising roofing contractors in connection with roof leaks; (iii) designing and providing construction administration for roof rehabilitation and re-roofing projects; and (iv) providing oversight of roof design and construction for major renovation and new construction projects. The Consultant understands and acknowledges that the Department's decision to appoint the Consultant is based upon such representation as well as the experience qualification and materials. The Consultant further represents and warrants that such materials are, as of the date they were submitted and the date hereof, accurate in all material respects and fairly represent the capabilities of the Consultant and its subconsultants.

Section 1.3 Performance of Service. The Consultant shall formulate conclusions and recommendations for each roof section on each building by analyzing and evaluating observations and findings to provide an appropriate course of action to ensure a full roof service life, typically twenty (20) years or more.

Section 1.4 Intent of the Parties. It is the intent of the Parties that the Consultant shall provide the following services listed in Section 2.1 of this Agreement for those roofs determined by the Consultant and DGS to require re-roofing, green roof installation and/or roof

restoration/rehabilitation.

Section 1.5 Term of Agreement and Compensation. The Contract period shall consist of one (1) base year with four (4) one (1) year option periods. Option periods will be exercised at the Department's discretion. The Contract will be a firm fixed price with an owner-controlled allowance for work issued on a per task order basis pursuant to hourly labor rates as set forth in Exhibit A, Offer Letter and Bid Form. The firm fixed price is described in Part A of Exhibit A and include those elements of the requirements that are well-defined. Part B of the Bid Form includes fixed hourly labor rates for consultant staff required to perform "as needed" services with aggregate Not to Exceed ("NTE") values included under Part A of the Bid Form. Any authorized work under the predetermined aggregate not to exceed ("NTE") values of owner controlled allowances for Base and each Option Year periods shall be issued via Task Orders. The Contract NTE value of allowances will be managed by the Department and is created solely for the Department's benefit. Any unused balances under such NTE values will convert to the Department.

The hourly rate set forth on Exhibit A shall be the Consultant's sole compensation for all costs other than the cost of materials and shall apply regardless of whether the work is self-performed or performed by subcontractors. By way of example and without limiting the generality of the foregoing, it is understood that the hourly rate covers the bare cost of labor, any fringes thereon, the cost of small tools, home office overhead, insurance, and profit.

Notwithstanding any other provisions of this Agreement, in no event shall the Consultant be entitled to receive more than [INSERT NTE AMOUNT] (\$[INSERT]) under this Agreement, unless authorized in advance and in writing by the Department.

Section 1.5.1 Option to Extend the Term of the Contract.

Section 1.5.1.1 The Department may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Department will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Department to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the Contract.

Section 1.5.1.2 If the Department exercises this option, the extended Contract shall be considered to include this option provision.

Section 1.5.1.3 The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five (5) years. The period shall consist of one (1) base year with four (4) one (1) year option periods. Option periods will be exercised at the Department's discretion. The price for the option period(s) shall be as specified in the Exhibit A of the contract.

Section 1.5.2 Price/Cost Schedule. The Consultant's sole compensation for all services provided under the terms of this Contract shall be in strict accordance with the Price Schedule set forth in **Exhibit A**. Any authorized work under the predetermined aggregate not to exceed ("NTE") values of owner controlled allowances for Base and each Option Year periods shall be issued via Task Orders. The Contract NTE value of allowances will be managed by the Department and is created solely for the Department's benefit. Any unused balances under such NTE values will convert to the Department.

Section 1.6 Department's Representative(s) and designated Contracting Officer(s). The Department's representative(s) and designated Contracting Officers(s) for this Contract will be:

George Lewis
Chief Contracting Officer
Department of General
Services 2000 14th Street,
NW Washington, DC 20009
george.lewis@dc.gov

Franklin Austin
Contracting Officer
Department of General Services
1250 U Street, NW 3rd Floor
Washington, DC 20009
Franklin.austin5@dc.gov

Although day-to-day communications with the Consultant shall be routed through the Program Manager, only the individuals specified in this Section 1.6 have the authority to alter or change the terms of this Agreement via the issuance of Contract Modifications, Change Orders, Change Directives or Task Orders.

Section 1.7 The Consultant's Representative. The Consultant's representative for this Project shall be:

[Representative]

The Consultant hereby represents and agrees that the representative specified in this Section 1.6 has the full legal authority to bind the Consultant and to agree to changes to the terms of this Agreement.

Section 1.8 Billing. The Consultant shall submitted invoices electronically to the Department's DC Vendor Portal at the direction of the Program Manager.

Section 1.8.1 Use of Prolog. The Contractor shall utilize the Department's Prolog system to submit any and all documentation required to be provided by the Contractor for the Project,

including, but not limited to, (i) requests for information; (ii) submittals; (iii) meeting minutes; and (iv) proposed Changes.

Section 1.8.2 Invoice Submittal. The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>. The Contractor shall submit proper invoices on a monthly basis. To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile. The Contractor shall bill the Department on a monthly basis. Each such invoice shall cover all of the work performed during the preceding month and shall be broken down by either the fixed price element or time and materials element ("Contract Task"). For each such Contract Task, the invoice shall include: (i) a listing of the costs associated with such Contract Task; (ii) a brief description of the work performed; (iii) a statement as to whether the Contract Task was completed; and (iv) the name of the applicable facility or facilities. To the extent that such work was performed on a time and materials basis, the invoice shall also include a listing of hours worked including the date(s) on which such labor was performed, the name of the worker, the classification of the worker and the hourly rate applicable to each such hour.

1.8.2.1 Supporting Documentation. The Contractor shall submit with each invoice cost backup supporting such invoice. Such back-up information shall include: (i) time sheets for all reimbursable labor; and (ii) a log of all materials used during that period. An executed Release of Liens and Claims in the format required by the Contracting Officer must accompany each Application for Payment.

Section 1.8.3 Right to Withhold Payments. The Department will notify the Contractor within fifteen (15) calendar days after receiving any invoice for payment of any defect in the invoice or the work which may result in the Department's declining to pay all or a part of the invoiced amount. The Department may withhold payment from the Contractor, in whole or part, as appropriate, if:

1. the work is defective and such defects have not been remedied; or
2. the Contractor has failed to pay Subcontractors, Subconsultants, or Suppliers promptly or has made false or inaccurate certifications that payments to Subcontractors, Subconsultants or Suppliers are due or have been made; or
3. the Contractor is otherwise in substantial breach of the Contract (including, without limitation, failures to comply with the Economic Inclusion Requirements in Section 3); or
4. the Department has determined that the Contractor's progress has fallen behind the Project Schedule, and the Contractor fails, within ten calendar days of the Department's written demand, to provide the Department with a realistic and acceptable plan to recover the delays; or
5. the Application for Payment is incomplete, unsubstantiated and/or does not contain sufficient documentation for evaluation by the Contracting Officer.

Section 1.8.4 The Quick Payment Clause

1.8.4.1 Interest Penalties to Contractors

1.8.4.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, 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 1% 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:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

1.8.4.1.2 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.

1.8.4.2 Payments to Subcontractors

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

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

1.8.4.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% 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:

- (a) the 3rd day after the required payment date for meat or a meat product;
- (b) the 5th day after the required payment date for an agricultural commodity; or
- (c) the 15th day after the required payment date for any other item.

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

1.8.4.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a

party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

1.8.4.3 Subcontractor Quick Payment Clause Flow-Down Requirements

1.8.4.3.1 The Contractor shall include in each subcontract under this Agreement a provision requiring the subcontractor to include in its contract(s) with any lower-tier subcontractor or supplier the payment and interest clauses required under 1.8.4.1 and 1.8.4.2 hereinabove and paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

1.9 Key Personnel. The Consultant shall provide qualified personnel who are experienced in the roof management related services contemplated herein.

Section 1.9.1 Staff. The Roof Consultant shall provide the staff set forth on **Exhibit K** (the "Key Personnel") to work on this engagement in the roles specified in **Exhibit K**. The Key Personnel shall work primarily at the Consultant's office though may be required from time to time to work at the Department's office, which is currently located at 1250 U Street, NW, Washington, DC, or such other location within the District of Columbia that the Department may designate. The Key Personnel will have day-to-day responsibility for overseeing and managing the work of the projects assigned to the Consultant.

