

SOLICITATION/OFFER/ AWARD

1. Caption Third Party Quality Assurance Services	Page of Pages	
	1	80

2. Contract Number DCAM-20-NC-RFP-0007	3. Effective Date See Block 20C	4. Requisition No.
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5. Issued By: Department of General Services Contracts and Procurement Division 2000 14th Street, 8th Floor Washington, DC 20009	6. Administered by (If other than line 5) Department of General Services Capital Construction Division 1250 U Street, NW 3rd Floor Washington, DC 20009
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7. Name and Address of Contractor	8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Schedule Section F.3)
	9. Discount for prompt payment
	10. Invoices Submit invoices to the Address shown in Section G.2

11. Ship to/Mark For Government of the District of Columbia Department of General Services Capital Construction Division 1250 U Street, NW Washington, DC 20009	12. Payment will be made by Government of the District of Columbia Office of the Chief Financial Officer/Department of General Services 2000 14th Street, 5th Floor Washington, DC 20009
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13. Acknowledgement of Amendments	14. RESERVED

15A. Item	15B. Supplies/Services	15C. Qty.	15D. Unit	15E. Unit Price	15F. Amount
	See Section B.3				

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Contracting Officer will complete Item 17 or 18 as applicable

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return two (2) copies to issuing office. Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this Agreement shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number DCAM-20-NC-RFP-0007 including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. Name and Title of Signer (Type or print)	20A. Name of Contracting Officer
19B. Signature of person authorized to sign)	19C. Date Signed
	20B. District of Columbia (Signature of Contracting Officer)
	20C. Date Signed

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

B.1 The District of Columbia (“District”) Department of General Services (“Department” or “DGS”) is issuing this Request for Proposal (“RFP”) to solicit Contractors (“Contractor or Consultant”) to provide the following Third Party Quality Assurance services:

- (a) Category 1 – Commissioning Services for LEED Certification
- (b) Category 2 – Construction Materials Testing (Special Inspection Services)
- (c) Category 3 – Third Party Plan Review Services
- (d) Category 4 – Third Party Construction Inspections
- (e) Category 5 – Environmental Site Assessment and Industrial Hygienist Services
- (f) Category 6 – Site and Utilities Surveys
- (g) Category 7 – Archeological Services

The Consultant may submit proposals for one or more of the service categories listed above, with the exception of Category 1 Commissioning Services for LEED Certification. If the Consultant submits a proposal for Category (1), then the Offeror is precluded from submitting a proposal for the other categories. Complete proposals are required for each category the Consultant would like to be considered. .

B.2 CONTRACT TYPE

The contract(s) resulting from this RFP will be Indefinite Delivery Indefinite Quantity (ID/IQ) type contract(s) with fixed unit prices.

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

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

- (a) Delivery or performance shall be made only as authorized by orders issued in accordance with G.10 Ordering Clause. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum quantity of \$950,000 per Category. The District will order at least the minimum quantity of \$250.00 per Category.
- (b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the

time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the contractor shall not be required to make any deliveries under this contract after the contract's period of performance.

B.4 PRICE SCHEDULE – IDIQ

See Attachment J.12

B.5 An offeror responding to this solicitation that is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this RFP may be rejected if the offeror fails to submit a subcontracting plan that is required by law.

B.6 For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9. A Subcontracting Plan form is available at Attachment J.8

**SECTION C:
 SPECIFICATIONS/WORK STATEMENT**

C.1 SCOPE

The District of Columbia (“District”) Department of General Services (“Department” or “DGS”) is issuing this Request for Proposal (“RFP”) to solicit Contractors (“Consultants”) to provide the following Third Party Quality Assurance services:

- (a) Category 1 – Commissioning Services for LEED Certification
- (b) Category 2 – Construction Materials Testing (Special Inspection Services)
- (c) Category 3 – Third Party Plan Review Services
- (d) Category 4 – Third Party Construction Inspections
- (e) Category 5 – Environmental Site Assessment and Industrial Hygienist Services
- (f) Category 6 – Site and Utilities Surveys
- (g) Category 7 – Archeological Services

C.2 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Date
1	Industry Standard	US Green Building Council (USGBC) for LEED V4 https://new.usgbc.org/leed-v4	Most Recent
2	Industry Standard	US Green Building Council (USGBC) for LEED V4 new construction https://www.usgbc.org/resources/leed-v4-building-design-and-construction-current-version	Most Recent
3	Guideline	American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) https://www.ashrae.org/File%20Library/Technical%20Resources/Standards%20and%20Guidelines/Standards%20Addenda/G0_2005_a_b_c_d_FINAL.pdf	Most Recent
4	Guideline	ASHRAE Guideline 1.1-2007 HVAC&R Technical Requirements for Commissioning Process https://www.bexa.org/ncbc/2007/proceedings/Dorgan_NCBC2007.pdf	Most Recent

Item No.	Document Type	Title	Date
5	Guideline	ASHRAE Guideline O-2005 the Commissioning Process https://www.ashrae.org/File%20Library/Technical%20Resources/Standards%20and%20Guidelines/Standards%20Addenda/G0_2005_a_b_c_d_FINAL.pdf	Most Recent
6	DC Construction Codes	https://dcra.dc.gov/page/district-columbia-construction-codes	Most Recent
7	Codes	International Building Codes https://blog.ansi.org/2017/11/2018-international-building-code-icc-ibc/#gref	Most Recent
8	Standard	American Society for Testing and Materials (ASTM) Density and Moisture Testing ASTM D2922 https://www.astm.org/Standards/D2922.htm ASTM D3017 https://www.astm.org/Standards/D3017.htm ASTM D1 556 https://www.astm.org/Standards/D556.htm ASTM D1 557 https://www.astm.org/DATABASE.CART/WITHDRAWN/D557.htm ASTM D698 https://www.astm.org/Standards/D698	Most Recent
9	Standard	Sampling and Testing of Materials and Work-in-Place Testing Expansion Index (ASTM D4318) https://www.astm.org/Standards/D4318 Sieve Analysis (ASTM C136) https://www.astm.org/Standards/C136 Hveem Stability Asphalt Extraction (ASTM 2172) https://www.astm.org/Standards/D2172 Atterberg limits (ASTM 4318) https://www.astm.org/Standards/D4318 No. 200 Sieve Analysis (ASTM D422)	Most Recent

		https://webstore.ansi.org/standards/astm/astmd422632007?gclid=EAIaIQobChMIoI2A7_uB5QIIVEG6GCh1FmgNoEAAAYASAAEgJ3F_D_BwE Specific Gravity C127/C128 https://www.google.com/search?q=Specific+Gravity+C127%2FC128&rlz=1C1GCEV_enUS831US831&oq=Specific+Gravity+C127%2FC128&aqs=chrome..69i57.6743j0j4&sourceid=chrome&ie=UTF-8	
10	Standard	Asphalt and Concrete Asphalt and Asphaltic Concrete Gradation (ASTM C136) https://www.astm.org/Standards/C136 Asphalt and Asphaltic Concrete Specific Gravity (ASTM D 1188) https://www.astm.org/Standards/D1188.htm Asphalt and Asphaltic Concrete Stability & Flow Marshall (ASTM D1 559) https://www.google.com/search?q=ASTM+D1+559&rlz=1C1GCEV_enUS831US831&oq=ASTM+D1+559&aqs=chrome..69i57j33.8232j0j4&sourceid=chrome&ie=UTF-8 Asphalt and Asphaltic Concrete Abrasion (ASTM C131) https://www.astm.org/Standards/C131 Asphalt and Asphaltic Concrete Unit Weight (ASTM D2726) https://www.google.com/search?q=ASTM+D2726&rlz=1C1GCEV_enUS831US831&oq=ASTM+D2726&aqs=chrome..69i57j0l5.7085j0j4&sourceid=chrome&ie=UTF-8	Most Recent
11	Standard	Concrete Concrete Cylinders (ASTM C29) https://www.google.com/search?q=ASTM+C29&rlz=1C1GCEV_enUS831US831&oq=ASTM+C29&aqs=chrome..69i57j0l5.7340j0j9&sourceid=chrome&ie=UTF-8 Concrete Cores (ASTM C39) https://www.astm.org/Standards/C39 Lightweight Concrete (ASTM C495) https://www.astm.org/Standards/C495.htm Insulating Concrete (ASTM C332)	Most Recent

		https://www.astm.org/Standards/C332.htm Flexural Test (ASTM C293/C78) https://www.astm.org/Standards/C293	
12		Steel Reinforcing Tensile (ASTM A615) and Bend (ASTM A615) https://www.astm.org/Standards/A615.htm Steel Tagging, Pick-up & Delivery Conformance Test (ASTM C33)(Sieve Analysis, Deleterious Substances & Soundness) https://www.astm.org/Standards/C33	Most Recent
13		Laboratory Tests High strength bolts: Hardness Test (ASTM A325) https://www.astm.org/Standards/A325 Tensile Strength (ASTM F606) https://www.astm.org/Standards/F606.htm	Most Recent
14	Manual	District of Columbia Third Party Program Procedure Manual 2018 https://eservices.dca.dc.gov/DocumentManagementSystem/Home/retrieve?id=Third%20Party%20Program%20Procedure%20Manual.pdf	Most Recent
15	Standard	Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process https://www.astm.org/DATABASE.CART/HISTORICAL/E1527-05.htm	Most Recent
16	Standard	Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process https://www.astm.org/Standards/E1903.htm	Most Recent
17	Standard	American Board of Industrial Hygiene (ABIH) standards and guidelines http://www.abih.org/sites/default/files/downloads/ABIHCodeofEthics.pdf	Most Recent
18	Standard	American Land Title Association (ALTA) Survey https://www.alta.org/	Most Recent
19	Guidelines	Guidelines for Archeological Investigations in Washington, DC https://planning.dc.gov/sites/default/files/dc/sites/op/publication/attachments/DC%20Archaeology%20Guidelines%201998_1.pdf	Most Recent

