

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



REQUEST FOR PROPOSALS

DCAM-17-CS-0041

**CONSTRUCTION MANAGEMENT AT-RISK SERVICES
FOR
WARDS 3, 5 AND 6 SHORT TERM FAMILY HOUSING (SFTH) PROJECTS**

January 3, 2017

Proposal Due Date: January 24, 2017 by 2:00 p.m.

Pre-proposal Conference: January 10, 2017 at 10:00 a.m.
Department of General Services
1250 U Street, NW
4th Floor Adams Morgan Conference Room
Washington, DC 20009

Site Visits

Ward 3

January 11, 2017 10:30 a.m. – 11:30 a.m.
3328 Idaho Street SE, Washington, DC

Ward 5

January 11, 2017 1:00 p.m. – 2:00 p.m.
1700 Rhode Island Avenue NE, Washington, DC

Ward 6

January 11, 2017 3:00 p.m. – 4:00 p.m.
850 Delaware Avenue SW, Washington DC

Contact:

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Senior Contract Specialist
Contracting & Procurement Division
Department of General Services
2000 14th Street, NW | 8th Floor
Washington, DC 20009
Desk: 202-727-7119

Proposal Delivery Location:

Department of General Services
Attn: George G. Lewis
Interim Associate Director
Contracts and Procurement Division
2000 14th Street, NW, 8th Floor
Washington, DC 20009

Executive Summary

The Department of General Services (“Department” or “DGS”) is issuing this Request for Proposals to engage multiple contractors to serve as the construction managers (each, a “Construction Manager”) for three (3) short term family housing facilities (the “Project”). A description for each facility is listed below:

- **Ward 3 Facility:** The Department has engaged Ayers Saint Gross Architects (“ASG”) to develop a design for a new short term family housing facility, which will be approximately 45,000 square feet and accommodate fifty (50) family units. The facility will be located at 3328 Idaho Street SE, Washington, DC. The Project shall attain a minimum of LEED for Gold certification. This project will also include a 210 car parking garage/decks with an impound lot.
- **Ward 5 Facility:** The Department has engaged R. McGhee & Associates Architects (“R. McGhee”) to develop a design for a new short term family housing facility, which will be approximately 48,000 square feet and accommodate fifty (50) family units. The facility will be located at 1700 Rhode Island Avenue NE, Washington, DC. The project shall attain a minimum if LEED for Gold certification. This design incorporates 11,000 square foot historic illegible building. The site currently has a cell tower and electrical building that must stay on site, and remain accessible.
- **Ward 6 Facility:** The Department has engaged Studio Twenty Seven/ Leo Daly (“Studio 27/Leo Daly”) to develop a design for a new short term family housing facility, which will be approximately 52,000 square feet and accommodate fifty (50) family units. The facility will be located at 850 Delaware Avenue SW, Washington DC. The Project shall attain a minimum of LEED for Gold certification. The project includes an additional 7,000 square foot space for a community health clinic.

In each facility, the 50 units will contain a sleeping area for a family, of approximately 300 – 450 square feet with three (3) to five (5) beds and storage compartments for family members’ clothing. The facility will include family style bathroom accommodations along with purposefully located private bathrooms with tubs or showers. A central dining area with a storage/warming kitchen scaled to serve a population of 160+/- in shifts is a core component of the program. There will be community spaces for the families including computer/homework areas. The Case Management program space includes office area for five (5) to eight (8) staff and a conference room area. Each facility will contain at least one elevator and limited parking for staff. **Attachment A** includes preliminary drawings for each location. The Project must be substantially complete no later than March 29, 2019.

A.1. Project Delivery Method

The Department intends to implement the Projects through a construction management at risk approach. In general, it is contemplated that the Construction Manager’s scope of work will be divided into two phases: (i) the Preconstruction Phase; and (ii) the Construction Phase.

During the Preconstruction Phase, the Construction Manager shall work with the Architect to advance the design in a collaborative manner consistent with the Department's schedule, budget, programmatic and other requirements for the Project. The Construction Manager will be required to actively participate in the design process by providing cost estimating, scheduling and perform constructability reviews as the design progresses, and identifying long-lead purchase items. The Department envisions that the Architect will be preparing the design development documents for the Project at the time the Construction Manager is engaged. The Construction Manager will be required to work with the Architect in the completion of the design development documents and the construction documents.

It is anticipated that the Guaranteed Maximum Price (GMP) for the Project shall be based on a permit set of construction documents (the "Bid Set"). The Department expects that the Bid Set will include comments and revisions made by regulatory authorities, and will be completed by May 26, 2017 Project. The Construction Manager shall obtain quotes from trade subcontractors to serve as the basis for the GMP. The process by which the GMP will be formed is more fully described in the Form of Contract (**Attachment M**). It is contemplated that the GMP will be finalized by August 30, 2017. Assuming a GMP is agreed upon; the Construction Phase will commence execution of a contract memorializing the GMP and scope. Concurrent with the execution of the definitive GMP Contract, the Department will assign to the Construction Manager its agreement with the Architect.

During the Construction Phase, the Construction Manager will be required to complete the design and to implement the approved drawings, providing all labor, materials, supervision and other services as may be necessary to accomplish these tasks; managing the construction process and coordinating the efforts of the Architect and builder through the process.

A.2 Form of Contract

.Offerors shall carefully review the Form of Contract (**Attachment M**) when submitting their proposal. To the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their proposal premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of Contract must be clearly identified and described in their proposal. **A proposal that fails to specifically identify and describe the requested changes shall be deemed non-responsive.**

A.3 Construction Manager Fees

As more fully described in the Form of Contract, this will be a cost plus a fixed fee with Guaranteed Maximum Price type contract. Offerors will be required to submit with their proposal the following: (i) a Preconstruction Fee; (ii) a Construction Management Fee; and (iii) a General Conditions Budget. Offerors will be required to submit with their proposal an Offer Letter (**Attachment B**) on the Offeror's letterhead that provides each of these pricing components.

