



REQUEST FOR PROPOSALS (RFP)
DowntownDC Business Improvement District
Five-Year Renewal Plan | FY2028-2032
Consulting Services

Release Date of RFP: Friday, October 16, 2026

Submission Deadline: Friday, November 13, 2026, at 11:59 PM EST

Contract Administrator: Rachel Rose Hartman, Chief Strategy Officer
rachel@downtowndc.org

RFP Contact: Karla Ciavarella
karla@downtowndc.org

**ALL PROPOSALS MUST BE SUBMITTED ELECTRONICALLY. INCOMPLETE OR LATE PROPOSALS
WILL NOT BE ACCEPTED.**

INTRODUCTION AND PURPOSE

The DowntownDC Business Improvement District ("BID") invites proposals from qualified firms and individual consultants ("Applicants") to lead development of its five-year renewal plan for FY2028–2032. The selected consultant ("Consultant") will help the BID evaluate its accomplishments, assess current conditions, engage a diverse range of stakeholders, set strategic priorities, and produce a compelling, actionable plan. The plan will serve as both the BID's strategic roadmap and a key document in its formal renewal process with the District of Columbia government.

The project has three components:

1. Assessment of existing data and current conditions
2. Stakeholder engagement, research, and facilitation
3. Strategic planning, report development, writing, and editing

The BID was established in 1997 and was last renewed for FY2023–FY2027. Its current term expires September 30, 2027. [D.C. Code § 2-1215.18](#) requires BIDs to request renewal every five years. The BID seeks a Consultant who can turn research and stakeholder perspectives into a clear vision, practical priorities, and an achievable implementation framework.

1. Background

1.1 About DowntownDC

Founded in 1997, the DowntownDC BID was Washington, DC's first private nonprofit place-management organization. It is a 501(c)(6) in which property owners assess themselves to fund



services that enhance the neighborhood experience. The BID covers 530 properties across 140 walkable, transit-rich blocks, bounded by Massachusetts Avenue (north, including the Walter E. Washington Convention Center), Constitution Avenue (south), Louisiana Avenue (east), and 16th Street (west).

Mission: To convene business, community, and government to compassionately lead a clean, safe, and vibrant district.

Quick facts

- 140 blocks, 530 properties, 98 million square feet of built space
- 74 million square feet of office space; 26% of the BID is federally owned or leased
- 7 Metrorail stations
- Walter E. Washington Convention Center (700,000+ annual visitors) and Capital One Arena (2.2 million+ annual visitors)
- 13 museums (3.1+ million annual visitors)
- 24 acres of parks and open space
- 37 hotels with 11,600 rooms
- 100+ destination restaurants

1.2 Renewal Plan Context

Renewal is governed by [D.C. Code § 2-1215.18](#) and overseen by the District's Department of Small and Local Business Development (DSLBD). The process includes notifying the Mayor of the Board's renewal request, submitting a renewal plan, and holding a public hearing. The BID retains responsibility for all statutory notifications, government filings, legal compliance, and District coordination. The Consultant's role is to develop the substantive plan and conduct the research, engagement, and planning activities that inform it.

The FY2023–2027 Renewal Plan was organized around five strategic priorities, the "Five Big Moves." The BID has achieved or made significant progress on many of them, but downtown has changed considerably: office utilization, economic development, tourism, residential growth, public space management, and post-pandemic recovery all create new opportunities and challenges.

The next plan should reflect these conditions while building on the BID's accomplishments. It should be ambitious, practical, financially informed, and grounded in member and stakeholder perspectives. It should set clear priorities, guide decisions and resource allocation, and give the downtown community shared objectives.

1.3 Reference Materials

- [DowntownDC BID Renewal Plan FY2023-2027](#)
- [DowntownDC BID FY25 Annual Report](#)
- [2025 State of Downtown Report](#)
- [Downtown Action Plan](#) (2024), prepared with the Golden Triangle BID and the Federal City Council



- [DowntownDC BID Website](#)
- Additional [DowntownDC Reports](#)
- February 2026 BID Board Retreat survey results;
- October 2026 staff strategic planning data;
- 2026 State of Downtown Report data; and,
- Other relevant operational, economic, demographic, and stakeholder data made available by the BID

Materials that are not hyperlinked, and additional internal data, will be provided after contract execution.

2. Scope of Services

Applicants should propose an integrated methodology showing how research, engagement, analysis, and strategic planning will inform the final plan.

2.1 Assessment of Existing Data and Current Conditions

The Consultant will review and synthesize data, organizational materials, and prior planning efforts to establish a baseline of the BID's performance, current conditions, opportunities, and challenges. This includes assessing progress on the FY2023–2027 priorities, identifying emerging challenges and opportunities, and evaluating how conditions may shape strategic direction.

Applicants may propose additional data collection or analysis to fill gaps. Any original research must be described, justified, and included in the fee proposal.

Expected outcome: A concise assessment of accomplishments, current conditions, key findings, and strategic considerations to inform engagement and plan development.

2.2 Stakeholder Engagement and Facilitation

Inclusive stakeholder engagement is central to this project. The Consultant will design and carry out a process combining quantitative and qualitative methods to assess stakeholder perceptions, priorities, and expectations for the BID's next five years, producing actionable findings on how each group prioritizes BID services, investments, and opportunities.