C.3 DEFINITIONS

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

- C.3.1 Agreement** - The term “Agreement” shall mean this entire, integrated agreement between the Department and the PM with respect to the Project, consisting of this document and the Exhibits thereto, including but not limited to the Standard Contract Provisions (General Provisions) Supplies and Services Contracts, dated January 2016, the and any Change Orders or Change Directives that have been executed by the Department.
- C.3.2 Change Directive** - A written direction signed and issued by the Department ordering the Contractor either to provide pricing and schedule impact information for a described change to the Work or to proceed with a described change and provide pricing and schedule impact information after beginning the changed Work.
- C.3.3 Change Order** - A written document, executed by the Department and the Contractor, setting forth the agreed terms upon which a change to the Contract has been made.
- C.3.4 Client Agency** - The governmental or quasi-governmental entity represented by the Department, requesting the Project.
- C.3.5 Concept Design** - A Concept Design is an early phase of the design process in which the broad outlines of function and form of the Project are articulated. This results from understanding the Client Agency’s needs, and includes but is not limited to review of feasibility studies and input from various stakeholders including the Client Agency, the Department, and other community groups.
- C.3.6 Construction Documents** - The final Contract Documents, as prepared, sealed by the Architect/Engineer's design professional in accordance with the law, and issued by the General Contractor for the purpose of obtaining bids from potential trade Subcontractors and material suppliers for use in constructing the Project.
- C.3.7 Drawings** - The Drawings are the graphic and pictorial portions of the A/E Contract Documents, wherever located and wherever issued, showing the design, locations and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
- C.3.8 Final Completion** - The point at which Substantial Completion of the Project has been achieved, all punch list items noted at Substantial Completion have been completed and all documents the General Contractor is required to deliver to the Department as a condition to receiving final payment.
- C.3.9 Final Completion Date** - The date established in an Agreement by which the General Contractor shall achieve Final Completion. The Final Completion Date may be modified only by Change Order or Change Directive in accordance with the Agreement.

- C.3.10 Fully Complete** - To undertake all of the Work necessary to fully construct and complete the Project and execute all tasks necessary to obtain the final Certificate of Occupancy for the Project from the District of Columbia; submit final lien releases from the General Contractor and Subcontractors and material suppliers; complete all punch list items to the Department's approval and sign-off; and cause all representations, warranties and guarantees to be honored and otherwise fulfill all of the requirements set forth in the Contract.
- C.3.11 Hazardous Material** - Any toxic substance or hazardous chemical defined or regulated pursuant to federal, state or local laws relating to pollution, treatment, storage or disposal of waste, or protection of human health or the environment. Such laws include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Clean Water Act, the Clean Air Act and laws relating to emission, spills, leaks, discharges, releases or threatened releases of toxic material. The term Hazardous Materials shall also include petroleum and petroleum bi-products. **Hazardous Material Remediation** shall mean the work performed to remove, treat and/or dispose of Hazardous Material.
- C.3.12 Notice to Proceed** - A written notice to proceed, signed by the Department, directing the Contractor to proceed with the Project or any portion of the Project.
- C.3.13 Prime Contractor** - is the primary **contractor** on a project. This individual or firm is responsible for the entire project. It must complete the project on time and under budget.
- C.3.14 Specifications** - The Specifications are that portion of the Project's Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
- C.3.15 Subcontractor** - Any person, natural or legal, to whom a Prime Contractor delegates performance of any portion of the required by the Project Contract. The term "Subcontractor," used without a qualifier, shall mean a subcontractor in direct privity with the A/E, PM or General Contractor. "Subcontractors at all tiers" shall mean not only those Subcontractors in direct privity with the PM or the General Contractor, but also those performing Work pursuant to sub-subcontracts, sub-sub-subcontracts, and so on. "Subcontractors" shall include both those who are retained to perform labor only and those who are retained both to perform labor and to supply material or equipment. "Subcontractors" shall also include design professionals who are not the A/E's, PM or the General Contractor's employees and to whom the General Contractor delegates any part of its responsibilities under the Contract, except that references to "trade Subcontractors" shall exclude design professionals.
- C.3.16 Substantial Completion** - Substantial Completion shall have the meaning as described in the applicable Project agreement.

- C.3.17 Substantial Completion Dates** - The dates established in an Agreement by which the General Contractor shall achieve Substantial Completion. The Substantial Completion Dates may be modified only by Change Order or Change Directive in accordance with the Agreement.
- C.3.18 Schematic Design** - The basic goal of the Schematic Design phase is to establish the shape and size of the building with some basic plans of the spaces including owner requirements, programming, and zoning and building code issues. Schematic Design often produces rough drawings of a site plan, floor plans, elevations and often illustrative sketches or computer renderings.
- C.3.19 Work** - The term “Work” refers to any and all work done in performance of the services necessary to complete, at any and all phases of the Agreement, to Fully Complete the Project.
- C.3.20 Building Envelope** can be defined as any building surface exposed to weather/ground elements and associated with roofing, waterproofing, and exterior walls.
- C.3.21 Owner** – Government of the District of Columbia or Department of General Services

C.4 RESERVED

C.5 REQUIREMENTS

The Consultant shall provide the services set forth herein, as well as any incidental services necessary for the full and adequate completion of the required services in strict accordance with all applicable local, state and federal laws rules, regulations, guidelines and standards for each category that follows.

C.5.1 CATEGORY 1 – COMMISSIONING SERVICES FOR LEED CERTIFICATION

The Consultant shall ensure DGS projects achieve Silver or higher rating from the US Green Building Council (USGBC). The commissioning of systems is an important part of the LEED process. This shall include all work required to verify that fundamental building elements and systems are designed, installed, and calibrated to operate as intended. The Consultant shall at a minimum:

- (a) Develop and submit a commissioning plan and assist with its utilization.
- (b) Review design intent and basis of design documentation (prepared by others).
- (c) Assist with incorporation of commissioning requirements into the construction documents.
- (d) Verify installation, functional performance, training and operation and maintenance documentation.
- (e) Provide adequate commissioning progress and final results

- reports on previously approved forms
- (f) Prepare a commissioning report and related systems documentation to be included in the Systems Manual.
 - (g) Provide follow-up services to ensure that the systems continue to operate as intended, with building staff and occupants, within 10 months after Substantial Completion.
 - (h) Provide Commissioning (Deficiencies) Punch List; ensure that it is part of Construction Punch list.

The Consultant shall meet USGBC's membership and registration criteria throughout the life of this contract.

The Consultant shall submit all required documentation to USGBC to obtain all registrations, certifications, and approvals. LEED certification project registration fees and other USGBC review fees will be reimbursed to the Consultant.

C.5.1.1 Commissioning Services

Depending on the specific nature of the project, commissioning services may be rendered at any phase of the project including the Design Phase, prior to the bidding phase and throughout the Construction Phase. The Consultant's Commissioning plan should reflect this layout. The Consultants shall perform services which include but are not limited to the following, in order to verify and ensure that all mechanical, electrical and other building systems are designed, documented, installed and operate as intended in accordance with ASHRAE Guideline O-2005 The Commissioning Process, ASHRAE Guideline 1.1-2007, HVAC&R Technical Requirements for Commissioning Process or newer current version. DGS will review these services and customize them on a project by project basis.

C.5.1.1.1 Design/Pre-Design Phase Services

The Consultant shall provide at a minimum the following Design/Pre-design services, as applicable:

- (a) Review owner's Program for criteria that defines how the building will be used, special user needs, occupancy requirements, and type of building construction proposed, required system functions, and any other special project requirements.
- (b) Review and help define related energy, air quality and environmental performance criteria.
- (c) Start development of the Systems Manual.
- (d) Assist Owner in responding to questions raised by developers and consultants.
- (e) Assist Owner and Architect with the evaluation of the proposals submitted for compliance with the commissioning criteria and requirements.

