

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



**REQUEST FOR PROPOSALS  
DESIGN-BUILD SERVICES  
FOR  
FLETCHER JOHNSON DEMOLITION/RAZE AND  
ROADWAY AND INFRASTRUCTURE IMPROVEMENTS**

**Solicitation Number:** DCAM-24-CS-RFP-0016  
**Solicitation Issue Date:** April 9, 2024  
**Pre-Proposal Conference:** April 22, 2024  
**Site Visit:** 4650 Benning Road, SE Washington, DC 20019  
**Due Date for Questions:** April 30, 2024  
**Proposal Due Date:** May 15, 2024

Questions and correspondence about this RFP shall be submitted through  
the DGS portal using the following link:  
<https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2%E2%80%9D>.

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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”) is issuing this Request for Proposals (“RFP”) to solicit design-build proposals (“Proposal(s)”) from offerors (“Offeror(s)”) interested in serving as the design-builder (the “Design-Builder” or the “Contractor”) for the demolition/raze and infrastructure and roadway construction of the Fletcher Johnson Site (“FJS) located at 4650 Benning Road SE Washington, DC 20019 (the “Project”).

### **1.1 Project Overview and Background**

The Department anticipates awarding a design-build contract (the “Contract”) to the Offeror whose Proposal is most advantageous to the District pursuant to the evaluation and award criteria in Part 3. The Project includes full design and construction services for the raze of the existing, approximately 300,000 square foot school building, the infrastructure and roadways and a community park, in accordance with DMPED’s Master Plan as set forth in **Attachment A1**.

The Design-Builder shall design, and construct roadway infrastructure for the Property consistent with the Master Plan, **Attachment A1** and consistent with DDOT’s standards for public rights-of-way (**Attachment A10**), which consists of the development of streets with associated sidewalks and streetscape improvements including, but not limited to: a) improvements to the intersections of Benning Road, SE with 46th Street, SE and with E Street, SE; b) reconstruction of 46th Street, SE east from Benning Road, SE to St. Louis Street, SE; c) reconstruction of the missing segment of St. Louis Street, SE on the eastern perimeter of the Property; d) a new street bisecting the Property north to south from C Street, SE to 46th Street, SE; e) related sidewalks, street furniture, traffic lights, streetlights, trees, and other improvements; and f) wet and dry utilities including DC Water, Pepco, Washington Gas, Verizon and/or Comcast and any other necessary utility service.

*Aerial view showing the Fletcher Johnson Facility and Property*



Fletcher Johnson Parcel

As part of the design process, the Design-Builder shall work closely with DGS, who will confer with DMPED and DMPED’s potential developers to design and construct the infrastructure, roadways and community park in a phased approach that is in the best interest of the District. Proposed Phasing Plan is set forth in **Attachment A2**.

A secure, web-based, electronic project management (“ePM”) system, ProjectTeam, shall be utilized by the Design-Builder to accommodate the information needs of all Project participants. The ePM system will be implemented at the beginning of the design stage and maintained continuously through completion of Project closeout. All DGS and the Design-Builder’s team communications must be captured and recorded in the ePM system. User licenses and training will be provided for all members of the Design-Builder’s team who will require access to the ePM system. The members of the Design-Build team shall be required to be trained on ProjectTeam and shall be responsible for viewing training at [www.projectteam.com/dgs](http://www.projectteam.com/dgs).

### **1.1.1 Project Sustainability Requirements**

**1.1.1.1 Net Zero Energy and Energy Consumption Requirements:** The Department requires the Design-Builder to propose and subsequently incorporate net zero infrastructure strategies that can be utilized for future building design and certification through either the International Living Future Institute’s (“ILFI”) Zero Energy Building program or U.S. Green Building Council’s (“USGBC”) LEED Zero program.

The Design-Builder shall make recommendations on the most advantageous infrastructure installation that will facilitate future retrofit.

**1.1.1.2 Solar-Readiness Requirements:** The Design-Builder shall make the Project solar-ready by running electrical conduit for future solar locations on roofs and/or facades and building steel canopies to support solar in the future. While it is assumed solar panels will be a part of the design to achieve Net Zero Certification, it shall be not the only strategy to achieve the Project goals. The Design-Builder shall present iterative design options to the Department.

## **1.2 Reserved**

## **1.3 Project Budget and Funding Limitations**

The Department is allocating a budget of \$35,000,000.00 for this Project (“Project Budget”) for full services of design, construction, permitting, inspections, turnover, community engagement and all other components outlined in Part 2, Project Requirements. The Offeror shall assume approximately 50% of the design and construction budget will be available in Fiscal Year (“FY”) 2024, and approximately 50% will be available in FY 2025. Accordingly, Offerors are to base their Proposals on the approved budget. The Department requires that this Project will start upon execution of Notice to Proceed (“NTP”) issued by the Contracting Officer (“Contracting Officer” or “CO”). This design and construction should consist of two phases. Phase one shall be ready for formal turnover Summer 2025 and Phase two shall be ready for formal turner over Winter 2027 as further described in **Section 1.6** of the RFP. However, the contract between the Department and the Design-Builder (“Agreement”, “Contract” or “Design-Build Agreement”) will require submission to and approval by the Council of the District of Columbia.

As part of the Project Budget Offerors shall include the following allowances: Horizontal Use Agreement Allowance (cost for Department of Transportation’ (“DDOT”) Horizontal Use Agreement Program) (\$1,000,000.00), Permit Allowance (\$500,000), and Six Months Maintenance Allowance (\$500,000.00). Allowance shall be used for costs and charges incurred by the Design-Builder for items that pertain to the three items listed above, for which the Design-Builder must pay, and are directly attributable to a project. Use of any allowance shall be requested, in writing by the Design-Builder and will only be billable upon approval by the Department.

## **1.4 Compensation**

The Design-Build Agreement will be a cost-plus fixed fee with a guaranteed maximum price (“Guaranteed Maximum Price” or “GMP”) type contract. The form of Agreement (“Form of Contract”) will be issued via Addendum to the RFP as **Attachment M**. Offerors are **not** required to submit trade costs or 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.

## **1.5 Substantial Completion Date**

The Project shall be completed as follows:

### **1.5.1 The Substantial Completion Date is May 31, 2027 with a key milestone date of July 15, 2025 for Phase I.**

For the avoidance of doubt, “Substantial Completion” is defined as follows:

- A. The Project’s construction and installation work have been completed with only minor punchlist items remaining to be completed;
- B. The Project has obtained acceptance by DDOT, DC Water, Pepco, and Communication Municipality. The final Certification and corresponding certificates shall be submitted for acceptance and subsequent City Council approval to convert the roadway to public right of ways no later than (90) days of Substantial Completion; and all other required permits or approvals have been obtained;
- C. All As-Built Drawings have been finalized, submitted, and approved per DGS Project Turnover Manual **Attachment U** of the RFP; and
- D. Draft Warranties have been submitted and approved per **Section 2.9.3** of the RFP.

The Design-Builder shall be expected to maintain the site, even if the conditions of the Substantial Completion have been met, until achieving Final Completion of each Phase. The responsibility of maintaining the site is part of the budget outlined in **Section 1.3**. Maintenance shall be done according to the Maintenance and Operations Plan that will be developed during the Design Phase. The Design-Builder shall work on the Department’s existing warranty and maintenance electronic platform.

### **1.5.2 The Final Completion Date is August 1, 2027 with a key milestone Final Completion date of August 15, 2025 for Phase I.**

For the avoidance of doubt, “Final Completion” is defined as follows:

- A. All punchlist items are completed within the timeframe specified per **Section 2.9.1** of this RFP (within 60 days of Substantial Completion);
- B. All Final Warranties are completed; and
- C. The Design-Builder has turned over for development the parcels identified in their respective phases.

### **1.5.3 The Administrative Completion Date will be November 30, 2027 (“Administrative Completion Date”).**

For the avoidance of doubt, “Administrative Completion” is defined as follows:

- A. All invoicing is complete; and

B. Certification documentation has been submitted and accepted by DC City Council for Roadway conversion.

## 1.6 Project Delivery Method and Schedule

The Department intends to implement the Project through a design-build approach. The scope of work for the Project (“Scope of Work”) will be divided into two phases: (i) the design and preconstruction phase; and (ii) the construction phase.

During the Design and Preconstruction Phase, the Design-Builder, in consultation with the Department, shall: (i) develop and advance the design in accordance with the Department’s programming requirements to permit drawings/specifications and submit for permit(s); (ii) in coordination with the Department develop a Project phasing plan; (iii) progress the permit drawings/specifications for the Project to construction documents (“Construction Documents”); (iv) be responsible for and participate in any ongoing community engagement process; and (v) develop an early funding release package and a GMP for the Project. In developing the GMP, the Design-Builder shall obtain quotes from trade subcontractors based on the approved design documents. The process by which the GMP will be formed is more fully described in the Agreement. Construction and construction administration services for early authorized work may also occur.

During the Construction Phase, the Design-Builder, in consultation with the Department, shall provide construction and construction administration services to construct the infrastructure and roadways and work with the District and their Developers in turnover of pad sites and roads.

The Project shall be completed and available for occupancy by the District and its Developers by the Substantial Completion Dates.

In general, the Department envisions the following schedule and has established the following preliminary milestone dates for the entire Project. While the Department is amenable to shifting the interim design milestones dates, the Department requires that the Design Development Documents, which will serve as the basis for the Design-Builder’s GMP. Any shift in the interim design milestones dates must be approved by DGS and must provide for the durations for Owner design reviews reflected in the milestone schedule below.

<b>Activity</b>	<b>Completion Date</b>
Anticipated Notice of Award	June 21, 2024
Notice to Proceed/Design Start	July 8, 2024
Raze Permit Application Submission	July 18, 2024
Concept Design Package Submission	August 15, 2024
Horizontal Use Agreement Executed	September 30, 2024
35% Design Package Submission	September 30, 2024
GMP Submission	October 30, 2024
65% Design Package Submission	November 15, 2024

Grading Plan Preparation	December 15, 2024
BCIV Permit Application	December 31, 2024
Permit Set Submission	February 15, 2025
Building Raze	March 30, 2025
Substantial Completion	May 31, 2027
Final Completion	August 1, 2027

**1.7 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. The Department’s POC for this RFP is:

Name: James H. Marshall  
 Title: Senior Contract Specialist  
 Department of General Services  
 Contracts and Procurement Division  
 3924 Minnesota Avenue NE, 5<sup>th</sup> Floor  
 Washington, DC 20019  
 Email: [james.marshall@dc.gov](mailto:james.marshall@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 be submitted through the DGS portal at <https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2%E2%80%9D> and reference the correspondence as being associated with **RFP NO. DCAM-24-CS-RFP-0016 FLETCHER JOHNSON DEMOLITION/RAZE AND INFRASTRUCTURE AND ROADWAY IMPROVEMENTS**

**1.8 Design-Builder Designated Point of Contact**

All Offerors responding to this RFP shall provide the name, address, phone number, and email address of their designated point of contact to the Department’s POC as part of its Proposal. Offerors shall notify the Department of any changes in the Offeror’s designated point of contact’s information. Notification of change(s) should be communicated through the DGS portal 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.