A. Core organizational engagement (through interviews, focus groups, surveys, facilitated discussions, and presentations)

- **BID Board of Directors** (about 40 members, including major property owners, significant assessment payers, and federal interests such as the U.S. General Services Administration). Engagement must give members opportunities to provide input on priorities and include a presentation of the proposed plan for Board discussion and adoption.
- **BID staff** (about 25 corporate staff and 60 Safety/Hospitality and Maintenance Ambassadors). Engagement should reflect perspectives across leadership, programmatic teams, and frontline personnel.



- **DowntownDC Foundation Board of Directors.** Engage Foundation leadership on how the Foundation's mission and activities relate to the BID's future direction.

B. Broader stakeholder engagement

Engage a representative cross-section of downtown stakeholders, including:

- Property owners and BID assessment payers
- Commercial and retail tenants and other downtown employers
- Hotel, apartment, condominium, and residential property representatives
- Downtown residents and workers
- DowntownDC BID Safety Alliance Group and Arts, Culture and Entertainment Stakeholder Group
- Chinatown cultural community representatives, including the 1882 Foundation, Lion's Path, and other relevant organizations
- Universities and educational institutions with a downtown presence
- Public-sector partners, including DMPED, DSLBD, DDOT, MPD, NPS, DPR, and other relevant agencies
- Elected officials, including relevant Councilmembers and Advisory Neighborhood Commissioners
- Hospitality and tourism partners, including Events DC, Destination DC, and the Restaurant Association of Metropolitan Washington
- Additional stakeholders proposed by the Applicant and approved by the BID

Recommended methods should provide broad, meaningful participation while remaining feasible within the timeline and budget.

C. Minimum engagement expectations

- One (1) initial staff engagement presentation
- Eight (8) individual stakeholder interviews
- Four (4) facilitated focus groups
- One (1) public-facing stakeholder survey
- One (1) presentation and discussion of the proposed plan with the Board of Directors

Applicants may propose additional or alternative engagement where justified, and must clearly identify and explain any departure from these minimums.

D. Responsibilities

The BID will provide stakeholder contact lists and introductions where available; help schedule interviews, focus groups, and meetings; distribute surveys through its channels; provide meeting space at its offices, subject to availability; and coordinate access to Board members, staff, and other internal stakeholders.

The Consultant will:



- Develop the engagement strategy and prepare survey instruments, interview protocols, and facilitation guides
- Recruit participants (with BID support) and lead all interviews, focus groups, surveys, and facilitated discussions
- Manage survey administration, data collection, and analysis
- Document findings, noting differences and areas of consensus across groups, and translate them into actionable strategic recommendations
- Safeguard stakeholder information and give the BID all project data and engagement materials in usable formats

2.3 Strategic Planning, Report Development, Writing, and Editing

The Consultant will work closely with the BID's Chief Strategy Officer to develop the plan. The final report should be professionally written, accessible to a broad audience, and suitable for BID members, public officials, and community stakeholders. At a minimum it must include:

- **Five-Year Retrospective:** Major accomplishments, progress on prior priorities, and lessons learned.
- **Current Conditions Assessment:** Downtown conditions, emerging trends, organizational challenges, and opportunities.
- **Stakeholder Engagement Findings:** Qualitative and quantitative findings, including priorities and areas of alignment or divergence.
- **Strategic Vision and Priorities:** A compelling FY2028–FY2032 vision with clear priorities and recommended actions.
- **Implementation Roadmap:** Recommended initiatives, sequencing, and measures of progress.
- **Financial Framework:** Projected budgets, revenues, expenses, assessments, and net fiscal impacts, integrated with strategic priorities. BID Finance will prepare all projections, figures, and tables. The Consultant will integrate them into the report, write the supporting narrative, and help ensure priorities align with anticipated resources.

The Consultant will submit a report outline for BID approval before beginning the first draft. Scope includes three consolidated revision rounds: (1) after BID staff review, (2) incorporating Executive Committee feedback, and (3) final revisions incorporating Board feedback. The Consultant will coordinate with the Chief Strategy Officer to set review periods and consolidate feedback.

2.4 Optional Design Services

The BID's marketing and communications team can design the plan itself or contract with an external provider. Applicants with professional design capabilities may offer design as an optional, separately priced component. A design proposal should describe the approach, deliverables, and coordination with BID staff, and all design work must follow BID brand guidelines. Design fees must be separate from the base fee and will not count toward the cost evaluation score. The BID may award the core consulting services without design services.

2.5 Deliverables



Deliverables include, but are not limited to:

1. Project work plan and detailed schedule
2. Engagement plan, including recruitment approach, survey instruments, and discussion guides
3. Current conditions assessment and interim summary of research and engagement findings
4. Strategic framework and report outline for BID approval
5. First full draft of the renewal plan
6. Revised draft incorporating staff and Executive Committee feedback
7. Board adoption presentation and supporting materials
8. Final renewal plan incorporating Board feedback, in editable format and publication-ready PDF
9. All raw data, survey results, engagement summaries, and supporting materials in usable electronic formats
10. Designed report and design files, if optional design services are awarded

All deliverables, original data, and project-specific materials become BID property. The Consultant may retain ownership of pre-existing proprietary tools, methodologies, and materials, subject to the executed agreement.

2.6 Project Timeline

Applicants must show they can complete the work within this schedule and identify key activities, decision points, and dependencies.