- (f) Provide periodic reviews of the mechanical and electrical design at each defined point in the design process, and verify that the design conforms to the original design intent. Provide special emphasis on the functionality and maintainability of all proposed systems.
- (g) Provide periodic reviews of the design intent and basis of design documentation at each defined point in the design process. Verify that revisions are incorporated as required.
- (h) Commence development of the commissioning plan, incorporating specific requirements of the related systems as they are identified. The commissioning Consultant shall completely define the scope of work, including systems included, roles and responsibilities of all participants, proposed scheduling, required documentation, acceptance procedures, training requirements and post acceptance involvement of the Consultant.
- (i) Review construction documents and specifications for proper inclusion of the commissioning processes to be required during the construction, acceptance and post acceptance phases of the project. Sufficient detail shall be provided to allow the consultants to properly establish the scope of services required for the commissioning process.
- (j) Provide final review of the construction documents for compliance with the current design intent document, and prepare report for Owner's review.
- (k) Continue development of the Systems Manual.
- (l) Comply with ASHRAE Guideline O-2005 the Commissioning Process or newer current version.

C.5.1.2 Construction Phase Services

The Consultant shall provide at a minimum the following Construction Phase services, as applicable:

- (a) Review construction Contractor submittals for compliance with the design intent. Special emphasis will be placed on systems submittals such as building automation and fire alarms, to ensure that they include all information needed by the DGS operations staff.
- (b) Identify members of the commissioning team and conduct periodic meetings to resolve conflicts, report progress of the commissioning process, identify urgent work and identify current deficiencies. The Consultant shall include representatives of the DGS operation and maintenance group in the process as early as possible.
- (c) Finalize the Commissioning Plan with all team members and start implementation. This plan shall detail the schedule of inspections during construction, establish the schedule for verification and functional performance testing, and detail the process for reporting and correcting deficiencies, and establish procedures for operator training.
- (d) Review project specific startup procedures and checklists for

- each item of equipment and for each overall system.
- (e) Review proposed interface methodology and individual screen content for each control and monitoring system to establish desired information and standards for implementation early in the construction process. The focus of this effort will be to ensure sufficient information is provided to the operator in a consistent format to simplify this important interface.
 - (f) Conduct periodic site visits to observe construction progress with special emphasis on the status of each system installation and schedule of start-up, testing and balancing activities.
 - (g) Develop the operation and maintenance (O&M) manual to ensure that all appropriate material is included.
 - (h) Continue reviews of design intent and basis of design documentation to verify that all material is kept up to date for inclusion in the final project manual.
 - (i) Develop the systems operation descriptions for subsequent use during training and as part of the O&M manual.
 - (j) Verify proper documentation and scheduling of all start-up, testing-adjusting• balancing, and calibration activities.
 - (k) Where appropriate, perform early functional performance verification of one unit on systems with many similar components to establish procedures to be used for all remaining units to maximize the efficiency of the construction process.
 - (l) Review construction phase documentation for compliance with the contract requirements.
 - (m) Comply with ASHRAE Guideline O-2005 the Commissioning Process or newer version.

C.5.1.3 Acceptance Phase Services

The Consultant shall provide at a minimum the following Acceptance Phase services, as applicable:

- (a) Review testing, adjusting and balancing reports for completeness and accuracy. Perform spot re-check of selected test data.
- (b) Verify the functional performance of all operating equipment and systems through review of test reports and observation of testing procedures. Perform spot re- check of selected equipment and systems. Where seasonal testing of systems is appropriate, testing shall be scheduled during the appropriate heating or cooling season.
- (c) Verify that all required training activities occur and that the DGS operations and maintenance staff accept responsibility for each item of equipment and each system.
- (d) Verify that all documentation is completed, including O&M manuals, as- built records, and the Systems Manual.
- (e) Review energy consumption data with respect to project goals

- and to establish a baseline for future performance evaluations.
- (f) Complete the final commissioning report, and prepare material for future Re-commissioning activities.
- (g) Comply with ASHRAE Guideline O-2005 The Commissioning Process or newer version

C.5.1.4 Post Acceptance Phase Services

The Consultant shall provide at a minimum the following Post Acceptance services, as applicable:

- (a) Provide periodic site visits during the first year of operation to assist the DGS operations staff resolve open issues and help answer questions.
- (b) Observe additional seasonal performance testing as required by specific systems.
- (c) Review utility consumption data for one year of operation to verify that the actual building performance is consistent with expectations.
- (d) One month prior to the end of warranty periods verify that all claim issues have been resolved (11th Month Warranty Walk).; Provide Warranty Manual
- (e) Comply with ASHRAE Guideline O-2005 the Commissioning Process or newer version.

C.5.1.5 Inspection Services

The Consultant shall provide at a minimum the following Inspection services, as applicable.

- (a) architectural installations including:
 - 1. Architectural (Roofing, Bldg. Envelope, Waterproofing)
 - 2. Structural
 - 3. Mechanical
 - 4. Electrical etc. component locations
 - 5. Wall-floor sleeves, openings locations
- (b) Environmental and Physical testing for:
 - 1. Dust Level
 - 2. Noise Level
 - 3. Hazmat Level
 - 4. Crack and deformation monitoring, and
- (c) Other Construction and Quality Assurance Inspection Services:
 - 1. Demolition Inspections
 - 2. Inspections requested by DGS Representative

C.5.2 CATEGORY 2 – CONSTRUCTION MATERIAL TESTING

The Consultant shall provide construction material testing, also known as special; inspection services as described herein as well as any incidental services in strict accordance with the following:

- (a) Applicable local, state and federal laws rules and regulations for current Building Codes, relevant IB Codes and American Society for Testing and Materials (ASTM) references.
- (b) Laboratory testing shall be conducted in a certified laboratory.
- (c) Inspectors and testing staff shall attend Project progress meetings and other project related meetings as required.
- (d) Provide daily and/or individual occurrence reports of Special Inspections and Testing results on forms approved by the Contracting Officer Technical Representative (COTR) and provide sufficient copies to the project team.

C.5.2.1 Geotechnical Engineer of Record and Soils Observation and Testing

C.5.2.1.1 The geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the project. A technician with a nuclear gauge shall perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing ASTM D2922, D3017, and ASTM D1 556 methods and other applicable newer ASTM methods. Laboratory maximum density and optimum moisture determination shall be performed in accordance with ASTM D1 557 or D698 methods and other applicable newer ASTM methods. Asphalt pavement placement and testing shall be performed in accordance with and other applicable newer ASTM methods. The Consultant shall:

- (a) Perform a site reconnaissance, reviewing the geotechnical engineering report for this project, reviewing the drawings, and preparing a transfer of geotechnical engineer of record responsibility letter;
- (b) Provide project management, consultation during construction, preparation of daily field, foundation excavation observation, and final grading reports;
- (c) Ensure soils conditions are in conformance to soils report;
Perform Foundation Inspections;
- (d) Perform caisson, drilled piers or driven piles inspection;
- (e) Provide as-graded soils report;
- (f) Observe and test during site clearing and mass grading;
- (g) Observe the foundations excavations for structures;
- (h) Observe and test during backfilling of utility trenches;
- (i) Observe and test during backfilling around retaining walls;
- (j) Observe and test during sub-grade preparation and base rock placement in asphalt paved areas;
- (k) Observe and test during asphalt concrete placement.
- (l) Perform the following Sampling and Testing of Materials and Work-in-Place testing in accordance with following ASTM or

newer ASTM test methods.

1. Soil, Aggregate & Asphalt
2. Maximum Dry Density
3. Expansion Index (ASTM D4318)
4. R-Value
5. San Equivalent
6. Sieve Analysis (ASTM C136)
7. Hveem Stability Asphalt Extraction (ASTM 2172)
8. Hardness and Abrasion
9. Atterberg limits (ASTM 4318)
10. No. 200 Sieve Analysis (ASTM D422)
11. Specific Gravity C127/C128
12. Asphalt and Asphaltic Concrete Gradation (ASTM C136)
13. Asphalt and Asphaltic Concrete Specific Gravity (ASTM D 1188)
14. Asphalt and Asphaltic Concrete Stability & Flow Marshall (ASTM D1 559)
15. Asphalt and Asphaltic Concrete Abrasion (ASTM C131)
16. Asphalt and Asphaltic Concrete Unit Weight (ASTM D2726)
17. Asphalt Cores

C.5.2.1.1.2 Observation and testing shall consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in conformance with the contract documents. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the Consultant in any way from his obligation and responsibilities under the construction contract. Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the job site.

C.5.2.2 Concrete/Mix Design Review

The Consultant shall perform inspection services for concrete, pre-stressed concrete, reinforcing steel and pre-stressing steel, batch plant, insulating concrete, lightweight concrete, field sampling (slump, air entertainment, unit weight and yield tests), concrete coring, proof testing (installed epoxy & non-shrink grout bolts) and proof testing (installed wedge and expansion anchors).

