

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



Addendum No. 4

To

**DESIGN-BUILD SERVICES 801 EAST SINGLE MEN'S SHELTER
Solicitation No: DCAM-19-CS-RFP-0057**

Issued: February 08, 2019

This Addendum No. 3 is issued and hereby published on the DGS website on February 08, 2019. Except as modified hereby, the Request for Proposals ("RFP") remains unmodified.

Item #1 Section 1.0 (Project Overview) is deleted and replaced with the following:

Section 1.0 Project Overview. The District of Columbia ("District") Department of General Services (the "Department" or "DGS") is issuing this Request for Proposals ("RFP") to engage a design-builder ("Design-Builder" or "Contractor") to develop a design and construct the 801 East Single Men's Shelter, located at 2700 Martin Luther King Jr. Ave, SE, Washington, DC 20032 (the "Project"). The Project will provide a new shelter, which will replace a smaller facility that presently exists on the St. Elizabeths East Campus in Washington, DC. The purpose of this RFP is to solicit proposals ("Proposals") to the RFP and determine which offeror(s) ("Offeror(s)") will be awarded the design-build contract ("Agreement", "Design-Build Agreement" or "Contract") to perform the design-build services (the "Services") for the Project.

Item #2 Section 1.2 (Project Budget and Funding Limitations) is deleted and replaced with the following:

Section 1.2 Project Budget and Funding Limitations. The Department has an approved construction budget of \$40 million dollars for this Project (hard cost). Upon award, the Agreement for the Services will be submitted to the Council of the District of Columbia for approval.

Item #3 A new section is inserted to Part 1 of the RFP, as follows:

Section 1.6.1 Department Designated Point of Contact. The Department's contracting officer(s) ("Contracting Officer(s)" or "CO(s)") are the only persons authorized to bind the District through the execution of a written contract or contract modification or change order.

Item # 4 The numbering of subsections (1.10.1) and (1.10.2) in Section 1.9 are revised to be (1.9.1) and (1.9.2).

Item #5 The section reference in Section 1.10.1 is revised, as follows:

Delete: Section 1.5

Insert: Section 1.4

Item #6 Section 2.0 (Scope of Work) is deleted and replaced with the following:

Section 2.0 Scope of Work: Under this RFP, the Department will engage a Design-Builder to provide any and all design and construction services required to design and complete the Project.

The Project shall be complete, operating and ready for use on or before the Substantial Completion Date and within the Project's budget specified in Part 1, Section 1.2 and Section 1.4 of this RFP.

Item #7 Paragraph (a) of Section 2.2.1.2 (Concept Design) is deleted and revised, as follows:

Delete: a) Conceptual floor plan and site plan.

Insert: a) Conceptual floor plan and conceptual site plan.

Item #8 Paragraph (g) of Section 2.2.1.2 (Concept Design) is deleted and revised, as follows:

g) Summary of required agency review, timetables, including but not limited to: Office of Planning ("OP") and Commission of Fine Arts ("CFA"), Historic Preservation Office ("HPO"), and National Capital Planning Commission ("NCPC").

Item #9 Insert a new paragraph (f) to Section 2.2.1.2 (Concept Design), as follows:

f) The Design-Builder will develop a draft final conceptual site plan/response and cost estimate informed by the comments obtained through the neighborhood concepts public workshop. The Design-Builder will submit the draft final conceptual site plan/response and cost estimate to DGS/DHR for review. The Design-Builder will make any appropriate modifications requested by the Department prior to presenting the final concept to the public.

Item #10 Section 2.2.2.1 (Schematic Design) is deleted and replaced with the following:

Section 2.2.2.1 Schematic Design. The Design-Builder shall prepare a schematic design that is a logical development of the approved concept design and is consistent with the Department's schedule, budget and programmatic requirements. The schematic design shall contain at least the level of detail contemplated in the AIA standard contract and shall contain such detail as is typically required for a schematic design under the AIA Best Practices. The design submittal shall specifically identify any deviations from the approved concept design and shall explain the rationale, cost and time implications associated with such deviation. The Department shall have the right to disapprove the schematic design submittal for any reason. Following review of the schematic design submission by DHS and the Department, the Design-Builder shall make revisions to the schematic design submission as necessary to incorporate comments, feedback and other direction provided by DHS and the Department. The Design-Builder's pricing shall assume that such revisions will be required, and such revisions shall not entitle the Design-Builder to additional compensation.