## 1.9 Procurement Schedule and Project Milestones

The Department anticipates conducting the procurement of the Project in accordance with the following list of milestones leading to the award of the Agreement. The schedule is subject to revision and the Department reserves the right to modify this schedule as it finds necessary, in its sole discretion.

### 1.9.1 Forecasted RFP Schedule

- RFP Advertisement: April 9, 2024
- Pre-Proposal Conference and Site Visit: April 22, at 11:00 A.M
- RFP Questions due to the Department: April 30, 2024, at 2:00 P.M.
- Proposals Due date: May 15, 2024, at 2:00 P.M
- Notice of intent to award (anticipated): June 21, 2024
- Notice to Proceed / Letter Contract (if any) July 8, 2024

### 1.9.2 Project Schedule

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

**1.9.2.1.** Substantial Completion Date shall be no later than the date set forth in **Section 1.5.1**; and

**1.9.2.2.** If an Offeror proposes a Substantial Completion Date earlier than that shown in **Section 1.5.1**, and the Department agrees to such proposed date, such proposed date will be deemed by the Department as the contractual Substantial Completion Date for all purposes, including liquidated damages.

## 1.10 Selection Criteria

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

## 1.11 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.

## 1.12 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 **Section 1.9.1** of this RFP. The Department will review all questions and/or requests for clarification received and, if it deems appropriate, in its sole discretion, may modify the RFP Documents through an addendum. Offerors shall base their Proposals on the terms and conditions of the RFP Documents included in the issued addenda.

Attachments to this RFP include the following:

<b>Attachment A1</b>	Master Plan
<b>Attachment A2</b>	Proposed Phasing Plan
<b>Attachment A3</b>	Proposed Utility Plan
<b>Attachment A4</b>	Proposed Parcel A Site Plan
<b>Attachment A5</b>	Ground Penetrating Radar Report
<b>Attachment A6</b>	Existing Hazardous Materials Report
<b>Attachment A7</b>	Geotechnical Reports
<b>Attachment A8</b>	Community Park Design Criteria
<b>Attachment A9</b>	Proposed Project Schedule
<b>Attachment A10</b>	DDOT Gold Book
<b>Attachment B</b>	Form of Offer Letter
<b>Attachment C</b>	Bidder/Offeror's Certification Form
<b>Attachment D</b>	Tax Affidavit
<b>Attachment E</b>	Davis-Bacon Wage Rates and Title 29 Code of Federal Regulations ("CFR")
<b>Attachment F</b>	Bid Bond Form
<b>Attachment G1</b>	Standard Contract Provisions for Construction Contracts
<b>Attachment G2</b>	Standard Contract Provisions Architectural and Engineering Services Contracts
<b>Attachment H</b>	SBE Subcontracting Plan
<b>Attachment I1</b>	First Source Agreement
<b>Attachment I2</b>	First Source Employment Plan
<b>Attachment J</b>	Living Wage Act
<b>Attachment K</b>	Past Performance Evaluation Form
<b>Attachment L</b>	Form of Contract - Design-Build Agreement (will be issued via Addendum)
<b>Attachment M</b>	Form of Notice to Proceed and Letter Contract (will be issued via Addendum)
<b>Attachment N</b>	Bid Guarantee Certification
<b>Attachment O</b>	Conflict of Interest Disclosure Statement

<b>Attachment P</b>	Release of Lien Forms
<b>Attachment Q</b>	Equal Employment Opportunity (“EEO”) Policy Statement
<b>Attachment R</b>	Certification to Furnish Performance and Payment Bonds
<b>Attachment S</b>	DGS Quality Assurance
<b>Attachment T</b>	DGS Project Turnover Manual
<b>Attachment U</b>	Campaign Finance Reform Self-Certification Form

### **1.13 Obligation to Meet All of the Requirements of the RFP Documents**

The Design-Builder will be obligated to meet all of the requirements of the RFP Documents including, but not limited to, completing the Project within the Project Budget, in accordance with the Project Schedule (“Project Schedule”).

### **1.14 Offeror’s Pre-Proposal 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 an understanding of all terms and conditions for the performance of the Offeror’s work on the Project; and
- f) Notify the Department in writing of all conflicts, errors, ambiguities, or discrepancies that the 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 Design-Builder to provide any and all design, permitting, environmental abatement and demolition of the existing school building, construction of all utility infrastructure, grading of new building pad sites, and roadways and sidewalks. The Project shall be complete, operating, and ready for use on or before the Substantial Completion Date (s) and within the Project Budget as specified in **Part 1, Section 1.3**, and **Section 1.5** of this RFP.

The Project will be located at Fletcher Johnson Middle School, at 4650 Benning Road SE, Washington, DC 20019.

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

- a) Demolish and subsequently raze the Fletcher Johnson building to include the building, slab on grade along with any footings for the existing foundation. Coordinate with all relevant agencies, utilities, and municipalities (Verizon, Comcast, DC Net, Homeland Security) to ensure the proper removal of an existing rooftop antenna and potential relocation of communication lines. Coordination of this work will be facilitated by DGS' Program and Portfolio Teams.
- b) To provide all design, construction, and construction management services necessary to deliver the Project consistent with the Master Plan, in accordance with DDOT's standards for public rights-of-way, which consists of the development of streets with associated sidewalks and streetscape improvements including, but not limited to, a) improvements to the intersections of Benning Road, SE with 46th Street, SE and with E Street, SE; b) reconstruction of 46th Street, SE east from Benning Road, SE to St. Louis Street, SE; c) reconstruction of the missing segment of St Louis Street, SE on the eastern perimeter of the Property; d) a new street bisecting the Property north to south from C Street, SE to 46th Street, SE; e) related sidewalks, street furniture, traffic lights, streetlights, trees, and other improvements; and f) wet and dry utilities including DC Water, Pepco, Washington Gas, communication, and any other necessary utility service.
- c) Implement the goals of the Project inclusive of budgeting, value engineering ("Value Engineering"), scheduling, Project phasing, Project administration, management, and coordination of subcontractors. Design scope shall also include full design and specifications, in accordance with DDOT and DC Water Standards and Specifications, for GMP pricing.
- d) To conduct subsurface investigation work if and as required for the Project.
- e) To furnish and provide all materials, management, personnel, equipment, hazardous material abatement, supervision, labor, and other services necessary to complete the Project.

- f) Design and construction of a community park. The community park shall comply with the minimum design criteria as set forth in **Attachment A8**.
- g) Advance DDOT final acceptance of new roadways established to facilitate DC City Council approval of the public right of ways constructed

## **2.1 Design-Builder's Duties; General Intent**

- a) The Design-Builder shall work with the Department and DMPED through a collaborative design process to advance the Master Plan to a fully realized Project in accordance with the available Project Budget. The Design-Builder shall engage in extensive preconstruction efforts to ensure that the design is developed in a manner consistent with the Department's goals for the Project (e.g., programmatic, budgetary, schedule and quality); and to develop a comprehensive Project phasing, in accordance with the Proposed Phasing Plan outlined in **Attachment A2**.
- b) To provide logistics support, plan to solicit competitive trade bids for the construction work, including all required inspections for material testing, code inspections, and industrial hygienist 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 outline in **Section 1.6**.
- c) The Design-Builder shall develop a plan to perform a community engagement efforts acceptable to DGS and DMPED. The outreach effort shall include engaging and providing updates to the community about the overall schedule of the program and the individual projects in the program. The community concerns will be addressed and will also establish expectations and will serve as DGS's community liaison and shall be the community's first point of contact for the program. This effort will be accomplished in close coordination with the program/project leadership.

This community outreach effort will meet the following overall objectives of the DC DGS:

- i. Build community trust in DGS by executing a proactive and responsive communications approach for each project and the entire program;
- ii. Demonstrate transparency and address misinformation by sharing project updates and progress;
- iii. Notifying residents of construction impacts in their communities in a timely fashion;
- iv. Establish and maintain community inclusion and engagement by creating a meaningful exchange with key audience members via grassroots and digital communications tools;
- v. Collaborate with the owner agencies to clarify communications roles;
- vi. Collaborate with the owner agencies to ensure that communications are accurate and consistent;
- vii. Shed positive light on and generate enthusiasm for construction projects by highlighting positive facts about the projects; and
- viii. Identify agency protocols to ensure that everyone is on the same page and not duplicating efforts.

Specifically, the Design-Builder's Scope of Work will include (but not limited to) the following:

- i. Plan and conduct community meetings;
- ii. Provide updates at ANC Meetings, Advisory Committee Meetings and other meetings as required;
- iii. Develop a website for the program and update the website regularly;
- iv. Develop Fact Sheets and FAQs;
- v. Listservs/Electronic Newsletters;
- vi. Media Alerts (TV, Radio, Local Newspapers and other electronic Media);
- vii. Fliers/Rack Cards/Door Knockers and other forms of notifications as needed;
- viii. Participating and planning of events i.e. opening ceremonies, ribbon cuttings, press events etc.;
- ix. Work and collaborate with the contractor on first source hiring and training opportunities including participating in job fairs; and
- x. Meeting Materials.

## **2.2 Design and 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 may issue a Notice to Proceed for preconstruction services (the "Preconstruction NTP" or "Letter Contract"), attached hereto as **Attachment M**. Offerors are advised that they are required to submit their Proposals premised upon agreeing to the terms of the Preconstruction NTP, if any. To the extent there are any ambiguities or inconsistencies between this RFP, the Standard Contract Provisions (for Construction Contracts and Architectural/Engineering Services Contracts) and the Preconstruction NTP, the order of precedence shall be: the Standard Contract Provisions; Preconstruction NTP; and the RFP.

The Design-Builder's initial task will be to advance the Master Plan, Site Utility Layout, and Proposed Phasing Plan to a complete schematic design, develop a phasing plan and budget for the Project. As part of this effort, the Design-Builder shall prepare and provide the following initial deliverables:

**2.2.1.1. Baseline Schedule.** Within fifteen (15) days after the Preconstruction NTP is issued, the Design-Builder shall prepare and submit a Baseline Schedule for the Project (the "Baseline Schedule"). The Baseline Schedule shall be subject to review and approval by the Department, and the Design-Builder shall incorporate such adjustments to the Baseline Schedule as may be reasonably requested by the Department. The Baseline Schedule shall be prepared in a critical path method ("CPM") in a sufficient level of detail to permit the Department and the Design-Builder and any other affected parties to properly plan the Project. The Baseline Schedule shall include but not be limited to the following key milestones:

- a) Demolition/Raze Permit Application;
- b) Construction Management Plan Submission;
- c) Concept Design Submission;
- d) Concept Design Department review period;
- e) Early Start Agreement(s) Submission Date(s);
- f) Schematic Design Submission;
- g) Schematic Design Department review period;
- h) 50% Design Development Submission;
- i) Design Development Submission;
- j) Design Development Department review period;
- k) GMP Submission Date;
- l) Construction Document Submission;
- m) Permit Submission(s);
- n) Anticipated Permit approval(s);
- o) Release dates for the key subcontractors and long-lead materials;
- p) Utility completion;
- q) Site grading completion;
- r) Stormwater management completion
- s) Roadway completion;
- t) Sidewalk completion;
- u) Final inspections;
- v) Pad Site Turnover; and
- w) Final Acceptance.