The Consultant understands that the Department selected the Consultant based in large part on the key personnel proposed to staff this Project, and as such, the Consultant agrees that the Consultant will not be permitted to reassign any of the Key Personnel unless the Department approves the proposed reassignment and the proposed replacement. The members of the Consultant's staff designated on **Exhibit K** as subject to the liquidated damages set forth in this Section 1.9.1 (such staff, the "Designated Staff") shall be subject to liquidated damages for their removal or reassignment by the Consultant. In each instance where the Consultant removes or reassigns a member of the Designated Staff (but excluding instances in which the Designated Staff become unavailable due to death, disability or separation from the employment of the Consultant or any affiliate of the Consultant, or because of disability or illness for more than Thirty (30) days) without the prior written consent of the Department's Designated Representative, the Consultant shall pay to the Department the sum of Twenty Five Thousand dollars (\$25,000) as liquidated damages and not a penalty, to reimburse the Department for its administrative costs arising from the Consultant's failure to provide the Designated Staff. In addition, the Department shall have the right, to be exercised in its sole discretion, to remove, replace or to reduce the scope of services of the Consultant in the event that a member of the Designated Staff has been removed or replaced by the Consultant without the consent of the Department. In the event the Department exercises the right to remove, replace or to reduce the scope of services of the Consultant, the Department shall have the right to enforce the terms of this Agreement and to keep-in-place those members of the Designated Staff not removed or replaced and the remaining members shall complete the services required under this Agreement in conjunction with the new members of the Consultant's team approved by the Department.

In the event that any of the Key Personnel become unavailable to work on this Project for reasons beyond the control of the Consultant (i.e. due to death, disability, separation from

employment etc.), the Consultant shall propose a substitute for any such individual and obtain the Department's consent to such substitute. In addition, the Department may require the Consultant to remove from this Project any personnel whose performance under this Agreement is not satisfactory, in which case, the Consultant agrees to use its reasonable best efforts to find a replacement. The Consultant shall notify the Department of the proposed replacement and provide the Department with the resume and, if the Department so desires, an opportunity to interview the proposed replacement.

Section 1.9.2 Staffing Levels; Adjustments. In the event the Consultant determines that it is necessary or advisable to increase the staffing level, the Consultant shall promptly advise the Department in writing of such fact and shall propose additional personnel sufficient to address the required need. Such personnel shall be provided at the unit rates for the appropriate personnel classifications set forth in **Exhibit K**. The Department shall promptly advise the Consultant in writing of its decision, and the Consultant shall act accordingly.

Section 1.10 Program Manager. The Department has assigned a Program Manager to oversee the Contractor's efforts in furtherance of this Project. Such Program Manager shall, at all times, be acting solely for the benefit of the Department, not the Contractor. The Contractor shall take direction from, and coordinate its Work with, the assigned Program Manager. **The Contractor hereby acknowledges and agrees that only a duly authorized Contracting Officer shall have the authority to issue Change Orders or Change Directives on the Department's behalf. As of the date that this Agreement is signed, the Department's duly authorizing Contracting Officer is as set forth in Section 1.6 of the Agreement.** Unless otherwise provided herein, all deliverables hereunder shall be submitted to the Program Manager.

Section 1.11 Subconsultants. The Consultant may need to engage various subconsultants to assist in meeting the Department's needs under this Agreement. All subconsultants must be approved by the Department before they are engaged by the Consultant. In addition, the Consultant shall first obtain the Department's approval as to the terms of any subconsultant agreement which must be consistent with the terms of this Agreement. In the interest of clarifying and without limiting the generality of the Department's right set forth in the preceding sentence, it is understood that the Department shall have the right to disapprove any such agreement that is inconsistent with the Department's budget or fails to comply with the requirements of this Agreement.

SECTION 2 SCOPE OF WORK FOR ROOF MANAGEMENT SERVICES.

The Consultant shall furnish all labor, materials, safety equipment, access equipment, management, recordkeeping, reporting, and other services necessary to successfully provide roof management services, for a base year period and up to four (4) optional, additional one (1) year option periods, regarding the roof areas and types of roofs referenced in this Contract. Accordingly, the Consultant acknowledges that the foregoing roof areas and types of roofs are the basis of the scope of work and Consultant's pricing, which addresses the following estimated total roof area:

Department	# of Bldgs	Low Slope (Sq. Ft.)	Steep Slope (Sq. Ft.)	Total Area
DCPS	128	5,580,000	980,000	6,560,000
DGS Municipal	109	3,150,000	340,000	3,490,000
DHS	17	50,000	90,000	140,000
DMPED	6	170,000	90,000	260,000
DPR	80	810,000	320,000	1,130,000
FEMS	38	260,000	100,000	360,000
MPD	31	650,000	60,000	710,000
Totals	409	10,670,000	1,980,000	12,650,000

Further, the Consultant shall provide the roof management program described below:

Section 2.1 Operation and Maintenance of Roof Systems

The Consultant shall provide consulting, maintenance, and management services to manage the day-to-day operations of all DGS roofs as described in detail below including at a minimum the following:

Section 2.1.1 Roof Surveys and Assessment

The Consultant shall provide a visual on-the-roof survey of all DGS facilities listed in the scope of work of this RFP. The surveys shall be performed by the Consultant with the purpose of developing a comprehensive roof condition database for all roofs included in the existing DGS facilities such that each roof is surveyed on a yearly basis. The Consultant must procure any equipment (e.g. ladders, lifts) as needed to perform roof surveys. The Consultant shall take core cut samples of all low slope roof systems to determine the components of the entire system including membrane, vapor barrier, insulation, roof deck material, and any other components. All cores shall be repaired according to manufacturer specifications at the completion of the core sample process.

Each survey will include survey-grade global positioning system ("GPS") data for every individual roof component and feature along with photographs for all roof perimeters, drains, major equipment, and deficiencies. The survey shall provide a roof inventory for existing conditions to include the following:

1. Provide field measure and record dimensions of roof areas, and locate all roof

- penetrations and other significant roof features;
2. Take core-cuts of each individual low-slope roof section to verify the roof assembly in place. Locate core(s) on roof plan for future identification. Permanently patch core on the same day as core cut using standard industry practice as provided by the roof system manufacturer and/or the National Roofing Contractors Association (“NRCA”) as appropriate for the roof system;
 3. Closely visually inspect the roof system components in order to assess roof condition including field membrane, wall flashings, projection/penetration flashings, counter- flashings, parapet coping caps, sheet metal, drainage, drainage devices, signs and location of leakage, potential leakage, masonry parapets, and other adjacent roof conditions that may affect the watertight integrity of the building;
 4. Photograph roof field, details and existing defects for documentation and future reference. Electronically link all photos to inventory, condition, defect and field of roof items in the system database;
 5. Mark deficiencies on the roof and document their location on the roof plan by action code and action code legend;
 6. Inventory and photograph heating, ventilating, and air conditioning (HVAC) equipment showing manufacturer labels; and
 7. All information gathered shall be entered into a roof management database. The data shall be web-based and available to DGS for unlimited use by multiple users with a user access code and password.

