

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



REQUEST FOR PROPOSALS

Solicitation Number: DCAM-24-CS-RFP-0003

**CONSTRUCTION MANAGEMENT AT RISK SERVICES
FOR
SOUTHEAST TENNIS AND LEARNING CENTER SOUTH CAMPUS**

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).

Solicitation Issue Date: January 9, 2024

Pre-Proposal Conference and Site Visit:

January 17, 2024 at 12:00 P.M.

Southeast Tennis & Learning Center South Campus

701 Mississippi Ave SE, Washington, DC 20032.

See Section 6.1

Last Day for Questions: January 23, 2024 by 4:00 PM

Proposal Due Date: February 2, 2024 by 4:00 PM

Contact:

Shafi Anwary

Contract Specialist | Contracts & Procurement Division

3924 Minnesota Ave, NE, | 5TH floor | Washington, DC 20019

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PART 1 - PROJECT INTRODUCTION AND INSTRUCTIONS FOR OFFERORS

1.0 Procurement Overview

The District of Columbia (“District”) Department of General Services (the “Department” or “DGS”), on behalf of the District Department of Parks and Recreation (“DPR”), is issuing this Request for Proposals (“RFP”) to engage a contractor to serve as the Construction Manager at Risk (the “CMAR” or the “Contractor”) for the construction of Southeast Tennis & Learning Center (“SETLC”) South Campus (the “Project”), located at 701 Mississippi Ave SE, Washington, DC 20032.

1.1 Project Overview

The existing SETLC facility is located at 701 Mississippi Avenue SE, Washington, DC 20032. The space includes a 48,000 square foot indoor facility that houses six (6) indoor tennis hard courts with spectator seating and general use areas such as a fitness room, computer room, library, multi-purpose room, and kitchen. Additionally, the center includes six (6) outdoor hard courts, one (1) outdoor clay-tech court, a playground, and a parking area.

The new proposed expansion site consists of approximately 4.5 acres and is located to the south of the existing SETLC. It is situated between Oxon Run and Valley Avenue SE to the north and south and Wheeler Road SE and 9th Street SE to the east and west. The new expansion will include an indoor tennis facility housing three (3) indoor tennis hardcourts along with general use areas such as restrooms, locker rooms, office space, and multi-purpose room. Outdoor amenities will include five (5) tennis hardcourts, eight (8) pickleball courts, and a parking area. The existing clay-tech tennis court at the existing SETLC facility will be demolished for an additional two (2) new pickleball courts. A pedestrian bridge will be required to span Oxon Run and link the existing SETLC to the new expansion site.

The Contractor will be required to provide a full range of services required to selectively demolish existing features as necessary and construct a new expansion facility to meet the Department’s programmatic requirements. All Project documents prepared to date by the Architect/Engineer (“A/E”) are included as **Attachment A**. Any synthetic surfaces installed for the outdoor amenities must be accompanied by a certificate of compliance with regulatory standards for all existing public synthetic surfaces, as required by D.C. Code § 10-171.03.

The Department hired MTF Design + Preservation as the A/E for the Project and has started the design process so that by the time a Contractor is selected, the Contractor can provide design feedback and other preconstruction services prior to permitting. The Department expects that as the permit documents are completed by the A/E, the Contractor will obtain quotes from the trade subcontractors and provide a Guaranteed Maximum Price (“GMP”).

1.2 Project Budget and Funding Limitations

Offerors are to base their proposals (“Proposals”) on the District’s construction costs funding limitation for the Project. The Department has an approved construction budget of **\$14,200,000** for this Project. This figure includes construction and furniture, fixtures and equipment (“FF&E”). FF&E includes, but is not limited to signage, security equipment, AV equipment, IT equipment, DAS, telephones, and art. Low voltage cabling is included in construction costs.

Offerors shall provide a Construction Contingency of 5% in the GMP for unforeseen conditions.

The Proposal should also include an Owner Controlled Allowance in the amount of \$500,000.00.

1.3 Compensation

As is more fully described in the resulting contract (the “Contract” or “Agreement”) between the Department and the Contractor, this RFP will result in the award of a cost plus a fixed fee with a GMP type contract. The Form of Contract (“Form of Contract”) is included as **Attachment L**. Offerors are not required to submit trade costs nor a proposed GMP with their Proposals. Those costs will be developed later in the Project in accordance with the procedures set forth in Part 2 of this RFP.

1.4 Substantial Completion Date

The entire Project shall be substantially completed by **September 18, 2025** (the “Substantial Completion Date”).

1.5 Project Delivery Method

The Department intends to implement the Project through a construction manager at risk approach. The scope of work for the Project (“Scope of Work”) will be divided into two phases: (i) Preconstruction Phase; and (ii) the Construction Phase.

During the Preconstruction Phase, the Contractor will be required to work with the A/E to develop a schedule, budget and design that accomplishes the Department’s goals and objectives. The Contractor will be required to actively participate in the development of the construction documents by providing cost estimating, scheduling, identifying long-lead purchasing items, and performing constructability reviews and value engineering. The Department expects that the GMP Bid Set/Permit Set will be completed by **July 15, 2024**, at which point the Contractor will be required to obtain quotes from trade subcontractors and provide a GMP based on the approved set of documents. The process by which the GMP will be formed is more fully described in the Form of Contract.

The Project shall be completed and available for occupancy by DPR no later than the Substantial Completion Date noted in **Section 1.4** above. The Department contemplates that construction will begin in **2024**. Abatement, razing, selective demolition, tree protection, remediation work, site enablement, and other long lead items may be released earlier, if necessary.

The Department requires that the trade bidding and the GMP proposal is submitted no later than **August, 9 2024**. Any shift in the interim design milestones dates must be approved by DGS and must provide for the durations for DPR and DGS design reviews reflected in the milestone schedule in **Section 1.9** below.

1.6 Department Designated Point of Contact

The Department's sole point of contact ("POC") for matters related to this RFP is the only individual authorized to discuss this RFP with any interested parties, including Offerors. All communications with the Department's POC about the Project or this RFP shall be sent in writing to:

Obaidullah Ranjbar
Contracting Officer
Department of General Services
Contracts and Procurement Division
3924 Minnesota Avenue, NE | 5th Floor
Washington, DC 20019
202-359-3362
obaidullah.ranjbar@dc.gov

The Department disclaims the accuracy of information derived from any source other than the Department's POC, and the use of any such information is at the sole risk of the Offeror. All communications and requests for information shall be submitted by the Offeror's point of contact identified in the Proposal. Written communications to the Department from Offerors shall specifically reference the correspondence as being associated with **Construction of Southeast Tennis & Learning Center ("SETLC") South Campus, DCAM-24-CS-RFP-0003**.

Only a duly authorized Contracting Officer shall have the authority to direct the Contractor to start the Project or to issue change orders, contract modifications, or change directives on the Department's behalf. The Project Manager and Contracting Officer's Technical Representative shall not have the authority to modify any of the rights and obligations of the Department or the Contractor pursuant to the proposed Contract, or to issue change orders, contract modifications, or change directives.

CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE ("COTR"):

The COTR for the Project is:

Cassidy Mullen
Operations Manager
Department of General Services
3924 Minnesota Avenue, NE, 5th Floor
Washington, DC 20019
Email: cassidy.mullen@dc.gov

PROJECT MANAGER (“PM” or “Project Manager”)

The name and contact information for the Project Manager for the Project is as follows:

Andy Bayer
Project Manager
Department of General Services
3924 Minnesota Avenue, NE | 5th Floor
Washington, DC 20019
andrew.bayer@dc.gov

1.7 Contractor 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 Part 1, Section 1.6. 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 post-bid addenda or other important communications from the Department, for which the Department shall not be responsible.

1.8 Procurement Schedule and Project Milestones

1.8.1 Procurement Schedule

The Department anticipates conducting the procurement of the Project in accordance with the Procurement Schedule. The Procurement Schedule is subject to revision and the Department reserves the right to modify this schedule as it finds necessary, in its sole discretion.

- Issue RFP: January 9, 2024
- Pre-Proposal Conference and Site Visit: January 17, 2024 at 12:00 P.M.
- Questions deadline: January 23, 2024 by 4:00 PM
- Proposals due date: February 2, 2024 by 4:00 PM
- Proposal Evaluation and Vendor Selection: on or about February 28, 2024 (projected)
- Notice to Proceed & Letter Contract: on or about March 8, 2024 (projected)

1.8.2 Project Schedule

The Department has established the following milestones for the Project, and Offerors shall base their Proposals on such milestones.

1.8.2.1 Substantial Completion Date shall be no later than the date set forth in **Section 1.4**; and

1.8.2.2 If an Offeror proposes a Substantial Completion Date earlier than that shown in **Part 1, Section 1.4**, and the Department agrees to such proposed date, such proposed date will be deemed by the Department as the contractual Substantial Completion Date for the Agreement for all purposes.

Project Schedule	Business Days from NTP	Date
CMAR Kick Off Meeting	5	March 4, 2024
Submit Baseline Schedule	10	March 11, 2024
Submit Initial Cost Estimate	15	March 18, 2024
Complete GMP Bid Set (by A/E)	95	July 15, 2024
Complete Trade Bidding	103	July 31, 2024
GMP Proposal Submitted	110	August 9, 2024
VE/GMP Negotiations Completed	120	August 23, 2024
Council Approval of GMP	155	October 11, 2024
Construction Start	203	December 18, 2024
Project Substantial Completion Date	299	September 18, 2025

1.9 Selection Criteria

Proposals will be evaluated in accordance with **Part 3** of this RFP.

1.10 Economic Inclusion

The Department requires that Local, Small and Disadvantaged Business Enterprises (“LSDBE”) 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 residents participate in the Project to the greatest extent possible.

1.11 RFP Documents

The documents included in this RFP consist of this RFP in all of its parts, all addenda, attachments and exhibits contained or identified in the RFP’s sections (collectively, the “RFP Documents”). Each Offeror shall review the RFP Documents and provide questions or requests for clarification, including but not limited to terms that it considers to be ambiguous or to which it takes exception. Such questions or requests for clarification will be submitted to the Department’s POC within the time specified in **Part 1, Section 1.8.1** of this RFP. The Department will review all questions and/or requests for clarification received and, if deemed appropriate, in its sole discretion, may modify the RFP Documents through addenda. Offerors shall base their Proposals on the terms and conditions of the RFP Documents included in all addenda issued.

The Attachments to this RFP are fully listed in **Part 11** of this RFP.

1.12 Obligation to Meet All of the Requirements of the RFP Documents

If awarded the Agreement, the Contractor will be obligated to meet all of the requirements of the RFP Documents for the Project Budget and within the Agreement schedule.

1.13 Offeror's Pre-Proposals Responsibilities and Representations

Each Offeror shall be solely responsible for examining the RFP Documents, including any addenda issued to the RFP, and any and all conditions which may in any way affect the Offeror's Proposal or the performance of the Work on the Project, including but not limited to:

- a) Examine and carefully study the RFP Documents, including any addenda and other information or data identified in all of the RFP Documents;
- b) Visit the Project site and become familiar with and satisfy itself as to the general, local, and site conditions that may affect the fees required to be submitted with the Offeror's Proposal;
- c) Address all potential impacts with third parties and ensure all such impacts have been included in the Offeror's Proposal;
- d) Become familiar with and aware of all federal, state, and local laws and regulations that may affect the cost, progress, or performance of its work on the Project;
- e) Determine that the RFP Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of Offeror's work on the Project; and
- f) Notify the Department in writing of all conflicts, errors, ambiguities, or discrepancies that Offeror discovers in the RFP Documents.