The Baseline Schedule shall include durations and logic ties for those building systems that the Design-Builder is recommending for replacement. The Baseline Schedule must also be submitted in Primavera 6 native format and shall be updated by the Design-Builder, at a minimum, on a monthly basis.

**2.2.1.3 Concept Design.** No later than twelve (12) weeks after the Preconstruction NTP is issued. The Design-Builder shall prepare and submit a proposed concept design for the Master Plan, Proposed Phasing Plan, Site Utility Plan and Proposed Parcel A Site Plan as outlined in **Attachments A1, A2, A3 and A4** respectively. As part of the concept design phase, the Department requests two (2) concept options or alternatives. Each of the concept designs shall contain at least the level of detail contemplated in industry best practices for a concept design. The design submittal shall specifically identify any deviations from the Proposed Phasing Plan (**Attachment A2**) and shall explain the rationale and cost implications associated with such deviation. The Department shall have the right to disapprove the concept design submittal for any reason. Following review of the concept design submissions by DMPED and the Department, the Department shall approve a final concept design for submission to DDOT. The Design-Builder shall revise the concept design submission as necessary to incorporate comments, feedback and other direction provided by DMPED and the Department. The Design-Builder's pricing shall assume that such revisions will be required, and such revisions shall not entitle the Design-Builder to additional compensation. The requirements for the Concept Design are as referenced in the Master Plan **Attachment A1**. Design-Builder shall

create and submit to the Department a checklist verifying all requirements are met using **Attachment A1** shall be provided as a coversheet for the Concept Design submission to the Department.

**2.2.1.4 (a) Preliminary Budget Estimate.** Concurrently with the delivery of the concept design, the Design-Builder shall submit a detailed cost estimate of the proposed design (such estimate, the “Preliminary Budget Estimate”). The Design-Build Fee, the general conditions cost, and contingencies shall be broken out in separate line items. The primary purpose of the Preliminary Budget Estimate is to aid the Department and the Client Agency in understanding the costs associated with key elements of the Project to better prioritize and manage the use of the funding allocated to this Project. All estimates shall be broken into corresponding phases with the Community Park as a separate category.

**2.2.1.4 (b) Baseline Budget and Program.** The Department shall provide the Design-Builder with a baseline budget and program and comments on the concept design. In the event the Design-Builder does not receive such approval within fourteen (14) days after submitting the Preliminary Budget Estimate, it shall so advise the Program Manager (“PM”), and the Contracting Officer in writing of such failure and request direction. If the Design-Builder fails to provide such notice, the Design-Builder will be proceeding at its own risk and will be responsible for any redesign costs associated with budget revisions.

**2.2.1.5 Construction Management Plan.** The Design-Builder shall submit a draft of its construction management and Project phasing plan (“Construction Management Plan”) within fourteen (14) days after the Preconstruction NTP is issued to include, but is not limited to, site security (perimeter fencing), 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, existing and adjacent building surveys plan, temporary fire protection measures, project signage, pest control, construction staging plan, and construction logistics plan.

**2.2.1.6 Additional Preconstruction Services.** In addition to those items enumerated above, the Design-Builder 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, archeological studies, recommended testing, additional geotechnical testing, and monitoring of historic assets.

**2.2.1.7 Disincentive Fee for Failure to Timely Provide Deliverables.** The Design-Builder acknowledges that the Department is engaging the Design-Builder 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 **Section 2.2.1** are key to identify the value of such services. In the event the Design-Builder 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 Design-Builder shall be subject to a disincentive fee in the amount of Seven Thousand Five Hundred Dollars (\$7,500) plus Five Hundred Dollars (\$500) per day after receiving written notice from the Contracting Officer of failure to submit such deliverables.

#### **2.2.1.8 Design Services; Design Reviews.**

The Design-Builder shall meet with the representatives of the Department and DMPED throughout the Design & Preconstruction Phase as the design progresses in order that these representatives and other stakeholders can have input in and approve the design direction at appropriate times. The Design-Builder shall ensure that the design is developed in a manner consistent with the Project budget, *i.e.*, designed-to-budget, as well as the programmatic requirements set forth and attached hereto as **Attachment A1** and the Department's other requirements for the Project. All Design Documents shall be prepared by the Design-Builder's duly licensed engineers. The GMP basis documents and all interim design submissions shall be subject to review and approval by the Department, and the Design-Builder shall be required to revise these Project documents to address concerns raised by the Department and/or other Project stakeholders and such revisions shall not entitle the Design-Builder to an increase in the Design Fee.

#### **2.2.2 Design Management.**

During the Design and Preconstruction Phase, the Design-Builder, in consultation with the Department, shall: (i) develop conceptual plan and cost estimates; (ii) develop a draft final conceptual site plan/response and cost estimate; (iii) prepare and submit soft and hard copies of the complete set of 35% Schematic Design Documents; (iv) prepare and submit soft copies of the 50% Design Development Documents and budget, approximately half way through the Design Development phase as a progress set to the Department; (v) prepare and submit soft and hard copies of the complete set of 60% Design Development Documents, Specifications and Design-Builder's cost estimate and schedule; (vi) prepare soft and hard copies of the complete set of 95% Construction Documents, Specifications and Design-Builder's cost estimate and schedule; (vii) review existing condition assessment and recommendation, and (viii) obtain all necessary building permits to support the Project Schedule. Without limiting the generality of the foregoing, during the Preconstruction Phase, the Design-Builder shall: (i) work with its Engineer of Record and any design consultants to advance the design for the Project in consultation with the Client Agency, the Department, and its Program Manager; (ii) obtain bids from trade subcontractors to perform the work described in the Design Development Documents and provide bid tabulations to the Department; (iii) engage in any Value Engineering and scoping exercises necessary to return the cost of the work to the Project Budget; (iv) engage in preconstruction activities, including identifying any long-lead items; (v) develop a GMP proposal for the Project; and (vi) enter into a GMP for the Project. Throughout the Design & Preconstruction Phase, the Design-Builder shall schedule and attend regular meetings with the Department, the Program Manager, and the Design-Builder's Engineer of Record.

Between the time the Preconstruction NTP is issued and the time the GMP is accepted by the Department, the Design-Builder shall use commercially reasonable best efforts to ensure that: (i) the design evolves in a manner that is consistent with the Department's budget and programmatic requirements, as the same were defined and established by the Department at the end of the concept design; (ii) the design work is properly coordinated; and (iii) the required design deliverables are produced on or before the dates contemplated in the Project Schedule. As part of this undertaking, the Design-Builder shall provide the following:

**2.2.2.1 Schematic Design.** The Design-Builder shall prepare a schematic design for the Project that is a logical development of the approved concept design and is consistent with the Department's schedule, budget, and programmatic requirements. The schematic design shall contain at least the level of detail contemplated in industry best practices for a schematic design. The design submittal shall specifically identify any deviations from the approved concept design and shall explain the rationale, cost, and time implications associated with such deviation. The Department shall have the right to disapprove the schematic design submittal for any reason. Following a review of the schematic design submission by DMPED and the Department, the Design-Builder shall make revisions to the schematic design submission as necessary to incorporate comments, feedback, and other direction provided by DMPED and the Department. The Design-Builder's pricing shall assume that such revisions will be required, and such revisions shall not entitle the Design-Builder to additional compensation. The requirements and tasks for the Schematic Design are as referenced in **Attachment A1**.

**2.2.2.2 Schematic Budget Update.** Concurrent with submission of the schematic design, the Design-Builder shall submit a budget update. The budget update shall be submitted in the same format as the preliminary budget estimate and shall show variations from preliminary budget estimate. The Design-Builder shall include a cost estimate and value engineering analysis and detailed recommendation for project savings (even if the project is not over budget). To the extent the budget update shows an overrun from the approved budget, the Design-Builder shall submit value engineering (not scope reductions, but true value engineering that allows the design to meet all Project requirements within budget) suggestions that would return the Project to budget. Only the Department shall have the authority to increase the Project budget, and absent such direction, the Design-Builder shall proceed on the assumption that the budget remains as originally directed by the Department.

**2.2.2.3 Constructability/Sole Source/Long-Lead Time Memorandum.**

Concurrently with the Schematic Design Budget Estimate, the Design-Builder 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 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.

#### **2.2.2.3.1 Early Start Work & Long Lead Materials**

The Department may release the Design-Builder to commence Early Start Work including but not limited to hazardous material abatement, demolition, geothermal, below grade work, utility work (abandonments), or other early activities, as applicable. It is envisioned that this work may be released by the Department in advance of the GMP.

If the Design-Builder 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 start shall be made by the Department in its sole and absolute discretion.

**2.2.2.4 Design Development.** The Design-Builder shall prepare a set of Design Development Documents that is a logical development of the approved schematic design and is consistent with the Department's schedule, budget, and programmatic requirements. Prior to the full Design Development Submission, the Design-Builder shall submit a progress set of drawings, specifications, and budget at the half-way point through the Design-Builder's Design Development phase. The final Design Development Documents shall contain at least the level of detail contemplated in industry best practices for Design Development Documents. The design submittal shall specifically identify any deviations from the approved schematic design and shall explain the rationale and cost implications associated with such deviation. The Design-Builder shall include a cost estimate and Value Engineering Analysis and Detailed Recommendation for Project savings (even if the Project is not over budget). The Department shall have the right to disapprove the Design Development Documents submittal for any reason. The requirements and tasks for Design Development are as referenced in **Attachment A1**.

**2.2.2.5 Permits.** The Design-Builder shall be responsible for preparing, submitting and paying for all of the required permit applications that are necessary to complete the Project. The Design-Builder shall develop a list of the required permits and shall track the progress of all such permits through the review process. The Design-Builder shall update the Department with the status of each permit that is required for the Project. The Design-Builder shall engage such permit expeditors as the Design-Builder deems necessary or appropriate in light of the Project's schedule. The Design-Builder shall participate in DDOT's Horizontal Use Agreement for streamlined plan reviews and permit approval program as part of the permit allowance included in this Contract. The Design-Builder shall provide the resources necessary to support these requirements.

**2.2.2.6 Entitlements.** The Design-Builder shall prepare, as part of the design and pre-construction phase, such materials and make such presentations as are necessary to obtain the required land use and entitlement approvals. Approvals may be required from but not limited to: (i) the Office of Zoning; (ii) Office of Planning (“OP”); and (iii) the Historic Preservation Office (“HPO”).

### **2.2.3 GMP Formation**

The Design-Builder shall provide the Department with a GMP based on the Design Development Documents. The Department anticipates an Early Start Agreement (“ESA”) and subsequent GMP packages. The ESA and the GMP associated with this Project shall be agreed upon in the manner set forth in this **Section 2.2.3**.

