

**FORM OF CONTRACT FOR  
Strategic Management Consulting Services for the Office of the Director  
DCAM-17-NC-0038**

**This contract for Strategic Management Consulting Services (“Agreement”)** is entered into by and between the District of Columbia government acting by and through its **DEPARTMENT OF GENERAL SERVICES (“Department”)** and **[INSERT CONTRACTOR NAME]** (“Contractor”).

**WITNESSETH:**

**WHEREAS**, the Department of General Services (“Department” or “DGS”) issued a Request for Proposal (“RFP”) to engage up to three (3) Contractors to provide Strategic Management Consulting Services for the Office of the Director;

**WHEREAS**, the Contractor submitted a proposal in response to the RFP, and the Department wishes to engage the Contractor to provide the requested services;

**WHEREAS**, the Department desires that the Contractor provide the services specified herein for one (1) year from date of award, with four (4) one year option periods;

**NOW, THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, the parties to this Agreement agree as follows:

**Agreement:**

**Section 1     Scope of Work**

The Department is seeking up to three (3) qualified Contractors with consulting experience to provide eight (8) personnel category positions: (1) Organizational Development Consultant; (2) Principal Consultant; (3) Lead Consultant; (4) Subject Matter Expert; (5) Program Manager; (6) Performance Management Officer; (7) Senior Performance Management Specialist; and (8) Management Analyst, for Strategic Management Consulting Services on an as-needed basis to DGS’ Office of the Director. These personnel positions shall assist the Office of the Director in planning and implementing organizational change, establishing a performance management system, strategic planning, and leadership development.

The Contractor(s) shall provide all management, expertise, supervision, labor, administrative support, materials, tools, parts, supplies, equipment and transportation necessary to effectively and efficiently fulfill all the requirements of this Scope of Work.

**Section 1.1 The Description for each personnel category position is provided below:**

**Section 1.2 Organizational Development Consultant; General Intent**

The Organizational Development Consultant (“Consultant”) shall provide consultation in change management, organization effectiveness and performance issues, and shall work in partnership with the Department to orchestrate cultural development and organization change initiatives that address Department goals and strategies.

The Consultant is accountable for the overall integration, delivery and monitoring of all agency change management services to the Department. The Consultant shall work closely with the Office of the Director to plan and implement change in programs and strategies to realize the vision, mission and strategic plan of the Department; and with all Senior Managers to support the delivery of Program and Division Services. The Consultant is responsible for carrying out organization assessments, making recommendations for change, helping design new structures and positions descriptions, and working to re-design management processes to meet quality standards; establishing organization-wide processes that create organization health and employee satisfaction.

The Consultant shall serve as a continuous liaison with (i) all levels of the Department in the delivery of organizational development services and the provision of consulting support; (ii) with various levels of government and industry counterparts; (iii) the general public; (iv) educational institutions; and (v) external consultants, for the exchange of information and/or provision of specialist advice/knowledge. He/she shall establish and utilize an external consultant network to maintain a pool of resources to meet the agency's learning and development needs when internal resources are insufficient or inappropriate.

**Section 1.2.1 Duties**

- A. Develop strategic partnerships with the Executive Team, and Senior Management Team to identify and intervene on change management initiatives that foster organization learning and address corporate strategic goals and needs.
- B. Proactively address and respond to organizational development issues by bringing key stakeholders together to assess root causes and performance gaps, implement and/or support implementation of appropriate interventions, including strategic planning, tactical and project planning, facilitation, instruction, program design, materials development and performance analysis.
- C. Provide advice and develop interventions about impacts resulting from whole organization changes (i.e. STFH, School Modernization, etc.).
- D. Provide project management for agency-wide projects/initiatives as required; facilitate team efforts and help to define project goals,

timelines, resource requirements and planning to cope with conflict or stressor points in the plans.

- E. Provide agency-wide (as well as Division, Program and Department) assessments about organization and unit health and effectiveness so that change projects can be prioritized and brought to successful completion.
- F. Track number and status of prioritized change projects; assist with structure designs and implement organization change; provide recommendations to senior administration.
- G. Assess risks associated with various change initiatives/projects, and suggest and implement actions to manage any negative impacts.
- H. Support the work of external consultants brought in to do various projects by various groups in the Department by providing them with information about the organization, help with implementation of their projects, and ensure that follow-up assessments of effectiveness are conducted.
- I. Provide organizational development consultation services to Programs and Departments upon request.
- J. Focus on improving group and departmental functioning.
- K. Facilitate division and departmental planning and interaction to improve group/ department productivity, decision making and performance in a team based and Program Management based cultural environment.
- L. Influence and support changes in organizational behavior. Serves as an internal consultant to facilitate team building; resolve work group conflict; changes in group in norms values and culture.
- M. Upon request, coaches Senior Management Team to expand leadership and change management competencies.
- N. Participate in the organization's Strategic Planning and Facilitates in-house planning to ensure implementation of key goals.
- O. Develop standards, policies and procedures to support high quality organizational development services.
- P. Network extensively with Consultants and Industry Experts to match their skills and the organization's needs.
- Q. Maintain and update knowledge of change management theory, principles, and practices; management and leadership approaches, and instructional design and delivery techniques in order to develop personal areas for improvement and also to make recommendations to assist client learning.