In general, the Design-Builder shall be required to undertake the following tasks during this phase:

- (a) Utilize findings and final concept plans, perform site visits as necessary, attend and/or facilitate meetings with stakeholders and District staff to review program of requirements, required utilities, drainage, zoning and traffic needs where/when necessary to develop Schematic Design Documents.
- (b) Obtain and review applicable District standards and guidelines for design (Design Criteria Manual, Unified Development Code, DHR Standards), where applicable, and provide a complete design that meets all applicable District codes. Coordinate security requirements with DC PSPD. Coordinate IT and Telecom requirements with DC OCTO and DC Net. Coordinate with CFA/NCPC for review and approval as necessary.
- (c) Attend and participate in community meeting(s) to update community regarding the Project.
- (d) Prepare a presentation and provide a minimum of three (3) presentation boards for each community meeting and present/display onsite. Presentation boards shall be in full color and include at least one (1) 3-D rendering.
- (e) LEED Certification work as required.

- (f) Prepare and submit three (3) hard-copy sets, and one (1) electronic copy in PDF, of Schematic Design Documents, Preliminary Specifications, Schematic cost estimate to the Project Manager for review and approval. Components to include, but are not limited to:
 - i. Site plans, paving layouts, traffic circulation
 - ii. Floor plans, building circulation, ADA requirements
 - iii. Design Narrative
 - iv. Plan-to-Program Comparison
 - v. Exterior elevations, rendering and color palette
 - vi. Critical building sections and details
 - vii. Relevant right of way information such as easements, building set-backs etc.
 - viii. Location of utilities and sizes
 - ix. Stormwater management
 - x. Preliminary MEP systems
 - xi. LEED Information as appropriate
 - xii. Copies of all surveys and reports
 - xiii. Updated schedule and cost estimate
 - xiv. A preliminary description of proposed building system upgrades (i.e. HVAC, roofs, windows, kitchen equipment, etc.). With regard to any proposed building system upgrade, the package shall include a narrative description of the proposed system and an estimated line item cost.
- (g) After receiving schematic design comments, meet and coordinate as necessary with:
 - i. Owner, stakeholders, and all relevant regulatory or reviewing agencies as necessary to review project requirements.
 - ii. Pepco, DC Water, DOOE and all others as necessary for infrastructure and utility requirements.

Item #11 The reference in Section 2.2.4.2 (Construction Document Review & Coordination) is revised as follows:

Delete: Section 2.2.5.1.

Insert: Section 2.2.4.1.

Item #12 Section 2.3.8 (Salvage Value) is deleted and replaced with the following:

Section 2.3.8 Salvage Value and Stored Items. The Design-Builder shall be responsible for salvaging and storing all items as identified by the Department, and to the benefit of the Department, in accordance with all applicable District laws and regulations, after notifying the Department and receiving the Department's permission to proceed.

Item #13 The following language is inserted at the end of Section 2.5.4 (Site Security):

The Design-Builder shall ensure site is locked during non-work hours.

Item #14 The following language is revised in Section 2.9.4 (Warranties & Manuals), as follows:

No later than thirty (30) days following the Substantial Completion Date, the Design-Builder shall prepare and submit: (i) a complete set of its Project files; (ii) a set of record drawings; (iii) "as-built" plan of the site including all the modifications performed during construction; (iv) warranty information on all design requirements; (iii) "as-built" plan of the site including all the modifications performed during construction; and (iv) warranty information on all design requirements.

Item #15 Section 2.9.4 (Eleven Month Walk) is deleted and replaced with the following:

Section 2.9.4 Walk Through Inspection. At the end of construction, the Design-Builder shall

perform a walk-through inspection in the presence of the Department's Program Manager and prepare a report stating any deficiencies found during the walk through, and ensure that all the deficiencies are corrected by the Design-Builder prior to demobilization.

Item #16 The language "Firm, fixed price" is deleted from Section 2.10 (Compensation).

