Revised
Attachment C

[Offeror's Letterhead]

[Insert Date]

District of Columbia Department of General Services
2000 14th Street, NW
Washington, D.C. 20009

Att'n: Greer Gillis
Director & Chief Contracting Officer

Reference: Request for Proposals (RFP) DCAM-17-CS-0030
Design-Build Services for Maury Elementary School

Dear Mrs. Gillis:

On behalf of [INSERT NAME OF BIDDER] (the "Offeror"), I am pleased to submit this proposal in response to the Department of General Services' (the "Department" or "DGS") Request for Proposals (the "RFP") to provide design-build services for Kimball Elementary School. The Offeror has reviewed the RFP and the attachments thereto, any amendments thereto, and the proposed Form of Contract (collectively, the "Bid Documents") and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit the Offeror's Bid in response to the RFP. The Offeror's proposal, the Design-Build Fee (as defined in paragraph A), and the Maximum Cost of General Conditions (as defined in paragraph B) are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents (collectively, the proposal, the Design-Build Fee, and the Maximum Cost of General Conditions are referred to as the "Offeror's Bid.").

The Offeror's Bid is as follows:

Base Bid ($15 Million Construction Cost) 457 Students:

Description	$ Amount
A. Preconstruction Fee	$_____
B. Design Fee	$_____
C. Design Build Fee	$_____
D. General Conditions	$_____
Total:	$_____

Option ($27 Million Construction Cost) 539 Students:

Description	$ Amount
A. Preconstruction Fee	$_____

Description	$ Amount
B. Design Fee	$_____
C. Design Build Fee	$_____
D. General Conditions	$_____
Total:	$_____

The Offeror acknowledges and understands that Design-Build Fee is a firm, fixed price and other than as permitted in the Form of Contract will not be subject to further adjustment. The Offeror further acknowledges that Forty Percent (40%) of the Design-Build Fee shall be at risk, and the Offeror shall be entitled such portion if such portions are earned in accordance with the Form of Contract.

A. The estimated cost of the Offeror's general conditions (the "Maximum Cost of General Conditions") is set forth below. The Maximum Cost of General Conditions consists of the following elements:

Cost of construction staff (only field staff are reimbursable) $_____
Fringe Benefits associated with field staff costs $_____
Payroll taxes and payroll insurance associated with field staff costs $_____
Staff costs associated with obtaining permits and approvals $_____
Out-of-house consultants $_____
Travel, Living and Relocation expenses $_____
Job vehicles $_____
Field office for CM including but not limited to: $_____

- Trailer purchase and/or rental
- Field office installation, relocation and removal
- Utility connections and charges during the Construction Services phase
- Furniture
- Field offices for the Office and Program Manager
- Office supplies

Office equipment including but not limited to: $_____

- Computer hardware and software
- Fax machines
- Copy machines
- Telephone installation, system and uses charges

Job radios $_____
Local delivery and overnight delivery costs $_____
Field computer network $_____
First aid facility $_____
Progress photos $_____
Printing cost for drawings, bid packages, etc. $_____
Other (please itemize) $_____

Total Maximum Cost of General Conditions $_____

The Offeror acknowledges and understands that the Maximum Cost of General Conditions will be incorporated into the contract and that the Offeror will not be permitted to exceed the Maximum Cost of General Conditions unless it first obtains the written approval of the Department.

C. In addition, the Offeror hereby represents that, based on its current rating with its surety, the indicated cost of a payment and performance bond is [INSERT PERCENTAGE].

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

1. The Offeror agrees to hold its proposal open for a period of at least one hundred and twenty (120) days after the date of the bid.

2. Assuming the Offeror is selected by the Department and subject only to the changes requested in paragraph 5, the Offeror agrees to enter into a contract with the Department on the terms and conditions described in the Bid Documents within ten (10) days of the notice of the award. In the event the Offeror fails to do so, the Department shall have the right to levy upon the Offeror's bid bond.

3. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Offeror to the terms of the Offeror's Bid. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's Bid. In addition to any other remedies that the Department may have at law or in equity, the Department shall have the right to levy upon Bidder's Bid Bond in the event of a breach of this paragraph 3.

4. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the RFP in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.

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

6. The Offeror hereby certifies that neither it nor any of its team members have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or sub-consultant that is certified by the District of Columbia Office of Department of Small and Local Business Enterprises as a Local, Small, Resident Owned or Disadvantaged Business Enterprise

(collectively, "LSDBE Certified Companies") from participating in the work if another company is awarded the contract.

7. This bid form and the Offeror's Bid are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE OFFEROR].

Sincerely,

By: _____
Name: _____
Title: _____