### **Section 1.3 Principal Consultant; General Intent**

The Principal Consultant shall be the strategic oversight leader for consulting engagements. This individual will be responsible for the overall management of all consulting activities and act as the primary engagement manager for each

project; and, will be in charge of several lead consultant teams and provide direction and deliverable feedback to ensure strong consultancy performance.

### **Section 1.3.1 Duties**

- A. Review and oversee all consultant project milestones and deliverables, budgets, resources, and relationships to achieve organizational objectives.
- B. Provide strategic oversight and leadership in executing projects from planning to completion for all team activities throughout the life-cycle of a project.
- C. Monitor detailed project plans and track progress throughout the project.
- D. Monitor and manage Lead Consultants' performance and goals.
- E. Manage overall client satisfaction and address client risks in a timely and efficient manner.
- F. Analyze and identify trends and inefficiencies to prevent problems from arising.
- G. Provide roadmaps and periodic recommendations to clients and oversee mitigation and contingency plans where necessary.
- H. Facilitate meetings, and build positive relationships with clients, vendors and management
- I. Monitor all project metrics, including deliverable timeliness and budget.
- J. Review client presentations in various formats including PowerPoint and web-based applications where appropriate.
- K. Monitor follow-up studies on projects to ensure continuous improvement going forward in related engagements
- L. Oversee all quality control and quality assurance activities and outcomes.

## **Section 1.4 Lead Consultant; General Intent**

The Lead Consultant will have a hands-on role in the day-to-day management of ongoing client projects. This individual will serve as the onsite project manager and will provide appropriate solutions to problems and decisions by acting as a liaison between the Department and consultancy team.

### **Section 1.4.1 Duties**

- A. Plan and manage budgets, resources and relationships to achieve organizational objectives, as well as prepare and organize schedules to ensure timely completion of projects.
- B. Provide oversight and leadership in executing projects from planning to completion; define and monitor each team member's role and performance, as well as coordinate all team activities throughout the life-cycle of a project.
- C. Create detailed project plans and track progress throughout the project.

- D. Monitor and manage team members (including Subject Matter Expert) performance and goals.
- E. Identify and manage project risks and develop solutions.
- F. Analyze and identify trends and inefficiencies to prevent problems from arising. Provide roadmaps and periodic recommendations to senior management, and create and implement mitigation and contingency plans where necessary.
- G. Facilitate meetings; build positive relationships with clients, vendors and management.
- H. Track documentation, project metrics, and data collection.
- I. Create client presentations in various formats, including PowerPoint and web-based applications where appropriate.
- J. Conduct follow-up studies on projects to ensure continuous improvement going forward in related engagements.
- K. Prepare case studies to summarize project successes.
- L. Manage all quality control and quality assurance activities and outcomes.

**Section 1.5 Subject Matter Expert; General Intent**

The Subject Matter Expert’s role shall be to contribute to the integrity of solutions and services offered to the Department by providing demonstrated expertise during the engagement.

**Section 1.5.1 Duties**

- A. Offer demonstrated competence in one or more subject matter areas.
- B. Offer technical advice and strategy recommendations during the project planning process.
- C. Provide technical oversight and leadership in defined project areas throughout the life-cycle of a project.
- D. Contribute to overall client satisfaction and address client risks in a timely and efficient manner.
- E. Participate in meetings; build positive relationships with clients, vendors and management.
- F. Review client presentations and deliverables to ensure technically sound, feasible, and reflect the consultancy team's core knowledge in a given area.

**Section 1.6 Program Manager; General Intent**

The Program Manager (“PM”) shall assist with the development, implementation and management of a performance and accountability system for the Department. The PM shall perform policy and risk assessment; policies and procedures development; and program quality assurance oversight.

The PM shall independently plan, direct, and carry out programmatic assignments and/or through a subordinate staff or tasks groups to accomplish

program goals and mandate, and identify special projects, setting goals and deadlines. The individual will interpret policy; determine the approach to be taken, and the methodology to use in carrying out the mission of the Department. The PM shall advise the Office of the Director of potential controversial matters, issues or problems with widespread implications and offers alternative workable resolutions.

#### **Section 1.6.1 Duties**

- A. Provide strategic direction relative to the agency's programs inclusive of the Capital Improvement Program (CIP) and Comprehensive Maintenance Program (CMP) and collaborate with the Office of the Director on the development, implementation and management of these programs.
- B. Develop, modify and monitor the programs to ensure efficient and effective use of resources as cited in Department directives and guidelines.
- C. Develop performance management and accountability programs and processes to improve the efficiency of operations.
- D. Develop and manage the accountability portion of the organization that ensures compliance with rules, policies, and regulations associated with DC and Federal government.
- E. Work in conjunction with the Department managers to establish short-range, mid-range, and long-range planning strategies, inclusive of fiscal impacts.
- F. Develop, evaluate and implement contemporary technological innovations associated with systems, materials, concepts and methods as applied to the mission of DGS and the District.
- G. Work closely with Department divisions as needed to plan, develop, implement and monitor policy, directives and standard operating procedures, programs and initiatives; assist Department divisions in identifying all existing policy directives and standard operating procedures, conducting research to determine best practices from other jurisdictions and industries, assessing needs to identify new policies and procedures for implementation and offering recommendations regarding priorities for policy and procedure development in accordance with the immediate needs of the agency.
- H. Plan, organize, and supervise the dissemination of information via various modes inclusive of a web-based data information management tool and coordinates with the Office of the Director as needed to develop and implement strategies for the agency.
- I. Create and maintain policies and procedures for the agency's accountability system including adequate yearly progress assessments that includes performance, accountability, achievement levels, baselines and annual measurable

objectives, subgroups, proficiency index, etc., which may require developing cost estimating standards and guidelines, and ensuring the quality and integrity of cost estimates.