**2.2.3.1 Manage Bidding Process.** The Design-Builder shall manage the trade bidding process in accordance with the approved bidding procedures and shall use commercially reasonable best efforts to obtain at least three (3) qualified and bona fide bids for each trade package in excess of One Hundred Thousand Dollars (\$100,000). The Design-Builder shall carefully document its procedures for making available bid packages to potential bidders, the contents of each bid package, discussions with bidders at any pre-bid meetings, bidders’ compliance with bid requirements, all bids received, the Design-Builder’s evaluations of all bids, and the basis for the Design-Builder’s recommendation as to which bidders should be chosen. The Department shall be afforded access to all such records at all reasonable times so that, among other things, it may independently confirm the Design-Builder’s adherence to all contractual requirements including, without limitation, affirmative action requirements and subcontracting requirements.

**2.2.3.2 Prepare Bid Tabs.** The Design-Builder shall provide the Department with an analysis of the bids received, and as a copy of each such bid. To the extent that the Design-Builder’s award recommendation is based on scoping adjustments, the Design-Builder shall clearly identify the scoping adjustment and the need for such adjustments. In general, the bid tab shall be presented in tabular format that compares the bids received and any other relevant information (i.e. exclusions, past performance history, etc.).

**2.2.3.3 Submission of GMP Proposal.** Based on the trade bids, the Design-Builder shall submit a GMP Proposal to the Department using ProjectTeam. The GMP Proposal shall include the following elements:

- a) A list of drawings, specifications, addenda, general, supplementary, and other conditions on which the GMP is based.
- b) A list of unit prices and allowance items and a statement of their basis. The Offeror shall include allowances as stated in **Section 1.3**.

- c) Assumptions and clarifications made in preparing the GMP Proposal, noting in particular any exclusions. The assumptions and clarifications shall take precedence over the drawings and specifications. The Design-Builder shall prepare a separate memorandum that highlights any differences between the then approved drawings and the modifications made in the assumptions and clarifications. Such memorandum shall specifically address any changes in the Project aesthetics, functionality, or performance.
- d) The proposed GMP, including a statement of the detailed cost estimate organized by trade categories, allowances, contingency, and other items and the fees that comprise the GMP.
- e) An update to the Project's schedule to which the Design-Builder will agree to be bound. This update shall be prepared in the same level of detail and in the same manner as the Baseline Schedule, and without any change to the Substantial and Final Completion Dates unless approved by the Department's Contracting Officer.
- f) A subcontracting plan setting forth the names and estimated dollar volume of the work that will be performed by LSBDEs, as certified by the Department of Small and Local Business Development, upon which the GMP is based.
- g) Each GMP may include an agreed upon sum as the Design-Builder's Contingency and the Owner Allowance(s), each of which shall be identified as a separate line item in the GMP's Schedule of Values.

A. Construction contingency

i. The Design-Builder's Contingency shall be utilized to compensate for the increased Cost of the Work incurred by the Design-Builder due to unforeseen circumstances relating to construction of that Project which resulted in an unavoidable increase in costs, except when deemed the responsibility of the Department in accordance with this Contract. If the Design-Builder fails to include all of the required scope of work in the bid packages, Design-Builder Contingency may be used to purchase the omitted scope, until the Design-Builder's Contingency balance reaches zero or until the balance equals the anticipated subcontractor modifications. All requests to use the Design-Builder's Contingency shall be submitted as a Request for Change Order ("RCO"). Charges to the Design-Builder's Contingency shall not become due and payable until the RCO is approved in writing by the Department's Contracting Officer and becomes a Change Order. If the Design-Builder's Contingency reaches zero, any cost overruns or charges that could have been charged to the Design-Builder's Contingency shall be the sole responsibility of the Design-Builder.

ii. If bids are received below the applicable line items in the GMP, the surplus will be added to the Design-Builder's Contingency for that Project. If bids exceed the agreed-upon line items in a GMP, the deficiency will be charged to the Design-Builder's Contingency for that Project, however, such events shall not be caused to increase the GMP.

iii. Once all subcontracts anticipated by a GMP have been awarded, including any self-performed work, the Department may require the Design-Builder to reduce the Design-Builder's Contingency to an amount as agreed to by the parties to reflect the Design-Builder's risk from that point in the Project forward.

iv. Upon Final Completion of the Project, any remaining Design-Builder's Contingency, if any, shall be reduced to zero by a Contract Modification and the Design-Builder shall have no entitlement to the balance.

B. Owner contingency

i. The Department retains the right to increase the GMP in lieu of charging any cost to the Owner contingency. Any unused Contingency, whether Department Contingency or the Design-Builder Contingency, shall be reconciled to a zero balance via a Contract Modification upon Final Completion.

ii. When the Design-Builder proposes to use the Owner contingency, the Design-Builder shall prepare an RCO, identifying the amount sought to be charged to the Owner contingency, the reasons why the amount should be charged to that Contingency and demonstrating to the satisfaction of the Department that the costs to be incurred are necessary for the Work and are the responsibility of the Department. At all times, the Design-Builder shall avoid and mitigate Department Contingency costs whenever possible. Before payment or as part of an audit, the Design-Builder and the Department shall have authority to verify the actual costs incurred. No costs may be charged to the Owner contingency until the RCO is approved in writing by the Department and becomes a Change Order.

iii. The Owner contingency shall be an amount, determined by the Department, which will be available to compensate the Design-Builder for the increased Cost of the Work incurred by the Design-Builder due to a Contract Modification or to other increases in the Cost of the Work which the Department determines, in its sole discretion, is its responsibility. The Department may increase, decrease or eliminate the Owner contingency at any time.

**2.2.3.4 Approval of GMP.** The Department and the Design-Builder shall meet to negotiate the terms of the GMP Proposal. If the GMP Proposal is acceptable to the Department, the Department shall submit the resulting GMP Amendment to the Council for the District of Columbia. **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.** Note that the Council submission and approval timeline varies, and Offerors should plan for 60-90 days on average for this process, taking into consideration that Council is not in session over the

summer In the event the Department and the Design-Builder are unable to agree upon the GMP or the schedule for the Project, the Department shall have the right to terminate the Agreement and assume any trade subcontracts held by the Design-Builder. In such an event, the Design-Builder shall only be entitled to Fifty percent (50%) of the Preconstruction Fee.

**2.2.3.5 Self-Performed Work.** The Design-Builder and its affiliates may carry out trade work with its own forces.

## **2.2.4 Early Release**

**2.2.4.1 Abatement, Selective Demolition and Early Construction.** Once the concept design has been approved by the relevant municipalities, the Department may release the Design-Builder to commence hazardous material abatement and interior demolition, or other early activities, as applicable. It is envisioned that this work may be released in advance of the GMP.

**2.2.4.2 Long Lead Materials.** The Department will release funding for long-lead items once the Schematic Design Documents have been approved. If the Design-Builder 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 start shall be made by the Department in its sole and absolute discretion.

## **2.2.5 Construction Documents**

The Design-Builder shall manage the completion of the design of the Project. As part of this effort, the Design-Builder shall undertake the following activities:

**2.2.5.1 Mid-Point Construction Document Review.** Based on the approved Design Development Documents and any approved Value Engineering, the Design-Builder shall prepare a set of Construction Documents. It is contemplated that the Construction Documents will be issued in accordance with the proposed phasing plan.

**2.2.5.2 Construction Document Review & Coordination.** The Design-Builder shall complete each of the Construction Documents packages in a manner that addresses the concerns raised by the Department during the review contemplated in this **Section 2.2.5.2** for such package. The Design-Builder shall issue one or more set of permit documents to the DDOT for its review and approval (“Permit Set”). With regard to each such set, the Design-Builder shall highlight (or bubble) any aspect of the design that represents a material deviation from the approved Design Development Documents and shall address in a narrative format the impact, if any, such departure shall have on the Project’s aesthetics, functionality or performance. The Department shall have the right to disapprove the Construction Documents for any reason. If the Department disapproves the Construction Documents, the Design-Builder will not be entitled to any additional

compensation. If, however, the Department disapproves a Construction Document that is a logical extension of the approved Design Development Documents, the Design-Builder will be entitled to an adjustment to the GMP and/or the Project Schedule unless such a package departs from the Scope of Work fairly reflected in the GMP Drawings and Specifications and in such event the Design-Builder shall be required to prepare a revised design that complies with the GMP drawings and specifications (“Drawings and Specifications”) and without any entitlement to an increase in the GMP or an adjustment of the Project Schedule.

**2.2.5.3 Code Review.** The Design-Builder shall submit the Permit Set to the DOB, in order to obtain the necessary BCIV permits to construct the Project. The Design-Builder shall also submit the Permit Set to DDOT to obtain any required permits necessary to construct the work. The Design-Builder shall submit and obtain approval and pay fees to DC Water, Washington Gas, Pepco, Verizon, OCTO and or Comcast as required. The Design-Builder shall monitor the permit process and shall incorporate any changes or adjustments required by the Code Official. The Design-Builder shall also issue any such changes to the Department for its review and approval. In this submittal, the Design-Builder shall highlight (or bubble) any aspect of the design that represents a material deviation from the permit set documents and shall address in a narrative format the impact, if any, such departure shall have on the Project’s aesthetics, functionality or performance. Subsequent to obtaining the necessary building permits, the Design-Builder shall prepare one or more sets of “issued for construction documents” (the “IFC Set(s)”).

**2.2.5.4 Design Changes.** If it should become necessary to amend any of the approved IFC Set(s), the Design-Builder shall prepare an amendment to the drawings and shall submit such amendment to the Department for its review and approval. In this submittal, the Design-Builder shall highlight (or bubble) any aspect of the design that represents a material deviation from the permit set documents and shall address in a narrative format the impact, if any. , In the event the Department does not approve such document within ten (10) business days after issuance, unless otherwise denied, such document shall be deemed approved, provided however that the Department has not advised that such document is still under review.

## **2.3 Construction Phase**

Based on the approved plans and specifications, the Design-Builder shall construct the Project. During the Construction Phase, the Design-Builder shall be required to cause the Work to be completed in a manner consistent with the design documents and phasing plan approved by the Department 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 Design-Builder shall be responsible for paying for and obtaining all necessary permits and to pay all necessary fees.



The construction phase services shall include, but are not necessarily limited to:

- a) Manage all aspects of the construction of the Project.
- b) Manage weekly progress meetings. Progress meetings include site visits from design consultants with field reports reviewed on a monthly basis.
- c) Provide completed Quality Control checklists for implementation of the Project.
- d) Review and process shop drawing submissions, RFI's, etc.
- e) Prepare meeting notes and records of decisions/changes made.
- f) Conduct pre-closeout inspections.
- g) Review closeout documents for completeness, such as As-Built Drawings based on red line drawings and/or coordinated set developed during the subcontractor coordination process. As-Built Drawings should be transmitted to DGS and all other required Agencies per their standards and specifications.