Any failure to fulfill these responsibilities is at the Offeror's sole risk and no relief will be provided by the Department.

PART 2 - PROJECT REQUIREMENTS

2.0 Scope of Work

Under this RFP, the Department will engage a Contractor to provide any and all construction services required to 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 as specified in **Part 1, Section 1.2** and **Section 1.4** of this RFP.

The Project will be located to the south of the existing SETLC facility at **701 Mississippi Avenue SE, Washington, DC 20032**. A new address will be created for Project facility.

Generally, the Contractor's responsibilities shall include, but will not be limited to, the following:

- a) To confirm the construction of the Project in accordance with the Contract Documents ("Contract Documents").

- b) To provide all construction management services necessary to implement the goals of the Project inclusive of, but not limited to, the following: construction management services inclusive of budgeting, cost estimating, value engineering (“Value Engineering”), constructability reviews, scheduling, project administration, management and coordination of subcontractors.
- c) To conduct subsurface investigation work if and as required for the Project.
- d) To furnish and provide all materials, management, personnel, equipment, hazardous material abatement, supervision, labor and other services necessary to complete the Project.
- e) Provide delegated structural design of pre-engineered building system complete with shop drawings. Coordinate design with building manufacturer, DGS, DPR, and A/E team.
- f) To furnish and provide FF&E. FF&E procurement schedule to be developed by the Contractor subject to DPR, the Department’s specification, agreement and acceptance.
- g) To provide one (1) year of preventative and corrective maintenance services following substantial completion and using as a basis the recommended maintenance schedule developed to meet project closeout requirements.
- h) To the extent it is applicable, the Contractor shall comply with the Public Facilities Environmental Safety Amendment Act of 2020 and D.C. Code § 10-171.03.

2.1 Contractor’s Duties; General Intent

The Contractor will be required to work with the A/E, Department, DPR, and other applicable regulatory agencies to advance the design for the Project and to construct the approved design no later than the Substantial Completion Date. The Contractor will be required to engage in preconstruction efforts to ensure constructability reviews of the design in a manner consistent with the Department’s goals for the Project (e.g., programmatic, budgetary, schedule and quality); to solicit competitive trade bids for the construction work and to develop an acceptable guaranteed maximum price and corresponding scope and schedule for the work; and to implement the requisite construction and other work necessary no later than the dates set forth in this RFP. The Contractor will be required to provide a Project ready for occupancy and shall be responsible for all items of cost except for those items set forth in **Part 2, Section 2.12** of this RFP.

2.2 Preconstruction Phase

2.2.1 Initial Deliverables

The Preconstruction Phase will start from the issuance of the notice to proceed through the execution of the GMP amendment (“GMP Amendment”). The Department will issue a notice to proceed for preconstruction services (the “Preconstruction NTP” or “Letter Contract”), attached to the RFP as **Attachment M**. Offerors are advised that they are required to submit their Proposals premised upon agreeing to the terms of the Preconstruction NTP. To the extent there are any ambiguities or inconsistencies between this RFP, the Standard Contract Provisions and the Preconstruction NTP, the order of precedence shall be: (i) the Standard Contract Provisions; (ii) Preconstruction NTP; and (iii) the RFP.

The Contractor shall prepare and provide the following initial deliverables:

2.2.1.1 Baseline Schedule. Within ten (10) business days after the Preconstruction NTP is issued, the Contractor 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 Contractor 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 Contractor and any other affected parties to properly plan the Project. The Baseline Schedule shall show: (i) key design milestones and bid packages (to be provided by the A/E); (ii) release dates for long lead items; (iii) release dates for key subcontractors; and (iv) Substantial and Final Completion Dates. The Baseline Schedule must also be submitted in Primavera 6 native format and shall be updated by the Contractor, at a minimum, on a bi-weekly basis. Bi-weekly updates to the schedule should include the original baseline schedule as well to show time difference between planned start and finish dates versus actual start and finish dates.

2.2.1.2 Construction Management Plan. The Contractor shall submit a draft of its construction management plan (“Construction Management Plan”) within thirty (30) days after the Preconstruction NTP is issued to include, but is not limited to, noise control, hours for construction and deliveries, truck routes, trash and debris removal plan, traffic and parking control, communications procedures, emergency procedures, quality control procedures, dust control, public street cleaning and repair, planned occupancy of public ways, erosion control, tree protection plan, vibration monitoring, temporary fire protection measures, Project signage, pest control, construction staging plan, and construction logistics plan.

2.2.1.3 Constructability/Sole Source/Long-Lead Time Memorandum. Concurrently with the Construction Management Plan, the Contractor shall prepare a memorandum identifying key construction concerns related to the Project. Such memorandum shall: (i) assess the constructability issues related to the Project, including site logistics; (ii) identify any items where the design is predicated on a single manufacturer and, if so, identify at least two (2) comparable products; and (iii) identify any long-lead delivery items that could adversely affect the schedule contemplated in this RFP. To the extent any such long-lead items are identified, the memorandum shall make recommendations for addressing such items.

2.2.1.4. Subcontractor Bidding Procedures. Proposal shall include: (i) a list of proposed trade packages; (ii) a list of trade subcontractors that will be invited to bid on each such package; and (iii) a narrative description of the process. At least three (3) potential subcontractors shall be identified for each trade package. In addition to the information normally required in such bids, the Contractor shall also require subcontractors to provide an estimate of the percentage of labor hours performed in completing the subcontracted work that will be performed by District residents. A copy of this deliverable shall be provided to both the Project Manager and the Contracting Officer. The Construction Manager shall have at least one “over the shoulder” review session for each major trade package with the Architect. These “over the shoulder” review sessions shall be scheduled such review prior to trade bidding.

2.2.1.5. Value Engineering & Scope Assessment. Based on the trade bids the Contractor shall prepare a written report of suggested Value Engineering strategies necessary to reconcile the costs of constructing the Project with the Department's Project Budget. The Contractor shall meet with the

Department's representatives to discuss any Value Engineering and changes in scope required to bring the project costs within the Project Budget.

2.2.1.6. GMP Formation. Based on any value engineering, scope modifications and approved changes in the Project Budget, the Contractor shall prepare and submit to the Department a GMP proposal. The Department's GMP proposal shall represent Contractor's offer to Fully Complete the Project. The GMP proposal shall include: (i) a line item construction budget; (ii) a detailed CPM schedule; (iii) a listing of the drawings upon which the GMP is based; and (iv) an LSDBE utilization plan. In the event that the Department and the Contractor are unable to agree upon a GMP or schedule for the Project, the Department shall have the right to terminate the Contract and assume any trade subcontracts held by the Contractor. The GMP shall be subject to review and approval by the Council for the District of Columbia in the event it exceeds the previously approved Contract value by more than \$1 million. In such event, the GMP shall not be effective until so approved.

2.2.1.7 Additional Preconstruction Services. In addition to those items enumerated above, the Contractor shall provide such preconstruction services as are necessary to properly advance the Project. These services shall include, but are not limited to, scheduling, estimating, shop-drawings, the ordering of long-lead materials, condition assessments (including 3D reality capture scanning), building stabilization, conservator studies, archeological studies, recommended testing, additional geotechnical testing and monitoring of historic assets. The Contractor shall provide delegated structural design of the pre-engineered building system, including shop drawings, and coordinate with the manufacturer, DGS, DPR, and A/E team. The Contractor shall prepare and submit to the Department a full cost estimate of the current design no later than fifteen (15) days from execution of the Preconstruction NTP.

2.2.1.8 Disincentive Fee for Failure to Timely Submit Deliverables. The Contractor acknowledges that the Department is engaging the Contractor to provide an extensive level of preconstruction support services to minimize the potential for cost overruns, schedule delays or the need for extensive Value Engineering/re-design late in the Project and that the deliverables required under this **Section 2.2.1** are key to identify the value of such services. In the event the Contractor fails to deliver any of the deliverables required in **Section 2.2.1** (and unless such failure is the result of any event of Force Majeure), the Contractor shall be subject to disincentive fee in an amount of One Thousand Dollars (\$1,000) per day after receiving written notice from either the COTR or the Contracting Officer of failure to submit such deliverables.

2.2.1.9 Permits. The Contractor will be responsible for preparing and submitting all permits and applications for other approvals that are necessary for the construction of the Project. No later than ten (10) days after the notice to proceed for Preconstruction Services, the Contractor shall prepare and submit a matrix that identifies all permits and land use approvals that are required for the Project to proceed. The matrix should include zoning and other land use entitlements, building permits, as well as trade permits and lane closure permits. The matrix shall identify the specific permit, the date by which such is needed to maintain the Project's Schedule, and a status column. The matrix shall be updated monthly.

For permits previously submitted by the Department or the A/E, the Contractor shall provide assistance and input, if and as requested by the Department, for all such permits through the review process.

2.2.1.10 Self-Performed Work. The Contractor and its affiliates may not carry out trade work with its own forces without the Department's written permission, which permission may be withheld or conditioned by the Department in its sole and absolute judgment.

2.2.2 Early Release/Abatement, Razing, & Demolition

2.2.2.1 Abatement, Razing, & Selective Demolition / Exploratory. The Department may release the Contractor to commence hazardous material abatement, razing, and selective site demolition, or other early activities, as applicable. It is envisioned that this work **will be** released in advance of the Construction NTP.

2.2.2.2 Long Lead Materials. The Department will release funding for long-lead items once the Permit Set/Construction Documents have been approved. If the Contractor believes an earlier release is required in order to meet the Project Schedule, it shall advise the Department and make a recommendation as to the requested release date. Any decision to authorize an early release shall be made by the Department in its sole and absolute discretion.

2.3 Construction Phase

Based on the permitted and approved plans and specifications, the Contractor shall construct the Project. During the Construction Phase, the Contractor shall be required to cause the Work to be completed in a manner consistent with the design documents approved by the Department and/or by the authorities having jurisdiction and shall provide all labor, materials, insurance, bonds and equipment necessary to fully complete the Project in accordance with the drawings, specifications, schedule and budget that are issued for the Project. The Contractor shall be responsible for paying for and obtaining trade permits, other than the building permit fee, and to pay all necessary fees for utility connections and the like. The work shall be accomplished in accordance with the following:

2.3.1 In order to properly manage the Project, the Contractor shall be required to undertake at minimum the following tasks:

- a. Participate and assist in Project/Planning meetings, during all phases and provide a project manager for the entire duration of the Project.
- b. Provide and maintain a fully equipped office on-site to perform all required Contractor duties.
- c. Participate and assist in A/E led community meetings as support throughout the design phases of the Project.
- d. Maintain full-time, on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log.
- e. Conduct weekly progress meetings following a Contractor generated agenda and meeting minutes with the Project Manager and all trades.
- f. Provide general safety and signage and posting for the Project and ensure that each subcontractor prepares and submits adequate safety program and monitoring throughout the Project.
- g. Provide a written monthly report that includes: (i) an updated schedule analysis; (ii) an updated cost report; (iii) a monthly review of cash flow; and (iv) a narrative of the work performed.