Section 2.1.2. Condition Assessment Report

For each building, a Condition Assessment Report (“CAR”) shall capture the following:

1. Roof synopsis of findings in single page summary form;
2. Roof maintenance, repairs and replacement recommendations for a ten (10) year period;
3. Include estimated remaining service life (“ERSL”) and recommended replacement date that is outside of the 10 year plan period for all roofs surveyed;
4. Options for roof restoration in lieu of roof replacement at the end of ERS�;
5. A 10 year budget for the total cost of ownership including roof maintenance, repairs restoration and/or replacement over a 10 year planning period;
6. Roof system information documenting existing roof assembly;
7. Testing Results - as appropriate (i.e., asbestos testing, moisture testing);
8. Roof condition index evaluation documenting the condition and rate the condition/status of the following:
 - i. Quality of original construction and subsequent maintenance
 - ii. Leak and leak damage
 - iii. Roof field membrane
 - iv. Perimeter flashings
 - v. Projection flashings
 - vi. Sheet metal components
 - vii. Drainage
 - viii. ERS�

9. Miscellaneous (parapet walls, mechanical equipment, etc.). A narrative and recommended course(s) of action(s) to help analyze the roofing situation in conjunction with both short-term and long-range needs and objectives and a brief summary of work for any roof that is recommended for replacement during the five (5) year planning period;
10. Photographs and a photograph log depicting detailing conditions found with a label as to what the photo is identifying. The photos shall be digital photos, and their location designated on the roof plan. The photos shall be available in the online database system described herein;
11. An online interactive roof plan showing all roof boundaries, rooftop equipment and projections/penetrations, drain locations, as well as survey information such as slope direction, areas of significant ponding water, photo locations, and action codes as to any repairs that are recommended. The roof plan shall include a legend identifying all roof components, recommended repairs, core sample locations, etc.; and
12. Post-Assessment Roof Repair Management. At the direction of DGS, the Consultant shall manage the "DGS on-call roofing contractors" that are dispatched to repair defects noted during the survey process, and shall provide quality assurance to ensure that permanent repairs are performed correctly and in a timely manner.

Section 2.1.3 Annual Preventive Maintenance (Flat and Low Slope Roofs)

The Consultant shall manage the annual preventive maintenance for DGS roofs. The Consultant shall provide annual (once per year) preventive maintenance inspections and manage minor repair work as performed by other selected contractors, on all low slope roof sections. At a minimum, the preventive maintenance scope shall include the following:

1. Inspect all roof surface, drains, scuppers, gutters, downspouts and other roof components;
2. Identify debris, clogs and other foreign materials to be removed, including but not limited to any growing plants, construction materials and other abandoned materials;
3. Test all drainage system components to confirm proper operation;
4. Identify and make recommendations on preventative maintenance, including:
 - i. Inspect, identify and record minor roof defects as necessary (splits, tears, holes, etc.);
 - ii. Identify and record where reseal is necessary around roof penetrations, equipment curbs, skylights, miscellaneous flashings, etc.;
 - iii. Recommend products that are compatible with existing roof systems;
 - iv. Identify and records any loose or disconnected metal work (flashings, counter-flashings, gutters and downspouts) and any required seal for water and air intrusion and check for proper fit and water-tightness during the inspection process;
 - v. Locate, photograph and report conditions that require permanent repair methods;
 - vi. Report to DGS any conditions that are health and/or safety related;
 - vii. Report to DGS the accumulation of foreign or contaminated material; and

- viii. Upload findings in DGS' system of record for capturing work order requests. Currently, DGS utilizes Salesforce for this purpose.

At the direction of DGS, the Consultant shall manage the "DGS on-call roofing contractors" that are dispatched to address any items identified during the annual preventive maintenance and repair activities and shall provide quality assurance to ensure that repairs are performed correctly and in a timely manner.

The Consultant shall photograph and record all preventative maintenance and repair activities, the date performed, before and after photos and include all information in the roof information database required as part of the Contract.

The Consultant shall manage the repair work as conducted by other contractors but in no event will such repair be provided or conducted by the Consultant.

Section 2.1.4 Preventive Maintenance Checklists

The Consultant shall develop preventive maintenance plans for each roof section included in the Contract and provide for quick generation of checklists and visual instruction materials as part of the roof information database to be provided as part of the Contract. The plans shall be tied to the specific inventory items on that roof section so the checklist could be utilized as a "work order" and used by DGS employees or contractors.

Section 2.1.5 24/7 Leak Response Call Center

The Consultant shall provide a phone and email-based call center for DGS to utilize for leak calls and other roof-related emergencies to include dispatch of contractors and verification of requirements and work completed. This call center shall provide an integrated process to assess roof-related problems; select and dispatch a qualified contractor to perform temporary and permanent repairs; document completed work and provide quality control/quality assurance; and maintain current information in the DGS roof asset management database.

Specifically, the Consultant shall provide a 24/7 call center for roof-related emergencies that provides both phone and/or email-based access for DGS staff and approved District of Columbia Public Schools ("DCPS") staff to report roof-related emergencies. The Consultant shall provide subject matter expertise to draft technical scopes to address roof leaks repairs. DGS shall procure qualified and approved roofing contractors to perform such repairs. The Consultant shall provide weekly and monthly reporting on the status of all reported roof issues and coordinates quality control and invoice review/approval for DGS.

As part of the roof top quality assurance under Section 2.1.5, the roof Consultant shall inspect repair work to ensure that the correct permanent repair methods are used in a timely manner. If repairs are not up to quality standards, the Consultant shall create a report noting deficiencies and directing the roofing contractors to make the proper repairs, and require photo audits from the contractors to document corrected repairs.

Section 2.1.6 Green Roof Maintenance

DGS has 38 existing vegetative (green) roofs in its current inventory comprising approximately 420,000 SF of combined roof area. In addition, DGS is installing approximately four (4) additional green roofs comprising an additional 60,000 SF of combined roof area in 2019. The new green roofs will have a plant warranty which includes the maintenance for four (4) years. These roofs offer benefits in terms of energy performance and storm water retention. These roofs also require a higher level of maintenance than more traditional roofs, both to preserve the vegetative systems and also to protect and extend the life of the underlying roof.

The Consultant shall provide green roof maintenance as part of the Contract to include four (4) annual visits to each roof (once per quarter). The Consultant's scope for green roof maintenance and repair will include: a) the requirements outlined under **Section 2.1.3** and b) documenting observations specific to green roof including cleaning all drainage systems, debris removal, weeding and pruning of existing roof systems, install new planting as required for any dead or bare areas. All work shall be documented and included in the roof management database.

Section 2.1.7 Steep Slope Roof Inspections and Maintenance

The Department has responsibility for maintenance and repair of all District owned roofs. Steep sloped roofs are all roofs over 4:12 pitch. The Consultant shall provide a detailed assessment of these steep sloped roof systems and develop a plan for maintenance and improvement to increase the safety, longevity and performance of these historic roof assets. For the steep slope roofs, the Consultant shall also provide the same services outlined under **Section 2.1.3** in addition to the specific requirements associated with steep sloped roofs discussed under this section. The Consultant shall provide lift equipment and safety equipment to access these roofs for inspection. Permanent fall-protection anchors are not installed or available on these roofs at the present time. The Consultant shall follow all required industry safety standards while performing this task.

Section 2.1.8 Moisture Analysis

The Consultant shall provide moisture detection using non-destructive techniques that are appropriate for the roof system. This shall include, but not limited to:

1. Infrared scans, handheld and aerial;
2. Nuclear roof moisture surveys;
3. Capacitance testing using hand-held and /or walk behind equipment; and
4. Vector mapping using low voltage, high voltage and hybrid.

The Consultant shall provide a summary of its approach to each of these methods including the limitations inherent in each approach, safety considerations, and positive verification of moisture during and after the non-destructive testing process. The Consultant shall provide a listing of:

1. Equipment owned and used for moisture testing;

2. A summary of project experience using various methods of moisture testing; and
3. Credentials of the Consultant's staff including training, experience and certifications.

Section 2.2 Capital Requirements for Roof Systems

The Consultant shall provide consulting and management services to support the annual capital projects for all DGS roofs. Specific tasks are defined in the following sections.

Section 2.2.1 Design, Specification and Bid Package Preparation

The Consultant shall provide the following services for those roofs determined by the Consultant and DGS to require re-roofing, green roof installation and/or roof restoration/rehabilitation:

1. Conduct a field investigation to gather needed roof construction information, details, etc. for the preparation of roof specifications and detail drawings;
2. Evaluate design criteria for roof system selection and specifications. The Consultant shall prepare and submit a design review summary to DGS. The Consultant shall review the design review summary with DGS with system recommendation and the merits and shortcomings of each option or product. Where possible, proposed equivalent products should also be specified;
3. Prepare specifications, detail drawings, and roof plan(s) based on the alternative selected, including structural analysis and capacity for installation of recommended/desired roofing. The roof plans and details shall be in sufficient detail to provide to bidding contractors to assure complete and comprehensive roof design;
4. Work with DGS to assemble instructions to bidders, proposal bid forms, general and special conditions, technical specifications, roof plans, and details for use as bid documents.
5. Provide preliminary bid documents to DGS for review. The Consultant shall gain approval from the selected roof membrane manufacturer(s), assuring that the specification of the roofing system will qualify for the manufacturer's warranty; and
6. Develop an independent government estimate (IGE) for each roofing project based on needs, proposed plans and specifications.