- J. Responsible for developing, implementing and monitoring a Quality Assurance (QA) program; completing QA checklists for auditing DGS projects inclusive of maintenance operators, architects and engineers, construction and facilities managers and various program/initiatives within the agency. Draft written QA reports which track program performance and accountability measures.
- K. Responsible for the general oversight of reporting activities as well as the creation of standard report formats to be utilized by agency staff and contractors.
- L. Prepare and submit daily, monthly, quarterly and annual reports to the Office of the Director.

## **Section 1.7 Performance Management Officer; General Intent**

The Performance Management Officer (“PM Officer”) shall oversee the overall performance management of the Department, ensuring resource allocation decisions reflect the administration priorities and optimize outcomes. This position requires expertise in data analysis, budget formulation, performance measurements and operational design.

### **Section 1.7.1 Duties**

- A. Ensure the effective and successful operations of the agency and optimal deployment of agency resources. The PM Officer shall develop and monitor annual and long-range performance plans and performance indicators for the department. Establish clear accountability, program measures, and performance targets for departmental components; ensure completion of periodic evaluation of the performance of each departmental component, as well as supports the integration of agency priorities into employee performance plans.
- B. Support Department leadership by analyzing financial and operational data to ensure budgets is aligned with strategic priorities. Responsible for conducting complex analytical studies to evaluate the effectiveness and efficiency of program and project operations to enhance the quality of services and accomplish established performance expectations. Monitor and analyze programs to verify reported information and to review compliance with guidelines or performance objectives. Perform surveys, studies, and evaluations to measure and improve program operations and results.
- C. Serve as confidential advisor to the Director and Chief Operating Officer in carrying out assignments of extreme sensitivity.
- D. Provide expertise to support executive decision-making

- processes by discerning and describing the interrelationship of facts and issues regarding operations.
- E. Identify best practices and other objective criteria to evaluate issues.
  - F. Assess the potential impact, risks, benefits, strengths and weaknesses associated with particular proposals or course of action.
  - G. Ensure that recommendations made are well-defined and coordinated and include the use of multidisciplinary approaches sufficient to meet established and anticipated needs of decision-makers.
  - H. Responsible for implementing continuous process improvement initiatives that are aligned with the overall business strategy, working closely with cross-functional business units, driving employee engagement, and developing frameworks and methodologies for managing change.
  - I. Manage the facilitation of teams to develop employee driven solutions; develop necessary training programs in collaboration with Human Resources to facilitate measureable culture change; evaluate and determine leadership alignment within DGS' management structure; assist project teams in prioritizing initiatives, developing methodologies, determining work scope and identifying change agents; coordinate risk assessments of process improvement initiatives to provide feedback regarding the advantages and/or disadvantages of potential change implementations; provide line managers with objectively based information for making decisions on the administrative and programmatic aspects of agency operations and management; manage project activities, ensuring projects are meeting or exceeding timelines and expectations enabling successful implementation; measure and monitor performance improvement efforts on a continuous basis to identify improvement opportunities and ensuring that benefits are realized.

## **Section 1.8 Senior Performance Management Specialist; General Intent**

The Senior Performance Management Specialist (“Sr. Specialist”) shall carry out a wide range of assignments related to District-wide performance management initiatives, including the new performance management program, performance evaluation system, awards and incentives programs, etc. This position shall oversee special assignments, requested by the Office of the Director to ensure the effectiveness and efficiency of program and project operations.

### **Section 1.8.1 Duties**

- A. Conduct variety of special studies and projects related to performance management, including some that are confidential.



- B. Serve as a senior specialist and team leader, carrying out the full range of performance management actions.
- C. Provide expert management advisory services and responds to management's inquiries. Exhibit an excellent grasp of performance management principles and technical concepts, combined with the ability to accommodate management's needs in accordance with applicable laws, regulations and policies. Deal with management officials in such a manner as to inspire confidence in decisions and recommendations.
- D. Recommend improvements or solutions to problems, or determines appropriate actions to resolve problems. Through careful written and/or oral communications, explain or justify decisions, conclusions, findings, or recommendations pertaining to the Department's operations and initiatives District-wide.
- E. Provide advice on policy and program/project matters and carry out individual assignments involving the coordination of matters outside the purview of any single organizational element.
- F. Plan and demonstrate initiative and resourcefulness in carrying out a wide variety of unique and special projects, simultaneously juggling them with regular assignments.
- G. Provide customer service support to Department management on matters related to performance management.
- H. Analyze relevant program-related data and generate graphic and narrative reports and presentations.
- I. Recognize the need to amend existing regulations and/or draft new regulations for related performance management-related policies.
- J. Serve as trainer and/or facilitator as appropriate, leads discussions and meetings.
- K. Participate in staff and operational meetings to keep abreast of plans, projects, decisions, and problems. Provide advice on current activities or information that may impact on functions.
- L. Confer with key employees of the District governments, community organizations, professional associations, and private sector entities to gather information on processes being utilized for program/project monitoring as well as disseminating information on District performance management initiatives.