- h. Manage the change order process with the trade subcontractors to verify validity, purpose, and cost.
- i. Prepare payment requests, verify accuracy and forward for approval and payment.
- j. Assemble close-out documents required, including an O&M Manual.
- k. Provide assistance to DPR and DGS through any applicable warranty periods.
- l. Take control of the site and install the necessary construction fences and other devices to properly secure the site. It is anticipated that this will occur when the Construction Phase begins. The Contractor's storage/laydown area will be limited to the limits of disturbance shown on the approved construction plans. Additionally, the Contractor is responsible for safety of equipment on site and must follow guidelines spelled out in **Section 2.5.2**.
- m. Abate hazardous materials, if required, in accordance with Environmental Protection Agency ("EPA") and all jurisdictional agencies.
- n. Demolition, including razing existing park features, complete excavation and site grading necessary to complete the Project.
- o. Salvage and store all items as identified by the Department.
- p. Pay all permits and fees associated with the Project, other than the building permit fees.
- q. Provide all required insurance and performance and payment bonds before issuing the NTP.
- r. Remove the balance of construction debris off site in accordance with all applicable rules and regulations of those jurisdictions having authority.

2.3.2 The CMAR shall be required to undertake, at a minimum, the tasks described below:

Take control of the site and install the necessary construction fences and other devices to properly secure the site. It is anticipated that this will occur when the Construction Phase begins. The CMAR's storage/laydown area will be limited to the limits of disturbance shown on the approved construction plans. Additionally, the CMAR is responsible for safety of equipment on site and must follow guidelines spelled out in **Section 2.5.2**.

2.3.2.1 Abate hazardous materials, if required, in accordance with EPA and all jurisdictional agencies.

2.3.2.2 Demolition, including razing existing park features, complete excavation and site grading necessary to complete the Project.

2.3.2.3 Salvage and store all items as identified by the Department.

2.3.2.4 Pay all permits and fees associated with the Project, other than the building permit fees.

2.3.2.5 Provide all required insurance and performance and payment bonds.

2.3.2.6 Remove the balance of construction debris off site in accordance with all applicable rules and regulations of those jurisdictions having authority.

2.3.3 Drawings & Specifications. All of the Work shall be constructed in strict compliance and in accordance with the final Construction Documents issued for and approved by the Department.

2.3.4 Compliance with Other Requirements. In performing the Work, the Contractor and its subcontractors shall comply with all of the applicable provisions of the Standard Contract Provisions and the requirements set forth in **Section 2.5** (Site Safety), **Section 2.7** (Workhours; Coordination with the District.), and **Section 2.8** (Quality Control Plan) of this RFP.

2.3.5 Site Office. Throughout the Work, the Contractor shall provide and maintain a fully equipped construction office on the Project site. The Contractor shall, at all times, provide and maintain a fully equipped construction office for DGS staff assigned to the Project. The costs for these Site Office(s) shall be included as part of the Design-Builder's general conditions cost.

2.3.6 Supervision. Throughout the Work, the construction office shall be managed by personnel competent to oversee the Work at all times while construction is underway. Such personnel shall maintain full-time, on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log.

2.3.7 Weekly Progress Meetings. Throughout the Work, the Contractor shall conduct weekly progress meetings following the Contractor's generated agenda with the Department's Project Manager and key trade subcontractors. The Contractor shall draft and circulate the meeting minutes on a weekly basis.

2.3.8 Move-in Assistance. The Contractor shall assist the project team in relocating FF&E and other items, as applicable. The GMP shall include an allowance and Scope of Work for these activities.

2.3.9 Delay Liquidated Damages. If the Scope of Work is not substantially complete by the Substantial Completion Date, the Contractor shall be subject to liquidated damages in an amount of One Thousand Dollars (\$1,000) per day. These damages shall not apply if the delay is the result of Force Majeure and the Contractor otherwise complies with the provisions set forth in the Agreement and Standard Contract Provisions.

2.3.10 Hazardous Materials. The Contractor's Scope of Work includes the abatement and removal of hazardous materials found anywhere on or within the Project site. In performing such work, the Contractor shall comply with all laws, including, without limitation, the requirements of the Environmental Protection Agency and all jurisdictional agencies and all laws relating to safety, health welfare, and protection of the environment, in removing, treating, encapsulating, passivating, and/or disposing of hazardous materials, including, but not limited to, removal, treatment, encapsulation, passivation, and/or disposal of the hazardous materials. If any notices to governmental authorities are required, the Contractor shall also give those notices at the appropriate times. The Contractor shall ensure abatement subcontractors and disposal sites are appropriately licensed and qualified. In addition, the Contractor shall ensure that any subcontractors involved in the abatement of hazardous materials maintain a contractor's pollution legal liability insurance policy of at least Two Million Dollars (\$2,000,000) for the duration of the Project and a period of ten (10) years after Substantial Completion of the Project, and that any disposal site to which hazardous materials are taken carries environmental impairment liability insurance for the duration of the Project and a period of ten (10) years after Substantial Completion of the Project. The Contractor's obligations under this **Section 2.3.10** shall include signing (as the agent for the Department) any manifests required for the disposal of hazardous materials.

2.3.11 Salvaged and Stored Items. The Contractor 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.

2.4 Intentionally Omitted.

2.5 Site Safety

2.5.1 General Responsibility. The Contractor shall provide a safe and efficient site, with controlled access. As part of this obligation, the Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project, and shall comply with the requirements set forth in **Article 16, Section F** of the Standard Contract Provisions.

2.5.2 Safety Plan. Prior to the start of construction activities, the Contractor shall prepare a safety plan for the Construction Phase conforming to OSHA 29 CFR 1926 (such plan, the "Safety Plan"). This Safety Plan developed by the Contractor shall describe the proposed separation and the specific nature of the safety measures to be taken including fences and barriers that will be used and the site security details. This Safety Plan will be submitted to the District for their review and approval prior to the commencement of construction. Once the Safety Plan has been approved, the Contractor shall comply with the plan at all times during construction. The Contractor shall be required to revise the Safety Plan as may be requested by the Department or DPR. The cost of revising and complying with the plan shall not entitle the Contractor to an increase in the GMP. The Contractor will not be permitted to commence the Construction Phase until the Safety Plan is submitted and in no event shall any resulting delay constitute an excusable delay. Additionally, the Contractor shall comply with the requirements of **Article 27, Section A** of the Standard Contract Provisions.

2.5.3 Safety Barriers/Fences. As part of its responsibility for Project safety, the Contractor shall install such fences and barriers as may be necessary to separate the construction areas of the site from the public. The Contractor shall describe in the Safety Plan the proposed separation and the specific nature of the fences and barriers that will be used.

2.5.4 Site Security. The Contractor shall be responsible for site security and shall be required to provide necessary measures to protect the site from unwanted intrusion, including but not limited to soliciting the services of the District's Protective Services Division (PSD) to provide additional security of the site if necessary.

2.5.5 Exculpation. The right of the Department and DPR to comment on the Safety Plan and the nature and location of the required fences and barriers shall in no way absolve the Contractor from the obligation to maintain a safe site.

2.5.6 Temporary Power and Construction. The Contractor shall be responsible for the cost of temporary power used during the construction of the Project, including, but not limited to, the cost of installing such temporary wiring as may be required to bring power to the site. The Contractor shall also be responsible for the cost of all temporary construction necessary on the site.

2.5.7 Site Cleanliness. During the Agreement performance and/or as directed by the Department, as the installation is completed, the Contractor shall ensure that the site is clear of all extraneous materials, rubbish, or debris.

2.6 Reporting Requirements

The Contractor shall be required to submit the following reports:

2.6.1 Monthly Report. The Contractor shall provide written reports to the Department on the progress of the entire Work at least monthly from Preconstruction NTP until Final Completion of the Project. The monthly report shall include: (i) an updated schedule analysis, including any plans to correct defective or deficient work or recover delays; (ii) an updated cost report; (iii) a monthly review of cash flow; (iv) a quality control report; and (v) progress photos.

2.6.2 Bi-Weekly Schedule Updates. The Contractor shall provide a Baseline Schedule update to the Department, on the progress of the entire Work at least bi-weekly, in the same format set forth in **Section 2.2.1.1** of this RFP. The update shall reflect the actual progress of the Project, identify developing or potential delays, regardless of their cause, and reflect the Contractor's best projection of the actual date by which Substantial Completion and Final Completion of the Project will be achieved. The Contractor shall also state what must be done to avoid or reduce that delay, changes that have occurred since the last update, including those related to major changes in the Scope of Work, activities modified since the last update, revised projections of durations, progress and completion, revisions to the schedule logic or assumptions, and other relevant changes.

2.6.3 Use of ProjectTeam. The Contractor shall utilize the Department's ProjectTeam system to submit any and all documentation required to be provided by the Contractor for the Project, including or other web-based document management system to submit any and all documentation required to be provided by the Contractor, including, but not limited to: (i) requests for information; (ii) submittals; (iii) meeting minutes; (iv) invoices/applications for payment (full package including all forms required by the Department); (v) certified payrolls (in addition to upload via LCP Tracker); (vi) drawings and specifications; (vii) punchlist; and (viii) other documents as may be designated by the Department.

2.6.4 Invoice Submittal. The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>. The Contractor shall submit proper invoices on a monthly basis. To constitute the required documentation for the invoice per Article 8 of the Standard Contract Provisions, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

2.7 Workhours; Coordination with all parties and Community

2.7.1 Workhours. The Contractor shall comply with the Noise Ordinance and neither it nor its subcontractors shall undertake work on the Project site other than at the times and sound level permitted by the Noise Ordinance.

2.7.2 Parking. The Contractor shall organize its work in such a manner so as to minimize the impact of its operations on the surrounding community. To the extent that the number of workers on the site is likely to have an adverse impact on neighborhood parking, the Contractor shall develop a parking plan for those individuals working on the site that is reasonably acceptable to the Department.

2.7.3 Wheel Washing Stations. The Contractor shall provide wheel washing stations on site to prevent the accumulation of dirt and other refuse on the streets surrounding the Project site.

2.7.4 Outreach Plan. The Contractor shall keep the Department informed of the construction activities and their potential impact on the community. The Contractor shall submit the plan to the Department prior to its implementation and such plan shall be subject to the Department's review and approval.

2.8 Quality Control Plan

2.8.1 General Obligation. The Contractor shall be responsible for all activities necessary to manage, control, and document work to ensure compliance with the Contract Documents as outlined in **Part 7**. The Contractor's responsibility includes ensuring adequate quality control services are provided by the Contractor's employees and its subcontractors at all levels. The Work activities shall include safety, submittal management, document reviews, reporting, and all other functions related to quality construction.

2.8.2 Quality Control Plan. The Contractor shall develop a quality control plan for the Project (the, "Quality Control Plan"). A draft of the Quality Control Plan shall be submitted to the Department and shall be subject to the Department's review and approval. The Quality Control Plan shall be tailored to the specific products/type of construction activities contemplated in the Design Development Documents, and in general, shall include a table of contents, quality control team organization, duties/responsibilities of quality control personnel, submittal procedures, inspection procedures, deficiency correction procedures, documentation process, and a list of any other specific actions or procedures that will be required for key elements of the Work.