Section 2.2.2 Roof Top Quality Assurance

The Consultant shall provide the following services as agreed with DGS during the construction phase of roof restoration, re-roofing and green roof installation.

Section 2.2.2.1 Project Administration. If requested, the Consultant shall provide the following administration services:

1. Schedule and conduct a preconstruction meeting with the selected roofing contractors to reinforce all project criteria and requirements. The Consultant shall respond to questions and issue meeting minutes;
2. Receive from the roofing contractors, and review, all shop drawings, product data,

- samples, and other submittals; coordinate them with information contained in the contract documents and approve or reject the same;
3. Observe the work by providing regular site visits to all roofing projects as agreed to by DGS. Record the progress of the work and submit written progress reports to DGS. Documentation shall include filed reports and photographs;
 4. Provide clarifications in writing to any roofing contractors requiring interpretation of the intent of the drawings and specifications. Assist in the resolution of issues that may arise;
 5. Perform a safety audit to review the roofing contractors' safety procedures and verify that the project is being managed in a safe manner as required by Occupational Safety and Health Administration ("OSHA") regulations, DGS's safety requirements, and other safety practices mandated by the contract documents. Prepare a report of observations, including photographic documentation when necessary;
 6. Review the applications for payment as submitted by roofing contractors, and approve or reject such applications in whole or in part and forward to DGS for final approval/payment; maintain records of all such applications and approvals;
 7. Recommend necessary or desirable changes to DGS, review requests for changes, assist in negotiating roofing contractors' requests, and prepare and distribute change orders for necessary approval;
 8. Conduct final inspections to evaluate the completion of the work of the roofing contractors at completion. Develop and submit completion punch list; and
 9. Provide a job closeout file including the information and paperwork developed during the roof construction project (for full-time construction observation projects only).

Section 2.2.3 Roof Betterment Management

The Consultant shall identify defects on DGS facilities as part of the annual inspection process outlined elsewhere in this scope of work. Not all of these defects and associated repairs are high priority items and many can be safely deferred, but should be monitored. However, some of these defects require immediate repair. Bundling repairs into efficient bid packages is key to achieving high value, lowest cost and high performance. The Consultant shall implement and oversee project work, ensuring the work is completed according to the agreed upon plan, budget and schedule. Specifically, the Consultant shall:

1. Prioritize repair projects and prepare budget estimates for all projects based on inspections already completed, underway now, or for any new requirements that develop during the term of the Contract;
2. Review priorities and budgets with DGS management for approval and budgeting;
3. Organize and build repair projects into a consolidated bid package as directed by DGS;
4. Assist DGS in assembling list of qualified roofing contractors;
5. Support DGS during procurement phase by answering RFI's and bidders' questions;
6. Respond to field questions;
7. Provide quality assurance/inspection services; and
8. Review invoices for completed work.

All completed work shall be included in an updated data set as part of the online roof management application provided by the Consultant under the Contract.

Section 2.2.4 Support to Design and Construction Management Contracts

The DGS capital program includes major renovation and/or new construction of schools and other DGS facilities. The Consultant shall provide support to the design and construction management teams on these projects to assure that DGS roofing standards are incorporated into these projects. Services shall be provided on a time and material (“T&M”) basis and must be approved by DGS in advance.

Section 2.2.5 Roof Asset Management Plan (“RAMP”)

At the completion of annual roof inspections and maintenance, and on an annual basis, the Consultant shall formulate conclusions and recommendations for each roof section on each building by analyzing and evaluating observations and findings to provide an appropriate course of action to ensure a full roof service life, typically twenty (20) years or more.

The Consultant shall develop cost estimates of corrective action required to extend roof service life by using various industry standard techniques (to include but not limited to; preventative maintenance, repair, restoration or replacement). Present cost estimate in standard cost estimating spreadsheets and life cycle cost analysis. Current costs for material and labor will be updated in the database and used for estimating purposes.

The Consultant shall provide reporting tools in the roof management program software application consisting of project information, observations, findings, conclusions, suggestions or recommendations, cost estimates, and supporting documents (photographs, roof plans, etc.).

The Consultant shall develop a RAMP by District’s fiscal year (October 1 through September 30) in spreadsheet format for a ten (10) year period based on condition as determined above. The RAMP should indicate priority, building number/name, roof membrane type, estimated remaining roof service life, type work necessary, and estimated cost to accomplish the recommended work. In the case of roof repair, include repair item headings to generally indicate type of repairs required. All recommended repairs for a single roof shall be specified for accomplishment at the same time with the following exception: minimal repairs may be recommended to extend a deteriorating roof “a few years” until replacement becomes inevitable. (Example: repair isolated leak area on aged and weathered built-up roof that has essentially reached the end of its useful service life ignoring other potential repairs that will not significantly extend roof life and are not necessary to return the roof to a watertight condition).

Section 2.3 Energy and Sustainability Support

DGS owned facilities with very large energy consumers. The District is committed to improving energy performance through effective energy stewardship. This is managed through the DGS SE. The DGS SE goals are to reduce and de-carbonize energy consumption. To that end, the DGS SE is working to dramatically improve the efficiency of building energy usage, employ cutting-edge technology to manage buildings, incentivize occupants to conserve power and seek to acquire commodities in a way that creates minimal exposure

to commodity price volatility and de-carbonizes the energy supply.

DGS and its DGS SE will issue a separate procurement to focus on specific energy needs and requirements which will seek an energy consultant to evaluate the entire building envelop. The selected Consultant under this RFP shall coordinate and collaborate, as directed by DGS, with the energy consultant as selected under the separate procurement and all future Energy and Sustainability initiatives involving roof installations.

Section 2.4 Online Roof Information System and Database

The Consultant shall provide all roof information developed in the above tasks through a web-based online roof information system and database (i.e., more than an excel spreadsheet). The Consultant shall explain how its roof management application addresses the following:

1. **Field data collection** of descriptive data, attributes, defects, photos, and GPS coordinates and upload to the roof information database. Automatic collection is preferred, to avoid data entry errors from field information to the system database;
2. **Standard roof work breakdown structure** that uses standard descriptions of all roof information items to provide consistency for all roof surveys;
3. **Completing calculations of** roof areas;
4. **Selecting** roof features and retrieving related descriptive data, defect information, repair status, photos, date and time of survey, repair, and maintenance activities;
5. **Provision to store and retrieve warranty information** in data form and as a scanned document along with other roof related documents such as as-built drawings, specifications, construction documents, leak response documents, contracts, etc.;
6. **Roof condition score** or other metric to store roof condition assessment data that allows for section level, building level, folder level and portfolio level roof condition summary of information;
7. **Cost estimating tools** to provide total cost of ownership estimates to include preventive and corrective maintenance, roof restoration and roof replacement;
8. **Reporting tools** that allow for online/on-demand generation of roof reports including condition assessment reports, preventative maintenance checklists, quantity takeoff data, cost estimates, work orders for preventive maintenance and corrective maintenance. All reports shall be generated in **MS WORD** or **MS EXCEL**;
9. Data Analysis that shows the impact of various investment scenarios on roof conditions over a ten (10) year period;
10. **Native System Database** shall be Microsoft SQL Server and shall be fully compatible with DC/DGS **ESRI ArcGIS** applications and work order management systems;
11. **System Security** shall be verified including current SSL certificates;
12. DGS is the owner of the data. At the completion of the Contract, the Consultant shall work with the District to transfer and transition the database information to DGS.

Section 2.5 Deliverables List.

