

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



DESIGN-BUILD SERVICES BENJAMIN BANNEKER HIGH SCHOOL

Solicitation No: DCAM-19-CS-RFP-0045

**Amendment No. 4
Issued: January 25, 2019**

This Addendum No. 4 is issued and hereby published on the DGS website on January 25, 2019. Except as modified hereby, the Request for Proposals (“RFP”) remains unmodified.

Item #1 The following language is hereby deleted from Section 1.2

“Electronic storage and transmission of information via the ePM system shall be compliant with the provisions of the document security section of these General Requirements.”

Item #2 The following language is hereby inserted to Section 1.6 (Project Delivery Method and Schedule):

Abatement and demolition will be required. The assessment for Industrial Hygiene (“IH”) will be conducted by a third party but abatement and demolition will be performed by the design-build team. There is no need for a swing space.

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

Section 1.14 Contracting Officer. 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 Section 1.7 (Design-Builder Designated Point of Contact) is deleted and replaced with the following:

Section 1.7.1 Design-Builder Designated Point of Contact. All Offerors responding to this RFP shall provide the name, address, phone number and email address of its designated point of contact to the Department’s POC as part of its proposal, as noted in Section 1.7. Offerors shall notify the Department of any changes in the Offeror’s designated point of contact’s information. Notification of change(s) may be communicated by email and shall be as soon as practicable following the event(s) causing the change(s). Failure to identify a designated point of contact in writing may result in the Offeror failing to receive postbid addenda or other important communications from the Department, for which the Department shall not be responsible.

Item #5 Section 1.10 is deleted and replaced with the following:

Section 1.10 The Department requires that Local, Small and Disadvantaged Business Enterprises (“LSBDE”) participate in this Project as fully described in **Part 4** of this RFP.

In addition to LSDBE participation as described in **Part 4** of the RFP, the Department requires that District of Columbia ("District") residents participate in this Project as described in this RFP.

Item #6 The date in Section 2.1 (Design-Builder's Duties; General Intent) is hereby revised to:

Delete: "No later than July 15, 2021"

Insert: "No later than July 16, 2021"

Item #7 The reference to attachment in Section 2.1 is hereby revised, as follows:

Delete: Attachment M

Insert: Attachment N

Item #8 Section 2.2.1.1 (Building System Assessment) is deleted in its entirety.

Item #9 Section 2.2.1.2 Baseline Schedule is hereby deleted and replaced with the following:

Section 2.2.1.1 Within twenty one (21) days after the Preconstruction NTP is issued, the Design-Builder shall prepare and submit a Baseline Schedule for the Project (the "Baseline Schedule"). The Baseline Schedule shall be subject to review and approval by the Department and the Design-Builder shall incorporate such adjustments to the Baseline Schedule as may be reasonably requested by the Department. The Baseline Schedule shall be prepared in a critical path method ("CPM") in a sufficient level of detail to permit the Department and the Design-Builder and any other affected parties to properly plan the Project. The Baseline Schedule shall show: (i) key design milestones and bid packages; (ii) release dates for long lead items; (iii) release dates for key subcontractors; and (iv) Substantial and Final Completion Dates. The Baseline Schedule shall include durations and logic ties for all relevant project activities. The Baseline Schedule must also be submitted in Primavera 6 native format and shall be updated by the Design-Builder, at a minimum, on a bi-weekly basis.

Item #10 paragraph (d) of Section 2.2.2.1 is deleted in its entirety.

Item #11 Section 2.2.4.1 (Abatement & Selective Demolition) is deleted and replaced with the following:

Section 2.2.4.1 At the appropriate time, the Department will release the Design-Builder to commence with hazardous material abatement, interior demolition, and any other early activities as applicable. It is envisioned that this work will be released in advance of the GMP.