2.8.3 Implementation. During the Construction Phase, the Contractor shall perform regular quality control inspections and create reports based on such inspections pursuant to the Quality Control Plan. These quality control reports shall be provided to the Department electronically on a monthly basis. The Contractor shall incorporate a quality control section in the progress meetings to discuss outstanding deficiencies, testing/inspections, and upcoming work. The monthly report shall include a detailed summary of the steps that are being employed to provide quality construction and workmanship. The monthly report should specifically address issues raised during the month and outline the steps that are being used to address such issues.

2.8.4 Corrective Action Plan. The Department shall have the right to direct the Contractor to revise the Quality Control Plan in accordance with the Agreement.

2.9 Project Close-out

2.9.1 Punchlist. Promptly after Substantial Completion, the Contractor shall develop a punchlist. Once the punchlist is prepared, the Contractor shall inspect the Work along with representatives from the Department. The punchlist shall be revised to reflect additional work items that are discovered during such inspection. The Contractor shall correct all punchlist items no later than ninety (90) days after Substantial Completion is achieved.

2.9.2 Training. The Contractor shall provide training to DPR and the Department staff on all of the building systems, as applicable. The Contractor shall be required to schedule such training sessions and shall use commercially reasonable efforts to ensure all such training occurs prior to the Final Completion Date.

2.9.3 Warranties & Manuals. Subsequent to Substantial Completion Date and no later than fifteen (15) days following the Substantial Completion Date, the Contractor shall prepare and submit the following documentation: (i) a complete set of product manuals (O&M), training videos, warranties, etc.; (ii) attic stock; (iii) an equipment schedule; (iv) a proposed schedule of maintenance for the new building; (v) environmental, health and safety documents for the new building; and (vi) all applicable inspection certificates/permits (boiler, elevator, emergency evacuation plans, health inspection, etc.) for the new building.

No later than thirty (30) days following the Substantial Completion Date, the Contractor shall prepare and submit: (i) a complete set of its Project files; (ii) a set of record drawings; and (iii) any additional documentation required by the Turnover Protocol Document listed in **Attachment Q**.

2.9.4 Eleven Month Walk. The Contractor shall use commercially reasonable efforts to schedule a joint inspection of the Project during the eleventh month after Substantial Completion is achieved. During such inspection, the Contractor and a representative of the Department shall walk the Project to identify any necessary warranty work.

2.9.5 Support for Initial Heating & Cooling Season. The Contractor and its mechanical subcontractor shall provide support to DPR and the Department during system start-up and in initial operation for the first heating and cooling season after Substantial Completion is achieved, if required.

2.10 Costs and Fees

2.10.1 Reimbursable Costs

The following costs shall be reimbursable at cost and without mark-up:

- a) Payments made by the Contractor to subcontractors and suppliers, but only in accordance with the Subcontracts and Supply Agreements;
- b) All amounts due to the Contractor under the terms of the Department's written authorization for the Contractor to perform any portion of the Work as Self-Performed Work. If an

authorization for the Contractor to engage in Self-Performed Work is not on a fixed-price basis, then, as to that work, the following costs shall be within the Cost of the Work:

1. **Labor.** Properly documented wages actually paid to Project foremen, construction workers, and other personnel in the direct employ of the Contractor, while engaged in approved Self-Performed Work, together with contributions, assessments, payroll taxes, or fringe benefits required by the laws or applicable collective bargaining agreements.
 2. **Incorporated Materials.** The cost, net of trade discounts, of all materials, products, supplies and equipment incorporated into the Self-Performed Work, including, without limitation, costs of transportation and handling.
 3. **Unincorporated Materials.** The cost of materials, products, supplies and equipment not actually installed or incorporated into the Self-Performed Work, but required to provide a reasonable allowance for waste or spoilage, subject to the Contractor's agreement to turn unused excess materials over to the Department at the completion of the Project or, at the Department's option, to sell the material and pay the proceeds to the Department or give the Department a credit in the amount of the proceeds against the Cost of the Work.
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- c) Royalty and license fees paid for use of a design, process or product, if its use is required by the Agreement or has been approved in advance by the Department;
 - d) Fees for obtaining all required approvals or permits associated with the abatement, demolition, utilities abandonment, and utility relocation, and all trade permit fees.
 - e) All fees and other costs necessarily incurred to carry out testing and inspection required by the Agreement, or otherwise to maintain proper quality assurance. The costs the Contractor incurs to schedule and coordinate any additional testing and inspections the Department may decide to conduct itself shall be reimbursable unless the additional testing establishes that the work tested was defective or otherwise failed to satisfy the Agreement's requirements, in which case the Contractor shall pay the costs, without reimbursement;
 - f) All bonds to jurisdictional agencies (utilities, storm water management, land disturbance, and grading); and
 - g) All performance and payment bonds and general liability insurance. The Department may, in its sole discretion, allow the Contractor to recover the costs of subcontractor default insurance at a mutually agreed upon rate in lieu of trade level bonds, provided that such insurance be approved by the Department in advance and after being presented with a cost-benefit analysis of such use.

2.10.2 Lump Sum General Conditions Cost

The Contractor shall propose a lump sum amount for the cost of General Conditions, and this lump sum amount shall be the extent of what the Contractor is entitled to recover for the cost of General Conditions (such cost, the "Lump Sum General Conditions Cost"). The Lump Sum General Conditions Cost shall not be increased or decreased as a result of Change Orders or Change Directive unless such changes: (i) extend the duration of the Project beyond the time identified in **Section 1.4**; and (ii) the

Contractor can demonstrate to the satisfaction of the Department that such additional General Conditions costs are necessary and not due to any fault of the Contractor, its subcontractors, materialmen, consultants or anyone making claims thereunder. To the extent the CMAR incurs General Conditions Costs in excess of the Lump Sum General Conditions Cost, the CMAR shall not be entitled to reimbursement for such amounts unless the Department authorizes, by written Contract Modification, an increase to the Lump Sum General Conditions Cost. Nonetheless, in such an event, if the CMAR exceeds the Lump Sum General Conditions Cost, the CMAR shall continue to be required to adequately staff the Project and provide all Construction Services. General Conditions may include, but are not limited to:

- a) Cost of construction staff;
- b) Fringe Benefits associated with construction staff;
- c) Payroll taxes and payroll insurance associated with construction staff;
- d) Staff costs associated with obtaining permits and approvals;
- e) Out-of-house consultants, including, but not limited to, permit expeditors, safety managers, and schedulers;
- f) Job vehicles;
- g) The field office(s) for the CMAR and Department, including, but not limited to: (i) trailer purchase and/or rental; (ii) field office installation, relocation and removal; (iii) utility connections and charges during the Construction Phase; (iv) furniture; and (v) office supplies;
- h) Office equipment including, but not limited to: (i) computer hardware and software; (ii) fax machines; (iii) copying machines; (iv) voice/data system installation and use charges; and (v) job radios;
- i) Local delivery and overnight delivery costs;
- j. Field computer network;
- k. First aid facility;
- l. Printing cost for drawings, bid packages, etc.;
- m. BIM Cost (software, seats, hardware);
- n. Parking costs for the construction staff;
- o. Salting sidewalks and shoveling snow on sidewalks that surround the site; and
- p. Exterior site fencing, fence wrapping and construction signage.

2.10.3 Non-Reimbursable Costs

The following costs shall not be reimbursable:

- a) Any personnel or labor costs other than those provided for in **Section 2.10.1(b)(1)**.
- b) Fees for any permits or licenses the Contractor requires to conduct its general business operations.
- c) Capital expenses and interest on capital employed for the Work.
- d) The cost of home or regional offices, it being understood that compensation for such costs included in the Construction Management Fee and Award Fee.
- e) Sales or use taxes, unless the Contractor establishes that applicable law required payment of such taxes.
- f) Costs due to the errors or omissions of the Contractor or its subcontractors or suppliers at all tiers, negligent or otherwise.

- g) Costs due to breach of Contract by the Contractor or its subcontractors or material suppliers at all tiers, including, without limitation, costs arising from defective or damaged work or its correction, disposal of materials or equipment erroneously supplied, and repairs to property damaged by the Contractor or its subcontractors or material suppliers at all tiers.
- h) Any costs incurred in performing work of any kind before Preconstruction NTP, unless specifically authorized by the Department in advance and in writing.
- i) Direct or indirect costs of any kind, except those expressly included in **Section 2.10.1**.

2.11 Construction Management Fee & Award Fee Calculations

The Contractor's compensation shall consist of: (i) the Preconstruction Fee; and (ii) Construction Management Fee bid by selected Offeror. In addition, the Contractor shall be entitled to recover the Lump Sum General Conditions Cost as is defined in **Section 2.10.2**.

2.11.1 Preconstruction Fee. The Preconstruction fee shall be Contractor's sole compensation for services performed during Preconstruction Phase.

2.11.2 Base Construction Management Fee. The Construction Management Fee shall be divided into two categories. Seventy-five percent (75%) of the Construction Management Fee shall be referred to as the "Base Construction Management Fee" and the remaining twenty-five percent (25%) shall be at risk (the "At Risk Portion"). The Base Construction Management Fee shall be paid in monthly progress payments. Each of those amounts shall be paid in equal monthly installments spread over the duration of each such phase. To the extent that the Agreement duration is extended, the then remaining amounts of the Base Construction Management Fee will be reallocated such that the then existing portion of the Base Construction Management Fee allocated to each phase shall be evenly spread over the then-remaining duration of the phase.

2.11.3 Award Fee Determination. The Contractor shall be entitled to the At-Risk Portion as follows:

- a) If the GMP is agreed upon by the Contractor and the Department on **or before July 15, 2024** the Contractor shall earn twenty five percent (25%) of the At-Risk Portion of the Construction Management Fee.
- b) The Contractor shall earn twenty five percent (25%) of the At-Risk Portion of the Construction Management Fee if the Project is **Substantially Complete on or before September 18, 2025**.
- c) The Contractor shall be eligible to earn up to Twenty Five percent (25%) of the Award Fee Pool ("Award Fee Pool") based on the overall level of quality of the Project as delivered (such amount, the "Quality Incentive Amount"). Entitlement to this portion of the Award Fee Pool shall be determined by an award fee committee (the "Award Fee Evaluation Committee"), which will be appointed by the selected Offeror and the Department within sixty (60) days after award. The Award Fee Evaluation Committee will consist of: (i) the Department's Deputy Director for Capital Construction; (ii) a senior representative from DPR; and (iii) a senior member of the Program Management team that is not involved in the day-to-day management of this Project that is acceptable to both the Department and the Contractor. Upon Substantial Completion, the Award Fee Evaluation Committee shall inspect the Project and assess the

overall appearance, functionality and level of quality found in the Work. In making this determination, the Award Fee Evaluation Committee shall endeavor to reach a consensus among its members and ascribe one of the following four words to the overall success of the design intent: poor, fair, good or excellent.