In addition to the deliverables as set forth in **Sections 2.1, 2.2, 2.3** and **2.4** of this RFP, the

Consultant shall provide the following deliverables as part of the Contract:

Section 2.5.1 Operation and Maintenance of Roof Systems

The Consultant shall provide the following deliverables documenting work performed as described in Section 2.1 above.

Section 2.5.1.1 Roof Information Database

To include all assessment elements described in Section 2.1.1. All information gathered shall be entered into a roof management database described in Section 2.4. The data shall be web-based and available to DGS for unlimited use by multiple users with a user access code and password.

Section 2.5.1.2 Condition Assessment Report

For each building, a report in compliance with Section 2.1.2.

Section 2.5.1.3 Annual Preventive Maintenance and Minor Repair Summary Report

Document all maintenance and completed repairs for annual preventative maintenance as specified in Section 2.1.3.

Section 2.5.1.4 Preventive Maintenance Checklists

As specified in Section 2.1.4 for every roof section in the DGS portfolio. Checklists shall include frequency of recommended work and visual instruction materials showing step-by-step instructions to perform the work.

Section 2.5.1.5 24/7 Leak Response Status Reports

The Consultant shall provide weekly and monthly reporting on the status of all reported roof issues and coordinate quality control and invoice review/approval for DGS, and in coordination with Section 2.1.5.

Section 2.5.1.6 Green Roof Maintenance Status Reports

Quarterly reports showing descriptions and photographs of all green roof maintenance activities performed as specified in Section 2.1.6.

Section 2.5.1.7 Steep Slope Roof Assessment Report

Assessment reports and data shall be loaded into the roof management system as per Section 2.1.7.

Section 2.5.1.8 Moisture Analysis

For each building, a report in compliance with Section 2.1.8.

Section 2.6 Capital Requirements for Roof Systems

The Consultant shall provide the following deliverables documenting work performed as described in Section 2.2 of this RFP.

Section 2.6.1 Design and Specification/Bid Package

1. Review Design Summary as specified in Section 2.2.1
2. Provide Specifications, detail drawings, and roof plan(s) based on the alternative selected as per Section 2.2.1
3. Provide Instructions to bidders, proposal forms, general and special conditions, technical specifications, roof plans, and details for use as bid documents
4. Provide Construction estimate IGE

Section 2.6.2 Roof Top Quality Assurance Reports

1. Deliverables are in coordination with Section 2.2.2
2. Provide preconstruction meeting summary, attendee list, response to questions and meeting minutes
3. Approval/rejection notice for shop drawings and submittals
4. Provide construction (roof top) observations progress reports as specified in Section 2.2
5. Review and recommendations for applications for payment as submitted by Roofing Consultant
6. Change orders for approval and distribution
7. Provide project Safety Audit Reports
8. Provide Job closeout file including the information and paperwork developed during the roof construction project (for full-time construction observation projects only)

Section 2.6.3 Roof Betterment Management

5. Deliverables are in coordination with Section 2.2.3
6. Repair project statement of work and consolidated bid package
7. Review/approve invoices for completed work
8. Update roof management application

Section 2.6.4 Support Design and Construction Management Contracts

Reports and technical documents as required to support the efforts as described in Section 2.2.4.

Section 2.6.5 Roof Asset Management Plan (RAMP)

Comprehensive Roof Asset Management Plan as described in **Section 2.2.5**.

Section 2.6.6 Online Roof Information System and Database

Fully functional roof and energy information management application that complies with all requirements as specified in **Section 2.4**.

Section 2.6.7 Monthly Status Reports

Summarize project status, progress toward individual deliverables, issues/challenges and recommendations

Section 2.7 Licensing, Accreditation and Registration

The Consultant and all of its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal laws, licensing, accreditation, and registration requirements and standards necessary for the performance of the Contract.

Section 2.8 Conformance with Laws

It shall be the responsibility of the Consultant to perform under the Contract in conformance with the Department's Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

Section 2.8.1 Service Contract Act

The Contractor shall be bound by the Wage Determination (at the time of the contract execution), 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 **Exhibit D**. The Contractor shall be bound by the wage rates for the term of the Contract subject to revision as stated herein and in accordance with **the District of Columbia's Department of General Services Standard Contract Provisions (SCP) for Supplies and Services Contracts, January 2016**. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

Section 2.8.2 Way to Work Amendment of Act of 2006

Section 2.8.2.1 Except as described in **Section 2.8.2.8** below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.

Section 2.8.2.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage.

Section 2.8.2.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

Section 2.8.2.4 The DOES may adjust the living wage annually and Contractor will find the current living wage rate on its website at www.does.dc.gov.

Section 2.8.2.5 The Contractor shall provide a copy of the Fact Sheet attached as **Exhibit E** to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as **Exhibit F** in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

Section 2.8.2.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

Section 2.8.2.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of *D.C. Official Code §32-1301 et seq.*

Section 2.8.2.8 The requirements of the Living Wage Act of 2006 do *not* apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (*D.C. Law 5-48; D.C. Official Code § 44-501*); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Section 2.8.2.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

Section 2.8.3 Equal Employment Opportunity

The Consultant shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs. 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 **Exhibit J**. An award cannot be made to any bidder who has not satisfied the equal employment requirements.

Section 2.9 Ownership and Use of Documents

Any design documents prepared by the Consultant and any subconsultant engaged by the Consultant, and/or furnished to the Consultant in association with this engagement shall become the sole property of the Department upon full payment of Consultant's fees then due under the

Contract, and shall not be used by the Consultant, or its subconsultants on other projects without the specific written consent of the Department. The Department shall have the right to use such documents as the Department so determines.

SECTION 3

ECONOMIC INCLUSION

Section 3.1 LSDBE Utilization.

Section 3.1.1 If the Contractor subcontracts any Work, 35% of the subcontracted effort must be subcontracted to small business enterprises (SBEs). For subcontracted work, pass through entities will not count toward this goal. In order to count toward the subcontracting requirement, the SBE must perform at least thirty five percent (35%) of the work that is being counted toward the goal with its own forces. The Local, Small and Disadvantaged Business Enterprise (“LSDBE”) certification shall be, in each case, as of the effective date of the applicable subcontract. Supply agreements with material suppliers shall be counted toward meeting this goal. The Contractor has developed a Subcontracting Plan that is attached hereto as **Exhibit H**. The Contractor shall comply with the terms of the SBE Subcontracting Plan in making purchases and administering its subcontracts and supply agreements.

Section 3.1.2 Mandatory Subcontracting Requirements

- a) Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing in accordance with D.C. Official Code § 2-218.51, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to SBEs.
- b) If there are insufficient SBEs to completely fulfill the requirement of paragraph (a) of this **Section 3.1.2** above, then the subcontracting may be satisfied by subcontracting (35%) of the dollar volume to any qualified CBEs; provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- c) The Consultant (“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 paragraphs (a) and (b) above of this **Section 3.1.2**.
- d) Except as provided in paragraphs (e) and (g) below of this **Section 3.1.2**, 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.
- e) A Prime Contractor that is a certified Joint Venture and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least (50%) of the contracting effort with its own organization and resources and, if it subcontracts, (35%) of the subcontracting effort shall be with CBEs. A certified Joint Venture Prime Contractor that performs less than (50%) of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- f) Each CBE utilized to meet these subcontracting requirements shall perform at least (35%) of its contracting effort with its own organization and resources.

- g) A Prime Contractor that is a CBE and has been granted an offer 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 Agreement is one (\$1) million dollars or less.

Section 3.2. Subcontracting Plan Requirements

If the Prime Contractor is required by law to subcontract under the Agreement, it must submit a subcontracting plan for at least (35%) of the dollar volume of the Agreement in accordance with D.C. Official Code § 2-218.46. The subcontracting plan shall be submitted as part of the Proposal and may only be amended 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 shall inure to the benefit of the District and the Department. 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.

Section 3.3 Copies of Subcontracts

Within twenty-one (21) days of the date of award, the Prime Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, District of Columbia Auditor, City Administrator (CA), and the Director of Department of Small and Local Business Development.