Item #17 Section 2.12 is deleted and replaced with the following:

Section 2.12 Excluded Cost Elements. It is the Department's intent that the Design-Builder provide a turn-key solution for the implementation of the Project, and the budget set forth in Section 1.2 has been developed based on such framework. The Design-Builder shall advance the Project in a manner consistent with such budget and the understanding that only the following cost elements are excluded from the budget set forth in Section 1.2 of the RFP:

- a) 3rd Party Material Testing;
- b) Commissioning;
- c) 3rd Party Inspections;
- d) Costs of active DHS equipment;
- e) 3rd Party Plan Review; and
- f) Public Art.

Item #18 The following language is revised in Section 2.15 (Building Information Modeling (BIM)):

DGS is implementing Building Information Modeling (BIM) as a standard on the Project (Attachment A14).

Item #19 A new section is inserted to Part 2 of the RFP, as follows:

Section 2.21 Protection of Existing Elements. The Design-Builder shall protect all existing features, public utilities, and other existing structures during construction. The Design-Builder shall protect existing, site improvements, trees and shrubs from damage during construction. Protection extends to the root systems of existing vegetation. The Design-Builder shall not store materials or equipment, or drive machinery, within drip line of existing trees and shrubs.

Item #20 Section 3.0 (Evaluation Criteria) is deleted and replaced with the following:

Section 3.0 Evaluation Criteria.

Proposals will be evaluated in accordance with the following evaluation criteria:

- a) Past Performance, Relevant Experience & Capabilities of the Builder (10 points).
- b) Key Personnel of the Builder (10 points).
- c) Relevant Experience & Capabilities of the Architect/Engineer (10 points).
- d) Key Personnel of the Architect/Engineer (10 points).
- e) Project Management Plan & Schedule (40 points).
- f) Price (20 points).
- g) Certified Business Enterprise ("CBE") Preference (up to 12 points).

Item #21 Section 3.1 (Evaluation Process) is deleted and replaced with the following:

Section 3.1 Evaluation Process. The Department shall evaluate Offerors' Proposals and any best and final offers ("BAFO(s)") in accordance with the provisions of this Part 3 and the Department's Procurement Regulations. Proposal(s) include all items outlined in Part 5.

Item #22 Section 3.2 (Evaluation Committee) is deleted and replaced with the following:

Section 3.2 Evaluation Committee. Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the responsive and responsible Offeror(s) whose Proposal(s) are determined by the source selection official to be the most advantageous to the Department in accordance with D.C. Official Code § 2-354.03 and not necessarily the Offeror(s) with the highest score as evaluated per the factors in **Section 3.4** of this RFP.

Item #23 Section 3.4 (Proposal Evaluation) is deleted and replaced with the following:

Section 3.4 Proposal Evaluation. The Agreement will be awarded to the responsive and responsible Offeror found to be the most advantageous to the Department in accordance with D.C. Official Code § 2-354.03 and not necessarily the Offeror(s) with the highest evaluated score.

Item #24 The heading of Section 3.4.1 is deleted and replaced, as follows:

Past Performance, Relevant Experience & Capability of the Builder.

Item # 25 The following language is inserted to Section 3.4.1:

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance.

Item #26 Part 4 Economic Inclusion is deleted and replaced with the following:

Part 4 – Economic Inclusion is attached hereby as (Exhibit 1).

Item #27 The reference to attachment in paragraph (h) Section 5.4.6 (Price Proposal) is revised, as follows:

Delete: Attachment R.

Insert: Attachment I.

Item #28 The reference to attachment in Section 5.4.6 (Price Proposal) is revised as follows:

Delete: Attachment S.

Insert: Attachment R.

Item #29 Questions and Answers are hereby attached to this Addendum as (Exhibit 2).

Item # 30 A new section is inserted to Part 2 of the RFP, as follows:

Section 2.19 Buy American Act Provision. The Design-Builder shall comply with the provisions of the Buy American Act (41 U.S.C. § 10a), including, but not limited to, the purchase of steel.

2.9.1 In accordance with the Buy American Act (41 U.S.C. § 10a-10d), and Executive Order 10582, December 17, 1954 (3 CFR, 1954-58 Comp., p. 230), as amended by Executive Order 11051, September 27, 1962 (3 CFR, 1059—63 Comp., p. 635), the Design-Builder agrees that only domestic construction material will be used by the Design-Builder, subcontractors, material men and suppliers in the performance of the Agreement, except for non-domestic material listed in the Agreement.