Milestone	Date
RFP release	October 16, 2026
Proposal submission deadline	November 13, 2026
Finalist interviews, if needed	November 16 - 20, 2026
Anticipated Consultant selection	November 24, 2026
Contract finalization and kickoff	November 30 – December 4, 2026
Initial research and stakeholder engagement	December 2026 - early January 2027
Strategic analysis, engagement synthesis, and report drafting (to include staff revision and executive input and revision)	January – February 2027
Final draft	Prior to board review
BID Board review	Mid-March 2027
Anticipated Board adoption vote (<i>Board will consider a substantially complete plan with post-vote revisions limited to approved changes</i>)	Mid to Late March 2027



Milestone	Date
Final revisions	March 22-29, 2027
Final report delivery	March 30, 2027
BID submission to the Mayor	April 2, 2027

The schedule spans Thanksgiving and the winter holidays. Proposals should explain how the work plan accounts for stakeholder availability, recruitment, and review periods during this time.

After selection, the Consultant will attend a kickoff meeting with the BID President & CEO and Chief Strategy Officer to confirm the work plan, milestones, roles, and expectations. The BID may adjust interim milestones; material changes affecting contractual deliverables or fees will be addressed in the executed agreement.

3. Applicant Eligibility

Applicants must:

1. Be a legally organized business or individual authorized to do business in the District of Columbia, or able to obtain authorization before contract execution.
2. Have completed at least three comparable stakeholder engagement, strategic planning, or public-facing planning projects in the past five years.
3. Designate a project lead who will be actively involved throughout.
4. Maintain, or be able to obtain before contract execution, the insurance required under Section 5, subject to approved modifications.
5. Disclose actual or potential conflicts of interest, including relevant work for property owners, tenants, or other entities with interests that may intersect with this assignment.
6. Demonstrate capacity to meet the project timeline.

The BID welcomes proposals from firms of all sizes and strongly encourages participation by local, small, minority-owned, and DC Certified Business Enterprises (CBEs), including teams and partnerships involving them.

4. Contract Requirements

The selected Consultant will execute an agreement substantially consistent with the BID's Standard Short Form Agreement Between Owner and Consultant (**Attachment A**). The BID anticipates completing negotiation and execution within five business days of provisional selection. Applicants must review **Attachment A** and identify requested modifications in their proposals. The BID need not consider modifications first proposed after the proposal deadline.

Selection does not constitute a binding contract, and no work may begin until the agreement is fully executed.

5. Insurance Requirements



The Consultant must maintain the following coverage at its own expense throughout the contract period, subject to the final agreement. **See Attachment A, Exhibit D for further details:**

- **Commercial general liability:** At least \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability and products and completed operations coverage.

The BID and, where the final agreement requires, the District of Columbia must be named as additional insureds on applicable liability policies. Applicants seeking modifications or waivers must identify and explain them in their proposals; the BID may accept or reject them.

6. Proposal Submission Guidelines

6.1 Submission Format

Email proposals to Karla Ciavarella (karla@downtowndc.org) by **Friday, November 13, 2026, 11:59 PM Eastern Time**, with the subject line "Renewal Plan RFP – [Applicant Name]." Late or incomplete proposals will not be accepted.

Submit searchable PDFs with numbered pages or a non-password protected link to proposal. The core proposal may not exceed 20 single-sided pages, excluding resumes, project samples, references, and contract or insurance exceptions. Applicants are encouraged to follow the section headings and order below.

6.2 Required Proposal Contents

Section A. Statement of Qualifications

- **A1. Applicant information:** Full legal name and address; primary contact name, title, email, and phone; description of the firm or practice; any proposed subcontractors or partner firms.
- **A2. Statement of Interest:** Interest in the assignment, relevant qualifications, and understanding of the BID's objectives.
- **A3. Project team Information:** The proposed project lead and key team members, with roles, responsibilities, qualifications, resumes, and any subcontractor involvement.

Section B. Project Proposal

- **B1. Methodology:** Your approach to assessing current conditions and progress on prior priorities; designing and conducting engagement, including reaching diverse and underrepresented groups; collecting, analyzing, and synthesizing data; translating findings into priorities and recommendations; writing and revising the plan; and presenting it to the Board for adoption.
- **B2. Engagement plan:** Proposed methods for engagement of stakeholder audiences, recruitment strategies, survey design and distribution, methods for analyzing and reporting findings, and any departures from the Section 2.2 minimums.



- **B3. Project schedule:** Proposed dates for activities and deliverables, how you will manage the holiday engagement period, and your ability to meet the March 2027 adoption and final delivery dates.

Section C. Statement of Past Performance

- **C1. Comparable projects:** Three projects completed in the past five years. For each, give the client and project name, dates, scope and key deliverables, your role, and outcomes. Links to reports or work samples are welcome.
- **C2. References:** Three professional references who can speak to your performance on comparable work, with name, organization, title, email, phone, and relationship to you.

Section D. Fee Proposal

- Provide a detailed, itemized, fixed-fee proposal for the full scope. The budget should at minimum distinguish costs for research and current conditions assessment; stakeholder engagement and facilitation; strategic planning and report development; Board presentations; project management and coordination; and other direct expenses. State the total base project fee, including all anticipated expenses, and identify any assumptions, exclusions, or circumstances that could add charges. Price optional design services separately, outside the base fee.

Section E. Disclosures and Exceptions

- Actual or potential conflicts of interest, or a statement that none are known
- Requested modifications to Exhibit A
- Requested modifications to the insurance requirements
- Confirmation that you can meet the required schedule

State "None" where there are no exceptions or conflicts.