Section 3.4 Subcontracting Plan Compliance Reporting

- a) The Prime Contractor has a subcontracting plan required by law for this Agreement; the Prime Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:
 - 1. The price that the Prime Contractor will pay each subcontractor under the subcontract;
 - 2. A description of the goods procured or the services subcontracted for;
 - 3. The amount paid by the Prime Contractor under the subcontract;
 - 4. A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.
- b) 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.

Section 3.5 Annual Meetings

Upon at least 30-days written notice provided by DSLBD, the Prime Contractor shall meet annually with the CO, contract administrator (“CA”), District of Columbia Auditor and the Director of Department of Small and Local Business Development to provide an update on its subcontracting plan.

Section 3.6 DSLBD Notices

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

Section 3.7 Enforcement and Penalties for Breach of Subcontracting Plan

A Prime Contractor shall be deemed to have breached a subcontracting plan required by law, if the Prime 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. A Prime 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. If the CO determines the Prime Contractor’s failure to be a material breach of the Agreement, the CO shall have cause to terminate the Agreement under the default provisions in the Standard Contract Provisions for supplies and services, for Architectural and Engineering services and for construction contracts as set forth in **Exhibits G1, G2 and G3**. Neither the Prime Contractor nor its subcontractor may remove a subcontractor or tier-subcontractor if such subcontractor or tier-subcontractor is certified as an LSDBE company unless the Department approves of such removal, in writing. The Department may condition its approval upon the Prime Contractor developing a plan that is, in the Department’s sole and absolute judgment, adequate to maintain the level of LSDBE participation on the Project.

Section 3.8 Residency Hiring Requirements for Contractors and Subcontractors

The Consultant shall ensure that at least fifty-one percent (51%) of its team and every subconsultant’s employees hired after the Consultant enters into a contract with the Department, or after such subconsultant enters into a contract with the Consultant to work on this Project, shall be residents of the District of Columbia.

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

The Consultant and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of (\$100,000) or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services (“DOES”) upon execution of the Agreement; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the Project; (iii) make best efforts to hire at least (51%) District residents for all new jobs created by the Project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10th of each month; (vi) at least (51%) apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of (\$500,000) or more must register an apprenticeship program with the D.C. Apprenticeship Council.

In addition, the Consultant shall use commercially reasonable best efforts to comply with the workforce percentage goals established by the recently adopted amendments to the First Source Employment Agreement Act of 1984 (D.C. Code §§ 2-219.01 *et seq.*) and any implementing regulations, including, but not limited to the following requirements:

- a) At least twenty percent (20%) of journey worker hours by trade shall be performed by District residents;
- b) At least sixty percent (60%) of apprentice hours by trade shall be performed by District residents;
- c) At least fifty one percent (51%) of the skilled laborer hours by trade shall be performed by District residents; and
- d) At least seventy percent (70%) of common laborer hours shall be performed by District residents.

Section 3.9 Economic Inclusion Reporting Requirements

3.9.1 Upon execution of the Agreement, the Consultant and all its member firms, if any, and each of its Subcontractors shall submit to the Department a list of current employees and apprentices that will be assigned to the Agreement, the date they were hired and whether or not they live in the District of Columbia.

3.9.2 The Consultant and its constituent entities shall comply with subchapter X of Chapter II Title 2, and subchapter II of Chapter 11 of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Consultant and all member firms and Subcontractors shall execute a First Source Agreement with the District of Columbia Department of Employment Services (“DOES”) prior to beginning Work at the Project site.

3.9.3 The Consultant shall maintain detailed records relating to the general hiring of District of Columbia and community residents.

3.9.4 The Consultant shall be responsible for: (i) including the provisions of Section 3.9 in all subcontracts; (ii) collecting the information required in Section 3.9 from its Subcontractors; and (iii) providing the information collected from its Subcontractors in the reports required to be submitted by the Consultant pursuant to Section 3.9.

Section 3.10 Apprenticeship Act

The Consultant may be required to comply with the District of Columbia Apprenticeship Act of 1946, D.C. Official Code §§ 32-1401 et seq. (“Act”), as amended. In addition the Consultant shall ensure that its subcontractors selected to perform work on the Project, on a craft-by-craft basis, comply with this Act. All terms and conditions of the Act, D.C. Apprenticeship Council Rules and Regulations, as well as any federal requirements, shall be implemented. The Consultant shall be liable for any subcontractor non-compliance.

SECTION 4

INSURANCE REQUIREMENTS

Section 4.1 GENERAL REQUIREMENTS

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

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

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Consultant 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 Consultant or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Consultant or its subcontractors, and not the additional insured. The additional insured status under the Consultant'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 Consultant'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 Consultant or its subcontractors, or anyone for whom the Consultant or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

1. Commercial General Liability Insurance ("CGL") - The Consultant 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 Consultant , 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 vendor 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).

2. Automobile Liability Insurance - The Consultant 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 Consultant , with minimum per accident limits equal to the greater of (i) the limits set forth in the Consultant '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 Consultant 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 Consultant shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Crime Insurance (3rd Party Indemnity) - The Consultant shall provide a 3rd Party Crime policy to cover the dishonest acts of Consultant's employees which result in a loss to the District. The policy shall provide a limit of \$50,000 per occurrence.

5. Cyber Liability Insurance - The Consultant shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

6. Environmental Liability Insurance - The Consultant shall provide evidence satisfactory to the CO of pollution legal liability insurance covering losses caused by pollution conditions that arise from the ongoing or completed operations of the Consultant. Completed operations coverage shall remain in effect for at least ten (10) years after completion of the work. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), cleanup costs, liability and cleanup costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). There shall be neither an exclusion nor a sublimit for mold-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Consultant's pollution legal liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Consultant warrants that any retroactive date applicable to coverages under the policy precedes the Consultant's performance of any work under the Contract and that continuous coverage will be maintained or an extended reporting period will be exercised for at least ten (10) years after completion. The Consultant also must furnish to the Owner certificates of insurance evidencing pollution legal liability insurance maintained by the transportation and disposal site operators(s) used by the Consultant for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Consultant's operations. Such coverages must be maintained with limits of at least the amounts set forth above.

7. Professional Liability Insurance (Errors & Omissions) - The Consultant shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Consultant warrants that any applicable retroactive date precedes the date the Consultant 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.

8. Sexual/Physical Abuse & Molestation - The Consultant shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.
9. Commercial Umbrella or Excess Liability - The Consultant 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 Consultant's umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

Section 4.2 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.

Section 4.3 DURATION. The Consultant 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.

Section 4.4 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 CONSULTANT'S LIABILITY UNDER THIS CONTRACT.**

Section 4.5 CONSULTANT'S PROPERTY. Consultant 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.

Section 4.6 MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Consultant shall include all of the costs of insurance and bonds in the contract price.

Section 4.7 NOTIFICATION. The Consultant 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 Consultant shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Consultant will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

Section 4.8 CERTIFICATES OF INSURANCE. The Consultant shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

**And mailed to the attention of:
Franklin Austin
Contracting Officer
DC Department of General Services
1250 U Street, NW, 3rd Floor
Phone: (202) 727-7128
E-mail: franklin.austin5@dc.gov**

The CO may request and the Consultant 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 Consultant 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).

Section 4.9 DISCLOSURE OF INFORMATION. The Consultant 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 Consultant, its agents, employees, servants or subcontractors in the performance of this contract.

Section 4.10 CARRIER RATINGS. All Consultant 's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

SECTION 5 MISCELLANEOUS

Section 5.1 Applicable Law. It shall be the Consultant's responsibility to perform under this Agreement in conformance with all applicable statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental entities. It is the sole responsibility of Consultant to determine the statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies that apply to the performance of this Agreement and their effects. This Agreement shall be governed by, construed and enforced in accordance with the laws of the District of Columbia, exclusive of conflicts of law provisions

Section 5.2 Assignment. Neither this Agreement, nor any of the rights or obligations hereunder, may be assigned by the Consultant. Any such purported assignment shall be null and void.

Section 5.3 Permits, Licensing, Accreditation and Regulation. The Consultant shall secure and maintain at its expense all necessary permits, licenses, accreditations, and registrations and any other governmental approvals that are required to perform the services.