Item #12 Section 2.2.5.2 (Construction Document Review and Coordination) is deleted and replaced with the following:

Section 2.2.5.2 The Design-Builder shall complete each of the Construction Documents packages in a manner that addresses the concerns raised by the Department during the review contemplated in Section 2.2.5.1 for such package. The Design-Builder shall issue one or more set of permit documents to the Department for its review and approval ("Permit Set"). With regard to each such set, the Design-Builder shall highlight (or bubble) any aspect of the design that represents a material deviation from the approved Design Development Documents and shall address in a narrative format the impact, if any, such departure shall have on the Project's aesthetics, functionality or performance. The Department shall have the right to disapprove the Construction Documents for any reason. If the Department disapproves the Construction Documents, the Design-Builder will not be entitled to any additional compensation. If, however, the Department disapproves a Construction Document that is a logical extension of the approved Design Development Documents, the Design-Builder may request an adjustment to the GMP and/or the Project Schedule unless such a package departs from the Scope

of Work fairly reflected in the GMP Drawings and Specifications and in such event the Design-Builder shall be required to prepare a revised design that complies with the GMP drawings and specifications ("Drawings and Specifications") and without any entitlement to an increase in the GMP or an adjustment of the Agreement schedule. In the event the Department does not approve a document within fourteen (14) days after issuance, such document shall be deemed approved unless the Department advises that such document is still under review. In the event the Department's review takes longer than fourteen (14) days, such additional review shall be deemed a change event Insert:

Item #13 The reference of section in Section 2.3.7 (Delay Liquidated Damages) is revised, as follows:

Delete: Section 2.13.2

Insert: Section 2.14.2

Item #14 Section 2.3.9 (Salvage Value) is deleted and replaced with the following:

Section 2.3.9 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 # 15 Section 2.4 (Science, Technology, Engineering, and Math Program) is deleted in its entirety.

Item # 16 Section 2.11.2 (Maximum Cost of General Conditions) is deleted and replaced with the following:

Section 2.11.2 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.

Item #17 Paragraph (b) of Section 2.11.3 (Award Fee Determination) is deleted in its entirety.

Item #18 Section 3.3 (Oral Presentation) is deleted and replaced with the following:

Section 3.3 Oral Presentation. The Department does intend to interview Offerors. A minimum of three (3) offerors within the competitive range will be selected to participate in the presentation/interview process after the initial RFP submissions are evaluated by the Technical Evaluation Panel (TEP) based on the evaluation criteria listed herein. Selected Offerors will be required to come in for an interview/presentation with the TEP. At this presentation, the Offerors will be required to provide the following information (at a minimum):

- a) Team introduction, and capabilities and experience of each key member participating in the interview;
- b) Discussion/presentation of the Design-Build team's approach to design for Banneker High School;
- c) Discussion/presentation of the Design-Build team's approach to the construction of Banneker High School; and
- d) Discussion/presentation of the Design-Build team's proposed schedule for the Banneker High School Project. Each Offeror selected for the interview/presentation stage 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.

The Department is setting aside \$100,000 for stipends for these presentations. Based on the final number of participants in the Design-Build interview/presentation stage, the Contracting Officer:

(a) may pay a stipend to cover a portion of bid or proposal development costs to an unsuccessful responsible offeror that submits a responsive proposal to a solicitation to generate meaningful competition and to ensure that small businesses are not competitively disadvantaged.

(b) shall determine the number and amount of the stipends, if any.

(c) In consideration for paying the stipend fee, the District may use any ideas or information contained in the proposals in connection with any contract awarded for the Project, or in connection with a subsequent procurement, without any obligation to pay any additional compensation to the unsuccessful offerors.

(d)

(1) Notwithstanding the other provisions of this section, an unsuccessful offeror may elect to waive the stipend.

(2) If an unsuccessful offeror elects to waive the stipend, the District shall not use ideas and information contained in the offeror's proposal; provided, that this restriction shall not prevent the District from using any idea or information if the idea or information is also included in a proposal of an offeror that accepts the stipend.

The awardee of contract for the Design-Build Services for Banneker High School will not receive any reimbursement for participating in the presentation/interview process.

Item #19 The following language is inserted to Sections 3.4.1 and 3.4.3

Insert: 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 #20 Part 4 (Economic Inclusion) is deleted in its entirety and replaced with the following:

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) A certified Joint Venture will receive preferences as determined by the Department of Small and Local Business Development (DSLBD) 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 DSLBD if additional information is required on certification procedures and requirements.

4.1 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.**

4.1.1 Mandatory Subcontracting Requirements

- b) Unless the Director of 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.
- c) If there are insufficient SBEs to completely fulfill the requirement of paragraph **(a)** of this **Section 4.1.1** 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.