If the panel determines that the overall level of success was poor, then the panel shall award Zero Dollars (\$0); if the panel determines that the overall level of success was fair, then the panel shall award one third (1/3) of the Construction Quality Incentive Amount; if the panel determines that the overall level of success was good, then the panel shall award two thirds (2/3) of the Construction Quality Incentive Amount; and if the panel determines that the overall level of success was excellent, then the panel shall award all of the Construction Quality Incentive Amount. In the event the panel cannot reach consensus, then each member of the panel shall make a determination and the three such determinations shall be averaged with poor equating to 0% of the Construction Quality Incentive Amount, fair equating to 33% of the Construction Quality Incentive Amount, good equating to 67% of the Construction Quality Incentive Amount, and excellent equating to 100% of the Construction Quality Incentive Amount.

- d) The Contractor shall earn twenty-five percent (25%) of the At-Risk Portion of the Construction Management Fee if the Project is completed for an amount that does not exceed more than one hundred three percent (103%) of the GMP as initially established. Entitlement to this portion of the Award Fee Pool shall be based on the final outcome of the Project. For the avoidance of doubt, the Contractor shall not be entitled to earn such portion of the Award Fee Pool even if the failure to deliver within the 103% cost goal was caused by DPR, the Department, delays resulting from the permitting or zoning process, or an event of Force Majeure.

2.12 Excluded Cost Elements

It is the Department's intent that the Contractor 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 Contractor 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) Design by Architect/Engineer and its sub-consultants;
- b) 3rd Party Material Testing;
- c) Commissioning;
- d) 3rd Party Inspections;
- e) Costs of active DPR equipment; and
- f) 3rd Party Plan Review.

2.13 Key Personnel; Diversion

2.13.1 Identification of Key Personnel. The following individuals shall be considered key personnel ("Key Personnel"): (i) the Project Executive; (ii) the Field Superintendent; (iii) the Project Manager

who will supervise the Project; (iv) the Project Manager who will supervise the Mechanical, Electrical, and Plumbing (“MEP”) work; and (v) the individual that will manage quality control and interact with the Department’s quality control representative (Safety/Quality Assurance/Quality Control Manager). The Contractor will not be permitted to reassign any of the Key Personnel unless the Department approves the proposed reassignment and the proposed replacement.

2.13.2 Key Personnel Removal or Replacement Disincentive Fee. If the Contractor removes or reassigns one of the Key Personnel (excluding, however, instances where such personnel become unavailable due to death, disability, or separation from the employment of the Contractor or any affiliate of the Contractor) without the prior written consent of the Department's Contracting Officer, the Contractor shall pay to the Department the sum of \$25,000 for each replacement as a replacement fee and not as a penalty, to reimburse the Department for its administrative costs arising from the Contractor's failure to provide the Key Personnel. The foregoing replacement fee amount shall not bar recovery of any other damages, costs or expenses other than the Department's internal administrative costs. In addition, the Department shall have the right, to be exercised in its sole discretion, to remove, replace or to reduce the scope of services of the Contractor in the event that a member of the key personnel has been removed or replaced by the Contractor without the consent of the Department. In the event the Department exercises the right to remove, replace or to reduce the scope of services of the Contractor, the Department shall have the right to enforce the terms of the Agreement and to keep-in-place those members of the Contractor's team not removed or replaced and the remaining members shall complete the services required under the Agreement in conjunction with the new members of the Contractor's team approved by the Department.

2.14 Deliverable List

The Contractor shall be required to prepare and submit the following, in addition to any other deliverables required under this RFP and the RFP Documents:

2.14.1 Preconstruction Phase Deliverables

- a) Project Schedule and Cost estimate for all A/E deliverables, including but not limited to Design Development Documents, as requested.
- b) List of Long Lead Items that could adversely impact the Project’s schedule and recommendations for purchase.
- c) List of subcontractors from which the Contractor has solicited bids and bidding procedure.
- d) Trade bid tabulations, including all subcontractor Proposals to include cost estimates for all Operating items in the GMP per DGS capital paygo guidelines.
- e) Statement of constructability within ten (10) days of the conclusion of the Preconstruction Phase, executed by the Contractor.
- f) Insurance Certificates.
- g) Contractor’s Performance and Payment Bonds.
- h) GMP Proposal.

2.14.2 Construction Deliverables

- a) Hazardous Material Abatement Subcontractor Insurance Certificates.
- b) Hazardous Material Abatement Records.
- c) Construction Document Packages.
- d) Progress Meeting Minutes.
- e) Project Schedule Updates.
- f) Project Progress Reports.
- g) Cost Variance Report.
- h) OSHA Safety Plan.
- i) Close out documents (Product Manuals, Warranties, etc.).
- j) Quality Control Plan.
- k) Quality Control Inspection Reports.
- l) Corrective Action Plan.
- m) ProjectTeam submissions.
- n) Invoices and Acceptable Application for Payment with Release of Liens and Claims (**Attachment P**).
- o) Insurance Certificates.
- p) Performance and Payment Bonds and Agreement of Indemnity
- q) Certificate of Substantial Completion executed by the A/E and submitted to the Department for review, concurrence and approval.
- r) Documents that may be required by Contracting Officer from time to time.

2.14.3 Close-Out Deliverables

- a) A complete set of the Contractor's Project files.
- b) A complete set of product manuals (O&M), training videos, warranties, etc.
- c) As built record drawings.
- d) Attic stock and schedule.
- e) Equipment schedule.
- f) Proposed schedule of maintenance.
- g) Environmental, health & safety documents.
- h) LEED – Preliminary Construction Review.
- i) All applicable inspection certificates/permits (boiler, elevator, emergency evacuation plans, health inspection, etc.).
- j) All other files and requirements outlined in Turnover Protocol Document (**Attachment Q**).

2.15 Licensing, Accreditation and Registration

The Contractor and all of its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the Agreement. Without limiting the

generality of the foregoing, all drawings shall be signed and sealed by a professional architect or engineer licensed in the District of Columbia.

2.16 Conformance with Laws

It shall be the responsibility of the Contractor to perform under the Agreement in conformance with the Department's Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

2.17 Davis-Bacon Act Wage Determination and 29 CFR 5.5 Davis Bacon Provision

The Davis-Bacon Act Wage Determination, as stated in **Attachment E1**, and 29 CFR 5.5 Davis Bacon Provision as stated in **Attachment E2**, are applicable to this Project. As such, the Contractor and its trade subcontractors shall comply with the wage and reporting requirements imposed by that Act. At such time as the Contractor is preparing its GMP, the Contractor shall include the current Davis-Bacon wage rates in its GMP.

2.18 Time is of the Essence

Time is of the essence with respect to the Agreement. The Project must be Substantially Complete by the Substantial Completion Date. As such, the Contractor must dedicate such personnel and other resources as are necessary to ensure that the Project is completed on time and in a diligent, skilled, and professional manner.

2.19 Building Information Modeling ("BIM")

BIM is required to be used throughout the lifecycle of the Project, including all Project phases from Project planning and concept design through construction, as-builts and into facilities management. The BIM requirements are provided as **Attachment R**. It is expected by DGS that all team members are to be committed to the use of BIM in the Project, share their ideas of BIM expertise with the team, provide BIM data as requested by other team members, look for cost savings and schedule improvements during the entire Project duration, and endeavor to leave as a legacy a fully updated, as Built, facility management ready building information model.

2.20 Protection of Existing Elements

The Contractor shall ensure the protection of all existing features, public utilities, and other existing structures during construction. The Contractor shall ensure the protection of existing, site improvements, trees and shrubs from damage during construction. Protection extends to the root systems of existing vegetation. The Contractor shall not store materials or equipment, or drive machinery, within drip line of existing trees and shrubs.

PART 3 - EVALUATION AND AWARD CRITERIA

3.0 Evaluation Criteria

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

- a) Past Performance, Relevant Experience & Capabilities (30 points).
- b) Key Personnel (20 points).
- c) Project Management Plan and Schedule (30 points).
- d) Price (20 points).
- e) Certified Business Enterprise (“CBE”) Preference (up to 12 points).

3.1 Evaluation Process

The Department shall evaluate Offerors’ proposals (“Proposal(s)”) and any requested 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 **Section 5.1**.

3.2 Evaluation Committee

Each Offeror’s Proposal shall be evaluated in accordance with this **Part 3** by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall conduct an independent evaluation of the technical Proposals in addition to consideration of the price Proposal evaluations and CBE Preference Points, if any. Thereafter, 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.

3.3 Oral Presentation

The Department does not intend to interview Offerors and contract award may be made without discussion; however, the Department reserves the right to interview Offerors in the competitive range, if necessary. If the Department conducts such interviews, each Offeror within the competitive range 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 Proposal will be re-scored at the conclusion of the oral presentation.

3.3.1 Length of Oral Presentation

Each Offeror will be given up to sixty (60) minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately forty-five (45) minutes for the Evaluation Committee to assess the presentation and prepare questions. The Offeror will then respond to questions from the Department’s Evaluation Committee for no more than ninety (90) minutes.

3.3.2 Oral Presentation Schedule

The Department does not intend to interview Offerors and contract award may be made without discussion. However, the Department reserves the right to interview Offerors in the competitive range, if necessary. If the Department conducts such interviews, each Offeror within the competitive range shall make an oral presentation to the 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.

3.3.3 Offeror Attendees

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this Project. Each Offeror will be limited to seven (7) persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of the key areas of responsibility that are deemed essential to the successful completion of the Project.

3.3.4 Topics

The Offeror may present information about its capabilities and special qualifications to serve as the Contractor for this Project, including the qualifications of the Key Personnel.

3.4 Proposal Evaluation

Each Proposal will be scored on a scale of zero (0) to one hundred twelve (112) points. Offerors will be eligible to receive up to twelve (12) of the one hundred twelve (112) points based on the Offeror's status as a CBE as outlined in **Part 4** of this RFP. The Department's evaluation shall not necessarily be limited to the information provided in the Offeror's Proposal. As part of the evaluation, the Department will also consider its own historical experience with the Offeror, and the direct experience with the Offeror of the members of the evaluation panel and others involved in the evaluation process. 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.

3.4.1 Past Performance, Relevant Experience & Capabilities (30 points)

The Department desires to engage a Contractor with the experience necessary to accomplish the objectives set forth in the RFP. The Offeror will be evaluated based the following:

- i. Demonstrated experience with construction and/or renovation of recreation centers, tennis facilities, pedestrian bridges, and extensive knowledge of such facilities in a setting similar in size and cost to the proposed Project.
- ii. Demonstrated knowledge and experience with the local subcontracting market
- iii. Past performance (considering schedule and budget) with public and/or private projects of similar scale (scale = construction budget total sf)

In evaluating these subfactors, the Department will evaluate, among other things, the Offeror's track record in delivering projects on-time and on-budget. This element of the evaluation will be worth up to thirty (30) points.

The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms, **Attachment K**, are completed and included in the Proposal. If the Offeror is a partnership, the teaming agreement shall include the intention, expectations, roles and responsibility of the prime contractor, roles and responsibility of the teaming partner, why the parties are teaming, division of the work and percentages.

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 will not be evaluated favorably or unfavorably on past performance.

If the Offeror is a team or joint venture, the names and addresses of the team or individual members of the joint venture, and copies of any joint venture or teaming agreements shall be provided. If the Offeror is a team the teaming agreement should include intention, expectations, roles and responsibility of the Contractor, roles and responsibility of the teaming partner, why the parties are teaming, division of the work and percentages. If the Offeror is a team or a Joint Venture of multiple companies, the Evaluation Committee will consider the experience of each member of the team or Joint Venture in light of their role in the proposed team or Joint Venture.