The Work shall be accomplished in accordance with the following:

**2.3.1 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.

**2.3.2 Compliance with Other Requirements.** In performing the Work, the Design-Builder 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 DGS/DMPED and the Community), and **Section 2.8** (Quality Control Plan) of this RFP.

**2.3.3 Site Office.** Throughout the Work, the Design-Builder shall provide and maintain a fully equipped construction office on the Project site. The Design-Builder 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.

**2.3.4 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.

**2.3.5 Weekly Progress Meetings.** Throughout the Work, the Design-Builder shall conduct weekly progress meetings following the Design-Builder's generated agenda with the Department's PM and key trade subcontractors. The Design-Builder shall draft and circulate the meeting minutes on a weekly basis.

**2.3.6. Delay Liquidated Damages.** If the Scope of Work is not substantially complete by the Substantial Completion Date, the Design-Builder shall be subject to liquidated damages

in an amount of Two Thousand Five Hundred Dollars (\$2,500) per day. These damages shall not apply if the delay is the result of Force Majeure and the Design-Builder otherwise complies with the provisions set forth in the Standard Contract Provisions.

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

**2.3.8 Protection of Existing Elements.** The Design-Builder shall protect all existing features, public utilities, and other existing structures during construction. The Design-Builder shall protect existing site improvements, trees, and shrubs from damage during construction.

## **2.4 Site Cleanliness**

During the Project and/or as directed by the Department's Program Manager, as the installation is completed, the Design-Builder shall ensure that the site is clear of all extraneous materials, rubbish, or debris.

## **2.5 Site Safety**

**2.5.1 General Responsibility.** The Design-Builder shall provide a safe and efficient site, with controlled access. As part of this obligation, the Design-Builder 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 for construction contracts.

**2.5.2 Safety Plan.** Prior to the start of construction activities, the Design-Builder 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 Design-Builder 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 Department and DCPS for their review and approval prior to the commencement of construction. Once the Safety Plan has been approved, the Design-Builder shall comply with the plan at all times during construction. The Design-Builder shall be required to revise the Safety Plan as may be requested by the Department or DMPED at any time. The cost of revising and complying with the plan shall not entitle the Design-Builder to an increase in the GMP. The Design-Builder 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 Design-Builder shall comply with the requirements of **Article 27, Section A** of the Standard Contract Provisions for Construction Contracts.

**2.5.3 Safety Barriers/Fences.** As part of its responsibility for Project safety, the Design-Builder shall install such fences and barriers as may be necessary to separate the construction areas of the site from public space. The Design-Builder 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 Design-Builder shall be responsible for site security and shall be required to protect the site from unwanted intrusion. Site Security shall be included in the Design-Builder's general conditions cost.

**2.5.5 Exculpation.** The right of the Department and DMPED to comment on the Safety Plan and the nature and location of the required fences and barriers shall in no way absolve the Design-Builder of the obligation to maintain a safe site.

## **2.5.6 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY (IF APPLICABLE]**

**2.5.6.1** 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.

## **2.6 Reporting Requirements**

The Design-Builder shall be required to submit the following reports:

**2.6.1 Monthly Report.** The Design-Builder 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 Monthly Schedule Updates.** The Design-Builder shall provide a Baseline Schedule update to the Department, on the progress of the entire Work at least monthly, in the same format set forth in **Section 2.2.1.2** 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 Design-Builder's best projection of the actual date by which Substantial Completion and Final Completion of the Project will be achieved. The Design-Builder 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 DGS Project Management Tools (ProjectTeam)**

The Design-Builder shall utilize the Department's current project management software, ProjectTeam, to submit any and all project documentation required to be provided by the Design-Builder for the Project, 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 DGS); (v) certified payrolls (in addition to upload via LCP Tracker); (vi) drawings and specifications; (vii) GMP and any Submissions that require approval by the Council of the District of Columbia; (viii) punchlist; and (ix) other project documents as may be designated by the Department.

Electronic storage and transmission of information via ProjectTeam system shall be compliant with the provisions of DGS document security.

## **2.7 Workhours; Coordination with DGS, DMPED and Community**

**2.7.1 Workhours.** The Design-Builder shall comply with the applicable noise ordinances 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 Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder shall keep the Department informed of the construction activities and their potential impact on the community. The Design-Builder 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 Design-Builder shall be responsible for all activities necessary to execute, manage, control, and document work for ensuring compliance with the contract documents. The Design-Builder's responsibility includes ensuring adequate quality control services are provided by the Design-Builder's employees, its subcontractors, vendors & suppliers at all levels from concept to completion including site assessment-investigations/discovery, schematic design, design development, pre-construction, construction and closeout phases. All Contract related work activities and their implementation procedures described within this quality control plan shall also address safety, measures to ensure regulatory permit & code compliance, submittal management, change document processing/incorporation, reporting, and all other functions necessary to achieve highest levels of quality during design and construction efforts. The Design-Builder's quality control plan (the, "Quality Control Plan") submittal must include statements affirming compliance with DGS QC Program requirements.

**2.8.2 Quality Control Plan.** Within thirty (30) days after the NTP, the Design-Builder shall develop a Quality Control Plan for the Project A draft of the Quality Control Plan shall be submitted to the Department and shall be subject to the Department's review and approval. This draft shall comply with the guidelines and include at a minimum, the necessary components for Quality Control Plan development described within the Department's Quality Control Master Program (**Attachment S**). 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, and hierarchical arrangement detailing ongoing, regular interaction/coordination within the Design-Builder's teams, duties/responsibilities of quality control personnel, submittal procedures, schedule of specified inspection & testing requirements, deficiency correction procedures, issues & conflicts resolution, RFI documentation process, change management, as-built record keeping of contract documents and a listing of customized quality control procedures that shall ensure key elements of the Work are executed in conformance with design documents.

The Quality Control Plan must clearly describe quality control measures such as using DGS QC Program's 3 phase checklists recommended to be undertaken by the Design-Builder's team. Prior to construction phase commencing, the Design-Builder must advise the Department regarding the status of their drawing & specification documents, from a percentage completion standpoint. For that matter, the Design Phase quality control effort shall provide metrics to gauge whether the design documents – drawings and specifications – are as complete as possible, prior to contractor's groundbreaking. DGS QC Program Design Phase Checklists include metrics to perform this evaluation of design documents. Similarly, the Quality Control Plan must describe in detail the quality control mechanisms proposed to be implemented by the Design-Builder for ensuring adherence with design documents by way of minimal rework and maintaining the highest standards of construction. The Quality Control Plan must detail description of any 3<sup>rd</sup> parties suggested to be hired by the Department such as material testing.

**2.8.3 Implementation.** During the Construction Phase, the Design-Builder shall perform regular quality control inspections and create reports using the 3 Phase inspection checklists included with DGS Quality Control Master Program Manuals based on such inspections pursuant to the Quality Control Plan. These quality control reports with the 3 Phase Checklists shall be provided to the Department electronically on a monthly basis. The Design-Builder 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. The following are the components that must at a minimum be included within the monthly Quality Control report submitted to DGS. All components must be updated regularly, and current versions included with monthly submissions to the Department.

1. A written narrative of Quality Control activities for the month supported by embedded, cross referenced photos.
2. CPM updates and analysis reflecting status of critical submittals affecting work progress, elaborated further within the descriptive work narrative accompanying CPM baseline schedule and subsequent, regular updates' submissions to the Department.
3. Deficiency tracking log.
4. Test & Inspections log recording all related activities for the month and cumulative for the Project. This must correspond and cross reference the Project's testing & inspections schedule described above within Section 2.8.2.
5. Submittal Schedule detailing status of all Project submittals.

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

## **2.9 Project Close-out**

All requirements/procedures listed under this Section 2.9 must also be incorporated into the Quality Control Plan.

**2.9.1 Punchlist.** Before the Substantial Completion Date, the Design-Builder along with DDOT, DC Water and any other Agency, shall develop a punch list. Once the punchlist is prepared, the Design-Builder shall inspect the Work along with representatives from the Department and respective agencies with punch list corrections. The punchlist shall be revised to reflect additional work items that are discovered during such inspection. The Design-Builder shall correct all punchlist items no later than sixty (60) days after Substantial Completion is achieved.

**2.9.2 Warranties & Manuals.** The Design-Builder shall prepare and submit the following documentation in accordance with the Turnover Manual **Attachment T**: (i) a complete set of product manuals (“O&M” or “Operation and Maintenance Manuals”) (Refer to 2.2.1.2. Baseline Schedule for delivery date requirement), training videos, draft and final warranties, etc.; (ii) all applicable as-builts, inspection certificates/permits. Refer to **Section 1.5** for deadlines for submitting each deliverable.

No later than thirty (30) days following the Substantial Completion Date, the Design-Builder shall prepare and submit: (i) a complete set of its Project files; and (ii) a set of record drawings.

**2.9.3 Eleven Month Walk.** The Design-Builder 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 Design-Builder and a representative of the Department shall walk the Project to identify any necessary warranty work.

## **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 Design-Builder to subcontractors and suppliers, but only in accordance with the subcontracts and supply agreements;
- b) All amounts due to the Design-Builder under the terms of the Department's written authorization for the Design-Builder to perform any portion of the work as self-performed Work. If an authorization for the Design-Builder 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 Design-Builder, 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 Design-Builder'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.

- 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, utility abandonment, and utility relocation, and all trade permit fees and the building permit fee;
- e) Cost of the Design-Builder's Engineer's contract reimbursed at cost and without markup; provided, however, that such costs shall not exceed the Design Fee set forth in the Offeror's Proposal. Any amounts in excess of the Design Fee shall not be reimbursable as a Cost of Work;
- f) 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 Design-Builder 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 Design-Builder shall pay the costs, without reimbursement;
- g) All bonds to jurisdictional agencies (utilities, stormwater management, land disturbance, and grading); and
- h) All performance and payment bonds and general liability insurance. The Department may, in its sole discretion, allow the Design-Builder 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 General Conditions Cost, and this lump sum amount shall be the extent of what the Design-Builder 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 Directives unless such changes: (i) extend the duration of the Project beyond the time identified in **Section 1.5**; and (ii) the Design-Builder can demonstrate to the satisfaction of the Department that such additional General Conditions costs are necessary and not due to any fault of the Design-Builder, its subcontractors, materialmen, consultants or anyone making claims thereunder. To the extent the Design-Builder incurs General Conditions Costs in excess of the Lump Sum General Conditions Cost, the Design-Builder 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 Design-Builder exceeds the Lump Sum General Conditions Cost, the Design-Builder 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 permit expeditors, safety managers, and schedulers;
- f) Job vehicles;
- g) The field office(s) for the Design-Builder 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) Parking costs for the construction staff;
- n) Salting sidewalks and shoveling snow on sidewalks that surround the site; and
- o) 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 Design-Builder 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 Design-Build Fee.
- e) Sales or use taxes, unless the Design-Builder establishes that applicable law required payment of such taxes.
- f) Costs due to the errors or omissions of the Design-Builder or its subcontractors or suppliers at all tiers, negligent or otherwise.
- g) Costs dues to breach of Contract by the Design-Builder 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 Design-Builder 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 Design-Build Fee and Award Fee Calculations

The Design-Builder's compensation shall consist of: (i) Preconstruction Fee; (ii) the Design-Build Fee; and (iii) the Lump Sum General Conditions Cost bid by selected Offeror. The Preconstruction fee shall be Contractor's sole compensation for services performed during Preconstruction Phase. In addition, the Design-Builder shall be entitled to recover at cost and without mark-up: its design costs, as defined in **Sections 2.10.1(e)** and **3.4.6**, subject, however, to the Design Fee proposed by the selected Offeror which limits shall serve as a cap on the design budget. The Design-Builder shall only be entitled to fifty percent (50%) of the Preconstruction Fee if the Design-Builder and the Department are unable to agree to a GMP, as set forth in more detail in the Design-Build Agreement. Entitlement to the Design-Build Fee shall be determined as described more fully below:

**2.11.1 Lump Sum General Conditions Cost.** The Lump Sum General Conditions Cost shall be the amount paid by the Department for those costs described in **Section 2.10.2**. The Lump Sum General Conditions Cost shall not be increased or decreased as a result of change orders or change directive unless such changes extend the duration of the Project beyond the time identified in **Section 1.5**. To the extent the Design-Builder incurs General Conditions costs in excess of the Lump Sum General Conditions Cost, the Design-Builder

shall not be entitled to reimbursement for such amounts. In such an event, the Design-Builder shall be required to adequately staff the Project.