- (a) The Consultant shall review the proposed concrete mixes in its laboratory for conformance with the specifications and perform the following tests:
 1. Concrete Compression Tests
 - a. Concrete Cylinders (ASTM C29)
 - b. Concrete Cores (ASTM C39)
 - c. Lightweight Concrete (ASTM C495)
 - d. Insulating Concrete (ASTM C332)
 2. Concrete Flexural Tests

- a. Flexural Test (ASTM C293/C78)
3. Steel Reinforcing
 - a. Tensile (ASTM A615)
 - b. Bend (ASTM A615)
 - c. Steel Tagging, Pick-up & Delivery
4. Concrete Aggregate
 - a. Conformance Test (ASTM C33)(Sieve Analysis
Deleterious Substances & Soundness)
 - b. Finish Floor Flatness Test

C.5.2.3 Reinforcing Steel Placement

Prior to the pours, the Consultant shall inspect the reinforcing steel placement to determine that it is according to Consultant and specifications. The Consultant shall at a minimum check:

- (a) Size and spacing of bars;
- (b) Location and length of splices;
- (c) Clearances;
- (d) Cleanliness of bars;
- (e) Spacing tolerances;
- (f) Proper support of steel with ties.

C.5.2.4 Concrete Placement

During the pours the Consultant shall be on-site continuously, as required by Code, to monitor placement. The Consultant shall at a minimum:

- (a) Determine that no bars are displaced during the pouring;
- (b) Observe cleanliness of steel;
- (c) Determine adequacy of placement and vibratory equipment;
- (d) Determine proper delivery rate of concrete and monitor batch times;
- (e) Determine that the correct mix is being utilized;
- (f) Monitor slump of each truck;
- (g) Record temperature of air and concrete;
- (h) Cast cylinders for compression tests at the specified frequency;
- (i) Perform air checks, if required by specifications, during concrete placement;
- (j) Observe anchor bolt/dowel installation operations to determine hold depth, embedment and cleanliness, as well as materials and workmanship. The Consultant shall inspect to determine all dowels are installed in accordance with contract documents and manufacturer's requirements.

C.5.2.5 Compression Testing

The Consultant shall transport all samples to the laboratory for compression testing in strict accordance with ASTM requirements. Compression test reports shall be

distributed to the appropriate parties.

C.5.2.6 Masonry Mix Design Review

- (a) The Consultant shall perform or provide at a minimum the following masonry mix design review:
 - 1. Review mill test certifications of block and reinforcing steel;
 - 2. Inspect to determine size and spacing of dowels;
 - 3. Inspect to determine that cleanouts are provided for high-lift grouting methods;
 - 4. Inspect proper lay-up of block units;
 - 5. Inspect reinforcing steel prior to grouting;
 - 6. Inspect dowels, anchor bolts and inserts, to make sure they are in place and properly secured prior to grouting;
 - 7. Inspect to determine proper consolidation of grout;
 - 8. Check that curing requirements are being followed.
- (b) The Consultant shall review the proposed grout and mortar mixes in the laboratory for conformance with the specifications.
- (c) During preparation of masonry wall prisms, the Consultant shall perform sampling and placement of all masonry units, placement of reinforcement, inspection of grout space immediately prior to closing or cleanouts and during all grouting operations. The Consultant shall perform laboratory tests as follows:
 - 1. Masonry Compression Tests
 - 2. Mortar
 - 3. Grout
 - 4. Masonry Prism
 - 5. Masonry Cores
 - 6. Shear Tests - Masonry Cores
 - 7. Dry Shrinkage - Masonry Units
 - 8. Sample Pick-up & Delivery
 - 9. Steel Reinforcing
 - a. Tensile
 - b. Bend
 - c. Steel Tagging, Pick-up & Delivery
 - 10. Concrete Aggregate
 - a. Conformance Test (Sieve Analysis, Deleterious Substances & Soundness)

C.5.2.7 Structural Steel

- (a) The Consultant shall provide inspection services for the following:
 - 1. Field Welding
 - 2. High Strength Bolting
 - 3. Metal Decking

4. Welded Stud Connectors
 5. Fabrication Shop
- (b) The Consultant shall provide the following Non-Destructive Examinations (Field Testing) in strict conformance with ASTM standards:
1. Ultrasonic Examination
 2. Magnetic Particle Examination
 3. Liquid Penetrant Examination
 4. Radiographic Examination
- (c) The Consultant shall provide the following Non-Destructive Examinations (Fabrication Shop Testing):
1. Ultrasonic Examination
 2. Magnetic Particle Examination
 3. Liquid Penetrant Examination
 4. Radiographic Examination
- (d) Laboratory Tests High strength bolts:
1. Hardness Test (ASTM A325)
 2. Tensile Strength (ASTM F606)

C.5.2.8 Other

Upon request;

- (a) The Consultant shall provide inspection services for the Architectural Installations such as the following: Architectural (Roofing, Bldg. Envelop, Waterproofing etc.),
1. Structural,
 2. Mechanical,
 3. Electrical etc. component locations,
 4. Wall-Floor sleeves, openings locations
- (b) Environment and Physical testing for:
1. Dust Level
 2. Noise Level
 3. Hazmat Level
 4. Crack and deformation monitoring

C.5.3 CATEGORY 3 - PLAN REVIEW SERVICES

C.5.3.1 The Consultant shall provide the following Plan Review Services under the Department of Consumer and Regulatory Affairs (DCRA) Plan Review Program to obtain full construction permits.

- (a) Elevators
- (b) Structural/ Non-Structural
- (c) Mechanical
- (d) Plumbing
- (e) Electrical
- (f) Fire and Life Safety
- (g) Green Compliance Review and
- (h) Other disciplines as approved by DCRA.

C.5.3.2 The Consultant shall ensure all reviewers are certified by DCRA in the specific discipline to be reviewed. The Consultant shall provide a copy of all certifications within 5 days of the execution of the underlying contract and shall update DCRA and the COTR of all changes in the roster of certified reviewers within 10 days of the change.

C.5.3.3 The Consultant shall ensure all Plan Review services are conducted in accordance with the DCRA Plan Review Procedure Manual, regulations and statutes.

C.5.3.4 The Consultant shall not conduct Plan Review services for the following:

- (a) Office of the Zoning Administrator
- (b) The District Department of Transportation
- (c) The District Department of the Environment
- (d) Department of Health
- (e) Historic Preservation Review Board
- (f) U.S. Commission of Fine Arts
- (g) DC Water and Sewer Authority
- (h) Washington Metropolitan Area Transit Authority

C.5.3.5 **Conflict of Interest Statement.** The Plan Review Consultant shall provide Conflict of Interest Statement for each project certifying the Consultant's Plan Reviewer

- (a) Be owned or controlled by the Owner of the Project, the General Contractor, the Subcontractors or any person or entity responsible for the construction or management of the Project,
- (b) Be the registered design professionals of the Project or their firms, any Permit Expediter (permit runner) or any other party or entity associated with the Owner's interest in the Project.
- (c) Have never served on the same Project, as an advisor or consultant to the

Owner or the design team in connection with code matters for which the Consultant or reviewer is providing Plan Review services to the Department;
and

- (d) Be a person, or a firm with which that person is affiliated as an owner or Employee who has performed any work for a project for which the property owner or the authorized agent has elected to use Plan Review Agencies, including inspectors of architectural and structural plans, mechanical plan, plumbing plan, and electrical plan, shall not be eligible to serve as a Plan Review Consultant for any component on the Project.

C.5.4 CATEGORY 4 - CONSTRUCTION INSPECTIONS

C.5.4.1 The Consultant shall provide the following construction inspections under the DCRA Plan Review Program to obtain full construction permits.

- (a) Elevators
- (b) Construction
- (c) Mechanical
- (d) Plumbing
- (e) Electrical
- (f) Fire and Life Safety
- (g) Specialty and
- (h) Other disciplines as approved by DCRA.

C.5.4.2 The Consultant shall ensure all inspectors are certified by DCRA to provide all required Construction Inspection Services. The Consultant shall provide a copy of all certifications within 5 days of the execution of the underlying contract and shall update DCRA and the COTR of all changes in the roster of certified reviewers within 10 days of the change.

C.5.4.3 The Consultant shall ensure all inspections services are conducted in accordance with the DCRA Plan Review Procedure Manual, regulations and statutes.

