

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



**REQUEST FOR PROPOSALS**

**DESIGN-BUILD SERVICES  
FOR  
ADA UPGRADES AT FOUR DPR FACILITIES  
(DPR PACKAGE #1)**

**This solicitation is being set-aside for Offerors that are certified by the District of Columbia Department of Small and Local Business Development (“DSLBD”) as certified Small Business Enterprises (SBEs).**

**June 3, 2022**

**Solicitation Number: DCAM-22-CS-RFP-0005**

**Pre-Proposal Conference: June 10, 2022, at 11:00 am**  
See Section 6.1 for details

**Site Visit: June 17, 2022**  
See Section 1.9.1 for a detailed schedule

**Questions Due Date: June 20, 2022, at 4:00 pm**

**Proposals Due Date: July 5, 2022, at 2:00 pm**

# ADA UPGRADES AT FOUR DRR FACILITIES

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## **PART 1 - PROJECT INTRODUCTION AND INSTRUCTIONS FOR OFFERORS**

### **1.1 Procurement Overview**

The District of Columbia (“District”) Department of General Services (the “Department” or “DGS”), on behalf of the Department of Parks and Recreation (“DPR”), is issuing this Request for Proposals (“RFP”) to solicit design-build proposals (“Proposal(s)”) from offerors (“Offeror(s),” the “Design-Builder,” or the “Contractor”) interested in serving as the design-builder for the design and construction of improvements of four DPR facilities for ADA compliance (the “Project”). Scope of work includes remediation of non-compliant items and recommendations on the implementation of universal and inclusive design concepts.

### **1.2 Project Overview**

The Department is issuing this RFP to engage a Design-Builder to design and construct ADA improvements at the following four locations:

1. Banneker Community Center at 2500 Georgia Avenue, NW, Washington, DC 20001
2. Kalorama Recreation Center at 1865 Kalorama Road, NW, Washington, DC 20009
3. Mitchell Park Recreation Center at 1801 23<sup>rd</sup> Street, NW, Washington, DC 20008
4. Rose Park Recreation Center at 2609 Dumbarton Street, NW, Washington, DC 20007

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

The Department has an approved construction budget of approximately \$1,800,000 for this Project (soft and hard cost). Accordingly, Offerors are to base their proposals on the approved budget. The Department requires that the Project will start upon execution of Notice to Proceed (“NTP”).

### **1.4 Compensation**

As is more fully described in the Agreement, this will be a cost plus a fixed fee with a guaranteed maximum price (“Guaranteed Maximum Price” or “GMP”) type contract. The Agreement is attached 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 Milestones and Substantial Completion Date**

The final Design Development submittal is required by **December 3, 2022**, and the Construction Documents submittal is required by **March 10, 2023**. It is expected that the construction work would be substantially complete no later than **October 6, 2023 (the “Substantial Completion Date”)**.

### **1.6 Project Delivery Method**

The Department intends to implement the Project through a design-build approach. The scope of work for the Project (“Scope of Work – Part 2”) will be divided into two phases: (i) the Design and Preconstruction Phase; and (ii) the Construction Phase.

In general, the Design-Builder will be required to program, fully design, modify, construct, and renovate the existing buildings for ADA compliance for an amount that does not exceed the agreed upon GMP. The programming, design, construction, modification, revitalization, and renovations will include overall project landscaping, site furnishings, amenities, signage, hardscaping, and all improvements to comply with American Disabilities Act. The Project will include work sufficient for the development of a new program, design and ADA compliant facilities. Without limiting the generality of foregoing, the Design Builder shall be required to provide all management, personnel, design services, labor, materials, and equipment necessary to complete the Project. All work shall be code compliant and installed per DGS and DPR standards, specifications, manufacturer recommendations and applicable industry standards.