3.4.2 Key Personnel (20 points)

The Department desires that the Contractor assign the appropriate number of personnel having the necessary seniority to implement a project of this type. The personnel should have experience working together and each such individual should have the necessary level of experience and education for his or her proposed role. Proposals should identify, at a minimum: (i) the Project Executive; (ii) the Field Superintendent; (iii) the Project Manager who will supervise the Project; (iv) the Project Manager who will supervise the Mechanical, Electrical, and Plumbing (“MEP”) work; and (v) the individual that will manage quality control and interact with the Department’s quality control representative (Safety/Quality Assurance/Quality Control Manager). The availability and experience of the key individuals assigned to this Project will be evaluated as part of this element. Offerors should provide a table that identifies the specific staff that will be assigned to this Project. The table should include: (i) the individual’s name (if known); (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this Project); and (iv) the time periods during which the individual will be assigned to the Project. This table should include all personnel that will be assigned to the Project. This element of the evaluation will be worth up to twenty (20) points.

3.4.3 Project Management Plan and Schedule (30 points)

Offerors are required to submit with their proposal a management plan (“Management Plan”). The Management Plan should clearly explain how the Contractor intends to manage and implement the Project. At a minimum, it should explain (i) how the Contractor will manage the preconstruction phase; (ii) how the Contractor proposes to staff and handle construction administration phase including coordinating with the A/E for timely resolution of issues; and (iii) how the Contractor will manage constructability reviews and manage value engineering process so that the Project is within budget; and (iv) how the Contractor intends to deliver the Project taking into consideration that there is year-round DPR programming at the existing SETLC facility and the project site neighbors in the Oxon Run area.

Offerors should submit with their Management Plan a CPM schedule that shows the anticipated manner in which the Project will be constructed, including a preliminary phasing/sequencing plan for the Project, demonstrating how the Offeror will phase the work in order to meet the milestone dates

required for this Project. The schedule should be prepared using a critical path method and should show key logic ties and activity durations and should show a sufficient level of detail so as to demonstrate the Offeror's understanding of the Project and the key issues related to the Project. In addition, the Management Plan should also: (i) identify the key personnel and their specific roles in managing the Project; (ii) identify the key milestone dates and provide a description of how these dates will be achieved; (iii) provide a preliminary schedule of the work and the phasing of construction; (iv) describe how the Contractor intends to address and overcome issues related to the schedule; (v) describe the cost control management structures that will be used to ensure the Project is delivered on-budget; and (vi) describe the key challenges inherent in this Project and explain how they will be overcome or mitigated.

Each Offeror should prepare a preliminary project schedule (the "Baseline Schedule") that shows how the Offeror intends to complete the Project in a timely manner. The Baseline Schedule shall be subject to review and approval by the Department. The Contractor shall incorporate any adjustment to the Baseline Schedule as may be reasonably requested by the Department. The Baseline Schedule shall be prepared in CPM and be developed in a sufficient level of detail so as to permit the affected parties (i.e. the Department, the A/E and the Contractor) to properly plan the Project, and 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 preliminary schedule must also be submitted in Primavera 6 native format, and upon award, shall be updated by the Contractor, at a minimum, on a bi-weekly basis. The schedule should demonstrate that the Offeror understands the Project and has a workable method to deliver the Project in a timely manner. This element of the evaluation is worth up to thirty (30) points.

3.4.4 Price (20 points)

Offerors will be required to submit with their Proposals the following fee components: (i) a Preconstruction Fee; (ii) a Construction Management Fee; and (iii) a Lump Sum General Conditions Cost. The Preconstruction Fee and the Construction Management Fee will be fixed fees and should cover the cost of the Contractor's overhead and profit. To the extent the Contractor incurs General Conditions Costs in excess of the Lump Sum General Conditions Cost, the Contractor shall not be entitled to reimbursement for such amounts unless the Department authorizes, by written Contract Modification, an increase to the Lump Sum General Conditions Cost. Each Offeror will be required to complete and submit with their Proposal a copy of the pricing sheet set forth as **Attachment B**, which includes all these price components. The pricing sheet shall be submitted as part of Volume 2 (i.e. the price proposal) as more fully described in **Part 5** of this RFP. The price component will be worth up to twenty (20) points.

3.4.5 CBE Preference (12 points)

The remaining twelve (12) points will be awarded based on the Offeror status as a Small Business Enterprise ("SBE") Certified Business Enterprise ("CBE") as outlined in **Part 4** of this RFP.

PART 4 - ECONOMIC INCLUSION

4.0 Preference for Certified Business Enterprises

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2005”, D.C. Code § 2-218.01 *et seq.*, as amended (“Act”, as used in this section), the District shall apply preferences in evaluating proposals from businesses that are certified by the Department of Small and Local Business Development (“DSLBD”) pursuant to Part D of the Act.

4.1 Application of Preferences

For evaluation purposes, the allowable preferences under the Act shall be applicable to prime contractors as follows:

- 4.1.1** Any prime contractor that is a small business enterprise (“SBE”) certified by the DSLBD will receive the addition of three (3) points on a 100-point scale added to the overall score.
- 4.1.2** Any prime contractor that is a resident-owned business (“ROB”) certified by DSLBD will receive the addition of five (5) points on a 100-point scale added to the overall score.
- 4.1.3** Any prime contractor that is a longtime resident business (“LRB”) certified by DSLBD will receive the addition of five (5) points on a 100-point scale added to the overall score.
- 4.1.4** Any prime contractor that is a local business enterprise (“LBE”) certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score.
- 4.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (“DZE”) certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score.
- 4.1.6** Any prime contractor that is a disadvantaged business enterprise (“DBE”) certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score.
- 4.1.7** Any prime contractor that is a veteran-owned business (“VOB”) certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score.
- 4.1.8** Any prime contractor that is a local manufacturing business enterprise (“LMBE”) certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score.
- 4.1.9** Any prime contractor that is an equity impact enterprise certified by DSLBD will receive the addition of five (5) points on a 100-point scale added to the overall score.

4.2 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 the Department of Small and Local Business Development if additional information is required on certification procedures and requirements.

4.3 Subcontracting Plan

An Offeror responding to this RFP that 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 35% of the dollar volume of the Agreement shall be subcontracted in accordance with **Attachment I**.

4.3.1 Mandatory Subcontracting Requirements

The Contractor shall comply with the terms of the mandatory subcontracting requirements as follows:

- a) 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, 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 4.3.1** 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) Except as provided in paragraphs (e) and (g) below of this **Section 4.3.1**, 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.

- d) 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.
- e) Each CBE utilized to meet these subcontracting requirements shall perform at least (35%) of its contracting effort with its own organization and resources.
- f) 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.

4.3.2 Subcontracting Plan Requirements and Non-Responsive Proposals:

The Subcontracting Plan Form, **Attachment H**, must be provided as part of all Proposals, as follows:

1. If the prime contractor required by law to subcontract under this Contract, it shall submit a subcontracting plan as part of its bid in accordance with D.C. Official Code § 2-218.91, and **Section 4.3.1** of this RFP. The SBE Subcontracting Plan must list all subcontractors at every tier and 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;
 - (d) The price to be paid by the prime contractor to each subcontractor; and
 - (e) Meet the subcontracting requirements as further described in **Section 4.3.1** of this RFP.
2. If the prime Contractor is a Certified Business Enterprise (“CBE”) and self performs the entire project with its own organization and resources and will not subcontract any portion of the services, then the CBE shall only submit the SBE Subcontracting Form by selecting the self performance option located on the first page of the SBE Subcontracting Form.
3. Offerors responding to this RFP shall be deemed nonresponsive and shall be rejected if the Bidder fails to submit a Subcontracting Plan with its bid as detailed in **Section 4.3.1** and **Section 4.3.2** of this RFP.
4. Once the Subcontracting Plan is approved by the Department’s CO, changes to the plan will only occur with the prior written approval of the CO and the Director of Department of Small and Local Business Development (“DSLBD”).

5. The Subcontracting Plan shall be provided before the District accepts the submission of the bid.

4.3.3 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.

4.3.4 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.

4.3.5 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.

4.3.6 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.

4.3.7 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 G**. 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.

4.4 51% District Residents New Hires Requirements and First Source Employment Agreement

4.4.1 For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2219.01 et seq. ("First Source Act").

4.4.2 The Contractor shall enter into and maintain during the term of the Contract, a First Source Employment Agreement (Employment Agreement) (**Attachment I**) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

- (a) The first source for finding employees to fill all jobs created in order to perform the Contract shall be the First Source Register; and
- (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

4.4.3 If applicable, the Contractor 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.

4.4.4 The Contractor shall not begin performance of the Contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

4.4.5 The Contractor agrees that at least 51% of the new employees hired to perform the Contract shall be District residents. The Contractor shall ensure that at least fifty-one percent (51%) of the Contractor and every sub-consultant's and subcontractor's employees hired after the effective date of the Agreement, or after such subconsultant or subcontractor enters into a contract with the Contractor, to work on the Project shall be residents of the District of Columbia. This percentage shall be applied in the aggregate, and not trade by trade.

4.4.6 The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the Contract.

4.4.7 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the Contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

4.5.8 If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the Contract for each percentage by which the Contractor fails to meet its hiring requirements.

4.4.9 Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

4.4.10 The Contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board located at 441 4th Street, NW, Suite 350N, Washington, DC 20001.

4.4.11 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

4.4.12 Construction projects or contracts covered by this **Section 4.3** of the Contract shall be subject to the hiring and reporting requirements set forth in this Section until construction is completed and a final certificate of occupancy has been issued.

4.5 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. Thirty-five percent (35%) of all apprentice hours worked on the Project shall be worked by District residents.

4.6 Way To Work Amendment Act Of 2006

4.6.1. Except as described in **Section 4.5.9** below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 et seq.) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

4.6.2 The Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage.

4.6.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the Contract no less than the current living wage rate.

4.6.4 The DOES may adjust the living wage annually and Contractor will find the current living wage rate on its website at www.does.dc.gov.

4.6.5 The Contractor shall provide a copy of the Fact Sheet attached within **Attachment J** to each employee and subcontractor who performs services under the Contract. The Contractor shall also post the Notice attached within **Attachment J** in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

4.6.6 The Contractor shall maintain its payroll records under the Contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the Contract.

4.6.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 et seq.

4.6.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional service including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the HealthCare and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

4.6.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

4.7 Special Provisions Related To The Covid-19 Emergency (If applicable)

4.6.1 The Contractor is required to comply with Mayor’s Order 2021-099, COVID-19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns, and Grantees, dated August 10, 2021, and all substantially similar vaccine requirements, including any modifications to this Order, unless and until they are rescinded or superseded. At the request of the District government, Contractors may be asked to provide certification of compliance with this requirement and/or documents and records in support of this certification.

4.6.2 The Contractor is required to comply with City Administrator’s Order 2021-4, Resumption of Requirement for All Persons to Wear a Mask Inside District Government Buildings and While on Duty as a District Government Employee or Contractor, dated July 30, 2021, and all substantially similar mask requirements including any modifications to this Order, unless and until they are rescinded or superseded.