C.5.4.4 **Conflict of Interest Statement.** The Consultant's firm shall provide Conflict of Interest Statement for each project certifying the

- (a) Be owned or controlled by the Owner of the Project, the General Contractor, the Subcontractors or any person or entity responsible for the construction or management of the Project,
- (b) Be the registered design professionals of the Project or their firms, any Permit Expediter (permit runner) or any other party or entity associated with the Owner's interest in the Project.
- (c) Have never served on the same Project, as an advisor or consultant to the Owner or the design team in connection with code matters for which the Consultant or reviewer is providing Plan Review services to the Department; and
- (d) Be a person, or a firm with which that person is affiliated as an owner or Employee who has performed any work for a project for which the property owner or the authorized agent has elected to use Plan Review Agencies, including inspectors of architectural and structural plans, mechanical plan, plumbing plan, and electrical plan, shall not be eligible to serve as a Construction Inspection Consultant for any component on the Project.

C.5.5 CATEGORY 5 – ENVIRONMENTAL SITE ASSESMENT AND INDUSTRIAL HYGIENIST (ESA-IH)

The Consultant shall conduct environmental site assessment and industrial hygiene services (ESA-IH) as required by the District for property owned and potential properties.

C.5.5.1 Phase I Environmental Site Assessment Process

C.5.5.1.1 The Consultant shall identify recognized environmental conditions in connection with the subject property, including the presence or likely presence of any hazardous substances or petroleum products that indicate an existing release, a past release, or a material threat of a release as defined in ASTM Practice E 1527-05. The Consultant shall:

- (a) Determine potential environmental liabilities and identify certain baseline environmental conditions;
- (b) Establish the basis for further investigative work and to characterize or delineate environmental conditions;
- (a) Provide the necessary information to make informed decisions about property transactions
- (b) Assist in meeting regulatory, legislative and policy requirements, by identifying compliance deficiencies and serving as an initial step in site remediation plan preparation;
- (c) make known the recognized environmental conditions for the purposes its Due Diligence process related to its use or acquisition of the Subject Property
- (d) Monitor appropriate removal of the liabilities related to a real property and
- (e) May also include a preliminary evaluation of certain potential environmental conditions that are outside the scope of ASTM Practice E 1527-05. Subject property may contain typical below grade utilities for urban areas of the city.

C.5.5.1.2 Scope of Work:

The typical Scope of Work for Phase I shall include the following:

- (a) Phase I ESA to be conducted utilizing a standard of good commercial and customary practice that is consistent with the ASTM Practice E 1527-05.
- (b) The scope-of-work for this assessment shall include but not limited to an evaluation of the following:
 - 1. Physical characteristics of the Subject Property through a review of referenced sources for topographic, geologic, soils and hydrologic data.
 - 2. Subject Property history through a review of referenced sources such as land deeds, fire insurance maps, city directories, aerial photographs, prior reports, and interviews.
 - 3. Subject Property conditions, including observations and interviews regarding the following: the presence or absence of hazardous

substances or petroleum products; generation, treatment, storage, or disposal of hazardous, regulated, or biomedical waste; equipment that utilizes oils which potentially contain PCBs; and storage tanks (aboveground and underground).

4. Usage of surrounding area properties and the likelihood for releases of hazardous substances and petroleum products (if known and/or suspected) to migrate onto the Subject Property.
 5. Information in referenced environmental agency databases and local environmental records, within specified minimum search distances.
 6. Transportation safety and operations analysis, including data collection and intersection-level analysis for pedestrians, bicyclists, transit users, and vehicles.
 7. Past ownership through a review of available prior reports and local municipal file review.
- (c) The scope-of-work shall also include consideration of the following potential environmental conditions that are outside the scope of ASTM Practice E 1527-05: asbestos-containing materials (ACM), lead-based paint (LBP), and lead in drinking water, radon, mold, wetlands and other hazards.

B.5.5.1.3 Deliverables

The Consultant shall provide a Final Report and Debrief that meet best practices related to property use and/or acquisitions and shall include all relevant details of the work and results of the work completed as per the SOW. Further, the Final Report and Debrief shall include a review of factors that may potentially affect the proposed acquisition and proposed use of the subject property.

B.5.5.2 Phase II Environmental Site Assessment Process

The Phase II ESA shall be adequate to determine the extent and magnitude of contamination on the properties and to identify remediation options for contaminants that may pose a threat to current use, redevelopment and future land use. The Consultant shall ensure that the entire buildings and designated properties are thoroughly investigated for environmental conditions and concerns. All work shall be performed in accordance with all ASTM E 1903-11 or later version Standard, local and Federal statutes and regulations.

- B.5.5.2.1** In addition to the required Phase I ESA the District requires a pricing quotation for the OPTION to complete a Phase II Environmental Site Assessment of the Subject Property. The work, if consultant notice to proceed, will be a continuation and a complement of the work completed in the Phase I ESA. The Phase II ESA shall include an assessment of the extent and magnitude of environmental concerns and recommendations for remediation of the subject property.

B.5.5.2.2 Scope of Work (SOW)

The typical Scope of Work for Phase II shall include at a minimum the following:

- (a) Prepare Quality Assurance Project Plans (QAPP) and Health & Safety Plan (HASP) according to ASTM E 1903-11 or later version requirements for sites that require a Phase II Environmental Site Assessment (ESA).
- (b) Complete Phase II Environmental Site Assessment at the sites according to the site-specific, following ASTM E 1903-11 or later version Standard, federal and local ordinance.
- (c) Characterization, removal, and disposal of abandoned containers, including, but not limited to any and all obsolete mechanical equipment (boilers, storage tanks, etc.); friable suspect asbestos-containing materials (ACM), lead base paint (LBP), potential PCB Ballast, etc. that might be present in the properties.
- (d) A Final Report on field sampling activities, analytical results, disposal plan, conclusions on the release of hazardous substances and the risks to human health and the environment, and recommendations for remedial actions.
- (e) Provide Quantity of all potential Contaminants of Concern (COC) on the properties.

B.5.5.2.3 Deliverables

- (a) Prepare Sampling and Analysis Plans for the following:
 - 1. Identification, testing, and analysis of onsite contaminants of concern for the building
 - 2. Identification, testing, and analysis of onsite contaminants of concern for soils.
 - 3. Collect soil samples at recommended locations to determine if contamination is present.
 - 4. Secure all necessary permits with applicable regulatory agencies.
 - 5. Provide Quantity take off of all potential COC on the properties.
 - 6. Implement sampling, testing and analysis of onsite COC at the properties.
- (b) Preparation of a written Quality Assurance Project Plan in compliance US EPA
 - 1. Regulations.
 - 2. Health-based risk assessments.
 - 3. Environmental risk assessments.
 - 4. Project management, implementation and/or technical oversight.
 - 5. Identification, evaluation, design of remedial action plans pursuant to the all applicable standards.
 - 6. Professional advice regarding environmental issues associated with land reuse/redevelopment, Green Building Practices and related matters.
- (c) Prepare draft completed Phase II environmental site assessment reports to be reviewed by DGS and/or its third party review consultant.
- (d) Prepare final completed Phase II environmental site assessment reports outlining

- methods used, findings and recommendations
- (e) Provide three (6) copies of the final report and one (3) electronic copy in Adobe PDF format on CD or as per Task Order directions.

C.5.5.3 Industrial Hygienist / Monitoring Services

C.5.5.3.1 The Consultant shall, based on Phase I and/or II ESA reports, provide monitoring services for the following in accordance with the follow American Board of Industrial Hygiene (ABIH) standards and guidelines during monitoring services:

- (a) Asbestos Abatement
- (b) Lead Abatement
- (c) Indoor Air Quality,
- (d) Mold or Fungal Abatement,
- (e) Other environmental/hygiene related Abatement indicated in the Report.

C.5.5.3.2 Scope of Work

Industrial Hygiene and/or Environmental Assessment Monitoring Consultant shall provide all labor, materials, equipment and supervision necessary to review abatement contractor personnel's documentation compliance monitoring, Phase Contrast Microscopy air monitoring and analysis, inspections, clearance testing, and removal activities during the abatement.

C.5.5.3.3 Deliverables

- (a) Credential for current American Board of Industrial Hygiene (ABIH) certification or Engineering certification or Board of Certified Safety Professional certifications. Indicate if the staff member holds AHERA, OSHA DC Government accreditations to provide this service.
- (b) The Consultant shall produce a Final Report submitted to required authorities and DGS COTR.
- (c) Provide three (3) copies of the final report and one (3) electronic copy in Adobe PDF format on CD or as per Task Order directions.

C.5.6 CATEGORY 6 – SITE AND UTILITIES SURVEY

The Consultant shall provide certified surveyors to conduct surveys as required by the District for property owned and potential properties in accordance with the American Land Title Association (ALTA) Survey standard for DGS projects.