**Section 1.9 Management Analyst; General Intent**

The purpose of the Management Analyst ("Analyst") position is to provide support in the daily implementation of business process reengineering within DGS. The Analyst's primary responsibility is to analyze, evaluate, and/or improve the efficiency of internal administrative operations, organizations, or current and/or proposed management programs, activities, policies, etc. to evaluate their actual or potential effectiveness in achieving management objectives. The work of this position provides developmental support and analysis for business process applications in various Departmental

environments. The work involves very broad and extensive assignments related to the design, redesign and modernization of departmental business processes and programs.

The work involves analyzing work activities to determine the feasibility of developing automated systems to improve operational efficiency. Analytical assignments involve efforts to develop and implement broad programs/projects based upon new or revised regulations. The work typically requires efforts to develop new program/project objectives and regulatory initiatives to facilitate achievement of goals and objectives. The work requires continuing efforts to establish guidelines to ensure the smooth operation of the office.

### **Section 1.9.1 Duties**

- A. Perform wide range of activities, which include developing and maintaining strategic plans; define current and future business environments; and establish metrics to measure and evaluate systems performance. Perform root cause analyses of business processes to identify needs for change. Complete studies of considerable scope, complexity and significance pertinent to department.
- B. Conduct fact-finding, documentation of facts and analysis of existing programs and their performance to identify current problems, and make recommendations to remedy these problems to the supervisor.
- C. Research and investigate new or improved business and management practices for application to departmental programs and operations. Investigate the causes of project roadblocks and other scheduling problems, and take corrective actions. Discuss problems with technical and functional personnel, system engineers and vendors.
- D. Perform needs analyses to define opportunities for new or improved business process solutions. Consult with customers to identify and specify requirements. Conduct feasibility studies and trade-off analyses; prepare business cases; and define systems scope and objectives. Develop cost estimates; and evaluate and recommend sources for systems components, and develop overall functional and technical requirements and specifications.
- E. Initiate assessment, planning and implementation of process changes in the department and those requiring joint action with other agencies in the District. Support process initiatives by making business case, which requires performing rigorous, financial, technological, or communications analyses and valuation (on a quantitative or qualitative basis) of the effectiveness of the program operations in meeting established

- goals and objectives.
- F. Participate in process improvement activities initiated to increase customer satisfaction results. Present findings and recommendations to appropriate audiences. Evaluate and report changes in agency outcomes resulting from service improvement initiatives.
  - G. Confer with key employees of the District/Federal governments, community organizations, and private sector entities to gather information on processes being utilized for program/project monitoring and disseminating information on initiatives.
  - H. Participate in staff and operational meeting to keep abreast of plans, projects, decisions, and problems. Provide advice on current activities or information that may impact on functions.

### **Section 1.10 Deliverables**

- A. Submit for the Department's approval a strategic plan
- B. Submit for the Department's approval a written performance management plan
- C. Submit for the Department's approval a written communication plan with a focus on change management
- D. Submit for the Department's approval a written leadership/management team development plan
- E. Submit for the Department's approval a policy and procedure development plan
- F. Specific policies and procedures, as requested by the Department
- G. Facilitate coaching, training, meetings, and/or focus groups
- H. Submit for the Department's approval training documents, resources, and curriculum

### **Section 1.11 Task Orders**

It is contemplated that the selected Contractors will enter in IDIQ contracts with the Department and that all work under the resulting IDIQ contracts will be issued and authorized by Task Order. In no instance shall a Contractor be entitled to compensation for work that was performed without a Task Order. It is contemplated that Task Orders will be issued on a rotation basis.

### **Section 1.12 Executive Management Team**

#### **Section 1.12.1 Identification of Executive Management Team**

The Contractor shall include a list, at a minimum, two (2) executive management personnel to serve as points of contact for the Company. These executive management personnel may or may not be same as the eight (8) category positions.

**Section 1.13 Duty to Maintain Timesheets**

The Contractor shall be required to maintain timesheets in sufficient level of detail to describe the general nature of the services provided and the number of hours devoted to such activities by all of its personnel assigned a specific project. The Contractor shall submit such timesheets to the Department with its monthly invoices.

**Section 1.14 Licensing, Accreditation and Registration**

All Offerors must provide proof, in their bids, to DGS that they have a “General Business License” issued by the D.C. Department of Consumer and Regulatory Affairs. During the contract, each Contractor and all of its subcontractors and sub-consultants (regardless of tier) shall comply with all licensing, accreditation, and registration requirements and standards under Applicable Laws for the performance of the contract.

**Section 2 Contractor’s Fees**

**Section 2.1 Contract Type.** This is an Indefinite Delivery, Indefinite Quantity type of contract (“IDIQ”). The Contractor(s) compensation will be based on firm fixed, fully loaded hourly labor rates established in *Attachment B*. These firm fixed fully loaded hourly rates will be the Contractor’s sole compensation for work performed by the Contractor and such should include adequate amounts to cover the Contractor’s labor, overhead, insurance and profit, regardless of whether such services are provided by the Contractor’s own forces or a subcontractor.