**2.11.2 Base Design-Build Fee.** The Design-Build Fee shall be divided into two categories. Sixty percent (60%) of the Design-Build Fee shall be referred to as the “Base Design-Build Fee” and the remaining forty percent (40%) shall be at risk (the “At Risk Portion”). The Base Design-Build Fee shall be paid in monthly progress payments with fifteen percent (15%) of the Base Design-Build Fee being allocated to the Preconstruction Phase of the Project (“Preconstruction Fee”), eighty-five percent (85%) being allocated to the Construction Phase. 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 Design-Build Fee will be re-allocated such that the then-existing portion of the Base Design-Build Fee allocated to each phase shall be evenly spread over the then-remaining duration of the phase.

## **2.12 Excluded Cost Elements**

It is the Department’s intent that the Design-Builder provide a turn-key solution for the implementation of the Project, and the budget set forth in **Section 1.3** has been developed based on such a framework. The Design-Builder shall advance the Project in a manner consistent with such budget.

## **2.13 Campaign Finance Reform Act**

Prior to the execution of the Contract, the Design-Builder shall complete and submit to the Department a completed Campaign Finance Reform Act Self-Certification Form, **Attachment U**, pursuant to D.C. Official Code § 1-1161.01.

### **2.13.1 NONPROFIT FAIR COMPENSATION ACT OF 2020, D.C. Code § 2-222.01 et seq.**

**2.13.1.1** 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 2.13.2; 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.

**2.13.1.2** 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.

**2.13.1.3** 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.

## **2.14 Key Personnel; Diversion**

**2.14.1 Identification of Key Personnel for the Design-Builder.** The following individuals shall be considered key personnel (“Key Personnel”) of Design-Builder:

- a) Project Manager
- b) Superintendent
- c) Safety Manager
- d) Quality Assurance/Quality Control Manager
- e) Project Executive
- f) Development Manager

**2.14.2 Identification of Key Personnel of the Design-Builder’s Architect/Engineer**  
The following individuals shall be considered the Key Personnel of the Architect:

- a) Project Manager
- b) Project Architect
- c) Principal in Charge

### **2.14.3 Key Personnel Replacement Disincentive Fee.**

All members of the Design-Builder’s Key Personnel shall be subject to replacement fees for their removal or reassignment by the Design-Builder. In each instance where the Design-Builder removes or reassigns one of the key personnel as being subject to replacement fees (but excluding instances where such personnel becomes unavailable due to death, termination of employment or disability) without the prior written consent of the Department’s Contracting Officer, the Design-Builder shall owe to the Department the sum of Twenty Five Thousand dollars (\$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

Design-Builder'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, to replace or to reduce the scope of services of the Design-Builder in the event that a member of the Key Personnel has been removed or replaced by the Design-Builder without the consent of the Department. In the event the Department exercises the right to remove, to replace or to reduce the scope of services of the Design-Builder, the Department shall have the right to enforce the terms of the Agreement and to keep in place those members of the Design-Builder'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 Design-Builder's team approved by the Department.

## **2.15 Deliverable List**

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

### **2.15.1 Design and Preconstruction Phase Deliverables**

Deliverables shall include but not limited to:

- a) Project Schedule.
- b) List of Long Lead Items that could adversely impact the Project's schedule and recommendations for purchase.
- c) Concept Cost Estimate and Concept Designs.
- d) Schematic Cost Estimate and Schematic Design.
- e) Design Development Cost Estimate and Design Development.
- f) Permit Set of Construction Documents Cost Estimate and Permit Set of Construction Documents.
- g) Permit Set of Construction Documents, including DOB plan review responses.
- h) Issued for Construction Documents.
- i) List of subcontractors from which the Design-Builder intends to solicit bids and bidding procedure.
- j) Trade bid tabulations, including all subcontractor proposals.
- k) Report outlining Value Engineering strategies.
- l) GMP Proposal.
- m) Construction Phase Baseline Schedule.
- n) Statement of constructability within ten (10) days of the conclusion of the Design and Preconstruction Phase, executed by both the Design-Builder and the Project Architect/Engineer.
- o) Insurance Certificates.
- p) Payment and Performance Bonds.

### **2.15.2 Construction Deliverables**

Deliverables shall include but not be limited to:

- a) Contingency Balance Update.
- b) Hazardous Material Abatement Subcontractor Insurance Certificates.
- c) Hazardous Material Abatement Records.
- d) Construction Document Packages.
- e) Progress Meeting Minutes.
- f) Project Schedule Updates.
- g) Project Progress Reports.
- h) Cost Variance Report.
- i) OSHA Safety Plan.
- j) Closeout documents (As-Builts, Warranties, Legislation Sign-Offs etc.).
- k) Quality Control Plan.
- l) Quality Control Inspection Reports.
- m) Corrective Action Plan if applicable.
- n) ProjectTeam submissions.
- o) Invoices and Acceptable Application for Payment with Release of Liens and Claims.
- p) Insurance Certificates.
- q) Performance and Payment Bonds.
- r) Certificate of Substantial Completion executed by the Project Design-Builder's Engineer and submitted to the Department for review, concurrence, and approval.
- s) Documents that may be required by Contracting Officer from time to time.

### **2.15.3 Close-Out Deliverables**

Deliverables shall include those outlined in **Attachment T** (DGS Turnover Manual) including, but not limited to the below items. If there is a conflict between **Attachment T** and the deliverable list below, **Attachment T** shall prevail, where applicable.

- a) A complete set of the Design-Builder's Project files.
- b) A complete set of product manuals (O&M), warranties, etc.
- c) As-built record drawings.
- d) Environmental, health & safety documents.
- e) NZE – Preliminary Construction Review.
- f) All applicable inspection certificates/permits

### **2.16 Licensing, Accreditation and Registration**

The Design-Builder and all of its subcontractors and sub-consultants (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 engineer licensed in the District of Columbia.

## **2.17 Conformance with Laws**

It shall be the responsibility of the Design-Builder 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.

## **2.18 Davis-Bacon Act**

The Davis-Bacon Act as stated in and Title 29 Code of Federal Regulations ("CFR") **Attachment E** are applicable to this Project. As such, the Design-Builder and its trade subcontractors shall comply with the wage and reporting requirements imposed by that Act. At such time as the Design-Builder is preparing its GMP, the Design-Builder shall include the current Davis-Bacon wage rates in its GMP.

## **2.19 Release of Final Liens And Claims**

Each Application for Payment shall be accompanied by written waivers of the right to file a mechanic's lien and all other claims, in a form substantially similar to **Attachment P** for the Design-Builder and all Subcontractors and material suppliers at all tiers who have supplied labor or material or both for which payment is requested, subject only to the receipt of payment. If the Department so requests, the Design-Builder shall also submit unconditional waivers of liens for itself and all Subcontractors and material suppliers at all tiers with respect to Work or materials or equipment for which payment has been previously made, and additional forms of waiver acknowledging receipt of final payment under the Agreement and providing final release of such liens.

## **2.20 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 Design-Builder 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. Additionally, the Department seeks an innovative and efficient approach to successfully delivering this multi-phase Project.

## **2.21 Living Wage Act**

The Contractor agrees that the Work performed under the proposed contract shall be subject to the living wage act in effect at the time of the Contract execution by the Department. As such, the Contractor and its subcontractors shall comply with the wage reporting requirements imposed by the act as set forth in **Attachment J**.

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

### **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 ("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 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 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.



### **3.3.1 Length of Oral Presentation**

If applicable, 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 order of oral presentations will be selected randomly, and the Offerors will be informed of their presentation date before the beginning of oral presentations. The Department reserves the right to reschedule any Offeror's presentation at the discretion of the Contracting Officer.

### **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 Design-Builder for this Project, including the qualifications of 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 experiences 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 of the Prime Contractor (10 points)

The Department desires to engage a Design-Builder 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 similar public or private Design-Build projects, taking a project from conceptual design through permitting into construction including permitting, environmental abatement, demolition of existing building, construction of all utility infrastructure, grading of new building pad sites, sheeting, and shoring, retaining walls, paving of roadways and installation of sidewalks and streetscapes. When used in this section, similar in size and scope shall mean projects completed in a metropolitan area with a value of \$30,000,000 or more and include the design, preconstruction and construction requirements described in Part 2 of the RFP.
- ii. Demonstrated experience with similar Design-Build projects working with the District of Columbia Department of Transportation standards and specifications, DC Water standards and specifications, Pepco design standards, Verizon design standards and Washington Gas or similar transportation agencies or other public utilities in a metropolitan area.
- iii. Demonstrated knowledge and experience with the local subcontracting market and experience navigating District or similar regulatory agencies including the Department of Buildings.
- iv. Past performance including quality of work, timeliness of performance, and cost control with similar public and/or private projects.

The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms **Attachment K** for the Contractor, are completed and submitted on behalf of the Offeror to the Department's POC stated in **Section 1.7** via the DGS portal at <https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2%E2%80%9D>.

by the due date for Proposals as specified in **Section 5.3**. A copy of those past performance forms shall be included in the Offeror's proposal. The past performance evaluation ("PPE") forms shall address at least one of the 3 projects requested in **Section 5.4.3 (a)**.

