

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES**



ATTACHMENT B

[ATTACHMENT WILL APPEAR ON THE FOLLOWING PAGE]

[Offeror's Letterhead]

[Insert Date]

District of Columbia Department of General Services
2000 14th Street, 4th Floor NW
Washington, DC 20009

Attention: Ahmad M. Stanekzai
Contracting Officer

Reference: Request for Proposals (“RFP”) – DCAM-22-CS-RFP-0002 – Construction Management At-Risk (“CMAR”) Services Fort Lincoln Park and New Recreation and Early Childhood Education Center

Dear Mr. Stanekzai:

On behalf of [INSERT NAME OF Offeror] (the “Offeror”), I am pleased to submit this Proposal in response to the Department of General Services’ (the “Department” or “DGS”) RFP to provide Construction Manager At-Risk Services for Fort Lincoln Park New Recreation and Early Childhood Education Center. 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 its Proposal in response to the RFP.

The Offeror’s proposal, the Construction Management Fee (as defined in section 2.11 of the RFP), and the Maximum Cost of General Conditions (as defined in section 2.11.3 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, the Construction Management Fee, and the Maximum Cost of General Conditions are referred to as the “Offeror’s Proposal”).

The Offeror’s Proposal is as follows:

A. Preconstruction Fee is: \$ _____

B. Construction Management Fee is: \$ _____

The Offeror acknowledges and understands that Preconstruction 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 twenty-five percent (25%) of the Construction Management 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.

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 construction staff costs | \$ _____ |
| Staff costs associated with obtaining permits and approvals | \$ _____ |
| Out-of-house consultants | \$ _____ |
| Field office for CMAR 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 | |
| • 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 | \$ _____ |
| First aid facility | \$ _____ |
| 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.

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 Proposal 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 Proposal.
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

Proposal. 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 Proposal. 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 Offeror'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 Proposal are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE OFFEROR].

Sincerely,

By: _____
Name: _____
Title: _____