“Components” as used in this Section, means those articles, materials and supplies incorporated directly into the end products.

“Domestic end product”, as used in this section, means, (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States, exceeds 50 percent of the cost of all its components.

Components of foreign origin of the same class or kind as the products shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

“End Products”, as used in this Section, means those articles, materials, and supplies to be acquired for public use under this Contract.

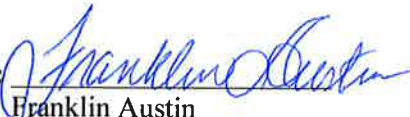
The Design- Builder shall deliver only domestic end products, except those:

1. For use outside the United States;
2. That the District determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;
3. For which the District determines that domestic preference would be inconsistent with the public interest; or
4. For which the District determines the cost to be unreasonable.

2.19.2 Domestic Construction Material. “Construction material” means any article, material or supply brought to the construction site for incorporation in the building or work. An unmanufactured construction material is a “domestic construction material” if it has been mined or produced in the United States. A manufactured construction material is a “domestic construction material” if it has been manufactured in the United States and if the cost of its components which have been mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. “Component” means any article, material, or supply directly incorporated in a construction material.

2.19.3 Domestic Component. A component shall be considered to have been “mined, produced, or manufactured in the United States” regardless of its source, in fact, if the article, material or supply in which it is incorporated was manufactured in the United States and the component is of a class or kind determined by the Government to be not mined, produced or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.

2.19.4 Foreign Material. When steel materials are used in a project a minimal use of foreign steel is permitted. The cost of such materials cannot exceed one-tenth of one percent of the total project cost, or \$2,500,000, whichever is greater.

By: 
Franklin Austin
Contracting Officer

Date: 2/8/2019

Exhibit 1

PART 4 - ECONOMIC INCLUSION

4.0 Preference for Small, Local, and Disadvantaged Business Enterprises

General: Pursuant to D.C. Official Code § 2-218.43, in evaluating bids or proposals, the Department shall award preferences as follows:

- a) Three points for a small business enterprise;
- b) Five points for a resident-owned business;
- c) Five points for a longtime resident business;
- d) Two points for a local business enterprise;
- e) Two points for a local business enterprise with its principal office located in an enterprise zone;
- f) Two points for a disadvantaged business enterprise;
- g) Two points for a veteran-owned business enterprise; and
- h) Two points for a local manufacturing business enterprise.

A certified business enterprise shall be entitled to any or all of the preferences provided in this section, but in no case shall a certified business enterprise be entitled to a preference of more than 12 points or a reduction in price of more than 12 percent.

4.1 Preferences for Certified Joint Ventures

A certified Joint Venture will receive preferences as determined by Department of Small and Local Business Development in accordance with D.C. Official Code § 2-218.39a (h).

- a) A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.
- b) Any vendor seeking certification in order to receive preferences under this RFP should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 850N
Washington DC 20001
(202) 727-3900

- c) All Offerors are encouraged to contact Department of Small and Local Business Development ("DSLBD") if additional information is required on certification procedures and requirements.

4.2 Subcontracting Plan

An Offeror responding to this RFP which is obligated to subcontract shall be required to submit with its Proposal, any subcontracting plan required by law. Offeror's responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting

plan that is required by law. If the Agreement is in excess of \$250,000, at least 50% of the dollar volume of the Agreement shall be subcontracted with a CBE, 35% with small business enterprises ("SBE") and 15% with resident owned business enterprises ("ROB"). Though the above requirements exceed the statutory requirements set forth in the Small and Certified Business Enterprise Development and Assistance Amendment Act of 2014, the Department desires the selected Offeror to provide the maximum level of participation for SBEs, CBEs, and ROBs, and views these goals as a **minimum with potential to far exceed**.