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 of the Prime Contractor (10 points)**

The proposed Key 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 in accordance with the requirements of **Section 5.4.4**. The Offeror shall identify the following:

- i. Project Manager and his/her experience on similar type projects. Provide a list of at most 5 (five) completed projects and a list of all current projects (if any) and their completion dates.
- ii. Superintendent and his/her experience on similar type projects. Provide a list of at most 5 (five) completed projects and a list of all current projects (if any) and their completion dates.
- iii. Safety Manager and his/her experience on similar type projects. Provide a list of at most 5 (five) completed projects and a list of all current projects (if any) and their completion dates.
- iv. Quality Assurance/Quality Control Manager and his/her experience on similar type projects. Provide a list of at most 5 (five) completed projects and a list of all current projects (if any) and their completion dates.
- v. Project Executive and his/her experience on similar type projects. Provide a list of at most 5 (five) completed projects and a list of all current projects (if any) and their completion dates.
- vi. Development Manager and his/her experience on similar type projects where this individual facilitated land use, entitlement, zoning review and approvals to name a few. Provide a list of at most 3(three) completed projects and/or a list of current projects, (if any) and completion dates.

If the Offeror is proposing more than one (1) person to in any of the above positions, the Offeror shall clearly identify which person shall be evaluated as the Key Personnel. If no such indication is made, the Department shall evaluate the first-listed individual as the Key Personnel.

Offerors shall submit the identification of their Key Personnel for the Contractor and convey at a minimum the following experience requirement(s) for each Key Personnel:

- i. Project's Manager shall have a minimum of seven (7) years of relevant professional experience working on projects of similar scope and valued at \$30,000,000 or more.
- ii. Superintendent shall have a minimum of seven (7) years of relevant professional experience, working on projects of similar scope and valued at \$30,000,000 or more.
- iii. Project Executive shall have a minimum of five (5) years of relevant professional experience working on projects of similar scope and valued at \$30,000,000 or more.

- iv. Quality Assurance/Quality Control Manager shall have a minimum of five (5) years of relevant professional experience working on projects of similar scope and valued at \$30,000,000 or more.
- v. Safety Manager shall have a minimum of five (5) years of relevant professional experience working on projects of similar scope and valued at \$30,000,000 or more.
- vi. Development Manager shall have a minimum of five (5) years of relevant professional experience working on projects of similar scope and valued at \$30,000,000 or more.

### **3.4.3 Past Performance, Relevant Experience & Capabilities of the Architect/Engineer (10 points)**

The Department desires to engage a Design-Builder with a design team component that possesses the experience necessary to accomplish the objectives set forth in the RFP. The Architect/Engineer of the Offeror will be evaluated based on their:

- i. Design experience of fast-track schedule projects. Fast track schedule shall mean a schedule requiring an accelerated design and permitting timeline, followed by an aggressive construction timeline, including early work opportunities for the project.
- ii. Design experience with roadway and infrastructure projects within the DC or similar Metropolitan Area with a scope that includes construction of major infrastructure, site grading, sheeting, and shoring, retaining walls, paving of roadways, installation of sidewalks and streetscapes in accordance with District of Columbia Department of Transportation standards and specification, DC Water standards and specification, Pepco design standards, Verizon design standards as well as Washington Gas.
- iii. Demonstrated past performance with DC, or similar jurisdiction, navigating through permitting, other regulatory/utility agencies, including Historic Preservation Office

The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms **Attachment K** for the Design-Builder's Architect/Engineer, are completed and submitted on behalf of the Offeror directly to the Department's POC stated in **Section 1.7** via the DGS portal at <https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2%E2%80%9D> by the due date for Proposals as specified in **Section 5.3**. A copy of those past performance forms shall be included in the Offeror's proposal. The PPE forms shall address at least one of the 5 projects requested in **Section 5.4.3 (a)**.

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.

### **3.4.4 Key Personnel of the Architect/Engineer (10 points)**

The Department desires that the design component of the Design-Builder assigned to this Project be individuals who have experience in designing and completing similar type projects as the Project. The personnel so assigned should have the necessary experience and professional credentials for the role each such individual is assigned. The proposal shall be organized in accordance with the requirements of **Section 5.4.4**, and at a minimum, should identify:

- i. Project Manager and his/her experience on similar type projects. Provide a list of at most five (5) completed projects and a list of all current projects (if any) and their completion dates.
- ii. Project Architect and his/her experience on similar type projects. Provide a list of at most five (5) completed projects and a list of all current projects (if any) and their completion dates.
- iii. Principal in Charge and his/her experience on similar type projects. Provide a list of at most five (5) completed projects and a list of all current projects (if any) and their completion dates.

Offerors shall submit the identification of their Key Personnel for the Design-Builder's Architect/Engineer and convey at a minimum the following experience requirement(s) for each Key Personnel:

- i. Project's Manager's minimum experience requirements are as follows:
  - a. Minimum of seven (7) years of relevant professional experience. Of the 7 years' experience the Project Manager shall have a minimum of five (5) years' experience working as a Project Manager or 5 years of experience working on similar projects equal to or greater value than \$30,000,000.
  - b. Bachelor's Degree or higher
- ii. Project Architect's minimum experience requirements are as follows:
  - a. Minimum of five (5) years of relevant professional experience. Of the 5 years' experience the Project Architect shall have a minimum of three (3) years' experience working as a Project Architect or 3 years of experience working on similar project of equal to or greater value than \$30,000,000.
  - b. Bachelor's Degree or higher

iii. Principal in Charge's minimum experience requirements are as follows:

- a. Minimum of ten (10) years of relevant professional experience. Of the 10 years' experience the Principal in Charge shall have a minimum of five (5) years' experience working as a Principal in Charge or 5 years of experience working on a similar project equal to or greater value than \$30,000,000.
- b. Bachelor's Degree or higher

### **3.4.5 Project Management Plan & Schedule (40 points)**

Offerors are required to submit with their proposal a Project Management Plan and Schedule ("Management Plan"). The Management Plan should clearly explain how the Design-Builder intends to manage and implement the Project, as follows:

At a minimum, the Project Management Plan shall include:

- i. A schedule (P6 or similar format) and a schedule narrative to demonstrate how the Offeror intends to complete the Project in a timely manner and meet the Project Milestone Dates reference in **Section 1.6.** and shall show: (i) key design milestones and bid packages; (ii) release dates for key subcontractors; (iii) project phasing; and (iv) a cash flow analysis. The schedule should demonstrate that the Offeror understands the Project, the times constraints associated with DC Council Approval, the DC permitting and entitlement process, the challenges with project move-in and close-out and has a workable method to deliver the Project.
- ii. Design approach highlighting items including but not limited to site analysis and constraints, general design ideas as it relates to the Master Plan and potential Community input.
- iii. Provide a site specific construction management plan that includes risks and challenges to the Project, as well as the Offeror's approach to the common issues at any project site, delivery routes, laydown areas, permitting, utility coordination, safety plan and QA/QC plan.
- iv. How the builder will work with the designer to assure that any and all concepts, plans, sketches, renderings presented to the Department and DMPED are "to Budget".
- v. Community engagement strategy by discussing how they plan to balance the community demands while achieving the Project Budget and schedule. The community engagement strategy should also include a discussion of the Design-Builder approach during the construction phase of the Project.

### **3.4.6 Price (20 points)**

Offerors shall submit with their Proposals the following fee components: (i) a Design Fee; (ii) a Design-Build Fee; and (iii) Lump Sum General Conditions Cost. The Design-Build Fee will be a fixed fee and should cover the cost of the Design-Builder's overhead and profit, the Lump Sum General Conditions Cost shall be the extent of what the Contractor is entitled to recover for the cost of General Conditions, and the Design Fee should include an upset limit and

a schedule of values showing the cost of the various phases of the design. Each Offeror shall 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.

**3.4.7 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.

**3.5. The Technical Rating Scale is as follows:**

<b>NUMERIC RATING</b>	<b>ADJECTIVE</b>	<b>DESCRIPTION</b>
0	UNACCEPTABLE	Fails to Meet Minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	POOR	Marginally meets minimum requirements; major deficiencies
2	MINIMALLY ACCEPTABLE	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	ACCEPTABLE	Meets requirements with minimal deficiencies.
4	GOOD	Meets requirements and exceeds some requirements; no deficiencies.
5	EXCELLENT	Exceeds most, if not all requirements; no deficiencies

## **PART 4 - ECONOMIC INCLUSION**

### **4.0 Preference for Small, Local, and Disadvantaged 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.

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) 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.
- g) 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.
- h) 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.
- i) 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.

A certified business enterprise (“CBE”) shall be entitled to any or all of the preferences provided in this section, but in no case shall a CBE be entitled to a preference of more than 12 points.



## **4.1 Preferences for Certified Joint Ventures**

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

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

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

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

## **4.2 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 the SBE Subcontracting Plan (**Attachment H**).

### **4.2.1 Mandatory Subcontracting Plan and Requirements.**

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

**4.2.1.1.** Unless the Director of the Department of Small and Local Business Development (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 qualified small business enterprises (SBEs).

**4.2.1.2.** If there are insufficient SBEs to completely fulfill the requirement of Section 4.2.1.1 above, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

**4.2.1.3.** A prime contractor that is certified by DSLBD as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of subsections 4.2.1.1 and 4.2.1.2 above.

**4.2.1.4.** Except as otherwise provided in D.C. Official Code § 2-218.46, 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.

**4.2.1.5.** If the prime contractor is a certified joint venture and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture 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. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

**4.2.1.6.** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

**4.2.1.7.** 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 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

## **4.2.2 Subcontracting Plan**

The Subcontracting Plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- 1) The name and address of each subcontractor;
- 2) A current certification number of the small or certified business enterprise;
- 3) The scope of work to be performed by each subcontractor; and
- 4) The price that the Contractor will pay each subcontractor.

### **4.2.3 Copies of Subcontracts**

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, City Administrator (“CA”), District of Columbia Auditor and the Director of DSLBD.

### **4.2.4 Subcontracting Plan Compliance Reporting**

**4.2.4.1** If the Contractor has a subcontracting plan required by law for this contract, 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:

- a) The price that the Contractor will pay each subcontractor under the subcontract;
- b) A description of the goods procured or the services subcontracted for;
- c) The amount paid by the Prime Contractor under the subcontract; and
- d) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

**4.2.4.2** If the fully executed subcontract is not provided with the quarterly report, the Contractor will not receive credit toward its subcontracting requirements for that subcontract.

### **4.2.5 Annual Meetings**

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

### **4.2.6 DSLBD Notices**

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

### **4.2.7 Enforcement and Penalties for Breach of Subcontracting Plan**

**4.2.7.1** The Contractor shall be deemed to have breached a subcontracting plan required by law, if the 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.

**4.2.7.2** the 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.

**4.2.7.3** If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions of the Standard Contract Provisions for Construction Contracts (**Attachment G1**) and Standard Contract Provisions for Architectural and Engineering Contracts (**Attachment G2**).

**4.2.7.4** Neither the Contractor nor a 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 Contractor developing a plan that is, in the Department's sole and absolute judgment, adequate to maintain the level of LSDBE participation on the Project.

#### **4.2.8 51% District Residents New Hires Requirements and First Source Employment Agreement**

**4.2.8.1** For contracts for services in the amount of \$300,000 or more, the Design-Builder shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. ("First Source Act").