Preconstruction Fee – The Preconstruction Fee shall be a fixed fee including all of the Offerors costs associated with Preconstruction Phase, including, but not limited to design reviews, trade bidding and the development of a GMP for the Project. The costs of early release work should not be included in the Preconstruction Fee.

General Conditions Budget – The Cost of General Conditions, as defined in the Form of Contract, will be reimbursable at the Offeror's cost, without mark-up of any kind, as a Cost of the Work subject to a cap equal to the General Conditions Budget bid by the Offeror. The General Conditions Budget is a line item guarantee for the Cost of General Conditions.

Construction Management Fee – The Construction Management Fee shall be a fixed fee including all of the Offeror's costs that are not reimbursable as a Cost of the Work, including the Offeror's overhead and profit. Insurance and bonds will be reimbursable at cost and without mark-up and should not be included in the Construction Management Fee.

It is the Department's intent to engage the Construction Manager to advance the design from Notice to Proceed through the end of May 31, 2019. The Construction Manager shall not be entitled to additional fees unless the Department makes additions to the scope provided for in the GMP Contract which causes the GMP to increase by more than ten percent (10%). Similarly, the Construction Manager shall not be entitled to an increase in the General Conditions Budget unless the Department makes additions to the scope provided for in the GMP Contract which will require the Construction Manager's services to extend beyond July 26, 2019. Please note, however, that punch list and close out activities may extend beyond the Substantial Completion Date and that such activities will not entitle the Construction Manager to additional fees or general conditions.

A.4 Incentive for On-time & On-Budget Completion

In the event the Project is both (i) substantially complete no later than March 29, 2019; and (ii) delivered for an amount that does not exceed the GMP, the Construction Manager will be entitled to an incentive fee in the amount of Ten Percent (10%) of the Construction Management Fee bid. If both of these goals (i.e. if the Project is late or over budget) are not, for any reason, met, the Construction Management Fee will be reduced by Ten Percent (10%). In the event the Construction Manager is able to achieve beneficial occupancy of the Project by February 1, 2019, the Construction Manager will be entitled to an incentive fee in the amount of \$150,000. The Form of Contract will provide more details on these provisions. In determining whether these goals have been met, the decision will be made irrespective of fault and regardless of whether the cause for failing to achieve these goals was within the Construction Manager's control.

A.5 Economic Inclusion

The Department requires that Local, Small and Disadvantaged Business Enterprises ("LSDBEs") participate in this project to the greatest extent possible. Thirty-Five Percent (35%) of the

Contract Work must be awarded to entities that are certified as Small Business Enterprises by the District of Columbia Department of Small and Local Business Development as outlined in Section C.

The Construction Manager and all of its sub-consultants, subcontractors, and suppliers shall enter into a First Source Employment Agreement (**Attachment G**) with the Department of Employment Services. Please see Section C of this RFP for additional information regarding the Economic Inclusion requirements.

A.6 Selection Criteria

Proposals will be evaluated in accordance with **Section D** of this RFP. The following evaluation criteria will be used:

- Relevant Experience and Past Performance (20 points)
- Key Personnel (20 points)
- Project Management Plan and Preliminary Schedule (40 points)
- Price (20 points)

Offerors will be eligible to receive up to 12 preference points based on the Offeror's status as a Certified Business Enterprise (CBE) thus the total points possible is 112.

A.7 Procurement Schedule

The schedule for this procurement is as follows:

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|---|----------------------------------|
| • Issue RFP | January 3, 2017 |
| • Pre-proposal Conference | January 10, 2017 |
| • Site Visits | January 11, 2017 |
| | Ward 3 (10:30 a.m. – 11:30 a.m.) |
| | Ward 5 (1:00 p.m. – 2:00 p.m.) |
| | Ward 6 (3:00 p.m. – 4:00 p.m.) |
| • Last Day for Questions/Clarifications | January 13, 2017 |
| • Proposals Due | January 24, 2017 |

A.8 Project Schedule

- | | |
|---|------------------------------|
| • Pre-construction services letter contract | February 28, 2017 |
| • Permit Set | May 26, 2017 |
| • GMP | August 30, 2017 |
| • Council Approval of Contract | mid-October 2017 (tentative) |
| • Substantial Completion | March 29, 2019 |

A.9 Attachments

Attachment A	Preliminary Designs
Attachment A1	Ward 3
Attachment A2	Ward 5
Attachment A3	Ward 6
Attachment B	Offer Letter
Attachment C	Bidder/Offeror Certification
Attachment D	Tax Affidavit
Attachment E	Subcontracting Plan
Attachment F	2017 Living Wage Act Notice and Factsheet
Attachment G	First Source Employment Agreement
Attachment H	Davis Bacon Wage Determination
Attachment I	Bid Bond Form
Attachment J	Bid Guaranty Certification
Attachment K	Past Performance Evaluation Form
Attachment L	Standard Contract Provisions (Construction)
Attachment M	Form of Contract

SECTION B SCOPE OF WORK

B.1 Scope of Work

The Construction Manager shall work with the Architect to advance the design for the new short term housing facilities and to construct the approved designs, as required by the GMP Contract no later than March 29, 2019. Without limiting the generality of the foregoing, the Construction Manager shall be required to provide all of the management, personnel, design services, hazardous material abatement, supervision, labor, materials and other services necessary to complete the Project. The Construction Manager's scope of work will be divided into two phases, (i) the Preconstruction Phase; and (ii) the Construction Phase.

B.2 Preconstruction Phase

The Preconstruction Phase will run from issuance of the notice to proceed through the execution of the GMP Amendment. During this phase, the Construction Manager shall work with the Architect to: (i) advance the design for the Project in consultation with the Department and its Program Manager; (ii) obtain bids from trade subcontractors to perform the work described in the Permit Set and provide bid tabulations to the Department; (iii) engage in any value engineering and scoping exercises necessary to return the cost of the work to the Project Budget; (iv) engage in preconstruction activities, including scheduling, cost estimating, and identifying any long-lead items; (v) develop a GMP proposal for the Project; and (vi) enter into a GMP for the Project.