6.3 Proposal Validity

Proposals must remain valid for 90 calendar days after the submission deadline.

6.4 Questions and Communications

Submit written questions to Karla Ciavarella (karla@downtowndc.org) by email by **Friday, October 30, 2026**. Responses will be shared by **Friday, November 6, 2026**, via email.

From RFP release through selection, Applicants may not contact BID Board members or staff about this procurement. All communication regarding this RFP may be made only through the RFP Contact. Violations may result in disqualification.

7. Proposal Evaluation and Selection



A selection committee of BID staff and, potentially, Board members will evaluate eligible, complete proposals on a 100-point scale:

Evaluation Criteria	Points
Statement of Qualifications	20
Project Proposal	35
Statement of Past Performance	25
Fee Proposal	20
Total	100

The BID may interview shortlisted Applicants, contact references, and request clarifications. It will select the proposal offering the best overall value across qualifications, technical approach, past performance, and cost; the lowest price will not necessarily win. The BID may reject proposals that fail mandatory eligibility or submission requirements.

8. General Provisions

- **Applicable law:** If any provision of this RFP conflicts with District or federal law or regulation, the law or regulation governs.
- **Confidentiality:** The BID will treat proposals as confidential to the extent the law permits, except as needed for evaluation, contracting, or legally required disclosure. Applicants should mark any proprietary or confidential information.
- **Right to reject or cancel:** The BID may accept or reject any or all proposals, waive minor informalities where permitted, request clarifications, and cancel or modify this RFP when in its best interest and consistent with applicable requirements.
- **Proposal costs:** Applicants bear all costs of preparing proposals and participating in interviews; the BID will not reimburse them.
- **No guarantee of award:** This RFP does not obligate the BID to award a contract or procure any services. Any award is subject to negotiation and execution of a written agreement.



Attachment A

Form of Contract

(Please see pages that follow)

DOWNTOWN DC BID SERVICES AGREEMENT

Client: Downtown Business Improvement District Corp. Consultant: _____
Address: 1275 K Street NW Address: _____
Suite 1000 _____
Phone: 202.638.3232 Phone: _____
"Client" "Consultant"

Project Name: _____ Agreement Date: _____
Project Address: _____ Contract #: _____

"Project" (if applicable)

DESCRIPTION OF GOODS OR SERVICES (attach Exhibit A if needed, check here ☒ if attached):

✓ **INSURANCE REQ. ATTACHED** ☒ Yes ☐ No ☐ N/A IF YES, EXHIBIT D DATED N/A
✓ **DRAWINGS ATTACHED** ☐ Yes ☒ No ☐ N/A IF YES, EXHIBIT E DATED
✓ **SPECIFICATIONS ATTACHED** ☐ Yes ☒ No ☐ N/A IF YES, EXHIBIT F DATED

✓ **SCHEDULE** IF NECESSARY, ATTACH EXHIBIT B WITH SCHEDULE INFORMATION

TERM (check one of the following):

☐ Single Product Delivery Date: _____
☒ Multiple Days of Goods and/or Services Commencement Date: **6/16/25** Estimated End Date: **8/31/25**
☐ Other (See Exhibit B)

PRICE (check one of the following, attach budget as Exhibit C):

☒ Fixed Price Price: **\$XX,XXX**
☐ Time and Materials Not To Exceed Price: \$
☐ Time and Materials (Quote Attached) Not To Exceed Price: \$
☐ Other

DEPOSIT (Check One)

☐ None ☐ 50% Upfront, 50% Upon Completion ☒ Other (See Exhibit C)

IN WITNESS HEREOF, the parties have executed this Services and Goods Order Agreement ("Agreement") effective as of the Effective Date. By executing this document below, Consultant acknowledges that it has read all of the terms and provisions of this Agreement and agrees to perform the services or deliver the goods as described herein and will comply fully with the terms and conditions hereof.

Downtown Business Improvement Corp.

Client

Consultant

By:

By:

Name: **Gerren Price**

Name:

Title: **President & CEO**

Title:

1. SCOPE OF WORK

CONSULTANT will provide the services (the "Services") in support of

CLIENT, as detailed in the Scope of Work attached as Exhibit A.

DowntownDC BID Short Form Services Agreement (Rev. 12/1/25)
DCBID – **CONSULTANT NAME**

The CLIENT shall have the right to request modifications of the Services at any time by written request to CONSULTANT setting forth in reasonable detail the requested modification. The CONSULTANT shall respond to a request for modification within five (5) business days of receipt of such request. Any modification to the Services shall be in a writing signed by both parties.

2. LOCATION OF SERVICES

The Services shall be provided within the boundaries of the DCBID and, if applicable, as more specifically defined on Page 1 of this Agreement.

3. TERM

This Agreement will commence on the Effective Date and shall expire on the Final Completion Date set forth on the Schedule, unless sooner terminated as provided herein. In more particularity, the Services shall be performed in accordance with the schedule attached hereto as **Exhibit B** ("**Schedule**"), time being of the essence.

At the end of the Term, this Agreement may be renewed or extended upon the mutual written agreement of the parties in form and substance substantially in the Universal Amendment Form provided by the Client following the Effective Date. The Term, together with Renewal Terms, if any, are referred to herein collectively as the "**Term**."