- d) 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 4.1.1**.
- e) Except as provided in paragraphs (e) and (g) below of this **Section 4.1.1**, a Prime Contractor that is a CBE and has been granted a 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.
- f) 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.
- g) Each CBE utilized to meet these subcontracting requirements shall perform at least (35%) of its contracting effort with its own organization and resources.
- h) 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.

4.1.2 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.

4.1.3 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, City Administrator (CA), and the Director of Department of Small and Local Business Development.

4.1.4 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, 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:
 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.

4.1.5 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.

4.1.6 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.

4.1.7 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 Agreement, the CO shall have cause to terminate the Agreement under the default provisions in the Standard Contract Provisions, Attachments H1 and H2. 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.

4.2 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.

4.3 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.

Item #21 Section 5.4.4 (Project Management Plan and Schedule) is deleted and replaced with the following:

Section 5.4.4 Project Management Plan and Schedule. The Project Management Plan should contain the information requested in Section 3.4.5 of the RFP.

Item #22 Section 5.4.5 (SBE Subcontracting Plan) is deleted in its entirety.

Item #23 Section 5.4.6 (First Source Employment Agreement) is deleted in its entirety.

Item #24 Section 6.11.1 (Pricing) is deleted in its entirety.

Item #25 Reference to attachment in Section 6.11.2 (Certification) is revised, as follows:

Delete: Attachment C

Insert: Attachment D

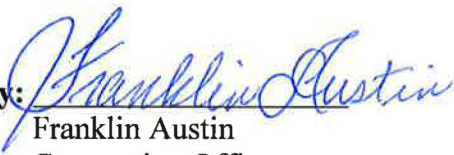
Item #26 Section 7.1 (Contract Documents) is deleted and replaced with the following:

Section 7.0 Contract Documents. The Design-Build Agreement will be issued via Addendum to the RFP as Attachment M. The Standard Contract Provisions, is attached hereto as Attachments H1 and H2. Offerors should carefully review the Agreement and Standard Contract Provisions when submitting their Proposals. To the extent there are any ambiguities or inconsistencies between this RFP, the Standard Contract Provisions and Agreement shall have precedence. Offerors are advised that they are required to submit their Proposals premised upon agreeing to the terms of the Standard Contract Provisions and entering into a Letter Contract, and subsequently, the Agreement. A proposal that identifies or describes changes or exceptions to the Standard Contract Provisions, the Agreement, or the Letter Contract, as defined in Section 2.6.1 of this RFP, may be deemed non-responsive.

Item #27 Section 9.2 (Contractor's Payment and Performance Bond) is deleted and replaced with the following:

Section 9.2 Contractor's Payment and Performance Bond. In addition to the trade subcontractor bonds required by Section 9.1, the Design-Builder will be required to post a payment and performance bond having a penal value equal to the GMP at the time the Agreement is executed. The Design-Builder will be required to post an updated payment and performance bonds to reflect the GMP Amendment amount.

Item #28 Questions and Answers are hereby incorporated as Exhibit 1.

By: 
Franklin Austin
Contracting Officer

Date: 1/25/2019

Exhibit 1

No.	Question	Response
1	Section 1.2 Project Background: In the section on BIM, it states that the project “endeavor to leave as a legacy a fully updated, as built, facility management ready building information model.” Unlike earlier RFPs where they have alluded to Level Of Development for BIM, this one states that a BIM (Revit) model may (will?) be transmitted to the Owner at the close of the project, and will need to set up as to be able to be used by their Operations teams. Will DGS / DCPS provide a required BIM Level of Design document that outlines what sort of Operations and O&M information has to be in it?	Yes, the Department of General Services (“DGS” or “Department”) will provide all standard documentation via an Addendum to the RFP to support the level of detail required for facilities related information that includes equipment specs as well as operations and maintenance data.
2	Section 1.2 Project Background: The RFP states that DGS will “procure separately a network engineering design that will fully integrate the network infrastructure and IT equipment, along with all the Building Automation Systems (BAS) technology. Can DGS provide a more detailed breakdown of what their 3rd Party designer will do, and what the D/B engineer is expected to do. For example, does this include security and cameras? Does it include the low voltage to all of the classroom lock-down hardware? Does it include theater IT?	The intention by the Department is that the Design-Builder (“DB”) is required to provide a fully operational communications system (i.e. BAS, door locking hardware, lighting, etc) to be turned over to the Department upon Substantial Completion. The DB will also be required to coordinate with OCTO and finalize the design in conjunction with DGS and OCTO. DGS will not have a 3 rd party designer.
3	Section 1.5 Milestones and Substantial Completion: This section lists <u>July 16, 2021</u> as substantial completion, but Section 2.1 lists <u>July 15, 2020</u> . Please confirm correct date.	Refer to Addendum 4, Item #6.
4	Section 1.6 Project Delivery Method and Schedule: The RFP states that DGS expects the abatement and	Please reference to Addendum # 3, which confirms that the contract will include abatement and demolition of the Shaw