B.2.1 Design Services

During the Preconstruction Phase, the Architect will develop a Permit Set of design documents for the Project. The Construction Manager shall have at least one "over the shoulder" review session for each major trade package with the Architect. These "over the shoulder" review sessions shall be scheduled at appropriate times for such review.

B.2.2 Trade Bidding Process

No later than May 1, 2017, the Construction Manager shall provide to the Department a written submission on the proposed bidding procedures. Such procedures shall include: (i) a list of proposed trade packages; (ii) a list of trade subcontractors that will be invited to bid on each such package; and (iii) a narrative description of the process. In addition to the information normally required in such bids, the Construction Manager shall also require subcontractors to provide an estimate of the percentage of labor hours performed in completing the subcontracted work which will be performed by District residents.

B.2.3 Bidding

The Construction Manager shall issue the approved Permit Set of design development documents for bidding. To ensure appropriate pricing, at least three (3) bids shall be required for each trade package that has an estimated value of more than \$100,000. The Construction Manager shall provide to the Department a bid tabulation, including the LSDBE participation estimates, of the trade bids obtained. Such bid tabulation should identify specifically any leveling of the trade bids.

B.2.4 Value Engineering & Scope Assessment

Based on the trade bids, the Construction Manager shall prepare a written report of suggested value engineering strategies necessary to reconcile the costs of constructing the Project with the Department's Project Budget. The Construction Manager shall meet with the Department's representatives to discuss any value engineering and changes in scope required to bring the project costs within the Project Budget.

B.2.5 GMP Formation

Based on any value engineering, scope modifications and approved changes in the Project Budget, the Construction Manager shall prepare and submit to the Department a GMP proposal. The Department's GMP proposal shall represent Construction Manager's offer to Fully Complete the Project. The GMP proposal shall include: (i) a line item construction budget; (ii) a detailed CPM schedule; (iii) a listing of the drawings upon which the GMP is based; (iv) an LSDBE Subcontracting Plan; and (v) a workforce utilization plan. In the event that the Department and the Construction Manager are unable to agree upon a GMP or schedule for the Project, the Department shall have the right to terminate the contract and assume any trade subcontracts held by the Construction Manager. In such an event, the Construction Manager shall only be entitled to Fifty Percent (50%) of the Preconstruction Fee.

B.2.6 Additional Preconstruction Services. In addition to those items enumerated above, the Construction Manager shall provide such preconstruction services as are necessary to properly advance the Project. These services shall include, but are not necessarily limited to, scheduling; estimating, conducting constructability reviews, preparing shop-drawings, and the ordering of long-lead materials.

B.2.7 Deliverables. The following deliverables are required during the Preconstruction Phase. In the event that the Construction Manager fails to provide any deliverable listed below, the Construction Manager shall forfeit the Preconstruction Fee.

- a. Preliminary Construction Schedule
- b. Cost Estimate of Design Development Documents
- c. Report of Suggested Value Engineering Strategies
- d. Schedule of long lead items and recommendations for purchase
- e. List of subcontractors from which the Construction Manager intends to solicit bids and bid procedures

- f. Trade bid tabulations, including all subcontractor proposals, scope assessments and identifying required leveling.
- g. GMP proposal

B.3 Construction Phase

During the Construction Phase, the Construction Manager shall be required to cause the construction to be completed in a manner consistent with the design documents approved by the Department. The Construction Manager shall provide all labor, materials, supervision and equipment necessary to fully construct the Project in accordance with the approved drawings and specifications no later than the Substantial Completion Date.

B.3.1 Management Services

In order to properly manage the Project, the Construction Manager shall be required to undertake the following tasks:

- a. Participate and assist in Project/Planning meetings, during all phases and provide a Project Manager for the entire duration of the Project.
- b. Provide and maintain a fully equipped office on-site to perform all required Construction Manager duties.
- c. Maintain full-time, on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log.
- d. Conduct weekly progress meetings following a contractor generated agenda with the Program Manager and all trades.
- e. Provide general safety and signage and posting for the project and see that each subcontractor prepares and submits adequate safety program and monitoring throughout the project.
- f. Provide biweekly written reports that include (i) an updated schedule analysis, including a two week schedule look ahead, (ii) an updated cost report, (iii) a review of cash flow, and (iv) a risk log.
- g. Manage the change order process with the trade subcontractors to verify validity, purpose, and cost.
- h. Prepare payment requests, verify accuracy and forward for approval and payment.
- i. Assemble close-out documents required.
- j. Provide assistance to DHS and DGS through any applicable warranty periods.

B.3.2 Mobilization

The Construction Manager shall at a minimum undertake the tasks described below.

- a. Take control of the site and install the necessary construction fences and other devices to properly secure the site.
- b. Abate hazardous materials, if necessary, in accordance with EPA and all jurisdictional agencies.

- c. Perform all interior and exterior demolition necessary to complete the Project.
- d. Complete salvaging and storing all items as identified by the Department.
- e. Pay all permits and fees associated with the Project, other than the building permit fees.
- f. Removing the balance of construction debris off site in accordance with all applicable rules and regulations of those jurisdictions having authority.

B.3.3 Trade Work; Subcontracts

It is contemplated that all or nearly all of the work will be performed by trade subcontractors under written subcontracts to the Construction Manager. The Construction Manager will not be permitted to self-perform work unless authorized pursuant to the form of contract.

B.3.4 Site Safety and Clean-up

The Construction Manager shall at a minimum undertake the tasks described below

- a. Provide a safe and efficient site. Controlled access shall be required.
- b. Provide wheel washing stations on site so as to prevent the accumulation of dirt and other refuse on the streets surrounding the project site.
- c. Provide site security.
- d. Pay for the cost of all utility fees during the construction of the Project, including, but not limited to, the cost of temporary power used and the cost of installing such temporary wiring as may be required to bring power to the site; Pepco design fees; and all DC Water fees, including usage.
- e. Pay for the cost of all temporary construction necessary on the site.