3. TERMINATION

CLIENT may terminate this Agreement for any reason after ten (10) days' prior written notice to CONSULTANT. In addition, CLIENT may terminate this Agreement if (i) a petition under any bankruptcy law is filed by or against CONSULTANT; (ii) the CONSULTANT executes an assignment for the benefit of creditors; (iii) a receiver is appointed for CONSULTANT's assets; or (iv) CONSULTANT becomes insolvent or takes advantage of any insolvency or any similar statute.

In the event of termination, CONSULTANT shall be entitled to full payment for Work completed and accepted by CLIENT. CLIENT shall have all remedies available to it at law or in equity.

4. FEES AND BILLING

The CONSULTANT's fee for the Services is detailed on the project budget for the Services which is set forth on **Page 1** and/or **Exhibit C** ("**Project Budget**") attached hereto. Except as may be explicitly set forth on Page 1 and/or Exhibit C, the Project Budget includes all applicable federal, State, and local taxes (including sales and use taxes), all costs for tools, equipment, supplies, insurance and other materials/services, and all other costs or expenses incurred by CONSULTANT in order to provide the Services hereunder. No payment shall be due to CONSULTANT until CONSULTANT has provided CLIENT with a W-9 and with proof of insurance coverage in accordance with this Agreement. The payment amounts due from CLIENT will be issued within the lesser of 45 days of invoice OR per the Project Budget is set forth in this Agreement (the "**Payment Schedule**").

5. STANDARD OF CARE

In providing services under this Agreement, CONSULTANT shall perform the Services in a first-class and workmanlike manner, using the highest level of professional skill, care and diligence. In all events, CONSULTANT shall perform the Services in a manner consistent with accepted industry standards of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same locale.

6. PUBLICATION RIGHTS/RIGHTS IN DATA

The final reports or products and all material contained in the reports (graphics, photos, etc.), to the extent not provided by CLIENT and to the extent developed by or otherwise the intellectual property of CONSULTANT, ("**Work Product**") shall remain the property of CONSULTANT. With respect to any Work Product delivered to CLIENT by CONSULTANT as a direct result of the specific Services performed under this Agreement, CONSULTANT hereby grants to CLIENT a perpetual, royalty-free license to use said Work Product for the purpose for which they were intended. Any unauthorized transfer, reproduction or re-use of Work Product delivered by CONSULTANT in connection with Services performed under this Agreement shall be at CLIENT's sole risk. CONSULTANT accepts no responsibility for the use of Work Product beyond the intended purpose of this Agreement. All original written material and other documentation, including background data, documentation, and staff work that is preliminary to final reports delivered as

Work Product, originated and prepared for the project by CONSULTANT pursuant to this Agreement, shall become exclusively the property of CONSULTANT. CLIENT has a royalty-free license to use and distribute the work for the purposes of this Agreement. The ideas, concepts, know-how or techniques relating to data processing developed during the course of this Agreement by CONSULTANT or CLIENT personnel, or jointly by CONSULTANT and CLIENT personnel, can be used by either party in any way it may deem appropriate at each of their sole risk. Material already in CONSULTANT's possession, independently developed by CONSULTANT outside the scope of this Agreement or rightfully obtained by CONSULTANT from third parties, shall belong to CONSULTANT.

7. CONFIDENTIALITY

No publicity releases (including news releases and advertising) relating to this Agreement or the Services hereunder shall be issued by the CONSULTANT without the prior written approval of CLIENT. CONSULTANT shall not use or disclose and shall not permit others to use or disclose Confidential Information without CLIENT's prior written approval. CONSULTANT may disclose the Confidential Information only to those employees, agents, contractors and consultants that have a need to know the Confidential Information for the Project and only upon the following conditions: (1) such person or firm has agreed in writing to CONSULTANT's obligations under this Section and (2) CONSULTANT has provided the original written agreement to CLIENT. "Confidential Information" means all CLIENT knowledge, information, data, materials, and trade secrets gained, obtained, derived, produced, generated or otherwise acquired by CONSULTANT and its agents, employees, contractors and consultants with respect to the Project. "Confidential Information" shall not include any information (1) that is or becomes publicly available without a breach of this Agreement or (2) that CONSULTANT can show (by contemporaneous written records) CONSULTANT had in its possession before beginning the Project and before disclosure by CLIENT. CONSULTANT and its employees, agents, contractors and consultants shall not make or otherwise disseminate any public announcement or press release with respect to the Project without the CLIENT's prior written approval. CONSULTANT agrees that the Confidential Information constitutes valuable trade secrets of CLIENT and that money damages cannot fully remedy any breach of this Section. CONSULTANT agrees that CLIENT may obtain an injunction to prevent or enjoin any breach of the obligations of this Section.

8. INDEMNIFICATION

CONSULTANT agrees to release, defend, indemnify, and hold CLIENT, and its officers, directors, members, employees, agents, and representatives (the "**Indemnified Parties**"), harmless from and against liability for all third-party claims, losses, damages, injuries, liabilities, judgments, liens, orders, awards, and expenses, including reasonable attorneys' fees, (collectively referred to as "**Claims**") to the extent such Claims are caused directly or indirectly by the acts, omissions, negligence or willful misconduct of CONSULTANT or any Sub-Consultant or any of their employees, agents, or representatives. The CONSULTANT shall require each Sub-Consultant to include these same indemnification provisions in their contracts with the CONSULTANT. The terms and provisions of this Section shall survive the expiration or earlier termination of this Agreement.