### **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. All communications with the Department's POC about the Project or this RFP shall be sent in writing to:

Name: Sayed S. Wayezee  
Title: Contract Specialist  
Department of General Services  
Contracts and Procurement Division

Mailing address: 1250 U Street, NW, 2nd Floor  
Washington, DC 20009

E-mail: [sayed.wayezee@dc.gov](mailto:sayed.wayezee@dc.gov)

The Department disclaims the accuracy of information derived from any source other than this RFP and the Department's POC, and the use of any such information is at the sole risk of the Offeror. All communications and requests for information shall be submitted by the Offeror's point of contact identified in the Proposal. Written communications to the Department from Offerors shall specifically reference the correspondence as being associated with **ADA Upgrades for Four DPR Facilities (Banneker, Kalorama, Mitchell Park, and Rose Park) and RFP No. DCAM-22-CS-RFP-0005**.

### **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 its designated point of contact to the Department's POC as part of its Proposal, as noted in **Section 1.7**. Offerors shall notify the Department of any changes in the Offeror's designated point of contact's information. Notification of change(s) may be communicated by email and shall be as soon as practicable following the event(s) causing the change(s). Failure to identify a designated point of contact in writing may result in the Offeror failing to receive 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 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 RFP Schedule

- RFP Advertisement: June 3, 2022
- Pre-Proposal Conference Call: June 10, 2022, at 11:00 A.M
- Site Visit: June 17, 2022, per below schedule:

Time	Facility	Address
10:00 am	Banneker Community Center	2500 Georgia Avenue, NW
10:45 am	Kalorama Recreation Center	1865 Kalorama Road, NW
11:30 am	Mitchell Park Recreation Center	1801 23rd Street, NW
12:15 pm	Rose Park Recreation Center	2609 Dumbarton Street, NW

- RFP Questions due to the Department: June 20, 2022, at 4:00 P.M
- Proposals Due date: July 5, 2022, at 2:00 P.M
- Notice of Award: On or about August 10, 2022
- Notice to Proceed / Letter Contract: On or about September 9, 2022

### 1.9.2 Project Schedule

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

The Department has established the following preliminary milestone dates for the design phase. While the Department is amenable to shifting the interim design milestones dates, the Department requires that the permit documents, which will serve as the basis for the Design-Builder's GMP, be completed no later than **January 13, 2023**. Any shift in the interim design milestones dates must be approved by DGS and must provide for the durations for DPR and DGS design reviews reflected in the milestone interim schedule below.

Activity/Milestone	Week from NTP	Estimated Milestone Date
Concept Design Submission	6	October 21, 2022
Concept Design Review	8	November 4, 2022
Schematic/ Design Development Submission	12	December 3, 2022
Schematic/ Design Development Review	14	December 17, 2022
Permit Documents Submission	18	January 13, 2023

Construction Drawings Complete	26	March 10, 2023
GMP Approved by Council	36	May 19, 2023
<b>Substantial Completion</b>	56	<b>October 6, 2023</b>
Final Completion	60	November 3, 2023
Administration Completion	65	December 8, 2023

**1.9.2.1.** Substantial Completion Date shall be no later than the date set forth in **Section 1.5**; and

**1.9.2.2.** If an Offeror proposes a Substantial Completion Date earlier than that shown in **Section 1.5**, and the Department agrees to such proposed date, such proposed date will be deemed by the Department as the contractual Substantial Completion Date for the Agreement for all purposes, 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 (“LSBDE”) participate in this Project as fully described in **Part 4** of this RFP.

In addition to LSDBE participation as described in **Part 4** of the RFP, the Department requires that District 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 through the Department’s electronic portal within the time specified in **Part 1, 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 one or more addenda. Offerors shall base their Proposals on the terms and conditions of the RFP Documents included in all addenda issued.