B.3.5 Close-out & FF&E

B.3.5.1 The Construction Manager shall purchase and provide furniture, fixtures and equipment (FF&E). A detailed list of FF&E requirements will be developed during the Preconstruction Phase.

B.3.5.2 The Construction Manager shall prepare and submit at close-out a complete set of product manuals, warranties, etc. The Construction Manager shall also provide the Department with a complete set of its Project files, including, but not limited to, shop drawings, O&M Manual etc. at close out so as to assist the Department in operating the building. The Construction Manager shall be required to provide recorded training, As-Builts, and Attic Stock as part of the Project close-out.

B.3.5.3 The Construction Manager shall provide cleaning services prior to move-in, including, but not limited to, the obligation to deliver a broom clean building at the end of construction.

B.4 Move in Period

The Construction Manager shall ensure the project is Substantially Complete no later than March 29, 2019. Punchlist and other non-disruptive work may continue after that date provided it is completed prior to TBD. The Construction Manager will be required to coordinate such work with DGS and DHS personnel. It is contemplated that the Construction Manager will be required to provide an on-site crew of laborers to assist in moving furniture and other small jobs as requested by the Department.

B.5 Key Personnel

The Construction Manager shall provide at a minimum the following Key Personnel: (i) the Project Executive; (ii) the Field Superintendent; (iii) the Project Manager who will supervise the interior design and work; (iv) the Project Manager who will supervise the MEP and structural work; and (v) the Project Scheduler, proficient in P6 who will maintain the project schedule. The Construction Manager shall not reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement.

B.6 Licensing, Accreditation and Registration

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

B.7 Conformance with Laws

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

B.8 Davis-Bacon Act

The Davis-Bacon Act is applicable to this Project. As such, the Construction Manager and its trade subcontractors shall comply with the wage and reporting requirements imposed by that Act.

B.9 Apprenticeship Act

The Apprenticeship Act shall apply to this contract and the Construction Manager and all of its trade subcontractors shall be required to comply with that act.

B.10 Living Wage Act

The Living Wage Act (**Attachment F**) is applicable to this Project. As such, the Construction Manager and its trade subcontractors shall comply with the wage and reporting requirements imposed by that Act.

B.11 Standard Contract Provisions

The Standard Contract Provisions provided as **Attachment L** are applicable to this project.

B.12 Time if of the Essence

Time is of the essence with respect to the contract. The Project must be Substantially Complete by March 29, 2019. As such, the Construction Manager must dedicate such personnel and other resources as are necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

SECTION C ECONOMIC INCLUSION

C.1 Preference for Small, Local and Disadvantaged 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 C), the District shall apply preferences in evaluating bids from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

C.1.1 Application of Preferences

Under the provisions of the Act, preferences shall be given to Contractors that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, or being a local business enterprise with its principal office located in an enterprise zone. In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror’s proposal:

- (a) Three (3) points shall be awarded for a small business enterprise (SBE);
- (b) Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- (c) Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business.
- (d) Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- (e) Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- (f) Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.
- (g) Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.
- (h) Two (2) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise.

C.1.2 Maximum Preference Points Awarded

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

C.1.3 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).

C.1.4 Verification of Contractor's Certification as a Certified Business Enterprise

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

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

C.2 LSDBE Utilization

C.2.1 The mandatory subcontracting requirements are as follows:

- (a) Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing in accordance with D.C. Official Code § 2-218.51, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- (b) If there are insufficient SBEs to completely fulfill the requirement of paragraph (a)(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.
- (c) A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections C.2.1 (a) and C.2.1 (b) of this clause.
- (d) Except as provided in C.2.1 (e) and C.2.1 (f), a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

- (e) A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- (f) Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- (g) A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.
- (h) A list of Certified Business Enterprises can be found on the District of Columbia, Department of Small and Local Business Development website at [http://dslbd.dc.gov/ DC/DSLBD](http://dslbd.dc.gov/DC/DSLBD), click on “Doing Business in the District”, click on “Find CBE Certified Contractors.”

C.2.2 Subcontracting Plan

If a bidder is required by law to subcontract under this Contract, it must submit a subcontracting plan in accordance with D.C. Official Code § 2-218.46 (d). The plan shall be submitted as part of the bid and may only be amended with the prior written approval of the Contracting Officer (CO) and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District. Each subcontracting plan shall include the following:

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

C.2.3 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, Project Manager, District of Columbia Auditor and the Director of DSLBD.

C.2.4 Subcontracting Plan Compliance Reporting

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

- (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.

C.2.4.1 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.

C.2.5 Annual Meetings

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

C.2.6 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.

C.2.7 Enforcement and Penalties for Breach of Subcontracting Plan.

C.2.7.1 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.

C.2.7.2 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.

C.2.7.3 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 for default pursuant to the terms set forth in the Standard Contract Provisions.

C.3 Residency Hiring Requirements for Contractors & Subcontractors.

C.3.1 At least fifty-one percent (51%) of the Contractor's team and every sub-consultant's employees hired after the Contractor enters into a contract with the Department, or after such sub-consultant enters into a contract with the Contractor, to provide the required goods or services, shall be residents of the District of Columbia. In addition, the Contractor shall use commercially reasonable best efforts to comply with the workforce percentage requirements established by the adopted amendments to the First Source Employment Agreement Act of 1984

(D.C. Code §§ 2-219.01 *et seq.*) and any implementing regulations, including, but not limited to, the following requirements for contracts in excess of Five Million Dollars:

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

C.3.2 Upon execution of the contract, the Contractor and all of its member firms, if any, and each of its subcontractors and sub-consultants shall submit to the Department a list of current employees that will be assigned to work under the contract, the date that they were hired and whether or not they live in the District of Columbia.