**Section 2.2 Not-to-Exceed Amount.** The Contractor shall be entitled to receive a minimum of Two Hundred Fifty Dollars (\$250.00) pursuant to this Contract regardless of whether any work is performed under this Contract. However, in no event shall the Contractor be entitled to receive more than Nine Hundred Fifty Thousand Dollars (\$950,000.00) per year for work performed pursuant to services performed under this Contract.

**Section 3 Term**

**Section 3.1 Term.** The term of this Agreement shall begin on the Date of Award, and end one (1) year thereafter.

**Section 3.2 Option Years.** The Department shall have the right to unilaterally extend the term of this agreement for four (4), one (1) year option periods or successive portions thereafter. The Department shall give the Contractor preliminary, written notice of its intent to exercise an option period at least thirty (30) days in advance of the contract expiration. The Contractor may waive the thirty (30) day notice

requirement by providing a written waiver to the Contracting Department prior to the expiration of the Contract.

**Section 3.2.1 Option Years Pricing.** In the event the Department exercises its option to extend the term of the Agreement to cover the Option Period(s), the firm fixed, fully loaded hourly rates applicable to such Option Year(s) are set forth in the ***Bid Form Attachment B***.

#### **Section 4 Payments**

**Section 4.1 Invoicing.** The Contractor shall bill the Department on a monthly basis. Each such invoice shall itemize all of the work performed during the invoice period. The Contractor shall submit invoices electronically to the DGS EASI Pay Portal located on the DGS Website: <https://dgs.onbaseonline.com>.

All Contractors are required to register for access to EASI Pay. For assistance with the registration process, technical assistance and/or additional instructions please contact the Portal Help Desk at (301) 563-3025.

**Section 4.2 Supporting Documentation.** The Contractor shall submit with each invoice cost backup supporting such invoice.

**Section 4.3 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

- a. the work is defective and such defects have not been remedied; or
- b. the Department has determined that the Contractor's progress has fallen behind the Project Schedule, and the Contractor fails, within five calendar days of the Department's written demand, to provide the Department with a realistic and acceptable plan to recover the delays; or
- c. the Contractor has failed to pay subcontractors promptly or has made false or inaccurate certifications that payments to Subcontractors or Suppliers are due or have been made; or
- d. the Contractor is otherwise in substantial breach of the Contract (including, without limitation, failures to comply with these Special Provisions).

**Section 4.4** The Department's liability under this contract is contingent upon the future availability of appropriated monies with which to make payment under the

contract. The legal liability on the part of the Department for the payment of any money shall not arise unless and until such appropriations have been provided.

## **Section 5 Subcontracts**

**Section 5.1 Subcontracts.** The Contractor shall perform the work with its own forces. In the event that the Contractor desires to engage one or more subcontractors to assist with the work, it shall advise the Department and obtain the Department's written approval of any such subcontractor. All subcontractors shall be required to comply with the insurance requirements set forth herein. In addition, the Contractor shall be responsible for all work performed by the subcontractors and shall assume the risk of the subcontractors' non-performance.

**Section 5.2 Subcontracted Work.** For all work, the Contractor's compensation will be based on the rates established in Attachment A, and thus, such rates must be sufficient to cover the cost of subcontracting in the event the Contractor plans to satisfy its contractual obligations through subcontracting.

## **Section 6. Economic Inclusion Requirements**

**Section 6.1 SBE Utilization.** The Contractor shall comply with the following:

### **Section 6.1.1 Mandatory Subcontracting Requirements.**

(a) Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

(b) If there are insufficient SBEs to completely fulfill the requirement of Section 1 (a), then the subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

(c) A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections Section 6.1.1 and Section 6.1.2 of this clause.

(d) Except as provided in Section 6.1 (e) and 6.1 (g), a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

(e) A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43 or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

(f) Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

(g) A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

### **Section 6.1.2 Subcontracting Plan.**

If the prime contractor is required by law to subcontract, it shall subcontract at least 35% of the dollar volume of Contract in accordance with the provisions of Section 6.1.1 The subcontracting Plan shall be submitted as part of the Contractor's Task Order proposal and may only be amended with the prior written approval of the DGS Contracting Officer (CO) and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District. Each subcontracting plan shall include the following:

- (a) The name and address of each subcontractor;
- (b) A current certification number of the small or certified business enterprise;
- (c) The scope of work to be performed by each subcontractor; and

- (d) The price that the prime contractor will pay each subcontractor.

**Section 6.1.2.1 Copies of Subcontracts.**

If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit fully executed copies of all subcontracts identified in the subcontracting plan to the CO, PM, District of Columbia Auditor and the Director of DSLBD within twenty-one (21) days of the execution of a Task Order.

**Section 6.1.2.2 Subcontracting Plan Compliance Reporting.**

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

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

**Section 6.1.3 Annual Meetings.** Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, PM, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

**Section 6.1.4 Notices.** The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

**Section 6.1.5 Enforcement and Penalties for Breach of Subcontracting Plan.**

- a) Contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.



- b) A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
- c) If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in Section 10 of the Contract.