Attachments to this RFP include the following:

- Attachment A** Site Requirements
- Attachment B** Form of Offer Letter
- Attachment C** Offeror’s Certification Form
- Attachment D** Tax Affidavit
- Attachment E** Davis-Bacon Wage Rates
- Attachment F** Bid Bond Form
- Attachment G** Standard Contract Provisions for Construction
- Attachment H** Standard Contract Provisions Architectural & Engineering Services

<b>Attachment I</b>	SBE Subcontracting Plan
<b>Attachment J</b>	First Source Agreement and Employment Plan
<b>Attachment K</b>	2022 Living Wage Act
<b>Attachment L</b>	Past Performance Evaluation Form
<b>Attachment M</b>	Form of Contract for Design-Build Agreement (will be issued through an addendum)
<b>Attachment N</b>	Notice to Proceed and Letter Contract
<b>Attachment O</b>	Bid Guarantee Certification
<b>Attachment P</b>	Conflict of Interest Disclosure Statement
<b>Attachment Q</b>	Release of Lien Forms
<b>Attachment R</b>	Equal Employment Opportunity Policy Statement
<b>Attachment S</b>	Certification to Furnish Performance & Payment Bond
<b>Attachment T</b>	Service Contract Act
<b>Attachment U</b>	Payment and Performance Bond (Construction)

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

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

### **1.14 Offeror's Pre-Proposals Responsibilities and Representations**

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

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

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

## **PART 2 - PROJECT REQUIREMENTS**

### **2.0 Scope of Work**

Under this RFP, the Department will engage a Design-Builder to provide any and all design and construction services required to design and complete the Project. The Project shall be complete, operating, and ready for use on or before the Substantial Completion Date and within the Project's budget as specified in **Part 1, Section 1.3, Section 1.5, and Site Requirements (Attachment A)** of this RFP.

The Project is comprised of four different DPR facilities located in the Northwest quadrant of Washington, DC.

Generally, the Design-Builder's responsibilities shall include, but will not be limited to, the following (collectively, the "Work"):

- a) To confirm the design and construction of the Project in accordance with the RFP Documents.
- b) To provide all design services and construction management services necessary to implement the goals of the Project including, but not limited to, the following: civil, architectural, electrical, structural, and mechanical design services as required for the Project; construction management services inclusive of budgeting, value engineering ("Value Engineering"), scheduling, Project administration, management, and coordination of subcontractors.
- c) To conduct subsurface investigation work if and as required for the Project.
- d) To furnish and provide all materials, management, personnel, equipment, hazardous material abatement, supervision, labor, and other services necessary to complete the Project.

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

The Design-Builder will be required to work with the Department and DPR through a collaborative design process to develop a concept design for the Project in accordance with the available budget. The Design-Builder will be required to 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); to solicit competitive trade bids for the construction work and to develop an acceptable guaranteed maximum price and corresponding scope and schedule for the work; and to implement the requisite construction and other work necessary no later than **October 6, 2023**. The Design-Builder will be required to provide a "turn-key" Project ready for occupancy by DPR and shall be responsible for all items of cost except for those items set forth in **Section 2.13** of this RFP.

### **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 will issue a Notice to Proceed for preconstruction services (the "Preconstruction NTP" or "Letter Contract"), attached hereto as **Attachment N**. Offerors are advised that they are required to submit their Proposals premised upon agreeing to the terms of the Preconstruction NTP. To the extent there



are any ambiguities or inconsistencies between this RFP, the Standard Contract Provisions and the Preconstruction NTP, the order of precedence shall be: The Standard Contract Provisions; Preconstruction NTP; and the RFP. **A Proposal that identifies or describes changes or exceptions to the Standard Contract Provisions or the Preconstruction NTP may be deemed non-responsive.**

The Design-Builder's initial task will be to develop a concept design 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 Building System Assessment.** If requested by the Department, within fourteen (14) days after the Preconstruction NTP is issued, the Design-Builder shall conduct an assessment report of the building systems and submit a written report to the Department that assesses whether the existing building systems can be repaired or whether such systems should be replaced. Such report shall take into consideration the nature of this Project. This report shall assess all the building's key systems, including, but not limited to, HVAC, kitchens, roof, windows, electrical, lighting, Audio Visual Equipment, intercom, fire alarms, and plumbing.