C.3.3 The Contractor shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, including by not limited to the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011, and the rules and regulations promulgated thereunder. The Contractor and all member firms, subcontractors, tier subcontractors, sub-consultants, and suppliers with contracts in the amount of \$300,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement (**Attachment G**) with the D.C. Department of Employment Services (“DOES”) upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work; (iii) make best efforts to hire at least 51% District residents for all new jobs created under the contract; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10th of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in a program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of \$500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

C.4 Subcontracting Administration

The Contractor shall, through Subcontractors or its own forces, perform all of the Work necessary to construct the Project so that it is complete, safe, and properly built in strict accordance with the Contract Documents. Without limitation, the Contractor shall provide all of the labor, materials, tools, equipment, temporary services, and facilities necessary to complete the construction and installation of the Project. The Work shall be carried out in a good and workmanlike, first-class manner, and in timely fashion. All materials and equipment to be incorporated into the Project shall be new and previously unused, unless otherwise specified, and shall be free of manufacturing or other defects. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered

defective. If required by the Department, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

C.4.1 It is understood that the Contractor may, subject to the terms of this Contract, including but not limited to Sections C.2. and C.3 of this RFP, subcontract a portion of the work to a Subcontractor pursuant to written contract with the Contractor; provided, however, that the Contractor shall not be permitted to subcontract all or substantially all of the Work to a single Subcontractor.

C.4.2 The Department may at any time direct the Contractor to terminate any Subcontractor or supplier performing services or providing goods on the Project and may require the Contractor to replace such Subcontractor or supplier.

C.4.3 The Department may elect to review the form of any such subcontract or agreement with a material supplier to insure that such contract incorporates the contractual provisions required by this Agreement.

C.4.4 The Contractor shall solidify all services and materials for the Project over \$25,000 (other than Self-Performed Work) via written subcontracts or, for contracts requiring provision of materials or equipment only, and not labor, via written supply agreements. All subcontracts and supply agreements shall include the following provisions:

C.4.5 The Contractor agrees that all of its subcontracts and supply agreements for Work to be performed within the scope of this Agreement shall include the following provisions:

C.4.5.1 that, to the extent of the Work or supply within the Contract's scope, the Subcontractor or supplier is bound to the Contractor for the performance of all obligations which the Contractor owes the Department under the Contract;

C.4.5.2 that the Subcontractor or supplier is not in privity with the Department and shall not seek compensation directly from the Department on any third-party beneficiary, quantum meruit, or unjust enrichment claim, or otherwise, except as may be permitted by any applicable mechanic's lien law;

C.4.5.3 that the Department is a third-party beneficiary of the subcontract or supply agreement, entitled to enforce any rights thereunder for its benefit;

C.4.5.4 that the Subcontractor or supplier consents to assignment of its agreement to the Department, at the Department's sole option, if the Contractor is terminated for default;

C.4.5.5 that the Subcontractor or supplier shall comply immediately with a written order from the Department to the Contractor to suspend or stop work;

C.4.5.6 that the Subcontractor or supplier shall maintain records of all Work it is requested or authorized to do on a time and material or cost-plus basis, or with respect to claims that it has asserted on a time and materials or cost-plus basis, during the Project and for a period

of time specified in the General Conditions and requiring the Subcontractor or supplier to make those records available for review or audit by the Department during that time;

C.4.5.7 that the Subcontractor shall obtain and maintain, throughout the Project, workers' compensation insurance in accordance with the laws of the District of Columbia (This provision is not applicable to supply agreements.);

C.4.5.8 that, if the Department terminates the Contract for convenience, the Contractor may similarly terminate the subcontract or supply agreement for convenience, upon seven (7) days' written notice to the Subcontractor or supplier, and that the Subcontractor or supplier shall, in such a case, be entitled only to the costs set forth in the Standard Contract Provisions;

C.4.5.9 that the Department shall have the right to enter into a contract with the Subcontractor or supplier for the same price as its subcontract or supply agreement price less amounts already paid, if the Contractor files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it;

C.4.5.10 that the Subcontractor or supplier shall not be entitled to payment for defective or non-conforming work, materials or equipment, and shall be obligated promptly to repair or replace non-conforming work, materials or equipment at its own cost;

C.4.5.11 that Subcontractors and suppliers promptly pay Subcontractors and suppliers at lower tiers, imposing upon the Subcontractors and suppliers a duty to pay interest on late payments, and barring reimbursement for interest paid to lower tier Subcontractors or suppliers due to a Subcontractor's or supplier's failure to pay them in timely fashion;

C.4.5.12 that all Subcontractors at all tiers comply with the provisions of Sections C.2 and C.3 (LSDBE Utilization and Residency Hiring Requirements, respectively); provided, however, that the Contractor may, in its reasonable discretion impose a different LSDBE subcontracting goal on some or all of its Subcontractors; provided, further, however, that nothing in this provision shall be deemed to excuse the Contractor from using its best efforts to achieve the LSDBE subcontracting goal on an aggregate basis for the Project;

C.4.5.13 that allows the Contractor to withhold payment from the Subcontractor if the Subcontractor does not meet the requirements of the Subcontract;

C.4.5.14 that requires a lien and claim release as well as waiver provisions substantially identical to those in this Contract.

C.4.5.15 Within seven (7) days of receiving any payment from the Department including amounts attributable to Work performed, or materials or equipment supplied, by a Subcontractor or supplier, the Contractor shall either pay the Subcontractor or supplier for its proportionate share of the amount paid to the Contractor for the Subcontractor's or supplier's Work or materials or equipment, or notify the Department and the Subcontractor or supplier, in writing, of the Contractor's intention to withhold all or part of the payment and state the reason for the withholding. All monies paid to the Contractor under the Contract shall be used first to

pay amounts due to Subcontractors or suppliers supplying labor or materials for the Project and only money remaining after such payments are made may be retained by the Contractor.

C.4.5.16 Monies paid to the Contractor for work performed or goods provided by a Subcontractor or supplier shall be deemed to have been fully paid to the Subcontractor or supplier. Any interest paid to Subcontractors or suppliers because the Contractor has failed to pay them in timely fashion shall not entitle the Contractor to a Change Order.