4.8 Nonprofit Fair Compensation Act of 2020, D.C. Code § 2-222.01 et seq.

4.8.1 Nonprofit organizations, as defined in the Act, shall include in their rates the indirect costs incurred in provision of goods or performance of services under this contract pursuant to the nonprofit organization's unexpired Negotiated Indirect Cost Rate Agreement (NICRA).

If a nonprofit organization does not have an unexpired NICRA, the nonprofit organization may elect to instead include in its rates its indirect costs:

- (1) As calculated using a *de minimis* rate of 10% of all direct costs under this contract;
- (2) By negotiating a new percentage indirect cost rate with the awarding agency;
- (3) As calculated with the same percentage indirect cost rate as the nonprofit organization negotiated with any District agency within the past 2 years; however, a nonprofit organization may request to renegotiate indirect costs rates in accordance with B.X.2; or
- (4) As calculated with a percentage rate and base amount, determined by a certified public accountant, as defined in the Act, using the nonprofit organization's audited financial statements from the immediately preceding fiscal year, pursuant to the OMB Uniform Guidance, and certified in writing by the certified public accountant.

4.8.2 If this contract is funded by a federal agency, indirect costs shall be consistent with the requirements for pass-through entities in 2 C.F.R. § 200.331, or any successor regulations.

4.8.3 The Contractor shall pay its subcontractors which are nonprofit organizations the same indirect cost rates as the nonprofit organization subcontractors would have received as a prime contractor.

4.9 Campaign Finance Reform Act

4.9.1 The Contractor agrees to comply with the Campaign Finance Reform Act certification requirement pursuant to D.C. Official Code § 1-1161.01 and will satisfy all self-certification requirements prior to the execution of any contract, as applicable.

PART 5 - PROPOSAL ORGANIZATION AND SUBMISSION

5.0 General

This part outlines specific information necessary for the proper organization and manner in which Offerors' Proposals should be proffered. References are made to other sections in this RFP for further explanation.

5.1 Proposal Identification

An electronic copy of the complete proposals (**Technical and Price Proposals**) shall be submitted uploaded to Contracts & Procurement Division's Submission Portal as described in **Section 5.2 by the Due Date in Section 5.3 of this RFP**. The submission should be titled: **"Proposal for CMAR for Southeast Tennis & Learning Center South Campus – DCAM- 24-CS-RFP-0003."**

5.2 Delivery or Mailing of Proposals

Proposals must be uploaded to Contracts & Procurement Division's Submission Portal using the link below:

<https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2>

The Submission Portal's preview is attached to this RFP as **Attachment U**.

5.3 Date and Time for Receiving Submissions

Proposals shall be received in the place identified in **Section 5.2** of this RFP no later than **4:00 P.M. on February 2, 2024**. The Offeror assumes the sole responsibility for timely delivery of its Proposal, regardless of the method of delivery.

5.4 Submission Size, Organization and Offeror Qualifications

The Department is interested in a qualitative approach to presentation material. Brief, clear, and concise material is more desirable than quantity. The Proposal shall be organized in two volumes, a technical proposal, and a price proposal. The Technical Proposal shall be organized as follows:

5.4.1 Executive Summary of Proposal

Each Offeror should provide a Proposal executive summary of no more than three pages.

5.4.2 General Team Information and Firm(s) Data

Each Offeror should provide the following information for the CMAR and each of its subconsultants.

- a) Name(s), address(es), and role(s) of each firm (including all sub-consultants)
- b) Firm profile(s), including:
 - 1. Age.
 - 2. Firm history(ies).
 - 3. Firm size(s).
 - 4. Areas of specialty/concentration.
 - 5. Current firm workload(s) projected over the next year.
 - 6. A list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Department and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting a Proposal to this RFP need be listed.
- c) Description of the team organization and personal qualifications of key staff, including:
 - 1. Identification of the single point of contact for the Offeror.
 - 2. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the Offeror.
 - 3. A list or chart of all personnel proposed for the Project. Such list or chart should include the following information for each individual:
 - (i) The individual's name.
 - (ii) The individual's role.
 - (iii) The percentage of time that will be devoted by the individual to the Project. This should be identified for each phase of the Project.
 - (iv) The individual's resume. Resumes should indicate the individual's experience on the eight (8) relevant projects and identify the role of the individual in each past project noted on the resume. The resume should also clearly identify how long the individual has worked in the construction industry and should indicate the number of years of experience in his or her current role and the prior roles.
 - (v) The individual's current workload over the next two years.
 - 4. A chart showing the experience that the key team members have working together.

5.4.3 Past Performance, Relevant Experience & Capabilities

- a) Detailed descriptions of no more than eight (8) projects that best illustrate the team's experience and capabilities relevant to this Project. For each such project, the Offeror should provide the information requested below:
 - 1. The name and location of the project.
 - 2. The square footage of the project
 - 3. A short narrative of the scope of the contractor's work on the project.
 - 4. The delivery method implemented on the project.

5. The start and end dates for construction.
 6. The date of CMAR's engagement and point during the design process at which builder was engaged (e.g., schematic design 50% complete; schematic design 100% complete, etc.).
 7. The initial substantial completion date and initial contract value, also noting the contract type (i.e., GMP, NTE or Lump Sum).
 8. The level of completion of Design Documents that the initial contract value was based on.
 9. The actual substantial completion date and the final contract value.
- b) The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms **Attachment K**, are completed and submitted on behalf of the Offeror directly to the Department's POC stated in **Section 1.7** by the due date for Proposals as specified in **Section 5.3**.
- c) If the Offeror is a team or Joint Venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or Joint Venture in light of their role in the proposed team or Joint Venture.

5.4.4 Project Management Plan

The Project Management Plan should contain the information requested in **Section 3.4.3** of the RFP.

5.4.5 SBE Subcontracting Plan

Each Offeror shall complete and submit as part of its Technical Proposal a Subcontracting Plan in the form of **Attachment H**.

5.4.6 First Source Employment Agreement

Each Offeror shall complete and submit as part of its Technical Proposal a First Source Agreement in the form of **Attachment I**.

5.4.7 Preliminary Project Schedule

Each Offeror should prepare a preliminary project schedule (the "Baseline Schedule") that shows how the Offeror intends to complete the Project in a timely manner. The Baseline Schedule shall be subject to review and approval by the Department. The CMAR shall incorporate any adjustment to the Baseline Schedule as may be reasonably requested by the Department. The Baseline Schedule shall be prepared in CPM and be developed in a sufficient level of detail so as to permit the affected parties (i.e. the Department, the Architect and the CMAR) to properly plan the Project, and 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 preliminary schedule must also be submitted in Primavera 6 native format, and upon award, shall be updated by the CMAR, at a minimum,

on a bi-weekly basis. The schedule should demonstrate that the Offeror understands the Project and has a workable method to deliver the Project in a timely manner.

5.4.8 Price Proposal

The Price proposal shall be organized as follows:

- a) **Form of Offer Letter/Bid Form.** Each Offeror shall submit a form of offer letter/bid form substantially in the form of **Attachment B**. Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the Proposal non-responsive.
- b) **Bidder-Offeror Certification Form.** Each Offeror shall complete and submit with its Price Proposal the Bidder-Offeror Certification Form attached hereto as **Attachment C**. An Offeror who submits an incomplete or improperly or inaccurately completed Bidder-Offeror Certification Form may be deemed non-responsive.
- c) **Tax Affidavit.** Each Offeror must submit a tax affidavit substantially in the form of **Attachment D**. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia Government.
- d) **Bid Bond.** Each Offeror shall submit with their Price Proposal a bid bond in the amount specified and further explained in **Part 9, Section 9.0**, in the form of **Attachment F**.
- e) **SBE Subcontracting Plan.** Each Offeror shall complete and submit with their Price Proposal a Subcontracting Plan in the form of **Attachment H**.
- f) **First Source Employment Agreement and Employment Plan.** Each Offeror shall complete and submit as part of its Price Proposal a First Source Agreement and Employment Plan in the form of **Attachment I**.
- g) **Certificate to Furnish Performance & Payment Bond.** Each Offeror shall submit with their Price Proposal a Certificate to Furnish Performance & Payment Bond in the form of **Attachment S**.
- h) **Equal Employment Opportunity (“EEO”) Policy Statement.** Each Offeror shall complete and submit an EEO Policy Statement in the form of **Attachment T**.
- i) Certificate of Clean Hands – Certificate of Clean Hands can be downloaded from this link: <https://mytax.dc.gov/#1>
- j) A copy of business license

- k) **Campaign Finance Reform Act:** The Offeror agrees to comply with the Campaign Finance Reform Act certification requirement pursuant to D.C. Official Code § 1-1161.01 and will satisfy all self-certification requirements prior to the execution of any Contract, as applicable, **Attachment V**.

PART 6 - PROCEDURES & PROTESTS

6.0 Contact Person

Offerors should contact the department's POC as stated in **Section 1.6** for information about this RFP or for any written questions or inquiries regarding the RFP.

6.1 Preproposal Conference and Site Visit

A pre-proposal conference and Site Visit will be held at Southeast Tennis & Learning Center South Campus, located at 701 Mississippi Ave SE, Washington, DC 20032 on **January 17, 2024 at 12:00 P.M.**

Interested Offerors are strongly encouraged to attend.

6.2 Explanations to Prospective Offerors

Each Offeror should carefully examine this RFP and any and all amendments, addenda or other revisions, and thoroughly be familiar with all requirements prior to proffering a Proposal. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the RFP shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Department that information is necessary in proffering Proposals or if the lack of information would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the Agreement shall not be binding.

Requests should be directed to Contracts & Procurement Division's Submission Portal using the link below no later than **4:00 p.m., on January 23, 2024**. The person making the request shall be responsible for prompt delivery.

<https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2>

6.3 Protests

Protests shall be governed by D.C. Official Code § 2-360.08 and Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734).

6.4 Contract Award

This procurement is being conducted in accordance with D.C. Code § 2-354.03 and the provisions of Title 27 DCMR §§ 4700, et seq., of the Department's Procurement Regulations. Responses to the RFP shall be in the form of competitive sealed Proposals and the Agreement shall be awarded based on the Proposal that is the most advantageous to the Department, or in the event of more than one award, the

Proposals that are the most advantageous to the Department. The RFP sets forth the evaluation factors and indicates the relative importance of each factor. The RFP contains a statement of work or other description of the Department's specific needs, which shall be used as a basis for the evaluation of the Proposals. Price will be evaluated; however, while price or total cost to the Department may be an important or even deciding factor in most source selections, the Department may select the source whose Proposal is more advantageous in terms of technical merit and other factors. As such, the Agreement contemplated hereunder will be awarded to the Offeror whose competitive sealed Proposal is determined by the source selection official to be the most advantageous to the Department considering technical merit and other factors.

6.5 Retention of Proposals

All Proposals shall be retained by the Department and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the Proposals shall become the property of the Department and the Department shall reserve the right to distribute or use such information as it determines.

6.6 Examination of Proposals

Offerors are expected to examine the requirements of all instructions outlined in the RFP Documents including all amendments, addenda, attachments and exhibits. Failure to do so shall be at the sole risk of the Offeror and may result in disqualification.

