

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



Addendum No. 4

To

**REQUEST FOR PROPOSALS NO. DCAM-20-CS-RFP-0007
DESIGN-BUILD SERVICES FOR
JOHN W. ROSS ELEMENTARY SCHOOL**

Issued: December 4, 2019

This Addendum No. 4 is issued and hereby published on the DGS website on **December 4, 2019**. Except as modified hereby, the Request for Proposals ("RFP") remains unmodified.

Item No. 1: The Proposals due date is hereby extended to December 11, 2019 at 2:00 P.M.

Item No. 2: The questions and answers are attached as Exhibit 1.

Item No. 3: Attachment C – Form of Offer Letter is hereby revised in its entirety and is attached as Exhibit 2.

Item No. 4: Paragraph (d) of Section 2.10.3 (Non-Reimbursable Costs) is hereby revised, as follows:

d) The cost of home or regional offices, it being understood that compensation for such costs included in the Design-Build Fee.

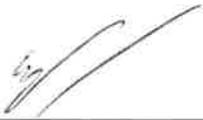
Item No. 5: Section 2.11 (Design-Build Fee & Award Fee Calculations) is hereby revised, as follows:

Section 2.11 Design-Build Fee & Award Fee Calculations

The Design-Builder's compensation shall consist of the Design-Build Fee bid by selected Offeror. In addition, the Design-Builder shall be entitled to recover at cost and without mark-up: (i) its design costs, as defined in **Sections 2.10.1(f) and 3.4.6**, and (ii) its Costs of General Conditions as is defined in **Section 2.10.2**; subject, however, to the Design Budget and the Maximum Cost of General Conditions proposed by the selected Offeror which limits shall serve as a cap on the Design Budget and the Cost of General Conditions, respectively. The Design-Builder shall only be entitled to Fifty percent (50%) of the Preconstruction Fee if the Design-Builder and the Department are unable to agree to a GMP, as set forth in more detail in the Design-Build Agreement.

2.11.1 Maximum Cost of General Conditions. The Maximum Cost of General Conditions shall be the maximum amount that will be reimbursed by the Department for those costs described in

Section 2.10.2. To the extent the Design-Builder incurs General Conditions costs in excess of the Maximum Cost of General Conditions, the Design-Builder shall not be entitled to reimbursement for such amounts. In such an event, the Design-Builder shall be required to adequately staff the Project.

By: 

Ebtisam K. Hana
Contracting Officer

Date: 12/04/2019

- End of Addendum No. 4 -

EXHIBIT 1

QUESTIONS AND ANSWERS

[EXHIBIT WILL APPEAR ON THE FOLLOWING PAGE]

REQUEST FOR PROPOSAL (RFP)

QUESTIONS & ANSWERS

DESIGN-BUILD SERVICES FOR JOHN W. ROSS ELEMENTARY SCHOOL DCAM-20-CS-RFP-0007

No.	Questions	Answers
1	<p>The cover page of the RFP indicates that: “This solicitation is being set-aside for Offerors that are certified by the District of Columbia Department of Small and Local Business Development (“DSLBD”) as certified Small Business Enterprises (SBEs).” However, several items in the RFP indicate that non-SBE/CBE may participate – except that they will not be entitled to any Preference Points. Please inform us whether non-CBE/SBE certified firms can participate in this project?</p>	<p>This is (SBEs) set-aside solicitation per the cover sheet of the RFP.</p>
2	<p>Please provide the terms defining how, when and under what conditions the 40% At Risk Portion (the Award Fee Pool) will be payed out. We could not find this in the published RFP. Also, the first page of the Offer Letter, in the paragraph before item C., states: “The Offeror further acknowledges that Thirty Percent (40%) of the Design-Build Fee shall be at risk...”. May we amend/fix this ‘typo’ in our submission?</p>	<p>There is no award fee pool associated with this project.</p> <p>Refer to item No. 3 and item No. 5 of addendum No. 4.</p>

EXHIBIT 2

ATTACHMENT C – FORM OF OFFER LETTER

[EXHIBIT WILL APPEAR ON THE FOLLOWING PAGE]

Attachment C

[Offeror's Letterhead]

[Insert Date]

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

Attention: George G. Lewis
Chief Procurement Officer

Reference: Request for Proposals (RFP) – DCAM-20-CS-RFP-0007
Design Build Services – John W. Ross Elementary School

Dear Mr. George:

On behalf of [INSERT NAME OF VENDOR] (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 John W. Ross Elementary School project. The Offeror has reviewed the RFP and the attachments thereto, any addenda 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, and the Maximum Cost of General Conditions (as defined in Section 2.11 of the RFP) are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents (collectively, the proposal, and the Maximum Cost of General Conditions are referred to as the "Offeror's Bid.").

The Offeror's Bid is as follows:

A. Design Fee/Budget is: \$ _____

The Offeror acknowledges and understands that Design Fee/Budget is a firm, fixed price and other than as permitted in the Form of Contract will not be subject to further adjustment.

B. 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 Design-Builder including but not limited to:	\$ _____
• Trailer purchase and/or rental	
• Field office installation, relocation and removal	
• Utility connections and charges during the Construction 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.	\$ _____
BIM Cost (software, seats, hardware)	\$ _____
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.

E. 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: _____