C.4.5.17 The Contractor shall not substitute or replace any Subcontractor or supplier certified by DSBLD without the Department's prior written consent.

C.4.5.18 The Department has the right to contact Subcontractors or suppliers at all tiers or material or equipment suppliers directly to confirm amounts due and owing to them or amounts paid to them for Work on the Project, and to ascertain from the Subcontractors or suppliers at all tiers their projections of the cost to complete their Work or to supply their material or equipment, or the existence of any claims or disputes. In doing so the Department shall not issue any directions to Subcontractors or suppliers at any tier.

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Evaluation Process

The Department shall evaluate submissions and any best and final offers in accordance with the provisions of this **Section D** and the Department's Procurement Regulations.

D.2 Evaluation Committee

Each submission shall be evaluated in accordance with this **Section D** by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the Offeror(s) whose submissions are determined by the source selection official to be the most advantageous to the Department.

D.3 Oral Presentation

The Department does not intend to interview Offerors; however, it reserves the right to interview Offerors in the competitive range if necessary. If the Department conducts such interviews, each Offeror within the competitive range shall make an oral presentation to the Department's Evaluation Committee, and participate in a question and answer session. The purpose of the oral presentation and the question and answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The submission will be re-scored at the conclusion of the oral presentation.

D.3.1 Length of Oral Presentation

Each Offeror will be given up to sixty (60) minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately forty five (45) minutes for the Evaluation Committee to assess the presentation and prepare questions. The Offeror will then respond to questions from the Department's Evaluation Committee for no more than ninety (90) minutes.

D.3.2 Schedule

The order of presentation will be selected randomly and the Offerors will be informed of their presentation date before the beginning of oral presentations. The Department reserves the right to reschedule any Offeror's presentation at the discretion of the contracting officer.

D.3.3 Offeror Attendees

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this project. Each Offeror will be limited to seven (7) persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's

assessment of the key areas of responsibility that are deemed essential to the successful completion of the Project.

D.3.4 Topics

The Offeror may present information about its capabilities and special qualifications to serve as a contractor for this Project, including the qualifications of key personnel.

D.4 Proposal Evaluation

Each proposal will be scored on a scale of zero (0) to one hundred (100) points. Offerors will be eligible to receive up to twelve (12) additional points based on the Offerors status as certified business enterprises 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, as well as the direct experience with the Offeror of the members of the evaluation panel and others involved in the evaluation process. The Contract 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 either the highest evaluated score or the lowest price. Notwithstanding the terms of this Section D.4, nothing herein shall prevent the source selection official from determining that the lowest price offer is the most advantageous to the District.

D.4.1 Technical Evaluation Factors

D.4.1.1 Relevant Experience & Past Performance (20 points)

The Department desires to engage a Construction Manager with the experience necessary to realize the objectives set forth in the RFP. This component will be evaluated based on the Construction Manager's demonstrated experience and past performance in:

- a. Construction of short term housing or facilities similar to this Project;
- b. Construction projects on a challenging site;
- c. Construction of projects in an urban setting;
- d. Knowledge of, and access to, the local subcontracting market; and
- e. Knowledge of the local regulatory agencies and Code Officials.
- f. Completing projects on-time;
- g. Completing projects on-budget;

In evaluating these subfactors, the Department will consider, among other things, the Offeror's track record in delivering projects on-time and on-budget. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. This element of the evaluation will be worth up to twenty (20) points.

D.4.1.2 Key Personnel (20 points)

The Department desires that the Construction Manager assign the appropriate number of personnel having the necessary seniority to implement a project of this type. The Offeror shall ensure Key Personnel proposed for this Project have experience in completing similar projects on-time and on-budget. The availability of personnel, experience working together and each such individual should have the necessary level of experience and education for his or her proposed role. Proposals shall identify, at a minimum, (i) the Project Executive; (ii) the Project Manager who will supervise the interior design and work; (iii) the Project Manager who will supervise the MEP design and work; (iv) the Field Superintendent; and (v) the Project Scheduler. This element of the evaluation will be worth up to Twenty (20) points.

D.4.1.3 Project Management Plan and Preliminary Schedule (40 points)

The Department desires to engage a Construction Manager that clearly understands the project. The Construction Manager's Project Management Plan shall clearly explain how the Construction Manager intends to manage and implement the Project. The Project Management Plan should demonstrate a knowledge of the processes, impediments that must be overcome and ensure that sufficient staffing will be provided to complete the project on-time and on-budget.

At a minimum, the plan should: (i) explain how the Construction Manager will manage the preconstruction process, including steps to make sure the documents are properly coordinated and that Code Official comments are addressed; (ii) explain how the Construction Manager will manage the cost estimating and value engineering process; (iii) explain how the Construction Manager proposes to staff and handle construction administration; and (iv) describe the key challenges specific to the Project sites and explain how the Construction Manager will overcome or mitigate the challenges. Offerors should include proposed value engineering ideas with their proposals.

The Project Management Plan shall also: (i) identify the key personnel and their specific roles in managing the Project; (ii) identify the key milestone dates, provide a description of how these dates will be achieved, and describe the phasing of construction, if any; and (iii) describe the cost control management structures that will be used to ensure the Project is delivered on-budget.

Offerors should submit with their Project Management Plan a Critical Path Method (CPM) schedule that shows the anticipated manner in which the Project will be constructed by the substantial completion date. The schedule should show sufficient level of detail so as to demonstrate the Offeror's understanding of the Project and the key issues related to the Project. This element of the evaluation is worth up to forty (40) points.

D.4.2 Price (20 points)

Offerors shall provide a Preconstruction Fee, a Construction Management Fee and a General Conditions Budget. These price components will be worth up to twenty eight (20) points.

SECTION E PROPOSAL ORGANIZATION AND SUBMISSION

This section outlines specific information necessary for the proper organization and manner in which Offerors' Proposals should be proffered. References are made to other sections in this RFP for further explanation.