**Section 7**     **First Source Agreement**

**Section 7.1**     Upon execution of the Contract, the Contractor and all its member firms, if any, and each of its Subcontractors shall submit to the Department a list of current employees that will be assigned to the Contract, the date they were hired and whether or not they live in the District of Columbia.

**Section 7.2**     The Contractor and its constituent entities shall comply with subchapter III of Chapter 11 Title 1, 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 Contractor 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.

**Section 7.3**     The Contractor shall maintain detailed records relating to the general hiring of District of Columbia and community residents.

**Section 7.4**     The Contractor shall be responsible for: (i) including the provisions of this Section 7.2 in all subcontracts; (ii) collecting the information required in this Section 7.2 from its Subcontractors; and (iii) providing the information collected from its Subcontractors in any reports required to be submitted by the Contractor pursuant to this Section 7.2.

**Section 8**     **Contracting Officer (CO)**

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

George G. Lewis, CPPO  
Interim Associate Director/Contracting Officer  
Department of General Services  
2000 14th Street, NW, 8th Floor  
Washington, DC 20009

**Section 8.1**     **Contracting Officer's Technical Representative (COTR).**

The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with

the contract. The COTR has the responsibility of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. These include:

- (a) Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- (b) Coordinating site entry for Contractor personnel, if applicable;
- (c) Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
- (d) Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- (e) Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, and equipment) and invoice or vouchers.
- (f) The contact information of the COTR is:

Anthony L. Clark  
Special Assistant to the Director  
Office of the Director  
Department of General Services  
2000 14<sup>th</sup> Street NW | 8<sup>th</sup> Floor  
Washington, DC 20009  
202-741-8598  
[anthony.clark@dc.gov](mailto:anthony.clark@dc.gov)

## **Section 9**     **Changes**

**Section 9.1**     **Changes Authorized.** The Department may, without invalidating the contract, 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 Contractor via written Change Order.

**Section 9.2**     **Executed Change Directive/Order Required.** Changes to the Contract may be made only by a written Change Order executed by the Department. The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

**Section 9.3 Prompt Notice.** In the event the Contractor encounters a situation which the Contractor believes to be a change to this contract, the Contractor shall provide the Department with prompt written notice of such event and the possible impact such event could have on cost and schedule. All such notices shall be given promptly, considering the then applicable situations, but in no event more than ten (10) calendar days after encountering the situation. The Contractor acknowledges that the failure to provide such notice in a timely manner could limit or eliminate the Department's ability to mitigate such events, and thus, the Contractor shall not be entitled to an adjustment in the event it fails to provide prompt notice. The Contractor shall include provisions similar to this provision in all of its subcontracts.

**Section 9.4 Executed Change Orders Final.** The Contractor agrees that any Change Order executed by the Department and the Contractor constitutes its full and final adjustment for all costs, delays, disruptions, inefficiencies, cumulative impact, accelerations, schedule impacts, or other consequences arising from the change in question, whether 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.

**Section 9.5 Failure to Agree.** If the Contractor claims entitlement to a change in the contract, 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 contract, as it determines are appropriate pursuant to the terms of this Contract. The Contractor shall proceed with the Work and the Department's directives, without interruption or delay, and may make a claim as provided in Section 12 of this Contract. 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 9.6 Indemnification.**

**Section 9.6.1 Violation of Laws.** If the Contractor violates laws or regulations that govern the Project, the Contractor shall take prompt action to correct or abate such violation and shall indemnify and hold the Department and its consultants, representatives, agents, servants and employees harmless against any fines, and/or penalties that result from such violation. To the extent that such violation is the result of negligence or other actionable conduct of the Contractor, the Contractor shall indemnify and hold the Department and its consultants, representatives, agents and employees harmless against any third party claims, suits, awards, actions, causes of action or judgments, including but not limited to attorney's fees and costs incurred thereunder, that arise or result from such violation.

**Section 9.6.2 Guarantee of Work.** The Contractor shall indemnify and hold harmless the Department and its consultants, representatives, agents, servants and employees from and against any and all claims, causes of action, losses, costs, expenses or damages, including, but not limited to, attorney's fees, of any kind or nature whatsoever, arising from or relating to: (i) negligent acts or omissions; (ii) any bodily injury, including sickness, disease or death; (iii) or any property damage that results from or arises out of the work performed by the Contractor; (iv) or by or in consequence of any neglect in safeguarding the Work; (v) or through the use of unacceptable materials in the Work; (vi) or resulting from any act, omission, negligence, or misconduct of the Contractor, any of his subcontractors, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable.

**Section 9.6.3 Non-Professional Services.** In addition, other than claims arising out of the performance of professional services, the Contractor shall indemnify and hold harmless the Department, the Department's Designated Representative, the Department's officers, agents, servants and employees from and against third-party claims, liabilities, demands, losses, damages, judgments, costs, or expenses, including reasonable attorneys' fees and expenses recoverable under applicable law, to the extent such claims are caused by acts or omissions of the Contractor under this Agreement or arising out of the Contract Work.

## **Section 10 Termination.**

### **Section 10.1 Termination for Convenience**

The Department may at any time terminate this Contract, in whole or specified part, for convenience. In such an event, the Contractor shall be entitled to receive compensation for services performed through the effective date of termination in accordance with the terms of this Contract. In no event, however, shall the Contractor be entitled to recover lost profits or opportunity costs on the unperformed portion of work.