6.7 Late Submissions: Modifications

- a) Any Proposal or BAFO received after the time specified in **Section 5.3** shall not be considered.
- b) Any modification of a Proposal, including a modification resulting from the CCO's requests for BAFO, is subject to the same conditions as in **Section 6.8(a)** stated above.
- c) The only acceptable evidence to establish the time of receipt at the Department's designated office is the time date stamp of such installation on the Proposal wrapper or other documentary evidence of receipt maintained by the installation.
- d) Notwithstanding any other provisions of this RFP to the contrary, a late modification of an otherwise successful Proposal which makes its terms more favorable to the Department may be considered at any time as received and may be accepted.
- e) Proposals shall be irrevocable and remain in full force and effect for a period not less than one hundred twenty (120) days after receipt of Proposals.

6.8 No Compensation for Preparation of Submissions

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any Proposals submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any Proposals, statements, reports, data, information, materials or other documents or items.

6.9 Rejection of Submissions

The Department reserves the right, in its sole discretion:

- a) To cancel this RFP, in whole or in part, at any time before the opening of Proposals and/or reject all Proposals.
- b) To reject Proposals that fail to prove the Offeror's responsibility.
- c) To reject Proposals that contain conditions and/or contingencies that in the Department's sole judgment, make the Proposals indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- d) To waive minor irregularities in any Proposal provided such waiver does not result in an unfair advantage to any Offeror.
- e) To take any other action within the applicable Procurement Regulations or law.
- f) To reject the Proposal of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such Proposal or this RFP.
- g) To reject Proposal that indicates a lack of understanding of any aspect of the Project.
- h) To reject Proposals that is too costly, financially or otherwise, to the Department relative to other Proposals and the Project budget.
- i) To reject Proposals where the Offeror has altered any pricing element or line item by Thirty Percent (30%) from the initial Proposal or median price for that pricing element or line item in response to a Request for a best and final offer.
- j) To reject Proposals that are deemed non-responsive.

6.10 Limitation of Authority

Only a Contracting Officer with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the CCO or its authorized Contracting Officers.

6.11 Non-Responsive Proposals

6.11.1 Certification. The Department may consider a Proposal non-responsive if the Offeror fails to properly complete or provides accurate information on the Bidder/Offeror Certification Form, **Attachment C**.

6.11.2 Core Competency. The Department may consider a Proposal non-responsive if the Offeror, whether by inclusion or omission, fails, in the Department's sole judgment, to demonstrate an understanding and competence in every aspect of the Project.

PART 7 - CONSTRUCTION MANAGEMENT AT RISK AGREEMENT

7.0 Contract Documents

The Design-Build Agreement Form of Contract is attached to the RFP as **Attachment M**. The Standard Contract Provisions are attached hereto as **Attachment G**. Offerors should carefully review the Standard Contract Provisions when submitting their Proposals. To the extent there are any ambiguities or inconsistencies among this RFP, the Standard Contract Provisions and the Agreement, the Standard Contract Provisions and the 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.

PART 8 - INSURANCE REQUIREMENTS

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance to the Contracting Officer (CO) giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 for each occurrence, and a \$2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or its equivalent) to The Government of the District of Columbia
- b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
- c) A waiver of subrogation in favor of The Government of the District of Columbia
- d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
- e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor in connection with work under this agreement, with a minimum combined single limit of \$1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Contractor shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

- a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
- b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
- b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
- c) A waiver of subrogation in favor of The Government of the District of Columbia
- d) Defense costs shall be in addition to and not erode the limits of liability
- e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier, and Truckers (or its equivalent)

3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

The Workers Compensation and Employers Liability shall be further endorsed to:

- a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
 - b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
 - c) Where applicable, include Jones Act Coverage for seamen or crew members on an “if any” basis.
4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Contractor’s operations or services with a limit of \$2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Contractor on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Contractor shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.
5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.
6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits of \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.
7. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3rd party fidelity to cover the dishonest acts of Contractors, its employees and/or volunteers which result in a loss to the District. The Government of the District of Columbia shall be included as loss payee. The policy shall provide a limit of \$15,000 per occurrence.

8. Environmental Liability/Contractors Pollution Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of environmental liability insurance covering losses caused by pollution or other hazardous conditions arising from ongoing or completed operations of the Contractor. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), clean-up costs, transit and non-owned disposal sites. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements. There shall be neither an exclusion nor a sublimit for mold or fungus-related claims. The minimum limits required under this paragraph shall be \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous completed operations coverage will be maintained for at least ten (10) years or an extended reporting period shall be purchased for no less than ten (10) years after completion.

The Contractor also must furnish to the CO Owner certificates of insurance evidencing environmental liability insurance maintained by third party transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.

The Environmental Liability policy shall be further endorsed to include The Government of the District of Columbia as an Additional Insured.

9. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the CO with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, Workplace Torts, "Bullying" in "any location" and "by any means," including the Internet, whether between employees of contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend The Government of the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
10. Installation-Floater Insurance - For projects not involving structural alterations, the contractor shall provide an installation floater policy with a limit equal to the Property values being installed as part of the project. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor.
11. Riggers Liability - If and to the extent Contractor's services or scope of Work call for, require, or involve the lifting, picking, rigging and setting of others property, materials or equipment, Contractor shall procure, maintain and pay for Riggers Liability Insurance to insure against physical loss of or damage in amounts sufficient to insure the full market value and / or replacement costs of the property, materials or equipment being lifted. In addition to replacing any property, materials or equipment damaged through Contractor's work involving the lifting, picking, rigging and or setting, Contractors shall also be responsible for all consequential loss of use, and delay damages involved in replacing and / or repairing

the damaged property, materials, or equipment. Failure to carry appropriate insurance and or failure to carry adequate limits shall not relieve Contractor from its indemnity and contractual obligations herein.

12. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional, or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts or through a separate stand-alone sexual abuse and molestation policy with confirmation there are no exclusions for abuse or assault & battery under the General Liability. So called “silent” coverage or “shared” limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the ORM for compliance review.

Construction Projects Controlled by the District

For construction projects controlled by the District, the District will procure the following policies with the District listed as the first named insured. Since the District will control the placement of the policies, the District should not contractually bind itself to secure coverage broader than the minimum that satisfies the interests of the Contractor.

Builders Risk – The District shall purchase and maintain, in a company authorized to do business in the jurisdiction in which the project is located, builders risk insurance, written on an “all risk”, special causes of loss or equivalent form. Builders risk coverage will include boiler and machinery / equipment breakdown, earthquake, and flood perils. Building ordinance and terrorism coverage will be included.

The deductible shall not exceed \$25,000 except for earthquake, flood, windstorm, water damage or other perils at the discretion of the District and as available in the insurance industry.

The project limit shall equal the replacement value of the structure, including coverage for property in transit and stored off premises.

At the discretion of the District, builders risk coverage will extend to soft costs and delayed completion.

Builders risk insurance shall include the interests of The Government of the District of Columbia, the Contractor, Subcontractors and Sub – subcontractors in the project.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS

Any and all subcontractors engaged by Contractor for work under this agreement shall be required to have the same insured required of Contractor. Should the Contractor wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be

performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor. In either instance, the Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the contractor's liability under this contract.

G. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding, and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

I. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Contractor no long complying with the above requirements. The Contractor shall provide the CO with ten (10) days' prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Contractor at least 30 days' notice of the change. Contractor must comply, at your expense, and deliver to the CO evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Contractor must send to CO, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Contractor must also provide us with evidence of renewal before the expiration date of each insurance policy. Contractor is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered.

Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:

Obaidullah Ranjbar
Contracting Officer
Department of General Services
Contracts and Procurement Division
3924 Minnesota Ave, NE, 5th Floor
Washington, DC 20019
Obaidullah.Ranjbar@dc.gov

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- K. DISCLOSURE OF INFORMATION. The Contractor agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- L. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A-VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.
- M. WARRANTIES. When applicable, the Contractor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). CO should collect, review for accuracy, and maintain all warranties for goods and services.

PART 9 - BONDS REQUIREMENTS

9.0 Bid Bond

Offerors are required to submit with their Proposals a bid bond in the amount of five percent (5%) of bid amount, in the form included as **Attachment F**. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties. Alternatively, Offerors may submit a cashier's check in lieu of a bid bond. However, in the event an Offeror who is awarded the Agreement fails to post a payment and performance bond for the full value of the Agreement, the Offeror shall thereby forfeit the full amount of the cashier's check, and the Department shall collect such funds. If the Offeror chooses to submit a cashier's check in lieu of a bid bond, the Offeror must complete the form included as **Attachment N** and return, notarized, with the Offeror's Proposal.

9.1 Trade Subcontractor Bonds

The Agreement will require that the Contractor ensure that all trade subcontractors provide a payment and performance bond having a penal value equal to One Hundred Percent (100%) of the cost of the trade subcontract. All such bonds shall be written on a dual-obligee basis.

9.2 Contractor's Payment and Performance Bond

In addition to the trade subcontractor bonds required by **Section 9.1**, the Contractor will be required to post a payment and performance bond having a penal value equal to the contract price or early release not-to-exceed amount at the time the Agreement is executed. The Contractor will be required to post an updated payment and performance bonds to reflect the GMP Amendment amount.

PART 10 - MISCELLANEOUS PROVISIONS

10.0 Conflict of Interest

The Department reserves the right, in its sole discretion, to make determinations relative to potential conflicts of interest on a project specific basis. Offeror shall submit the Conflict Of Interest Disclosure Statement with their Proposals (**Attachment O**).

10.1 Definitions

Capitalized terms not otherwise defined in the Agreement definitions section shall have the meanings given to them in the RFP.

10.2 Abbreviations

The following are abbreviations used throughout this RFP:

CPM	Critical Path Method
GMP	Guaranteed Maximum Price
LEED	Leadership in Energy & Environmental Design
NTP	Notice to Proceed
RFP	Request for Proposals
OP	Office of Planning
CO	Contracting Officer
CCO	Chief Contracting Officer
CA	Contract Administrator
CFA	Commission of Fine Arts
COTR	Contracting Officer's Technical Representative
DPR	Department of Parks and Recreation
CBE	Certified Business Enterprise
SBE	Small Business Enterprise

PART 11 - ATTACHMENTS

Attachments to this RFP include the following:

Attachment A	Concept Design Documents
Attachment B	Form of Offer Letter/Bid Form
Attachment C	Bidder/Offeror's Certification Form
Attachment D	Tax Affidavit
Attachment E.1	Davis-Bacon Wage Rates
Attachment E.2	29 CFR 5.5 Davis Bacon Provision
Attachment F	Bid Bond Form
Attachment G	Standard Contract Provisions (Construction Contracts)
Attachment H	SBE Subcontracting Plan
Attachment I	First Source Employment Agreement
Attachment J	2023 Living Wage Act
Attachment K	Past Performance Evaluation Form
Attachment L	Form of Contract or Agreement
Attachment M	Notice to Proceed and Letter Contract
Attachment N	Bid Guarantee Certification
Attachment O	Conflict of Interest Disclosure Statement
Attachment P	Release of Lien Waivers
Attachment Q	DGS Project Turnover Protocol – 2016
Attachment R	BIM Requirements for Contractor
Attachment S	Certification to Furnish Performance Payment Bond
Attachment T	EEO Policy Statement
Attachment U	Submission Portal Preview
Attachment V	Campaign Finance Reform Act Self-Certification Form