E.1 Submission Identification

Submissions shall be proffered in two volumes, a Technical volume and a Price volume. Offerors shall submit one (1) original and four (4) copies of the Technical volume that includes the information set forth in **Section E.4.1** below as well as one (1) original and two (2) copies of the Price volume that includes the information set forth in **Section E.4.2** below. Copies of the technical proposal should **not** include the Form of Offer Letter or any spreadsheet or other pricing document referenced in the Form of Offer Letter. The original volumes of the Offeror's submission shall be placed in a sealed envelope conspicuously marked: "Construction Manager At-Risk Services for Wards 3, 5 and 6 Short Term Family Housing Projects."

E.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

DC Department of General Services
Contracts & Procurement Division
Frank D. Reeves Center
2000 14th Street, NW, 8th Floor
Washington, DC 20009
Attn: George G. Lewis, Interim Associate Director

E.3 Date and Time for Receiving Submissions

Submissions shall be received no later than 2:00 pm EDT, on January 24, 2017. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

E.4 Submission Size, Organization and Offeror Qualifications

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. The submission shall be organized in two volumes as follows:

E.4.1 Technical Proposal

Executive Summary

The Technical Proposal shall include an Executive Summary identifying the name(s) and address(es) of each firm included in the Offeror's proposal. The summary shall provide a brief profile of each firm including the role of the firm for this project, the size, age and history of the firm and a discussion of the each firm's area of specialty. The Executive Summary shall also identify the Construction Manager's single point of contact. The Executive Summary shall be followed by the following clearly marked sections.

E.4.1.1 Relevant Experience and Past Performance

The Offeror shall provide at a minimum the following information to demonstrate the Construction Manager's experience and past performance successfully completing projects similar in size and scope on-time and on-budget:

- a. Detailed descriptions of no more than eight (8) projects that best illustrate the Construction Manager's teams experience and capabilities relevant to this project. 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.
 4. The delivery method implemented on the project.
 5. The start and end dates for construction.
 6. The date of builder's engagement and point during the design process at which builder was engaged (e.g., schematic design 50% complete; schematic design 100%complete, etc.).
 7. The initial substantial completion date and initial contract value, also noting the contract type (i.e., GMP, NTE or Lump Sum).
 8. The level of completion of design documents that the initial contract value was based on.
 9. The actual substantial completion date and the final contract value.
- b. The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms (**Attachment K**) are completed and submitted on behalf of the Contractor directly to James H. Marshall at james.marshall@dc.gov before the due date for proposals.
- c. The Offeror shall ensure that a minimum of two (2) Past Performance Evaluation forms (**Attachment K**) are completed and included in the Contractor's proposal for each proposed subcontractor, as applicable.

If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture.

E.4.1.2 Key Personnel

The Offeror shall provide at a minimum the following information to demonstrate the availability and experience of the Construction Manager's Key Personnel and team to successfully complete projects similar in size and scope on-time and on-budget:

- a. Description of the Construction Manager's team organization including an Organizational chart illustrating the Construction Manager's Key Personnel and other key team members and the reporting lines and accountability.
- b. Identify, at a minimum: (i) the Project Executive; (ii) the Project Manager who will supervise the interior design and work; (iii) the Project Manager who will supervise the MEP design and work; (iv) the Superintendent responsible for the Project; and (v) the Project Scheduler, proficient in P6 who will maintain the project schedule and describe the specific experience of each key personnel working on projects similar to the required work as described in **Section B** of this RFP;
- c. Provide resumes for the key personnel identified above that demonstrates their ability to successfully complete the work required by this RFP;
- d. Provide a chart showing the experience that the key team members have working together.
- e. Provide a table that identifies all key personnel and other key team members that will be assigned to this Project. The table should include: (i) the individual's name; (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this project); and (iv) the time periods during which the individual will be assigned to the Project; (v) whether the individual's involvement in the Project is funded from the General Conditions Budget or the Construction Management Fee

E.4.1.3 Project Management Plan and Preliminary Project Schedule

The Offeror shall provide a Project Management Plan that clearly demonstrate the Construction Manager's comprehensive understanding of the Project including the implementation and management of the Project, knowledge of processes, potential project specific impediments, The Project Management Plan shall address all elements described in D.4.1.3.

In addition, each Offeror shall prepare a Preliminary Project Schedule that shows how the Offeror intends to complete the Project in a timely manner. The schedule shall be prepared using the CPM format and should show key logic ties and activity durations. The schedule shall

further demonstrate the Offeror's understanding of the Project and a workable method to deliver the Project in a timely manner.

E.4.2 Price Proposal

The Price proposal shall be organized as follows:

E.4.2.1 Offer Letter

Each Offeror shall submit an Offer Letter (**Attachment B**). Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the proposal non-responsive.

E.4.2.2 Price Proposal Attachments

- a. Bidder-Offeror Certification Form - Each Offeror shall complete and submit with its Price Proposal the Bidder-Offeror Certification Form attached hereto as **Attachment C**.
- b. Tax Affidavit - Each Offeror must submit a completed tax affidavit (**Attachment D**). In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government.
- c. SBE Subcontracting Plan - Each Offeror shall complete and submit as part of its Price Proposal a Subcontracting Plan (**Attachment E**).
- d. First Source Employment Agreement - Each Offeror shall complete and submit as part of its Technical Proposal a First Source Employment Agreement (**Attachment G**).
- e. Bid Bond - Each Offeror shall submit with their Price Proposal a bid bond (**Attachment I** or **Attachment J**) in the amount of 5% of the Offeror's bid as further explained in Section H.1.

SECTION F BIDDING PROCEDURES & PROTESTS

F.1 Contact Person

For information regarding this RFP please contact:

James Marshall
Contract Specialist
Division of Contracting & Procurement
Department of General Services
2000 14th Street, NW | 8th Floor
Washington, DC 20009
Desk: 202-727-7119

F.2 Preproposal Conference and Site Visits

F.2.1 A Preproposal conference will be held on January 10 at 10:00 am. The conference will be held at the 1250 U Street NW 4th Floor, Capitol Hill Conference Room, Washington, DC, 20009. Interested Offerors are strongly encouraged to attend.