	<p>demolition of the existing building to be done under a separate contract.</p> <ul style="list-style-type: none">a. Does this mean that a separate contractor will be contracted to do the work?b. Will it be the D/B designer's responsibility to provide the raze permit drawings?c. Will DGS be contracting directly with an environmental engineer to perform the survey, or is that on the D/B team? Section 2.2.1.3 Concept Design lists the hazardous materials survey as part of the D/B deliverable for the phase.	<p>facility. The design-to-budget remains the same.</p>
5	Please confirm that the construction budget in the RFP is to include any and all improvements to the DPR playing fields.	<p>Yes, the scope is to be coordinated with the Department and Department of Parks and Recreation.</p>
6	<p>Section 1.2, page 5: please clarify BIM expectations regarding facilities management: "...endeavor to leave as a legacy a fully updated, as built, facility management ready building information model".</p>	<p>It is a primary concern that all building modeling and facility information developed during the design and construction of the Project be timely and efficiently developed, maintained and exchanged from initiation of the Project through Final Completion in accord with all Contract Documents and with Department's operational and maintenance needs. Throughout the Project lifecycle, the A/E and the contractor are expected to systematically demonstrate to the Department that all building and system information is current to the extent that it can be at any given time during the design and construction process.</p>
7	<p>Section 1.2, page 5: please clarify the intent to "fully</p>	<p>Please see response to Question #2</p>

	integrate the network infrastructure and IT equipment, along with Building Automation System (BAS) technology” with a network engineering design procured by DGS. Our understanding is that there is a desire for DGS to be able to manage and control the BAS remotely. To what extent will the network infrastructure and IT equipment (and security) be managed and controlled as well?	
8	Section 1.6, page 7 of the RFP states that the abatement and demolition of Shaw Middle School will be conducted by another vendor under a separate contract and at the preproposal conference it was said that the DB team will conduct demolition. Please confirm whether demolition will be under the DB contract or another vendor.	Please see response to Question #2
9	Section 1.11 RFP Documents, page 10: Please provide the remaining attachments not posted on the DGS website: a. Attachment M Design-Build Agreement (will be issued via Addendum) b. Attachment N Notice to Proceed and Letter Contract (will be issued via Addendum)	The Form of Contract and Letter Contract will be issued via an Addendum.
10	Section 2.2.1 Initial Deliverables, page 13: Please confirm that 2.2.1.1 Building Assessment is no longer required.	Refer to Addendum 4, Item #8.

11	Section 2.12 Excluded Cost Elements, page 35: Line “f” ends in the word “and”/ Are there any other Excluded Cost Elements?	No.
12	Section 2.15 Close Out Deliverables, page 38: please clarify the form of delivery for the BIM model.	<p>The BIM-FIM deliverables shall be set forth in the BIM Execution Plan and are based upon this Project’s requirements. Unless Owner expressly agrees otherwise the close-out deliverables shall be as follows:</p> <ul style="list-style-type: none">• Design Model(s) – in the most current release of Autodesk REVIT.• A/E and consultants shall utilize REVIT to generate all final as-build construction models.• Construction Model(s) – in the most current release of Autodesk REVIT.• Contractor and subcontractors shall utilize REVIT to generate all final as-build construction models.• All physical items that are documented in a table, schedule, list, external spreadsheet/database, submittal, RFI, ASI, etc. that pertain to final completion of the project will be required to be represented within the model as a 3-D object with inherent parameters or as part of a property set, etc.• Laser Scans – Laser Scans shall be delivered in 3-D REVIT models as well as the final Point Cloud file from which the model (s) were generated.
13	Section 2.4, pages 24-26: Can you please clearly outline the expectations for the DB team mandated STEM program.	Refer to Addendum 4, Item #15