C.5.6.1 Property Surveys

The Consultant shall ensure property surveys shall at a minimum:

- (a) Provide a site plan that identifies the property lines with the metes and bounds and include contours pervious and impervious surfaces.
- (b) Identify all site utilities including but not limited to DC Water, Pepco, Washington Gas and Verizon/Comcast. Provide the size, class of service and how the utilities enter the site.
- (c) Provide site zoning analysis.
- (d) Provide a Site Plan that at a minimum
 - 1. Include contours.
 - 2. Provide previous site usage.
 - 3. Identify any underground storage tanks

C.5.6.1.1 The Consultant shall ensure that all information that is gathered as a result of the work described herein is verified or confirmed with all the appropriate regulatory agencies, including but not limited to Historic Preservation Review Board (HPRB), District of Columbia Regulatory Affairs (DCRA), Department of Energy and the Environment (DOEE), National Capital Planning Commission (NCPC), Commission of Fine Arts (CFA), DC Water, Pepco, Washington Gas and Verizon.

C.5.6.2 Deliverables

The Consultant shall provide the following deliverables:

- (a) District of Columbia Certification/license/registration to provide this service.
- (b) Site Plan or Survey Map or as described above
- (c) Final Report submitted to requesting authorities and DGS COTR.
- (d) Provide three (6) copies of the final report and one (3) electronic copy in Adobe PDF format on CD or as per Task Order directions.
- (e) Site Survey certifications including the following:

This is to certify that this site plan or map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS,

and includes Items _____ of Table A thereof. The fieldwork was completed on _____ [date].

Date of Site Plan or Plat or Map: _____ (Surveyor's signature, printed name and seal with Registration/License Number)

C.5.7 ARCHEOLOGICAL SERVICES

The Consultant shall provide support to DGS in its implementation of District capital construction projects during the planning, design, construction and closeout stages. Consultants awarded a contract for services shall have demonstrated clear successful

It is strongly recommended, but not required, that representatives from the Consultant working for DGS be a member in good standing of the Register of Professional Archeologists.

C.5.7.1 Scope of Work

The Archeological Consultant shall provide any of the below task for the project and the area(s) that need to be review (the “Study Area(s)”). Note that DGS may elect to pursue one or all of the below tasks. The Contractor shall not take direction without first consulting with DGS and receiving independent approval. At all times, the Consultant shall follow the Guidelines for Archeological Investigations published by the District of Columbia Historic Preservation office (“HPO”). Further, the Consultant must adhere to the Secretary of the Interior’s Standards for Cultural Resources Professionals per District and federal laws.

C.5.7.1.1 Archeological Phase IA and IB

The Consultant, in advance of undertaking work in Phase IA, shall make themselves thoroughly aware of the goals of the Project (the “Project”) which DGS is implementing and the areas to be disturbed during the work on this Project.

C.5.7.1.1.1 Consultant shall thoroughly research any and all information regarding the prehistory, history and environment of the required Study Area(s). Consultant shall review any all available information including, but not limited to, those of historical societies, libraries, HPO, Office of the Surveyor and individuals. The Consultant shall be solely responsible for identifying the sources of information. Information will be collected based on factors that would typically be consulted by a competent Consultant. The Consultant shall keep thorough and detailed notes of its findings, and will make photocopies as appropriate. Consultant is required to use GIS cut-and-fill analysis which compares historic elevation data during their investigation.

C.5.7.1.1.2 Consultant shall confer with DGS and with the HPO on the results of the background research conducted in Phase IA Consultant shall make recommendations on whether or not it believes a Phase IB investigation is warranted. If it is determined that the Project is to proceed to Phase IB, a report shall be prepared that includes a scope of work for Phase IB. The report shall be reviewed and approved by HPO. The scope of work for Phase IB shall include detailed descriptions of the means and methods to be used for investigation, curation and preservation, testing and reporting. Consultant shall assume that HPO or DGS will request revisions to the report and/or scope of work.

C.5.7.1.1.3 If required, Consultant shall undertake Phase IB investigation consistent with the approved scope of work developed with DGS and HPO. Consultant shall consult Miss Utility and any other necessary organizations prior to the commencement of work. Consultant shall keep detailed records of all work including, but not limited to trench profiles, photos, written records and plans. Any artifacts recovered during the Phase IB investigation will be cleaned and inventoried. To the best of the Consultant's ability, the artifacts shall be identified. Consultant will coordinate work with DGS and HPO and shall make adjustments to means and methods as needed based on the discovery of any artifacts, obstructions or utilities. At the completion of Phase IB, Consultant shall create an updated report including its findings and recommendations for any Phase II or Phase III work. Consultant shall assume that HPO or DGS will request revisions to the report.

C.5.7.1.1.4 During the Phase IA or IB investigations, the Consultant shall be responsible for obtaining any and all permits required to begin, continue or close-out the required work. Prior to the start of any work, DGS and Consultant shall establish a Permit Allowance, which will be exclusively used to pay permit fees. Permit fees shall be reimbursed at cost, with no markup of any kind. Consultant shall be responsible for all costs related to the following, and they shall not be eligible for reimbursement from the Permit Allowance: (i) permit expediting; (ii) fines or penalties related to incorrect submissions or illegal work; and (iii) photocopying, travel, and parking related to obtaining permits.

C.5.7.2 Archeological Phase II

If it is deemed by DGS and HPO that a Phase II investigation is needed, Consultant shall produce a detailed scope of work for review by both DGS and HPO. If the work is done during a construction phase, Consultant shall be required to coordinate all activities with the contractors or other consultants retained by the District.

C.5.7.3 Archeological Phase III

If it is deemed by DGS and HPO that a Phase II investigation is needed, Consultant shall produce a detailed scope of work for review by both DGS and HPO. If the work is done during a construction phase, Consultant shall be required to coordinate all activities with the contractors or other consultants retained by the District.

C.5.7.4 Safety and Site Supervision

Consultant shall be solely responsible for site safety while engaged in on-site work. Consultant shall, as necessary, install fencing, warning signs, barriers or other safety measures. If any work is in a road, sidewalk or any other area with pedestrian activity, Consultant must install or provide detours, flaggers or alternative pathways as necessary. Consultant shall include any and all such safety elements in its lump sum costs. All workers employed or contracted by the Consultant must wear proper safety equipment at all times including, but not limited to hard-hats, reflective vests and appropriate footwear.

Consultant shall, unless otherwise agreed-to in writing by DGS, be responsible for on-site supervision. Any employees or contractors to the Consultant must have proper training for the use of heavy equipment.

C.5.8 RELATED SUPPORT SERVICES

The Consultant shall provide the following support services to ensure the delivery of successful third party quality assurance services described in C.5.1 – C.5.7.

C .5.8.1 Staffing and Supervision

The Consultant shall provide the required qualified staffing to perform the required services including key personnel and other staff as required to successfully perform the required services. The Consultant shall provide appropriate staff supervision and ensure staff maintain appropriate certifications, licenses, and registrations as required to perform the required services.

C.5.8.2 Project Management

The Consultant shall maintain an adequate project management plan to ensure the successful execution of the required services in a professional manner in accordance with the contract and applicable task order.

C.5.8.3 Quality Assurance

The Consultant shall maintain internal Quality Assurance procedures to ensure required Deliverables are produced in a timely, professional, and accurate manner

C.5.8.4 Meetings and Deliverables

The Consultant staff shall attend project meetings and other specially called meetings as determined by the DGS Representative or described in the applicable Task Order. The Consultant shall also ensure the timely delivery of Deliverables as described in F.3 and the applicable Task Order.

C.5.8.5 Conformance with Laws

It shall be the responsibility of the Consultant to perform the required services in accordance with DC Code, federal law and any identified standards or guidelines. In addition, the Consultant shall provide services in conformance with the Department's Procurement Regulations (27 DCMR § 4700 *et seq.*) and all statutes, laws, codes, ordinances, regulations, rules, requirements and orders of governmental bodies, including, without limitation, the U.S. Government and the District of Columbia government; and it is the sole responsibility of the Contractor to determine the Department's procurement regulations, statutes, laws, codes, ordinances, regulations,

rules, requirements and orders that apply and their effect on the Contractor's obligations thereunder.

C.5.8.6 Licensing, Accreditation and Registration

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

SECTION D
PACKAGING AND MARKING

Not Applicable

SECTION E: INSPECTION AND ACCEPTANCE

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

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

F.1 TERM OF CONTRACT

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The Department may extend the term of this Contract for a period of four (4) one-year option periods (each, an “Option Period”), or successive fractions thereof, by written notice to the Contractor before the expiration of the Contract; provided that the Department will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Department to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of the Option Period. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the Contract.

F.2.2 If the Department exercises an Option Period, the extended Contract shall be considered to include this option provision.