4.2.1 Mandatory Subcontracting Requirements

- a) Unless the Director of the 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, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to SBEs.
- b) If there are insufficient SBEs to completely fulfill the requirement of paragraph (a) of this **Section 4.2.1** above, then the subcontracting may be satisfied by subcontracting (35%) of the dollar volume to any qualified CBEs; provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- c) A Design-Builder ("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 paragraphs (a) and (b) above of this **Section 4.2.1**.
- d) Except as provided in paragraphs (e) and (g) below of this **Section 4.2.1**, a Prime Contractor that is a CBE and has been granted an proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least (35%) of the contracting effort with its own organization and resources and, if it subcontracts, (35%) of the subcontracting effort shall be with CBEs. A CBE Prime Contractor that performs less than (35%) of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- e) A Prime Contractor that is a certified Joint Venture and has been granted an offer 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 an offer 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 Agreement is one (\$1) million dollars or less.

4.2.2 Subcontracting Plan Requirements

If the Prime Contractor is required by law to subcontract under the Agreement, it must submit a subcontracting plan for at least (35%) of the dollar volume of the Agreement in accordance with D.C. Official Code § 2-218.46. The subcontracting plan shall be submitted as part of the Proposal and may only be amended with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District and the Department. 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.

4.2.3 Copies of Subcontracts

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

4.2.4 Subcontracting Plan Compliance Reporting

- a) The Prime Contractor has a subcontracting plan required by law for this Agreement; the Prime Contractor shall submit a quarterly report to the CO, District of Columbia Auditor and the DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:
 1. The price that the Prime Contractor will pay each subcontractor under the subcontract;
 2. A description of the goods procured or the services subcontracted for;
 3. The amount paid by the Prime Contractor under the subcontract;
 4. A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.
- b) 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.

4.2.5 Annual Meetings

Upon at least 30-days written notice provided by DSLBD, the Prime Contractor shall meet annually with the CO, contract administrator (“CA”), District of Columbia Auditor and the Director of Department of Small and Local Business Development to provide an update on its subcontracting plan.

4.2.6 DSLBD Notices

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

4.2.7 Enforcement and Penalties for Breach of Subcontracting Plan

A Prime Contractor shall be deemed to have breached a subcontracting plan required by law, if the Prime 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. A Prime 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. If the CO determines the Prime Contractor's failure to be a material breach of the Contract, the CO shall have cause to terminate the Contract under the default provisions in the Standard Contract Provisions, **Attachment F1 and F2**. Neither the Prime Contractor nor its subcontractor may remove a subcontractor or tier-subcontractor if such subcontractor or tier-subcontractor is certified as an LSDBE company unless the Department approves of such removal, in writing. The Department may condition its approval upon the Prime Contractor developing a plan that is, in the Department's sole and absolute judgment, adequate to maintain the level of LSDBE participation on the Project.

4.3 Residency Hiring Requirements for Contractors and Subcontractors

At least fifty-one percent (51%) of the Offeror's Team and every subconsultant's employees hired after the Offeror enters into a contract with the Department, or after such subconsultant enters into a contract with the Offeror, to work on this Project, shall be residents of the District of Columbia.

Upon execution of the Agreement, the Offeror and all of its member firms, if any, and each of its subcontractors and subconsultants shall submit to the Department a list of current employees that will be assigned to the Project, the date that they were hired and whether or not they live in the District of Columbia.

The Offeror shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of (\$100,000) or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services ("DOES") upon execution of the Agreement; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the Project; (iii) make best efforts to hire at least (51%) District residents for all new jobs created by the Project; (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 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.

The Offeror 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 First Source Amendment Act of 2011*, and the rules and regulations promulgated thereunder, including, but not limited to the following requirements:

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

4.4 Apprenticeship Act

The District of Columbia Apprenticeship Act of 1946, D.C. Official Code §§ 32-1401 *et seq.* (“Act”), as amended, may apply to this Project. All subcontractors selected to perform work on the Project on a craft-by-craft basis shall be required to comply with this Act. All terms and conditions of the Act, D.C. Apprenticeship Council Rules and Regulations, as well as any federal requirements, shall be implemented. The Prime Contractor shall be liable for any subcontractor non-compliance.