	2. The RFP mandates that SBE Attachment I be included in both the technical proposal and the price proposal. Can you please confirm that you would like Attachment I duplicated in both the technical and price?	
14	When can we expect the contract to be released as an amendment? We respectfully request the contract be released as soon as possible so we have sufficient time to review with our legal department.	Refer to the response of question 9.
15	Please clarify expectations relative to anticipated scope of work within the adjacent DPR site: dog park, playground, skate park and basketball court	The Department expects this to be part of the design development and a scope is not yet solidified.
16	Will DGS will be providing the CCTV design through an outside vendor with the Design Builder being responsible for incorporating their design into the construction documents?	No, the Design-Builder is responsible.
17	Will the photovoltaic system (if required) will be procured through a DGS PPA?	If DGS sustainability determines Banneker to be a suitable PV site, then it will be procured through a PPA
18	In Section 5.4.4 it states “The Project Management Plan should contain the information requested in Section 3.4.4 of the RFP.” Section 3.4.4 is Key Personnel of the Architect/Engineer, please confirm this reference should be to Section 3.4.5 Project Management Plan & Schedule.	Refer to Addendum 4, Item #21.

Banneker

Exhibit 1 – Responses to Questions

19	Please confirm the statement on page 7 of the RFP that states that “the Abatement and Demolition of the Shaw Middle School building will be completed under a separate contract by a different vendor” as this is in conflict with the statement on the page 3 of the RFP that states “this Project shall entail razing of the existing building on site”. Further, please confirm it is not the responsibility of the Design-Builder under this procurement to include provisions for drawings or the performance of that work if both demolition and abatement are to be procured separately.	Refer to the response of Question #4
20	Following up with question above could you confirm if a Historic resources survey will be required as listed in section 2.3.1 of the RFP?	If required by site conditions or regulatory agencies, it will be required.
21	RFP section 1.2 states that the Banneker program will stay at its current location until the new building is completed. Could you confirm that a swing space concept design will not be required as listed in section 2.3.1 of the RFP?	Confirmed
22	Attachment E of the RFP is the Tax Affidavit form that is to be completed and returned with our RFP response; however, no form was provided. Please provide the blank Tax Affidavit form.	The Tax Affidavit is on the Banneker solicitation page as an attachment E.
23	<i>Sections 5.4.5 SBE Subcontracting Plan and 5.4.6 First Source Employment Agreement</i> on page 53 of the RFP, state that each Offeror shall complete and submit these	Refer to Addendum 4, Item#22 and Item #23

	documents as part of the <u>Technical Proposal</u> . On page 54 of the RFP, <i>Section 5.4.8 Price Proposal, item e) SBE Subcontracting Plan and item f) First Source Agreement and Employment Plan</i> state that each Offeror shall submit these documents as part of the <u>Price Proposal</u> . Please clarify whether these documents are part of the Technical Proposal, Price Proposal or both.	
24	Clarify RFP statement that DGS will separately procure a “network engineering design.” Is this scope limited to BAS integration with OCTO networking components or will it have other impacts to the design teams low voltage scope?	Refer to the response of Question #2
25	Clarify DB team responsibility for demolition and hazmat abatement. RFP contains conflicting language (see 1.6 and 2.2.4.1).	Refer to the response of Question #4
26	Confirm if abatement and/or demolition are to be included within the \$118M budget.	Yes
27	Confirm building assessment (2.2.1.1.) is no longer required, since building is being demolished. Will it still be required for garage?	Confirmed.
28	Confirm swing plan and MEP “upgrades” (2.2.2.1) are no longer required since the building is being demolished.	Confirmed.
29	Confirm how much time will be available to prepare between short list selection and presentation.	One week
30	Confirm when the proposed DGS-DB/Design Team contract will be available.	Refer to the response of Question #9.
31	Confirm when DGS will provide responses to the submitted questions.	Confirmed. Refer to Addendum 4, Item #28.