### **Section 10.2 Termination for Default**

The Department may, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

- (1) If the Contractor fails to perform the services within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with the terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the

Contracting Officer may authorized in writing) after receipt of notice from the Contracting Officer specifying such failure..

## **Section 11 Claims and Dispute Resolution.**

**Section 11.1 Notice of Claim.** If the Contractor wishes to assert a claim over a contract dispute, the Contractor shall provide written notice of the claim to the Department Contracting Officer pursuant to the procedures in section 4732 of the Department of General Services (“DGS” or “Department”) procurement rules (27 DCMR 4732) and section 1004 of the District's *Procurement Practices Reform Act of 2010* (PPRA) (D.C. Official Code section 2-361.06(a) (2)) (2011 Repl.).

**Section 11.2 Contents of Notice of Claim.** The notice of claim shall state the nature of the claim, the events or circumstances giving rise to the claim, the type of relief requested, and the amount of time or additional compensation, or other damages sought. If the amount of time, compensation, or other damages sought is not reasonably ascertainable at the time, the Contractor shall so state, explain why, and provide whatever estimates it can reasonably provide. The notice shall state clearly that the Contractor intends to assert a claim against the Department.

**Section 11.3 Appeal Procedures.** All claims arising under or in connection with the Contract or its breach, or relating to the Project, whether framed in contract, tort or otherwise, and which are not resolved via the claims process, may be resolved by filing an appeal with the District of Columbia Board of Contract Appeals in accordance with Title X of the *Procurement Practices Reform Act of 2010* (PPRA). However, if a third party brings any claim against the Department, including, without limitation, claims of infringement of patents, copyrights or other intellectual property rights, the Department may bring an action for defense or indemnification against the Contractor in the court in which such claim is being litigated.

## **Section 12 Insurance**

**Section 12.1 Required Insurance.** The Contractor will be required to maintain the following types of insurance throughout the life of the contract.

- a. Commercial general public liability insurance ("Liability Insurance") against liability for bodily injury and death and property damage, such Liability Insurance written on an occurrence basis to be in an amount not less than Two Million Dollars (\$2,000,000.00) for liability for bodily injury, death and property damage arising from any one occurrence and Two Million Dollars (\$2,000,000.00) from the aggregate of all occurrences within each policy year. The policies shall contain blanket contractual coverage (including coverage for the indemnity clauses to be

provided under the Contract) and completed operations coverage (for 3 years beyond completion of the Work).

- b. Workers' compensation providing statutory benefits for all persons employed by the Contractor, or its contractors and subcontractors at or in connection with the Work.
- c. Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000.00) for each occurrence for bodily injury and property damage.

**Section 12.2 Additional Insureds.** Each insurance policy shall be issued in the name of the Contractor and shall name as additional insured the Department and the District of Columbia and shall not be cancelable or reduced without thirty (30) calendar days' prior written notice to the Department.

**Section 12.3 Waiver of Subrogation.** All such insurance shall contain a waiver of subrogation against the Department and its respective agents.

**Section 12.4 Strength of Insurer.** All insurance shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best's rating of not less than a then-current rating of "A-" or better and a financial size category of Class XV or higher. All such insurers shall be licensed/approved to do business in the District of Columbia.

**Section 12.5 Certificates of Insurance.** The Contractor shall submit a certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Karen J. Araujo  
Contract Specialist  
Contracts and Procurement  
Department of General Services  
2000 14th Street NW, 8th Floor  
Washington, DC 20009  
T: 202-545-3035  
[karen.araujo@dc.gov](mailto:karen.araujo@dc.gov)

**Section 13 Miscellaneous Provisions.**

**Section 13.1 Governing Law.** This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

**Section 13.2 Standard Contract Provisions.** The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated January 14, 2016 ("SCP") are incorporated by reference as part of this contract.

- Section 13.3 Service Contract Act Provision.** The Contractor agrees that the work performed under this Contract shall be subject to the Service Contract Act. The wage rates applicable to this Contract are attached as *Attachment I*.
- Section 13.4 Living Wage Act.** The Contractor agrees that the work performed under this Contract shall be subject to the District of Columbia Living Wage Act, *Attachment H*.
- Section 13.5 False Claims Act.** The Contractor shall be governed by all laws and regulations prohibiting false or fraudulent statements and claims made to the government, including the prescriptions set forth in D.C. Code § 2-308.14.
- Section 13.6 Americans With Disabilities Act Of 1990 (ADA).** During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 et seq.
- Section 13.7 Buy American Act Provision.** The Contractor shall comply with the provisions of the Buy American Act (41 U.S.C. § 10a), including, but not limited to, the purchase of steel.
- Section 13.8 Anti-Deficiency Act.** The Department's obligations and responsibilities under the terms of the Contract 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. The Contract shall not 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 contract unless such amount has been approved, is lawfully available and appropriated by act of Congress.
- Section 13.9 Freedom of Information Act.** The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in section 11, who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to

provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

**Section 13.10 Licensing, Accreditation and Registration.** The Contractor(s) and all of its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract. Without limiting the generality of the foregoing, all drawings shall be signed and sealed by a professional architect or engineer licensed in the District of Columbia.

**Section 13.11 Conformance with Laws.** It shall be the responsibility of the Contractor(s) 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, including but not limited to the Service Contract Act.