Section 5.4 Acts of Agents and Employees. The Consultant shall be responsible to the Department for any and all acts and omissions of the Consultant, its agents, employees, subcontractors and subconsultants

Section 5.5 Drafting Interpretations. In construing this Agreement, none of the Parties hereto shall have any term or provision construed against such Party solely by reason of such Party having drafted the same.

Section 5.6 No Third Party Beneficiaries. Except as otherwise expressly provided in this Agreement, neither this Agreement nor any term or provision of this Agreement, shall be construed as being for the benefit of any Party not a signatory hereto.

Section 5.7 Notices. All notices, requests, demands, offers and other written communications given or delivered under or by reason of the provisions of this Agreement shall be in writing, shall be signed by the party giving such notice, shall be addressed as provided herein and shall be given by registered mail, postage prepaid and return receipt requested, by delivery by hand or by nationally recognized air courier service, to:

If to the Consultant:

[Contractor]

If to the Department:

Mr. Franklin Austin
Contracting Officer
DC Department of General
1250 U Street, NW, 3rd Floor
Washington, DC 20009

Any such notice shall become effective when received (or refused) by the addressee, provided that any notice or communication that is received other than during regular business hours of the recipient on a business day shall be deemed to have been given at the opening of business on the next business day. From time to time, each of the Parties may designate a new address for purposes of notice hereunder by notice to such effect to the other.

Section 5.8 Captions. The captions contained in this Agreement are for convenience and reference only and in no way define, extend or limit the scope or intent of such document or the intent of any provision contained therein.

Section 5.9 Counterparts. This Agreement may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if one original was signed by each of the Parties.

Section 5.10 Representations & Warranties. All disclosures, representations, warranties, and certifications made by the Consultant in its proposal in response to the RFP shall remain binding and in effect throughout the term of this Agreement. The Consultant reaffirms that all such disclosures, representations, warranties, and certifications are true and correct in all material aspects as of the date of this Agreement. If any disclosure, representation, warranty, or certification the Consultant has made in connection with the RFP, including, but not limited to, those representations concerning the Consultant's qualifications, are materially inaccurate, this shall be a material breach of this Agreement.

Section 5.11 Ownership and Use of Work Product, Including Electronic and Written Data and Documents. Any work product, whether written or in electronic format, prepared by the Consultant during the term of this Agreement for the Department shall become the sole and exclusive property of the Department. Such work product shall not to be used by the Consultant or its subconsultants for other projects without the specific written consent of the Department.

Section 5.12 Independent Contractor. In carrying out all its obligations under the Agreement, the Consultant shall be acting as an independent contractor, and not as an employee or agent of the Department, or joint venturer or partner with the Department.

Section 5.13 Service Contract Act Provision. The Consultant agrees that the construction work performed under this Agreement shall be subject to the Service Contract Act. The

wage rates applicable to this Project are attached as **(Exhibit E)**. The Consultant further agrees that it and all of its subcontractors shall comply with the regulations implementing the Davis-Bacon Act and such regulations are hereby incorporated by reference

Section 5.14 Living Wage Act. In addition to the requirements set forth in the First Source Employment Agreement, the Contractor shall comply with all applicable provisions of the Living Wage Act of 2006 as shown in **(Exhibit F)** and as amended (codified at D.C. Official Code §§ 2-220.01 et seq.) and the Living Wage Act Fact Sheet as shown in **(Exhibit F)** and its implementing regulations.

Section 5.15 Standard Contract Provisions. The District of Columbia Department of General Services Standard Contract Provisions, General Provisions (Supplies and Services Contract), and for (Architectural and Engineering Services contracts), as amended, are attached hereto as **(Exhibits G1 and G2)** and incorporated herein. Additionally, In the event the Contractor engages in construction services or any alteration of a District building, the District of Columbia Department of General Services Standard Contract Provisions for construction contracts, shall apply to such construction services or alterations **(Exhibit G3)**.

Section 5.16 Terminations and Suspension. All terminations or suspensions arising out of or under this Agreement shall be in accordance with the terms of the DGS Standard Contract Provisions (Supplies and Services Contracts and Architectural/Engineering Services Contracts).

Section 5.17 Claims and dispute resolution. All claims or disputes arising out of this Agreement shall be governed by the terms of the Standard Contract Provisions (for Architectural and Engineering Services and Supplies and Services Contracts).

Section 5.18 Limitations. The Consultant agrees that any statute of limitations applicable to any claim or suit by the Department arising from this Agreement or its breach shall be controlled by applicable District of Columbia law.

Section 5.19 Survival. All agreements warranties, and representations of the Consultant contained in the Agreement furnished pursuant to the Agreement shall survive termination or expiration of the Agreement.

Section 5.20 No Waiver. If the Department waives any power, right, or remedy arising from the Agreement or any applicable law, the waiver shall not be deemed to be a waiver of the power, right, or remedy on the later recurrence of any similar events. No act, delay, or course of conduct by the Department shall be deemed to constitute the Department's waiver, which may be effected only by an express written waiver signed by the Department.

Section 5.21 Remedies Cumulative. Unless specifically provided to the contrary in the Agreement, all remedies set forth in the Agreement are cumulative and not exclusive of any other remedy the Department may have, including, without limitation, at law or in equity. The Department's rights and remedies will be exercised at its sole discretion, and shall not be

regarded as conferring any obligation on the Department's to exercise those rights or remedies for the benefit of the Consultant or any other person or entity.

Section 5.22 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and in lieu of each such invalid, illegal or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable; each part of this Agreement is intended to be severable.

Section 5.23 Anti-Deficiency Act. The Department's obligations and responsibilities under the terms of the Agreement and the Contract Documents are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1350, 1351, (ii) the D.C. Code 47-105, (iii) the District of Columbia Anti-Deficiency Act, D.C. Code §§ 47-355.01 - 355.08, as the foregoing statutes may be amended from time to time, and (iv) Section 446 of the District of Columbia Home Rule Act. Neither the Agreement nor any of the Contract Documents shall constitute an indebtedness of the Department, nor shall it constitute an obligation for which the Department is obligated to levy or pledge any form of taxation, or for which the Department has levied or pledged any form of taxation. IN ACCORDANCE WITH § 446 OF THE HOME RULE ACT, D.C. CODE § 1-204.46, NO DISTRICT OF COLUMBIA OFFICIAL IS AUTHORIZED TO OBLIGATE OR EXPEND ANY AMOUNT UNDER THE AGREEMENT OR CONTRACT DOCUMENTS UNLESS SUCH AMOUNT HAS BEEN APPROVED, IS LAWFULLY AVAILABLE AND APPROPRIATED BY ACT OF CONGRESS. Therefore, the continuation of this Contract beyond the current fiscal year is contingent upon future fiscal appropriations.

Section 5.24 Time. Time, if stated in a number of days, will be calendar days and thus include Saturdays, Sundays, and holidays, unless otherwise stated herein.

Section 5.25 False Claims Act. The Consultant shall be governed by all laws and regulations prohibiting false or fraudulent statements and claims made to DC government, including the prescriptions set forth in District of Columbia Code §22-2514 and §§2-381.01 et seq. In the event that it is discovered that the Consultant has made a false, fraudulent or unsupported statement or claim to the Department, the Department may terminate this Agreement without liability.

Section 5.26 Interpretation of Contract and Order of Precedence. All of the documents comprising the Agreement should be read as complementary, so that what is called for by one is called for by all. Ambiguities shall be construed in favor of a broader scope of Work for the Consultant, as the intent of the Agreement is, with specific identified exceptions, to require the Consultant to assume entire responsibility for construction of the Project. If there is any inconsistency among the documents comprising the Agreement, the order of precedence among them is as follows, with the first listed document having the highest priority:

1. This Agreement and its Modifications, Change Orders, Change Directives and any Exhibits thereto; and
- 2.

The Department's collective Standard Contract Provisions, as amended, and any missing term in this Agreement shall be addressed in accordance with the collective Standard Contract Provisions.**Section 5.27 No Third-Party Beneficiary Rights.** Nothing in this Agreement shall be construed as creating third-party beneficiary rights in any person or entity, except as otherwise expressly provided in this Agreement.