Exhibit 2

Exhibit 2
801 East Single Men's Shelter

No.	Questions	Answers
1	Is a schematic design package required as part of the submission on 01/31? If so, is there a minimum list of drawings/specifications that are required? I didn't see this in the RFP.	Yes, a Schematic Design is required as part of your submission. However, there is no minimum list of drawings/specifications required. Offerors should include in their submission whatever you deem to be necessary to show the design intent.
2	<p>Will the contracted architects for the Feasibility Study be permitted to respond to the Design Building RFP as a part of a team? Also, will this be answered sooner or along with the responses to the other questions?</p> <p>Please advise if any of the consultants utilized to prepare any of the proposal documents will be precluded from participating as part of an offerors design team.</p> <p>Please provide a clarification regarding whether the design firm for the Test Fit for 801 is precluded from participating in the Design Build solicitation. There is no mention in the RFP that the design firm who provided planning services is precluded.</p> <p>Could you please clarify?</p> <p>Is Perkins-Eastman precluded from pursuing this project?</p>	<p>In accordance with Title 27 DCMR 2221 Contractor Conflict of Interest: If a contractor prepares and furnishes complete specifications covering non-developmental items to be used in a competitive procurement, that contractor shall not be allowed to furnish those items, either as a prime contractor or as a subcontractor</p> <p>Accordingly, consultants and/or contractors that are deemed by the Department to have an unfair advantage over competing Offerors regarding the knowledge of the project shall be ineligible to participate as an Offerors or on a Design Build team.</p>
3	Please advise if Parcel 1 may be utilized to locate the building	Parcel 1 is zoned for Agricultural purposes and therefore may not be utilized to locate the building. The building must be located in the area designated in the drawings distributed as part of the RFP.
4	The current due date (1/31/2019) for proposals 1/31/2019 provides very little time for a team to evaluate the program, complete a schematic design, and provide a lump-sum priced	Refer to Addendum No.3

Exhibit 2
801 East Single Men's Shelter

	<p>proposal. This short time frame will severely inhibit a team's ability to provide DGS with otherwise valuable design alternatives. We would thus respectfully request that the due date be extended by two (2) weeks to February 14, 2019.</p>	
5	<p>The interim Design Milestones (approximately 10 weeks for DD's, and approximately 25 weeks to CD's), and the associated LD's for each create significant hardships for the design teams. We respectfully request that the interim milestones be removed such that teams could include proposed milestones in their respective proposals, provided that the project completion dates remain unchanged.</p>	<p>The schedule provided with the RFP is conceptual, although the project completion dates are firm. DGS is open to any and all suggestions that will result in our meeting the published construction end date.</p>
6	<p>Can the responding team assume that the program is fixed in terms of size and quantity of spaces, but that some flexibility still remains as to the placement of program elements within a building design on the site?</p> <p>As written, the program included in the RFP is very prescriptive, describing not only the size and quantity of every program space but also their precise placement in a building design on the site. For example the "Working/Employment (is) Located on the south end of the building, positioned above the Senior Housing" "Low Barrier Housing (is) Located on the north end of the building, positioned above the Day Center which is on the buildings Ground Floor."</p> <p>In other words, if the program is followed as given, there are no alternate designs of the building, only the preliminary design already</p>	<p>The program size and quantity of spaces outlined in the RFP documents are conceptual, but are in alignment with the District's intended desired function and operation of the 801 East Men's Shelter. It is not the Department's intent to imply that the program must be followed specifically as designed. While Offerors are welcome to follow the program layout provided, Offerors are also welcome and encouraged to propose alternative designs.</p>

Exhibit 2
801 East Single Men's Shelter

	provided. Is this the intent?	
7	Based on the provided information, the proposed project is within the zone of influence for the existing WMATA green line and as such, any development will need to be completed in accordance with the WMATA Adjacent Construction Project Manual. Has a WMATA real estate permit already been filed for the project? Considering the large impact WMATA will have on the project, please provide any and all documentation on current WMATA approval of the project.	WMATA is aware of the project and has been fully engaged in its development to date. No Real Estate permit has been filed. A Geotechnical Permit was filed and is attached to this addendum for your reference and information.
8	Do you know when the attendance list for the preproposal meeting will be posted online?	Refer to Addendum No.1.
9	Just wanted to follow-up to see when the sign-in sheet will be released for this one, could you let me know?	Refer to Addendum No.1.
10	Can I please have a pre-bid and site attendees list for the job referenced above?	Refer to Addendum No.1.
11	Will the Civil Engineer contract with the Owner or will they be part of the Design-Build Team?	The Civil Engineer will be part of the Design-Build Team.
12	Section 2.14.2 refers to an add alternate for more stringent energy and sustainability design items. However, the Bid Form does not contain this add alternate. Should the Design-Builder include this add alternate or only the price of construction to meet the minimum LEED Gold as noted in section 2.0?	The Design-Builder is free to include an add alternate for more stringent energy and sustainability design items, but is only required to produce a LEED Gold standards. If such add alternate is included, the Offeror must show the long-term cost benefit associated with implementing the changes they suggest.
13	The RFP references abatement of hazardous materials and relocation of FF&E and other items. Please confirm the existing conditions of the site, including whether there are existing structures on the site and whether there is furniture within these	Please refer to the Geotechnical, Phase I and Phase II reports provided in the Attachments to the RFP for information on the existing site conditions. There are currently no structures in the footprint of the existing site.