9. INSURANCE

CONSULTANT shall obtain prior to the commencement of the Services, and shall maintain in full force and effect for the term of this Agreement, at CONSULTANT's expense, insurance policies in the types and amounts, and otherwise in accordance with the requirements (including with respect to additional insured and/or loss payee specifications) set forth on **Exhibit D** ("**Insurance**") attached hereto.

In all events, CONSULTANT shall provide CLIENT with a certificate of insurance evidencing the required coverage and amounts together with copies of the endorsements naming CLIENT, and any other required persons or entities, as an additional insured or loss payee, as applicable. All insurance policies entered into pursuant to the requirements of this Agreement shall provide that any change in or cancellation of any such policies shall not be valid until CLIENT has had thirty (30) days' notice in writing of such change or cancellation.

This Section shall apply to all of CONSULTANT's subcontractors and subconsultants.

10. DEFAULTS

A party shall be in default under this Agreement if it breaches an obligation under this Agreement and fails to correct such breach within five (5) business days after receipt of written notice of default specifying the grounds of such breach; provided, however, that if such breach cannot reasonably be cured within the 5-business day period, then so long as the breaching party commences to cure within said 5-day period and thereafter diligently pursues completion of such cure, said party shall have a reasonable period to cure such breach not to exceed thirty (30) days. If a party fails to cure within the applicable time period, the first party may elect to terminate this Agreement, by written notice of termination and this Agreement shall be deemed terminated as of the date following the last day of the cure period. In addition to the foregoing, CLIENT shall have all the rights and remedies provided by law or in equity.

10. DISPUTES

The parties recognize that differences sometimes arise in the course of a relationship and wish to avoid litigation. Accordingly, all claims, disputes and other matters in question between CONSULTANT and CLIENT arising out of or relating to this Agreement or the breach thereof ("**disputes**") shall first be submitted to negotiation and may, failing resolution, then be subject to arbitration all as set forth below; provided, however, in all other cases, all rights and remedies provided at law and equity are reserved to the parties.

Disputes claimed by either party must be made by written notice (a "**Dispute Notice**") promptly upon the recognition of the event giving rise to such claim. Pending final resolution of any dispute, including arbitration in accordance with this Section, CONSULTANT shall continue to provide the Services to the extent it is unrelated to the dispute and the subject matter of the dispute does not inhibit the provision of such Services and CLIENT shall continue to make payments in accordance with this Agreement to the extent unrelated to the dispute. Such performance by CONSULTANT and payment by CLIENT shall not operate to waive or estop either party from pursuing the claim which gave rise to the dispute.

Within five (5) days of receipt of a Dispute Notice, CONSULTANT and CLIENT shall each appoint an executive officer to meet for the purpose of resolving it. The parties shall endeavor in good faith to resolve the dispute. If the parties' executive officers are able to reach an agreement, the dispute will be deemed resolved.

If after thirty (30) days from the date of receipt of the Dispute Notice the negotiations prove unsuccessful in whole or in part, CONSULTANT or CLIENT may request that any remaining disputes be resolved by arbitration in accordance with the "regular track" rules of the American Arbitration Association, and such disputes shall be arbitrated in accordance with Title 16, Chapter 42 of the District of Columbia Code, and such disputes shall be mediated. Any award rendered pursuant to arbitration may include reasonable attorneys' fees and costs, shall be final and binding upon the parties, and judgment may be entered upon it in a court of competent jurisdiction. All applicable statutes of limitations and the like shall be tolled while the requirements of this provision are pending, but only as to the issues hereby submitted for negotiation or arbitration/mediation.

11. NOTICES

All notices required in connection with this Agreement will be in writing and sent by (i) certified mail, (ii) personal delivery or delivery by a reputable national courier services, with proof of delivery, or (iii) e-mail transmission with proof of delivery, sent to the party at the address shown on Page 1. If sent by certified mail, notice will be deemed delivered on the third day after deposit with the United States Postal Service. If sent by personal delivery or courier service, notice will be deemed delivered on the date of delivery (or first attempted if delivery is attempted but rejected). If sent by email, notice will be deemed delivered as shown on the proof of delivery. A party may, at any time, change its notice address by giving the other party notice in accordance with this section at least five (5) business days before the effective date of such change.

12. HEADINGS

The captions and headings in this Agreement are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent of the provisions of this Agreement, and they shall not affect the interpretation hereof. Whenever singular, plural, masculine, feminine or neuter pronouns are used herein they shall be construed interchangeably so as to fit the applicable context.

13. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the parties and shall supersede any prior representation or agreement, written or oral, relating to the subject matter. The parties hereby acknowledge and represent that they have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those explicitly set out in this Agreement. This Agreement may be amended only by written instrument signed by both CONSULTANT and CLIENT. This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns.

14. GOVERNING LAW

This Agreement will be governed by and construed under the laws of the District of Columbia without regard to conflicts of law principles. The parties agree that any legal action by and between the parties arising out of this Agreement shall be brought in the state or federal courts for the District of Columbia and the parties hereby submit to the jurisdiction of the courts of the District of Columbia, for the resolution of any dispute arising under this Agreement.

15. ATTORNEY'S FEES

In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

16. SEVERABILITY

Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then such provision shall be deemed to be replaced by the valid and enforceable provision most substantively similar to such invalid or unenforceable provision, and the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby.