F.2.3 The price and cost for the Option Periods shall be as specified in the Section B of the Contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the Department’s requirements and submit the following deliverables and other deliverables that may be required in hard copy and soft copy to the COTR identified in section G.9 in accordance with the applicable task order:

F.3.1 Category 1 Commissioning Services for LEED Certification

No.	Deliverable
1	Commissioning Plan
2	Commissioning Progress Reports
3	Pre-design reviews, as applicable

4	Design reviews, as applicable
5	Develop and finalize Operations & Maintenance O&M Manual
6	Develop and Finalize Systems Manual
7	Acceptance Phase reviews, as applicable
8	Inspection Phase reviews, as applicable
9	Post Acceptance Phase reviews, as applicable

F.3.2 Category 2 Construction Materials Testing (Special Inspection Services)

No.	Deliverable
1	As-graded soils report
2	Sampling and Analysis Plans
3	Quality Assurance Project Plan

F.3.3 Category 3 Third Party Plan Review Services

No.	Deliverable
1	A copy of all certification documentation must be submitted to the COTR
2	Conflict of Interest Certifications

F.3.4 Category 4 Third Party Construction Inspections

No.	Deliverable
1	A copy of all certification documentation must be submitted to the COTR
2	Conflict of Interest Certifications

F.3.5 Category 5 Environmental Site Assessment and Industrial Hygienist Services

No.	Deliverable
1	Final Report and Debrief
2	Sampling and Analysis Plans
3	Credential for current American Board of Industrial Hygiene (ABIH) certification or Engineering certification or Board of Certified Safety Professional certifications. Indicate if the staff member holds AHERA, OSHA DC Government accreditations to provide this service.

F.3.6 Category 6 Site and Utilities Surveys

No.	Deliverable
1	A copy of all certification documentation must be submitted to the COTR
2	Conflict of Interest Certifications

F.3.7 Category 7 Archeological Services

No.	Deliverable
1	A copy of all certification documentation must be submitted to the COTR
2	Conflict of Interest Certifications

F.4 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

G.2 INVOICE SUBMITTAL

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

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

G.4 PAYMENT

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

G.4.2 Partial Payments

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

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

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

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

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT ACT

G.6.1 Interest Penalties to Contractors

- G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:
 - G.6.1.1.1** The date on which payment is due under the terms of the contract;
 - G.6.1.1.2** Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;
 - G.6.1.1.3** Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or
 - G.6.1.1.4** 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.
- G.6.1.2** No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or after:
 - G.6.1.2.1** 3rd day after the required payment date for meat or a meat food product;
 - G.6.1.2.2** 5th day after the required payment date for an agricultural commodity; or
 - G.6.1.2.3** 15th day after any other required payment date.
- G.6.1.3** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.
- G.6.2** **Payments to Subcontractors**
 - G.6.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:
 - G.6.2.1.1** Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or
 - G.6.2.1.2** Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

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

G.6.2.2.1 3rd day after the required payment date for meat or a meat product;

G.6.2.2.2 5th day after the required payment date for an agricultural commodity; or

G.6.2.2.3 15th day after any other required payment date.

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

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

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

G.7 CONTRACTING OFFICER (CO)

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

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

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the pricing, cost or requirements of this contract, unless issued in writing and signed by the CO.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.
- G.9** **CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE / (“COTR”)**
- G.9.1** The COTR is responsible for general administration of the contract and advising the CO as to the Contractor’s compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
- G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor’s costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District’s payment provisions; and
- G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** The address and telephone number of the COTR is:
- Ugor B. Ertem
Project Manager
1250 U Street, NW 3rd Floor
Washington, DC 20009
Office: (202)
Email: @dc.gov
- G.9.3** The COTR shall NOT have the authority to:
- (a) Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;

- (b) Grant deviations from or waive any of the terms and conditions of the contract;
- (c) Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
- (d) Authorize the expenditure of funds by the Contractor;
- (e) Change the period of performance; or
- (f) Authorize the use of District property, except as specified under the contract.

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

G.10 ORDERING CLAUSE

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

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

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

**SECTION H:
SPECIAL CONTRACT REQUIREMENTS**

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No 2015-4281 Revision No. 13 dated September 20, 2019, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as Attachment J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Article 25 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PREGNANT WORKERS FAIRNESS

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

H.3.2 The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or

privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

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

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

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

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

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

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

(a) New employees at the commencement of employment;

(b) Existing employees; and

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

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

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

H.4 UNEMPLOYED ANTI-DISCRIMINATION

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

H.4.2 The Contractor shall not:

- (a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or
- (b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

- (1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or
- (2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

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

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

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

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

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

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

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

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

- H.5.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- H.5.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- H.5.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- H.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in Article 14 of the SCP, Disputes.
- H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

H.6 AUDITS AND RECORDS

- H.6.1** As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- H.6.2** **Examination of Costs.** If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this Contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, offices or other facilities or parts of them, engaged in performing the Contract.
- H.6.3** **Cost or pricing data.** If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this Contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to:
- a) The bid for the contract, subcontract, or modification;
 - b) The discussions conducted on the proposal(s), including those related to negotiating;
 - c) Pricing of the contract, subcontract, or modification; or
 - d) Performance of the contract, subcontract or modification.

H.6.4 Comptroller General

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

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

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

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

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

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

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

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

H.7 ADVISORY AND ASSISTANCE SERVICES

This Contract is a "nonpersonal services contract". The Contractor and the Contractor's employees: (1) shall perform the services specified herein as independent contractors, not

as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the Contract objectives.

H.8 RESERVED

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 For all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

H.9.1.2 If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

H.9.1.3 A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of Sections H.9.1.1 and H.9.1.2.

H.9.1.4 Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.5 If the prime contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

H.9.1.7 A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.9.2 Subcontracting Plan

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

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

H.9.3 Copies of Subcontracts

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

H.9.4 Subcontracting Plan Compliance Reporting

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

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

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

H.9.5 Annual Meetings

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

H.9.6 Notices

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

H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan

H.9.7.1

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

H.9.7.2

A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

H.9.7.3

If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in Article 8 of the SCP, Default.

H.10 FAIR CRIMINAL RECORD SCREENING

H.10.1

The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the "Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

H.10.2

Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

H.10.3

After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

H.10.4

The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

H.10.5 This section and the provisions of the Act shall not apply:

- (a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;
- (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
- (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
- (d) To employers that employ less than 11 employees.

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

H.11 DISTRICT RESPONSIBILITIES

As projects are identified and funded, the Department will:

- (a) Develop a Scope of Work for each project
- (b) Issue a Request for Task Order Proposal
 - 1. Projects with an estimated value less than \$10,000 will be sent to a minimum of one (1) qualified Consultant in the applicable category on a rotating basis;
 - 2. Projects with an estimated value greater than \$10,000 will be requested from a minimum of three (3) qualified Consultants in the applicable category.
- (c) Ensure that each Request for Task Order Proposal provides an adequate description of the Department's requirements for the project including unique project details, Deliverables, and completion dates.
- (d) Select the Consultant for each project to be awarded based primarily on price proposals, however the Department reserves the right to consider non-price factors when making such decisions and will also consider Scope of Work and required expertise to complete the project.
- (e) Issue Task Orders to the selected Consultant and
- (f) Monitor Consultant performance.

H.12 CONTRACTOR RESPONSIBILITIES

In addition to the requirements discussed in Section C and F, the Consultant shall:

- (a) Respond in a timely manner to the Department's Request for Task Order Proposal. The Consultant shall utilize the applicable hourly rates and develop a fixed price to successfully perform the requirements as described in the Request for Task Order Proposal.
- (b) Respond in a timely manner to the Department's request for meetings or requests for other project specific related information.

H.13 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified in Section B.4 (Attachment J.12) are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

SECTION I: CONTRACT CLAUSES

I.1 GOVERNING LAW

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

I.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.3 CONTRACTS THAT CROSS FISCAL YEARS

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

I.4 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.5 CONTINUITY OF SERVICES

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

- (a) Furnish phase-out, phase-in (transition) training; and
- (b) Exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

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

- (a) Furnish phase-in, phase-out services for up to ninety (90) days after this contract expires and
- (b) Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division

of work described in the plan and shall be subject to the Contracting Officer's approval.

I.5.3 The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

I.5.4 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

I.5.5 Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract

I.6 CONFIDENTIALITY OF INFORMATION

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

I.7 DISPUTES

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

I.8 CHANGES

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the Contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the Contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the Contract. If the parties fail to agree upon the adjustment

to be made, the dispute shall be determined as provided in Section I.7 - Disputes.

- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the Contract or subcontract, including work under a District-issued change order, when the additional work increases the Contract price beyond the not-to-exceed price or negotiated maximum price of this Contract, unless the CO:
 - 1. Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;
 - 2. Obtains a certification of funding to pay for the additional work;
 - 3. Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
 - 4. Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
 - 1. Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
 - 2. Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
 - 3. Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

I.9 TIME

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

I.10 RIGHTS IN DATA

A. Definitions

- 1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document

research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

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

B. Title to Project Deliverables

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

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

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

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

D. Subcontractor Rights

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

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in Section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in Section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in Section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in Section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

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

I.11 OTHER CONTRACTORS

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

I.12 SUBCONTRACTS

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

I.13 INSURANCE

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

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

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

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

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance

written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

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

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Environmental Liability/Contractors Pollution Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of environmental liability insurance covering losses caused by pollution or other hazardous conditions arising from ongoing or completed operations of the Contractor. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), clean-up costs, transit and non-owned disposal sites. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements. There shall be neither an exclusion nor a sublimit for mold or fungus-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution 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 Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous completed operations coverage will be maintained for at least ten (10) years or an extended reporting period shall be purchased for no less than ten (10) years after completion. (Per Categories 5,6,& 7 of the RFP)

The Contractor also must furnish to CO Owner certificates of insurance evidencing environmental liability insurance maintained by third party transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.

6. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. (Per Categories 5 & 6 of the RFP)
7. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 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.

B. 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.

- C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- D. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- E. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. Measure of Payment. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
Franklin Austin
Contracting Officer
Department of General Services
1250 U Street, NW 3rd Floor
Washington, DC 20009
202 727-7128
franklin.austin5@dc.gov

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

- I. disclosure of information. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- J. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

I.14 EQUAL EMPLOYMENT OPPORTUNITY

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

I. 15 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

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

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

I.17 NON-DISCRIMINATION CLAUSE

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

**SECTION J
 ATTACHMENTS**

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

Attachment Number	Document
J.1	The Department of General Services Standard Contract Provisions (General Provisions) Supplies and Services Contracts, dated January 2016 (SCP)
J.2	U.S. Department of Labor Wage Determination Number 2015-4281 Revision 15 dated September 16, 2019
J.3	Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85
J.4	Department of Employment Services First Source Employment Agreement
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at
J.7	Tax Certification Affidavit
J.8	DSLBD SBE Subcontracting Plan (if required by law)
J.9	RESERVED
J.10	Bidder/Offeror Certification Form
J.11	Past Performance Evaluation Form
J.12	Section B.4 Price Schedule

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

Bidder/Offeror Certification Form Attachment J.10

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The Department intends to award multiple contracts in each category resulting from this solicitation to the responsive and responsible offerors whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Selection of Negotiation Process

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

L.2 PROPOSAL ORGANIZATION AND CONTENT

An Offeror may submit proposals for one or more of the service categories described in Section B of this RFP, with the exception of Category 1 Commissioning Services for LEED Certification. If an Offeror submits a proposal for Category (1), then the Offeror is precluded from submitting a proposal for the other categories. If applying to more than one category, Offerors must submit a proposal for each category separately.

L.2.1 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

Department of General Services
Contracts & Procurement Division
Frank D. Reeves Center
2000 14th Street, NW, 8th Floor
Washington, DC 20009
Attn: Franklin Austin

L.2.2 Submission Identification

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

**“Request for Proposal DCAM-20-NC-RFP–0007
Third Party/Quality Assurance Services
Category # ___”**

L.2.3 Proposal Content

Each Proposal will be scored on a scale of zero (0) to one hundred twelve (112) points. Offerors will be eligible to receive up to twelve (12) of the one hundred twelve (112) points based on the Offeror’s status as a CBE as outlined in Section C.1 of this RFP. The Department’s evaluation shall not necessarily be limited to the information provided in the Offeror’s Proposal. As part of the evaluation, the Department will also consider its own historical experience with the Offeror, and the direct experience with the Offeror of the members of the evaluation panel and others involved in the evaluation process. The Agreement will be awarded to the Offeror found to be the most advantageous to the Department in accordance with 27 DCMR §§ 1613.5 and 1630.5 and not necessarily the Offeror(s) with the highest evaluated score.

L.2.3.1 Volume 1 Technical Proposal. The Technical proposal shall be prepared in accordance with the instructions and format given in this section. Failure to provide a Technical proposal that does not follow the instruction may render an Offeror’s proposal incomplete and unacceptable for award. In order for the District to evaluate the Offeror’s understanding of the contract requirements in the applicable category, Offerors shall discuss their technical and administrative capabilities in a manner that demonstrates ability, capacity and experience to successfully provide the required services as described in the applicable category of Section C. Proposals will be evaluated in accordance with the evaluation criteria listed in Section M.3, Evaluation Criteria. Technical Proposals shall not include price or pricing information.

Offerors shall provide the following for each Category the Offeror would like to be considered:

L.2.3.1.1 Past Performance and Previous Experience

(a) Detailed descriptions of no more than four (4) projects that best illustrate the team’s experience and capabilities relevant to this category. For each such project, the Offeror shall provide the information requested below:

1. The name and location of the project.

2. The square footage of the project
 3. A short narrative of the scope of the contractor's work on the project in comparison to the required services.
- (b) The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms Attachment J.11, are completed and submitted on behalf of the Offeror directly to contact person identified in L.19 by the due date for Proposals as specified in L.4.2.

L.2.3.1.2 Technical Approach

- (a) Discuss the Offeror's technical approach to successfully complete the required services including project management and quality assurance
- (b) Discuss the Offeror's knowledge of specific laws, regulations, or guidelines for the applicable required services

L.2.3.1.3 Key Personnel and Organization

- (a) Resumes for each key personnel, including definition of that person's role, relevant project experience, education, training and experience of the key personnel..
- (b) Copy of required certificate, license or registration required to provide the required services

L.2.3.2 Volume 2 Price Proposal

L.2.3.2.1 Attachment J.12 B.4 Price Schedule – The Offeror shall provide a completed Price Schedule for each Category the Offeror submits a proposal.

- (a) B.4.1 Category 1 –Commissioning Services for LEED Certification
- (b) B.4.2 Category 2 – Construction Materials Testing (Special Inspection Services)
- (c) B.4.3 Category 3 – Third Party Plan Review Services
- (d) B.4.4 Category 4 – Third Party Construction Inspections

- (e) B.4.5 Category 5 – Environmental Site Assessment and Industrial Hygienist Services
- (f) B.4.6 Category 6 – Site and Utilities Surveys
- (g) B.4.7 Category 7 – Archeological Services

L.2.3.2.2 Price Proposal Attachments

The Offeror shall complete, sign and submit all Representations, Certifications and Acknowledgments including the following:

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

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

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

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

L.4.1 Proposal Submission

All Submissions shall be submitted on 8-1/2" x 11" bond paper and typewritten. The CPM schedule may be on 11"x17" bond paper, but shall be folded to a size of 8-1/2"x11". Telephonic, telegraphic, and facsimile Submissions shall not be accepted. The Department is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity.

L.4.2 Date and Time for Receiving Submissions

Submissions shall be received in the place identified in Section L.2.1 of this RFP no later than **2:00 P.M. on December 10, 2019**. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

L.4.3 Withdrawal or Modification of Proposals

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

L.4.4 Late Proposals

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

L.4.5 Late Modifications

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

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question electronically to the Contact Person identified in L.19. The prospective offeror should submit questions no later than **4:00 PM November 22, 2019**. The District may not consider any questions received after **November 22, 2019**. The District will furnish responses via the DGS website. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

L.7 PROPOSALS WITH OPTION YEARS

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

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

L.9 UNNECESSARILY ELABORATE PROPOSALS

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

L.10 RETENTION OF PROPOSALS

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

L.11 PROPOSAL COSTS

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

L.12 CERTIFICATES OF INSURANCE

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

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

L.13 ACKNOWLEDGMENT OF AMENDMENTS

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

L.14 BEST AND FINAL OFFERS

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

L.15 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

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

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

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

L.16 FAMILIARIZATION WITH CONDITIONS

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

L.17 GENERAL STANDARDS OF RESPONSIBILITY

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

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

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;

- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

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

L.18 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at **a time and date to be determined**. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

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

L.19 CONTACT PERSON

The Contact Person for this solicitation is:

James (Jim) H. Marshall
Senior Contract Specialist
2000 14th Street, NW 8th Floor
Washington, DC 20009
202 664.0416
james.marshall@dc.gov

**SECTION M:
 EVALUATION FACTORS**

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

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

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

M.3 EVALUATION CRITERIA

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

M.3.1 Volume 1 – Technical Proposal 70 Points

The Technical Proposal must include necessary information to enable evaluators to form a concrete conclusion of the Offeror’s ability to manage and perform the required services. The evaluation of each Technical Proposal shall measure the ability of the Offeror to effectively provide the applicable category of third party quality assurance services described in Section C and the submission requirements for the applicable category specified in Section L.2.3.

- M.3.1.1 Past Performance and Previous Experience 30 Points**
- M.3.1.2 Technical Approach 20 Points**
- M.3.1.3 Key Personnel and Organization 20 Points**

M.3.2 Volume 2 - Price Criterion 30 Points

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

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

M.3.3 Preference Points 12 Points

The maximum preference points an Offeror can receive is 12. The preference points will be added to the Offeror’s evaluation score.

M.4 EVALUATION OF OPTION YEARS

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

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

M.5.1 Application of Preferences

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

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the DSLBD will receive the addition of three points on a 100-point scale added to the overall score.
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

M.5.2 Maximum Preference Awarded

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

M.5.3 Preferences for Certified Joint Ventures

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

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

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

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

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

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

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

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

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