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

**2.2.1.3 Concept Design.** The first phase of the project will include the preparation of a concept design and program development. No later than six (6) weeks after the Preconstruction NTP is issued, the Design-Builder shall prepare and submit a proposed concept design for the Project. The concept design shall contain at least the level of detail contemplated in standard industry practice and shall contain such detail as is typically required for a concept design under standard industry practice. The Department shall have the right to disapprove the concept design submittal for any reason. Following review of the concept design submission by DPR and the Department, the Design-Builder shall revise the concept design submission as necessary to incorporate comments, feedback and other direction provided by DPR 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 concept design services shall include but are not limited to the following:

- a. Conduct meetings with the DGS representatives to confirm program and verify facility requirements on a space-by-space basis.
- b. Conduct community focus meeting to develop programming and solicit input.
- c. Conduct life safety/building code analysis to verify compliance of design with all current applicable codes recently adopted and/or adopted by Washington, DC, including the 2013 District of Columbia Building Code, the 2013 District of Columbia Green Construction Code, the 2013 District of Columbia Energy Conservation Code, the 2013 District of Columbia Fire Code, the 2013 District of Columbia Mechanical Code, and the 2013 District of Columbia Plumbing Code.
- d. Participate in Value Engineering workshops, as required, with the DGS representatives.
- e. Prepare and submit Environmental Impact Screening Form (“EISF”)
- f. Survey existing facility to confirm locations and types of hazardous materials to be abated or mitigated.
- g. Conduct a complete survey of the site as required to successfully renovate the recreation building. At a minimum, the survey shall include existing condition of the building and documentation of existing condition. Design-Builder shall be responsible for the collection, assessment, and verification of existing conditions.
- h. Request and receive hydrant flow test.
- i. Perform alternative mechanical systems evaluation and recommend selection.
- j. Confer with audio-visual and acoustic consultants to establish design requirements for the Project.
- k. Confer with the Department’s IT representatives/consultants to verify technological requirements for the Project.
- l. Renovation and new construction should be designed to qualify for LEED Silver certification.

**2.2.1.4 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”). With regard to building systems (i.e. roofs, doors, HVAC, security, IT, etc.), the Preliminary Budget Estimate shall be prepared on a “system” basis that identifies the key building systems or functions and allocates an estimated cost for each such system. The Design-Build Fee, the cost of general conditions, and contingencies shall be broken out in separate line items. The primary purpose of the Preliminary Budget Estimate is to aid the Department and DPR 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.

**2.2.1.5 Baseline Budget and Program.** The Department shall provide the Design-Builder with a baseline budget and program and comments on the concept design. Such approval shall be provided (or signed by) the Department’s Deputy Director

for Capital Construction (the “Deputy Director”). 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 COTR, the Deputy Director and the contracting officer (“Contracting Officer” or “CO”) 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.

**2.2.1.6 Construction Management Plan.** The Design-Builder shall submit a draft of its construction management plan (“Construction Management Plan”) within fourteen (14) days after the Preconstruction NTP is issued to include, but is not limited to, noise control, hours for construction and deliveries, truck routes, trash and debris removal plan, traffic and parking control, communications procedures, emergency procedures, quality control procedures, dust control, public street cleaning and repair, planned occupancy of public ways, erosion control, tree protection plan, vibration monitoring, temporary fire protection measures, project signage, pest control, construction staging plan, and construction logistics plan.

**2.2.1.7 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, conservator studies, archeological studies, recommended testing, additional geotechnical testing, and monitoring of historic assets.

**2.2.1.8 Deliverables Liquidated Damages.** 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 this **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 liquidated damages in an amount of One Thousand Dollars (\$1,000) plus Two Hundred and Fifty (\$250) per day after receiving written notice from either the COTR or the Contracting Officer of failure to submit such deliverables.