17. FORCE MAJEURE

Unless specifically provided otherwise, if a party is in any way delayed or prevented from performing any of its obligations under this Agreement (other than payment obligations) due to a Force Majeure Event, then the time for performance of such obligation shall be excused for the period of such delay or prevention, and extended for a period equal to the period of such delay, interruption or prevention, provided that the party shall use all commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. "**Force Majeure Event**" means any circumstance beyond the party's reasonable control, including but not limited to Acts of God (including fire, flood, earthquake, hurricane, or other extraordinary weather conditions or natural disasters), acts of war, acts of terrorism (as defined by the United Nations Security Council); insurrection; riot, civil disorders, rebellions or revolutions in any country; acts of a general shortage of labor, equipment, facilities, materials or supplies in the open market; failure or unavailability of transportation; strike, lockout, or other actions of labor unions; a health epidemic or pandemic or similar healthcare emergency, as declared by the Centers for Disease Control or District of Columbia government officials; or any other cause, whether similar or dissimilar to the foregoing that is not within the reasonable control of the party.

18. CONSULTANT REPRESENTATIONS AND WARRANTIES

CONSULTANT represents and warrants: (1) it possesses or will possess all necessary permits and licenses required by federal, state and city laws and regulations to do the work contemplated hereunder; (2) it will not commence work under this Agreement until all such permits and licenses are obtained and provided to CLIENT, and; (3) all work done hereunder shall comply with all requirements of federal, state, and local laws, orders, and regulations applicable to CONSULTANT, its employees and agents, or to the Services provided hereunder, including, without limitation, the Occupational Safety and Health Act of 1970.

19. NO WAIVER

The failure of either party to enforce or otherwise require strict performance of any of the terms or conditions of this Agreement or of the party's right in any one or more instances shall not constitute a waiver by the party of such performance, terms, conditions, or rights either then or for the future. Any waiver shall be effective only in writing and signed by the party's authorized representative, and only with respect to the particular case expressly covered therein.

20. NON-LIABILITY

CONSULTANT hereby agrees that no board member, trustee, director, member, stockholder, officer, agent, task force member, employee, volunteer, or other principal or representative of DowntownDC Business Improvement District, shall be charged personally by CONSULTANT or any of its agents, employees, subcontractors, contractors, or other principals or representatives, with any liability, or held liable to CONSULTANT or any of its agents, employees, subcontractors, contractors, or other principals or representatives, under any term or provision of this Agreement for acts performed pursuant to their duties hereunder, because of the execution or attempted execution of this Agreement, or because of any breach of this Agreement. CONSULTANT specifically agrees that in no event shall any board member, trustee, director, member, stockholder, officer, agent, task force member, employee, volunteer, or other principal or representative, disclosed or undisclosed, of DowntownDC Business Improvement District be personally liable for any liability under this Agreement.

21. ASSIGNMENT AND SUB-CONSULTANTS

CONSULTANT may not assign its interest in this agreement or any portion of the work to be performed hereunder without the written consent of CLIENT or otherwise in accordance with this Section 21. This Agreement is based upon CONSULTANT's special qualifications for the work and services herein contemplated. Any assignment in violation of this Section 21 shall be void and of no effect as to CLIENT, and CLIENT shall be under no obligation to compensate any party, including CONSULTANT, for work done by assignment in violation of this Agreement.

CONSULTANT will be the Prime Consultant for the Project and will administer, contract with, and be responsible for, any and all Sub-Consultants under this Agreement. The following shall apply to all Sub-Consultant subcontracts except for: (a) a Sub-Consultant subcontract that was approved by CLIENT as part of the acceptance of the final proposal submitted by CONSULTANT in the award of this Agreement to CONSULTANT, and (b) a Sub-Consultant subcontract that is less than the lesser of (i) \$10,000 or (ii) 25% of the total Project Budget amount. Prior to the award of any Sub-Consultant subcontract, the CONSULTANT shall consult with the CLIENT and shall submit the name of the proposed Sub-Consultant and proposed subcontract form to the CLIENT for review. The CLIENT reserves the right to disapprove any proposed Sub-Consultant for any reason. Copies of executed Sub-Consultant subcontracts shall be provided to CLIENT.

In all events, the CONSULTANT hereby agrees to include the following provisions in all subcontracts issued for Services hereunder. The CONSULTANT shall bind each and every Sub-Consultant to the terms stated herein and shall require that all persons rendering Services under this Agreement are properly licensed to provide such Services in the locale in which the Project is located. The CONSULTANT hereby agrees to include a provision allowing the CONSULTANT to assign said subcontract to the CLIENT or CLIENT's designee without the Sub-Consultant's consent. The CONSULTANT shall require all Sub-Consultants to include a similar assignment provision in each and every subcontract Sub-Consultant issues for Services hereunder.

The CONSULTANT agrees that its mark-up or other fee added to any fee charged by its Sub-Consultant shall be subject to a 10% cap.

22. INDEPENDENT CONTRACTOR

CONSULTANT agrees that it is and shall be an independent contractor under this Agreement and that CONSULTANT shall not be an agent or employee of CLIENT to any extent or for any purpose and CLIENT shall not be liable for the employer's portion of Social Security, tax withholding, holiday or vacation pay, retirement or pension, or any other employee benefits. Nothing herein shall be construed to cause or create any such relationship. CONSULTANT shall have no authority to and shall not act for CLIENT or bind, or attempt to bind, CLIENT in or under any contract or agreement or to otherwise obligate CLIENT in any manner whatsoever.