Section 5.28 Media Releases. Neither the Consultant, its employees, agents or Subcontractors or material suppliers shall make any press release or similar media release related to the Project unless such press release have been discussed with the Department prior to its issuance.

Section 5.29 Construction. This Agreement shall be construed fairly as to all Parties and not in favor of or against any party, regardless of which party prepared the Agreement.

SECTION 6 CHANGES IN THE WORK

6.1 Changes Authorized. In accordance with the collective DGS Standard Contract Provisions, the Department may, without invalidating the Agreement, and without notice to or approval of any surety, order changes in the Work, including additions, deletions or modifications. Any such change must be conveyed by the Department to the Consultant via written Change Directive or Change Order.

6.2 Executed Change Directive/Contract Modification/Change Order Required. Only a written Change Directive, Contract Modification or Change Order, executed by the Department, may make changes to the Agreement. In particular, but without limitation, a written Change Directive or Change Order executed by the Department is the only means by which changes may be made to the Substantial or Final Completion Dates, or the Lump Sum Price.

6.3 Department-Initiated Changes

- (a) If the Department wishes to make a change in the Work or to accelerate the Work, it will execute and issue to the Consultant a written Change Directive, either directing the Consultant to proceed at once with the changed Work or directing it to not to proceed, but to inform the Department, in writing, of the amount, if any, by which the Consultant believes that Substantial or Final Completion Dates and/or the Lump Sum Price should be adjusted to take the Change Order or Change Directive into account.

- (b) Within ten (10) days of receiving a Change Directive, the Consultant shall provide the Department with a written statement of all changes in the Agreement, including, without limitation, any changes to the Substantial or Final Completion Dates or the Lump Sum Price to which it believes it is entitled as a result of the Change Directive. If additional time is sought, a schedule analysis supporting the requested extension should be included. The schedule analysis should include a written narrative explanation. If a change in the Lump Sum Price is sought (or if the Department has requested a deduct change), the statement should include a breakdown, by line item, of the estimated cost changes attributable to the proposed change. The Department may request, and the Consultant shall provide, further cost breakdowns, clarifications, documentation or back-up if the Department reasonably believes such additional information is needed to understand and evaluate the request. The additional information required may include cost and pricing data in accordance with the Department's regulations. Any requested adjustment to the Lump Sum Price shall be limited to increased Cost of the Work due to the Change Directive. The Consultant is not entitled to any markup on any kind of Change Orders except as authorized herein, and if so authorized, any mark-up shall be in accordance with Section 12.10.

- (c) If the Department has not yet directed the Consultant to proceed with the change described by a Change Directive, the Department may rescind it. If the Department wishes to proceed, or has already directed the Consultant to proceed, the Consultant shall immediately proceed with the changed Work and, the Department and the Consultant shall use their good faith best efforts to reach an agreement upon the modifications to the Substantial or Final Completion Dates, and/or the Lump Sum Price that are justified by the Change Directive. If the Department and the Consultant reach agreement, the agreement shall be set forth in a Change Order and the Consultant shall also execute it, at which point it will become binding on both Parties.
- (d) If the parties fail to reach an agreement within sixty (60) days after the Department receives the Consultant's detailed statement pursuant to Section 12.3.(b), and such other documentation as the Department may request, the Consultant may assert a claim in accordance with the Agreement. In such a case, and subject to adjustment via the claims and disputes process, the Department shall unilaterally grant the Consultant such adjustments, if any, to the Substantial or Final Completion Dates, or the Lump Sum Price as the Department has judged to be appropriate.

6.4 Notice of Change Event. The Consultant must give the Department written notice of any Change Event within ten (10) calendar days of the date on which the Consultant knew, or reasonably should have known, of the Change Event. To the extent available, the notice must state the nature of the Change Event and describe, generally, all changes in the Agreement to which the Consultant believes it is entitled. Such notice is an express condition precedent to any claim or request for adjustment to the Substantial or Final Completion Dates, or the Lump Sum Price arising from the Change Event and, if the notice is not given within the required time, the Consultant will have waived the right to any adjustment to the Substantial or Final Completion Dates, or the Lump Sum Price arising from the Change Event.

6.5 Detailed Change Request. Within twenty (20) days after giving notice of a Change Event, the Consultant shall submit a written Change Request to the Department describing, in reasonable detail, all adjustments it seeks to the Substantial or Final Completion Dates or the Lump Sum Price as a result of the Change Event. The Change Request shall include the same information as described in Section 12.3 with respect to any Agreement changes the Consultant seeks due to the Change Event, and the amount of any requested adjustment to the Lump Sum Price shall be limited in accordance with that Section 12.3.

6.6 Changes to Lump Sum Price. Subject to the condition precedent that the Consultant have complied with the notice and documentation provisions of this Article, and subject to the limitations stated in this Agreement, the Consultant is entitled to an adjustment to the Lump Sum Price in the following cases:

- (a) If the Department issues a Change Directive or Change Order that directs the Consultant to proceed with work which is beyond the scope of Work included within this Agreement; or
- (b) The Consultant encounters Differing Site Conditions or Hazardous Materials not identified in the Preconstruction Phase.

6.7 Deductive Change Orders. The Department reserves the right to issue deductive Change Orders (reducing the Lump Sum Price or modifying the Substantial or Final Completion Dates to an earlier date) when changes are effected, by Change Directive or otherwise, which will decrease the cost of completing the Work or the time within which it can be completed.

6.8 Executed Change Orders Final. The Consultant agrees that any Change Order executed by the Department and Consultant constitutes its full and final adjustment for all costs, delays, disruptions, inefficiencies, accelerations, schedule impacts, or other consequences arising from the change in question, whether a Change Directive, or a Change Event, or from any claimed cumulative effect of changes made to the date of the Change Order, and that no further adjustments in compensation or time shall be sought or made with respect to the Change Directive or the Change Event giving rise to the Change Order.

6.9 Failure to Agree. If the Consultant claims entitlement to a change in the Agreement, and the Department does not agree that any action or event has occurred to justify any change in time or compensation, or if the Parties fail to agree upon the appropriate amount of the adjustment in time or compensation, the Department will unilaterally make such changes, if any, to the Agreement, as it determines are appropriate pursuant to the Agreement. The Consultant shall proceed with the Work and the Department's directives, without interruption or delay, and shall make a claim as provided in Article 14 herein. Failure to proceed due to a dispute over a change request shall constitute a material breach of the Contract and entitle the Department to all available remedies for such breach, including, without limitation, termination for default.

SECTION 7 – CLAIMS AND DISPUTES

Section 7.1 All claims or disputes arising out of this Agreement shall be governed by the terms of the collective DGS Standard Contract Provisions.

SECTION 8 OTHER CONDITIONS AND SERVICES

Section 8.1 This Agreement and the rights and obligations of the Department and Construction Manager herein are subject to the approval of the Council for the District of Columbia.

SECTION 9 EXHIBITS

- Exhibit A – Price Proposal
- Exhibit B – First Source Agreement and First Source Employment Plan Agreement
- Exhibit C – Tax Affidavit
- Exhibit D – Service Contract Act Wage Rates
- Exhibit E – 2019 Living Wage Fact Sheet
- Exhibit F – 2019 Living Wage Notice
- Exhibit G1 – DGS Standard Contract Provision (Supplies and Services)
- Exhibit G2 – DGS Standard Contract Provision (Architectural & Engineering Services)
- Exhibit G3 - DGS Standard Contract Provision (construction contracts)
- Exhibit H – SBE Subcontracting Plan
- Exhibit I – Release of Lien Forms
- Exhibit J – EEO Policy Statement
- Exhibit K- Key Personnel

IN WITNESS WHEREOF, the Parties to this Agreement (Contract Number: DCAM-19-CS-RFP-0075) have caused it to be executed by their duly authorized representatives with an Effective Date as of the last date of signatures set forth below:

DEPARTMENT OF GENERAL SERVICES,
a subordinate agency within the executive
branch of the Government of the District of Columbia

By: _____
Name: _____
Title: _____
Date: _____

[Contractor]

By: _____
Name: _____
Title: _____
Date: _____