Exhibit 2

801 East Single Men's Shelter

	structures. Please also confirm whether Design-Builder will be responsible for relocating existing FF&E and other items from other locations to the project location.	At this time it is not intended that the Design-Builder will be responsible for relocating existing FF&E and other items from other locations to the project location.
14	Is an FFE program available?	There is currently no FF&E program available. This will be developed by the successful Offeror, in conjunction with DGS and the Department of Human Services (DHS), as the project design is developed and finalized.
15	The price breakdown form has a line for Existing Conditions (include abatement & demo). Are there requirement for abatement other than contaminated soils and fly ash?	Please refer to the Geotechnical, Phase I and Phase II reports provided in the Attachments to the RFP for information on the existing site conditions.
16	Section 1.9 of the RFP makes references to key dates stating those in Section 1.5 govern. Please confirm this is intended to reference those dates described in Section 1.4 of the RFP, not Section 1.5	Yes.
17	Will Design-Builder be responsible for designing, building, furnishing, delivering and installing, the kitchen equipment referenced in the RFP?	The successful proponent will be responsible for all designing, furnishing, and installing all FF&E, which is to include the kitchen equipment.
18	Will Design-Builder be responsible for designing, building, furnishing, delivering and installing, any fitness equipment on the Project?	There is no fitness equipment currently planned for the building. Should the successful respondent choose to include a fitness center in their design, they would be responsible for designing, furnishing, delivering and installing said equipment
19	The RFP calls out alternates for additional access roads, the North entrance road and the South. Should either access road be included in the base bid? Or should both access roads be treated as add alternates?	Both access roads should be treated as add alternates.
20	CLIN 0001, Unit Price No. 1 asks for a unit price for the additional excavation of fly ash or non-contaminated material & backfill with satisfactory soils. Please confirm that you want	A Revised Form of Offer Letter will be issued via an Addendum.

Exhibit 2
801 East Single Men's Shelter

	these to be combined in the same unit price.	
21	Please clarify required Builder Key Personnel (3.4.2).	Refer to Section 3.4.2 of the RFP whereby it requires at a minimum, (i) the Project executive; (ii) the superintendent; (iii) the Project Manager (interiors); (iv) (v) Preconstruction Manager/Estimator; and (vi) Safety/Quality Assurance/Quality Control Manager. The entire section needs to be reviewed.
22	RFP Section 4.3 (vii) states "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." Does this apply to the Design Team as they are considered subcontractors to the Offeror?	There is no apprenticeship program for professional services.
23	Please clarify the property lines/ boundary for the project site.	Refer to Attachment A10 - Conceptual Civil Plans
24	Will HPRB review be required?	The site is not governed by HPO, but due to the proximity to the historic buildings nearby, HPRB may perform a cursory review.
25	The Executive summary is limited to three (3) pages to include the information in section 5.4.2. The resumes alone will exceed three pages. Is it acceptable to provide this information in an appendix?	Yes, it is acceptable to provide the necessary information in an appendix.
26	In the Price Proposal on page 49, Attachment R is listed as the EEO Policy Form and Attachment S is the Certification to Furnish Performance & Payment Bond. When looking at the Attachments in the back of the RFP, please confirm the required forms are actually Attachment I as the EEO Policy Form and Attachment R as the Certification to Furnish Performance & Payment Bond.	Refer to Addendum 4, Item#27 and Item #28
27	Please extend the proposal due date.	Refer to Addendum No. 3