23. AUTHORITY

By executing this Agreement, each party represents to the other that: (i) it is authorized to enter into, execute, and deliver this Agreement and perform its obligations hereunder; (ii) this Agreement is effective and enforceable against the party in accordance with its terms and limitations as set forth herein; (iii) the person signing this Agreement on the party's behalf is duly authorized to execute same; and (iv) no other signatures or approvals are necessary in order to make all of the representations of the party contained in this Section true and correct, in all material respects.

24. CONTACT INFORMATION

The CONSULTANT's and CLIENT'S representative(s) for purposes of day-to-day contact and project management (the "Project Manager(s)") are set forth on Page 1. The CLIENT'S Project Manager is not authorized to materially change the scope of Services or to agree to an additional fees, expenses, or other payments due from CLIENT; all such changes or additional payments shall be set forth in an amendment, and shall require the written approval of the President of the DowntownDC Business Improvement District, or their written designee.

24. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

25. BOOKS, RECORDS, AUDITS AND INSPECTIONS

CONSULTANT shall keep accurate books and records in accordance with generally accepted accounting practices. Such books and records shall include, but not be limited to, employee time and payment records; accounts receivable and payable; purchase orders and sales receipts; liabilities and payments rendered for the purposes of this Agreement. All of CONSULTANT's books and records related to this Agreement shall be available upon three (3) business days' notice, both during the Agreement period and for three (3) years after the date of the final payment to CONSULTANT, for the purposes of auditing or inspection for purposes of verifying compliance with the terms of this Agreement and applicable law.

Exhibit A
Services

INSTRUCTION TO DCBID STAFF: Provide a detailed description of the services that the consultant will provide to the BID, which should be a copy of the consultant's proposal, but if the proposal is not sufficiently detailed then write a detailed description of the services.

**Exhibit B
Schedule**

INSTRUCTION TO DCBID STAFF: Provide a detailed description of the schedule for the services that the consultant will provide to the BID, which could be copied from the consultant's proposal, but if the proposal does not sufficiently detail the schedule, then prepare a complete listing of all important project dates including start and end dates. You can use the table below as a template if applicable.

TASK	START DATE	END DATE	DURATION (DAYS)
<u>Mobilize Consultant</u>	<u>12/1/25</u>	<u>12/8/25</u>	<u>7</u>
<u>Project</u>	<u>12/8/25</u>	<u>12/18/25</u>	<u>10</u>
<u>Demobilize</u>	<u>12/18/25</u>	<u>12/20/25</u>	<u>2</u>

Exhibit C
Project Budget

INSTRUCTION TO DCBID STAFF: Provide a detailed cost breakout of services, which could be a copy from the consultant's proposal, but if the proposal does not sufficiently detail or break out costs, then prepare a detailed cost breakout. The table below is an example.

DESCRIPTION	QTY	\$ / UNIT	TOTAL
Security Personnel	30 Hours	\$50/hr	\$1,500
Item #2			
GRAND TOTAL			

Exhibit D Insurance

INSTRUCTION TO DCBID STAFF: Insert any grant-required provisions here. Otherwise, use the standard BID insurance requirements below.

CONSULTANT is responsible for adhering to the insurance requirements described below:

- A. **GENERAL REQUIREMENTS.** CONSULTANT at its sole expense shall procure and maintain, during the entire period of performance under this Agreement, the types of insurance specified below. CONSULTANT shall submit a Certificate of Insurance, signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CLIENT, prior to any work being performed.

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

B. **INSURANCE REQUIREMENTS**

1. **Commercial General Liability Insurance ("CGL")** – CONSULTANT shall provide evidence satisfactory to the CLIENT 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 GA in writing), covering liability for all ongoing and completed operations of the CONSULTANT and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, 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 for each occurrence, \$2,000,000 general aggregate, \$2,000,000 products and completed operations aggregate, and \$1,000,000 personal and advertising injury aggregate limit.

The Commercial General Liability shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2010 0413 and CG2037 04 13 (or its equivalent) to the CLIENT
 - b) Coverage available to the additional insureds shall apply on a primary and noncontributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
 - c) A waiver of subrogation in favor of the CLIENT
 - d) Any Annual Aggregate shall apply on a per location or per project basis
 - e) Defense costs shall be in addition to and not erode the limits of liability
2. **Automobile Liability Insurance** – CONSULTANT shall provide evidence satisfactory to the GA 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 CLIENT in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by CONSULTANT in connection with work under this agreement, with a minimum combined single limit of \$1,000,000. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.
 3. **Workers' Compensation Insurance** – CONSULTANT shall provide evidence satisfactory to the CLIENT of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the work is performed.
 4. **Employer's Liability Insurance** – CONSULTANTs hall provide evidence satisfactory to the CLIENT 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.
 5. **Professional Liability Insurance (Errors & Omissions)** – CONSULTANT shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Agreement. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. CONSULTANT warrants that any applicable retroactive date precedes the date CONSULTANT first performed any professional services for the CLIENT and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

- C. **PRIMARY AND NONCONTRIBUTORY INSURANCE** The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the CLIENT

- D. **DURATION.** CONSULTANT shall carry all required insurance until all work is accepted by The CLIENT and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this Agreement and two years for non-construction related projects.

Exhibit E
Project Drawings

Exhibit F
Project Specifications