F.2.2 Site Visits have been scheduled for January 11, 2017. The Ward 3 site visit will be held from 10:30 a.m. – 11:30 a.m. at 3328 Idaho Street SE, Washington, DC. The Ward 5 site visit will be held from 1:00 p.m. – 2:00 p.m. at 1700 Rhode Island Avenue NE, Washington, DC. The Ward 6 site visit will be held from 3:00 p.m. – 4:00 p.m. at 850 Delaware Avenue SW, Washington DC

F.3 Explanations to Prospective Offerors

Each Offeror should carefully examine this Request for Proposals and any and all amendments or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation shall be furnished promptly to all other Offerors as and amendment to this RFP if in the sole discretion of the Department that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding.

Requests should be directed to James Marshall at james.marshall@dc.gov by January 13, 2017. The person making the request shall be responsible for prompt delivery.

F.4 Protests

Protests shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering submissions. In all other cases, a protester shall file the protest within ten (10) days after the protester knows or should have known whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This section is intended to summarize the bid protest procedures and is for the convenience of the Offerors only. To the extent any provision of this section is inconsistent with the Procurement Regulations, the more stringent provisions shall prevail.

F.5 Contract Award

This procurement is being conducted in accordance with the provisions of Section 4721 of the Department's Procurement Regulations (27 DCMR § 4721). Where multiple projects are included in a single solicitation, Offerors are eligible to receive one award per project unless it is determined to not to be in the District's best interest.

F.6 Retention of Submissions

All submissions shall be retained by the Department and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the submissions shall become the property of the Department and the Department shall the right to distribute or use such information as it determines.

F.7 Examination of Submissions

Offerors are expected to examine the requirements of all instructions (including all amendments, attachments and exhibits) in this RFP. Failure to do so shall be at the sole risk of the Offeror and may result in disqualification.

F.8 Late Submissions: Modifications

- A. Any submission or best and final offer received at the office designated in this RFP after the exact time specified for receipt shall not be considered.

- B. Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in F.8.A stated above.
- C. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the submission wrapper or other documentary evidence of receipt maintained by the installation.
- D. Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- E. Submissions shall be irrevocable and remain in full force and effect for a period not less than one hundred twenty (120) days after receipt of submissions.

F.9 No Compensation for Preparation of Submissions

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

F.10 Rejection of Submissions

The Department reserves the right, in its sole discretion to:

- A. Cancel this solicitation or reject all submissions.
- B. Reject submissions that fail to prove the Offeror's responsibility.
- C. Reject submissions that contain conditions and/or contingencies that in the Department's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- D. Waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
- E. Take any other action within the applicable Procurement Regulations or law.
- F. Reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.

F.11 Limitation of Authority

Only a person with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

SECTION G INSURANCE REQUIREMENTS

G.1 Required Insurance

The Contractor shall maintain the following types of insurance throughout the life of the contract.

G.1.1 Commercial general public liability insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than Five Million Dollars (\$5,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Five Million Dollars (\$5,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage. The Construction Manager will be required to maintain this coverage in force for a period of at least three (3) years after substantial completion.

G.1.2 Workers’ compensation and Employers Liability coverage providing statutory benefits for all persons employed by the contractor, or its contractors and subcontractors at or in connection with the Work.

G.1.3 Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

G.1.4 Excess umbrella liability coverage (on at least a follow form basis) and when combined with the general liability policy has an aggregate limit of at least Ten Million Dollars (\$10,000,000).

G.1.5 Builder’s risk insurance written on an “all risk” basis and covering the value of the improvements being constructed. This coverage does not need to be maintained until such time as construction operations begin.

G.1.6 Contractor’s pollution legal liability policy of at least Two Million Dollars (\$2,000,000) for the duration of the Project and a period of three (3) years after Substantial Completion of the Project.

G.1.7 The Contractor shall maintain errors and omissions coverage with a policy limit of at least Five Million Dollars (\$5,000,000).

G.2 Additional Insureds

Each insurance policy shall be issued in the name of the contractor and shall name as additional insured parties the Department and the District of Columbia, and shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

G.3 Waiver of Subrogation

All such insurance policies shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

G.4 Strength of Insurer

All insurance policies shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best's rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed/approved to do business in the District of Columbia.

SECTION H BONDS

H.1 Bid Bond

Offerors are required to submit with their proposal a bid bond in the amount of five percent (5%) of the Offeror's bid price (**Attachment I**). All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties. Alternatively, Offerors may submit a cashier's check or irrevocable letter of credit in lieu of a bid bond. However, in the event an Offeror who is awarded a contract fails to post a payment and performance bond for the full value of the contract, the Offeror shall thereby forfeit the full amount of the cashier's check or letter of credit, and the Department shall collect such funds as liquidated damages. If the Offeror chooses to submit a cashier's check or letter of credit in lieu of a bid bond, the Offeror must complete the form included as **Attachment J** and return, notarized, with the Offeror's bid. Letters of credit must be: (i) unconditional and standby; (ii) irrevocable; (iii) issued by an FDIC insured institution that is reasonably acceptable to DGS; and (iv) able to be drawn on in the Washington, DC metropolitan area. The letter of credit shall provide that it may be drawn upon if the holder of the letter of credit submits a signed statement by DGS's contracting officer stating that the Offeror has failed to enter into a contract consistent with the terms of this procurement and the Offeror's bid submitted thereunder.

H.2 Trade Subcontractor Bonds

The Form of Contract will require that all trade subcontractors provide a payment and performance bond having a penal value equal to one hundred percent (100%) of the cost of the trade subcontract. All such bonds shall be written on a dual-obligee basis.

H.3 Contractor's Payment and Performance Bond

In addition to the trade subcontractor bonds required by Section H.2, the Construction Manager shall provide a payment and performance bond having a penal value equal to the letter contract, as applicable and GMP at the time the GMP Contract is executed.