**4.2.8.2** The Design-Builder shall enter into and maintain during the term of the Contract, a First Source Employment Agreement (**Attachment II**) with the District of Columbia Department of Employment Services (DOES), in which the Design-Builder 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.

**4.2.8.3** If applicable, the Design-Builder 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.

**4.2.8.4** The Design-Builder shall not begin the 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.

**4.2.8.5** The Design-Builder agrees that at least 51% of the new employees hired to perform the Contract shall be District residents. The Design-Builder shall ensure that at least fifty-one percent (51%) of the Design-Builder 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 Design-Builder, 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.

**4.2.8.6** 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.

**4.2.8.7** 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.

**4.2.8.8** If the Design-Builder 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 Design-Builder fails to meet its hiring requirements.

**4.2.8.9** Any contractor who 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.

**4.2.8.10** The Design-Builder 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.

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

**4.2.8.12** Construction projects or contracts covered by this Section 4.2.8 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.”

## **Section 4.2.9 Economic Inclusion Reporting Requirements**

**Section 4.2.9.1** Upon execution of the Agreement, the Design-Builder and all its member firms, if any, and each of its Subcontractors shall submit to the Department a list of current employees and apprentices that will be assigned to the Agreement, the date they were hired and whether or not they live in the District of Columbia.

**Section 4.2.9.2** The Design-Builder and its constituent entities shall comply with subchapter X of Chapter II Title 2, and subchapter II of Chapter 11 of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Design-Builder and all member firms and Subcontractors shall execute a First Source Agreement with the District of Columbia Department of Employment Services (“DOES”) prior to beginning work at the Project site.

**Section 4.2.9.3** The Design-Builder shall maintain detailed records relating to the general hiring of District of Columbia and community residents.

**Section 4.2.9.4** The Design-Builder shall be responsible for: (i) including the provisions of Section 4.2.2 in all subcontracts; (ii) collecting the information required in Section 4.2.2 from its Subcontractors; and (iii) providing the information collected from its Subcontractors in the reports required to be submitted by the Design-Builder pursuant to Section 4.2.2.

### **4.3 Apprenticeship Act**

The District of Columbia Apprenticeship Act of 1946, D.C. Official Code §§ 32-1401 *et seq.* (“Act”), as amended, may apply to this Project. If applicable, 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.

### **4.4 SBE Subcontractor information**

The full SBE subcontracting plan is not required to be submitted by the Design-Builder for pre-construction services; however, a full SBE subcontracting plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction. The Design-Builder shall submit the full SBE subcontracting plan to include:

- (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 Design-Builder to each subcontractor; and
- (e) Meet the subcontracting requirements as further described in Section 4.2.1 of this RFP

## **Section 4.5 Way To Work Amendment Act Of 2006**

**4.5.1.** Except as described in **Section 4.5.9** below, the Design-Builder 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.

**4.5.2** The Design-Builder shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage.

**4.5.3** The Design-Builder 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.

**4.5.4** The DOES may adjust the living wage annually and Design-Builder will find the current living wage rate on its website at [www.does.dc.gov](http://www.does.dc.gov).

**4.5.5** The Design-Builder shall provide a copy of the Fact Sheet attached within **Attachment J** to each employee and subcontractor who performs services under the Contract. The Design-Builder shall also post the Notice attached within **Attachment J** in a conspicuous place in its place of business. The Design-Builder 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.

**4.5.6** The Design-Builder 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.

**4.5.7** 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.

**4.5.8** 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 services 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 Health-Care 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.

**4.5.9** 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.

#### **Section 4.6 Equal Employment Opportunity and Hiring of District Residents**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, "on compliance with Equal Opportunity Requirements in District government contracts," A contract award cannot be made to any contractor who has not satisfied the Equal Employment Requirements. The Contractor shall comply with applicable laws, regulations and special requirements of the contract regarding equal employment opportunity and affirmative action programs. The forms for completion of the Equal Employment Opportunity Information Report are incorporated as **Attachment Q**.



## **PART 5 - PROPOSAL ORGANIZATION AND PROPOSAL 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**

All Proposals shall be submitted electronically, as follows:

The proposal should be titled: “– **DCAM-24-CS-RFP-0016 Design-Build Services Fletcher Johnson Demolition/Raze and Roadway and Infrastructure Improvements**”.

### **5.2 Submission of Proposals**

Proposals shall be submitted to the solicitation portal via the following link:

<https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2%E2%80%9D>

In submitting the proposal on the portal, Offerors must select the name of the Contract Specialist as indicated on the cover page of this RFP.

### **5.3 Date and Time for Receiving Proposals**

Proposals shall be received no later than **2:00 PM EST on May 15, 2024**. The Offerors assume the sole responsibility for the timely submission of their proposal.

### **5.4 Proposal Size, Organization, and Offeror Qualifications**

The Department is interested in a qualitative approach to the 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 Design-Builder 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.
7. Identification of the single point of contact for the Offeror.

#### **5.4.3 Past Performance, Relevant Experience & Capabilities**

Past Performance, Relevant Experience & Capabilities should contain the information requested in **Section 3.4.1** and **Section 3.4.3** of the RFP. In addition, the Offeror shall provide the following:

- a) Detailed descriptions of no more than six (6) projects total for the entire Design-Build team, including the Architect/Engineer, completed in the last ten (10) years 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 builder'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, not to exceed amount or Lump Sum price).
  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.

#### **5.4.4 Key Personnel**

Key Personnel should contain information requested in **Section 3.4.2** and **Section 3.4.4** of the RFP. In addition, the Offeror shall provide the following:

- a) Organizational chart illustrating reporting lines and names and titles for key participants proposed by the Offeror.

- b) 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. Include the following phases for each Key Personnel: Concept Design, Schematic Design, Design Development, Construction, Closeout.
  - (iv) The individual's resume. Resumes should indicate the individual's experience on the five (5) 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 workload starting at the NTP date stated in **Section 1.5** through the Final Completion date stated in **Section 1.5**
- c) A chart showing the experience that the key team members have working together.

#### **5.4.5 Project Management Plan and Schedule**

The Project Management Plan should contain the information requested in **Section 3.4.5** of the RFP.

#### **5.5 Price Proposal**

The Price proposal shall be organized as follows:

- a) **Offer Letter.** Each Offeror shall submit an Offer Letter Form substantially in the form of **Attachment B**. Material deviations, in the opinion of the Department, from the Offer Letter 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/Proposal 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 submit a SBE subcontracting plan substantially in the form of **Attachment H**.

- f) **First Source Agreement and Employment Plan.** Each Offeror shall submit a first source agreement and employment plan substantially in the form of **Attachment I1 and I2 respectively.**
- g) **Conflict of Interest Disclosure Form.** Each Offeror shall submit a conflict of interest disclosure statement substantially in the form of **Attachment O.**
- h) **EEO Policy Form.** Each Offeror shall submit an EEO policy form substantially in the form of **Attachment Q.**
- i) **Certification to Furnish Performance & Payment Bonds.** Each Offeror shall submit a certification to furnish a performance & payment bonds substantially in the form of **Attachment R.**
- j) **Clean Hands Certificate:** Provide a copy of Offeror's firm's Clean Hands Certificate that indicates compliance from the Office of Tax and Revenue self-service portal at [mytax.dc.gov](http://mytax.dc.gov). The new process generates the certificates instantaneously which can be printed or downloaded immediately.
- k) **Licenses:** A copy of each District of Columbia license, registration, or certification that the Offeror is required by law to obtain. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration, or certification to transact business in the District of Columbia, the Offeror shall certify its intent to obtain the necessary license, registration, or certification prior to contract award or its exemption from such requirements.
- l) **Campaign Finance Reform Act:** Each offeror shall submit a Campaign Finance Reform Act Self-Certification Form in the form of **Attachment U**, pursuant to D.C. Official Code § 1-1161.01.

## **PART 6 - PROCEDURES & PROTESTS**

### **6.0 Contact Person**

Offerors should contact the Department's POC as stated in **Section 1.7** for information about this RFP or for any written questions or inquiries regarding the RFP.

### **6.1 Pre-proposal Conference**

A pre-proposal conference and site visit will be held on **April 22, 2024, at 11:00 A.M at 4650 Benning Road, SE Washington, DC 20019.**

### **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.

Questions about this RFP shall be submitted to the DGS portal no later than **4:00PM April 30, 2024** using the following link:

<https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2%E2%80%9D>.

The Department will provide responses to potential Offerors to all questions received. **Questions will not be accepted after this date.**

In submitting the questions about the solicitation on the portal, Offerors must select the name of the Contract Specialist as indicated on the cover page of this RFP.

### **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 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 most 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 Proposals: Modifications**

- a) Any Proposal or BAFO received as mentioned in **Section 5.2** after the time specified in **Section 5.3** shall not be considered.
- b) Any modification of a Proposal, including a modification resulting from the CPO's requests for BAFOs, is subject to the same conditions as in **Section 6.7 (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 that 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 Proposals**

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 Proposals**

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 Proposal 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 are 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 BAFO.
- j) To reject Proposals that are deemed non-responsive.

## **6.10 Limitation of Authority**

Only a Contracting Officer with prior written authority from the CPO 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 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 Exceptions.** The Department may consider a proposal non-responsive if the Offeror identifies any changes or exceptions to the Standard Contract Provisions.

**6.11.3 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.

**6.11.4 Bid Bond.** The Department shall consider a Proposal non-responsive if the Offeror fails to submit a bid bond or cashier's check in lieu of a bid bond with its Proposal.



## **PART 7 – DESIGN-BUILD AGREEMENT**

### **7.0 Contract Documents**

The Design-Build Agreement or the Form of Contract, will be issued via Addendum to the RFP as **Attachment L**. The Standard Contract Provisions are attached hereto as **Attachments G1 and G2**. Offerors should carefully review the Agreement and Standard Contract Provisions when submitting their Proposals. To the extent there are any ambiguities or inconsistencies between this RFP, the Standard Contract Provisions and Design-Build 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, if applicable, and subsequently, the Design-Build Agreement.

## **PART 8 - INSURANCE REQUIREMENTS**

### **8.1 GENERAL 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 3<sup>rd</sup> 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.

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 electronically to James Marshall at [james.marshall@dc.gov](mailto:james.marshall@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 the total price proposal 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. 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 Contractor's Payment and Performance Bond**

The Design-Builder shall post a payment and performance bond having a penal value equal to the Agreement amount at the time the Agreement is executed. The Design-Builder shall 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. Offerors 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
CPO	Chief Procurement Officer
CA	City Administrator
CFA	Commission of Fine Arts
COTR	Contracting Officer's Technical Representative
DCPS	District of Columbia Public Schools
CBE	Certified Business Enterprise
SBE	Small Business Enterprises.
DSLBD	Department of Small and Local Business Development
DOEE	Department of Energy and Environment
DOB	Department of Buildings
DOH	Department of Health
BIM	Building Information Modeling

## **PART 11 - ATTACHMENTS**

RFP Attachments available at

[DCAM-24-CS-RFP-0016 Fletcher Johnson](#)