**Section 13.12 Time is of the Essence.** Time is of the essence with respect to the contract. As such, the Contractor must dedicate such personnel and other resources as are necessary to ensure that the services are completed on-time and in a diligent, skilled, and professional manner.

**Section 13.13 Retention of Records: Inspections and Audits.**

**Section 13.13.1** The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under the Contract in accordance with generally accepted professional practice and appropriate accounting procedures and practices consistently applied in effect on the date of execution of the Contract.

**Section 13.13.2** The Contractor shall also maintain the financial information and data used in the preparation and support of the costing and cost summary submitted to the Department and the required cost submissions in effect on the date of execution of the Department.

**Section 13.13.3** The Department, the District of Columbia government, the Comptroller General of the United States, the U.S. Department of Labor and any of their authorized representatives shall have access to the books, records, documents and other evidence held, owned or maintained by the Contractor for the purpose of inspection, audit and copying during normal business hours and upon advance written notice to the Contractor. The Contractor shall provide proper facilities for such access and inspection.



**Section 13.13.4** The Contractor agrees to include the wording of this Section 16 in all its subcontracts in excess of Five Thousand Dollars (\$5,000.00) that directly relate to Project performance.

**Section 13.13.5** Audits conducted pursuant to this Section will be in accordance with generally accepted auditing standards with the results prepared in accordance with generally accepted accounting principles and established procedures and guidelines of the applicable reviewing or audit agency.

**Section 13.13.6** The Contractor agrees to the disclosure of all information and reports, resulting from access to records, to any authorized representative of the Department. Where the audit concerns the Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

**Section 13.13.7** The Contractor shall preserve all records described herein from the effective date of the Contract completion and for a period of seven (7) years after a final settlement. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until seven (7) years after the date of resolution of such dispute, appeal, litigation, claim or exception.

## **Section 14 Gratuities and Officers Not to Benefit Provisions**

**Section 14.1** If it is found, after notice and hearing, by the Department that gratuities (in the form of entertainment, gifts, payment, offers of employment or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any official, employee or agent of the Department or the District with a view toward securing the Contract or any other contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of the Contract, the Department may, by written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract and may pursue such other rights and remedies provided by law and under the Contract.

**Section 14.1.2** In the event the Contract is terminated the Department shall be entitled:

- a) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor; and
- b) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an

amount (as determined by the Department) which shall be not less than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

- c) no member of, nor delegate to Congress, Mayor or City Council Member, nor officer nor employee of the District, nor officer nor employee of the Department shall be admitted to any share or part of the Contract or to any benefit that may arise therefrom, and all Contracts entered into by the Contracting Officer of the Department in which he or any officer or employee of the Department shall be personally interested as well as all Contracts made by the Department in which the Mayor or City Council Member or officer or employee of the District shall be personally interested shall be void and no payments shall be made on any such contracts by the Department or by any officer thereof; but this provision shall not be construed or extend to the Contract if the share of or benefit to the member of, or delegate to Congress, Mayor or City Council Member, or officer or employee of the District is de minimis.

**Section 14.2 Ethical Standards For Department's Employees And Former Employees.**

The Department expects the Contractor to observe the highest ethical standards and to comply with all applicable law, rules, and regulations governing ethical conduct or conflicts of interest. Neither the Contractor, nor any person associated with the Contractor, shall provide (or seek reimbursement for) any gift, gratuity, favor, entertainment, loan or other thing of value to any employee of the District or the Department not in conformity with applicable law, rules or regulations. The Contractor shall not engage the services of any person or persons in the employment of the Department or the District for any Work required, contemplated or performed under the Contract. The Contractor may not assign to any former Department or District employee or agent who has joined the Contractor's firm any matter on which the former employee, while in the employ of the Department, had material or substantial involvement in the matter. The Contractor may request a waiver to permit the assignment of such matters to former Department personnel on a case-by-case basis. The Contractor shall include in every subcontract a provision substantially similar to this section so that such provisions shall be binding upon each Subcontractor or vendor.

**Section 14.3 Publicity.** The Contractor shall at all times obtain the prior written approval from the Contracting Officer before the Contractor, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

**Section 14.4 Severability.** In the event any one or more of the provisions contained in this Contract 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 Contract, and in lieu of each such invalid, illegal or unenforceable provision, there shall be added automatically as a part of this Contract 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 Contract is intended to be severable.

**Section 14.5** The Contractor and the Contractor’s employees shall perform the services specified herein as independent contractors, not as employees of the government and shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints related to the performance of this contract.

**Section 15 Order of Precedence**

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

This Contract document

- a. Contract Exhibits other than the Standard Contract Provisions
- b. Contractor’s Proposal dated \_\_\_\_\_
- c. The RFP dated January 17, 2017, as amended
- d. District of Columbia Department of General Services Standard Contract Provisions dated January 14, 2016

**IN WITNESS WHEREOF**, each of the parties to this Agreement has caused this Agreement to be signed by its duly authorized representative.

**DEPARTMENT OF GENERAL SERVICES**

**Name:** George G. Lewis, CPPO  
**Title:** Interim Associate Director  
Chief Contracting Officer

**Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**CONTRACTOR**

**Name:**  
**Title:**

**Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_