## **2.2.2 Design Management**

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 that is a logical development of the approved concept design and is consistent with the Department's schedule, budget which includes both soft and hard costs (i.e. designed to budget of \$1.8 million) and programmatic requirements. The schematic design shall contain at least the level of detail contemplated in standard industry practice and shall contain such detail as is typically required for a schematic design under standard industry practice. 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 review of the schematic design submission by DPR 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 DPR 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.

In general, the Design-Builder shall be required to undertake the following tasks during this phase:

- a. Further develop conceptual plans and incorporate design changes.
- b. Conduct community meetings to solicit input and keep constituents informed throughout the development of the Project.
- c. Prepare necessary presentation materials (renderings and models) to communicate design intent and obtain approval of design direction.
- d. Continue development of phasing plan based on the approved CD, to accommodate the Project's needs.
- e. Submit an early estimate for the modernization with a magnitude of error of Not-to-Exceed +/- 10% of the Project hard cost budget.
- f. If it is necessary for Project early inquiry with Public Utility Companies PEPCO and Washington Gas as well as Verizon should be conducted.
- g. Conduct DOEE, DCRA, DDOT, and DC Water Preliminary Design Review meetings.
- h. Renovation and new construction should be designed to qualify for LEED Silver certification.

**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. To the extent the budget update shows an overrun from the approved budget, the Design-Builder shall submit Value Engineering 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 items where the design is predicated on a single manufacturer and, if so, identify at least two (2) comparable products; and (iii) identify any long-lead delivery items that could adversely affect the schedule contemplated in this RFP. To the extent any such long-lead items are identified, the memorandum shall make recommendations for addressing such items.

**2.2.2.4 Design Development.** The Design-Builder shall prepare a set of design development documents (“Design Development Documents”) that is a logical development of the approved schematic design, along with any oral or written feedback provided by the Department, and is consistent with the Department’s schedule, budget, and programmatic requirements. The Design Development Documents shall contain at least the level of detail contemplated in standard industry practice and shall contain such detail as is typically required for a schematic design under standard industry practice. 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 Department shall have the right to disapprove the Design Development Documents submittal for any reason.

The specific services required during this phase are:

- a. Select and draft outline specifications for materials, systems, equipment.
- b. Develop detailed and dimensioned plans, wall sections, building section, and schedules.
- c. Complete code compliance analysis and drawing.
- d. Confirm space-by-space equipment layouts with representatives from DGS.
- e. Conduct follow up meetings with agencies as required.
- f. Present the design to CFA, HPO, Office of Planning, and other regulatory agencies as required.
- g. The Design-Builder is responsible for coordinating with sub-consultants for storm water management, and other specialized work, as necessary.
- h. Renovation and new construction should be designed to qualify for LEED Silver certification.

**2.2.2.5 Permits.** The Design-Builder shall be responsible for preparing and submitting all of the required permit applications that are necessary to complete the Project, including trade permits. 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.

**2.2.2.6 Entitlements.** The Design-Builder shall prepare such materials and make such presentations as are necessary to obtain the required land use and entitlement approvals. Approvals may be required from (i) the Office of Zoning, (ii) OP, and (iii) the CFA. Given the nature of the work, it is not envisioned that such approvals will require extensive hearings or submissions.

### **2.2.3 GMP Formation**

The Design-Builder shall provide the Department with a Guaranteed Maximum Price based on the Permit Documents. The GMP shall be agreed upon in the manner set forth in this **Section 2.2.3.**

**2.2.3.1 Develop Offeror/Bidders List.** Within fifteen (15) days after the completion of the schematic design, the Design-Builder shall submit to the Department for its review and approval a written submission on the proposed subcontractor bidding procedures. These procedures shall include: (i) a list of proposed trade packages; (ii) a list of trade subcontractors that will be invited to bid on each such package; and (iii) a narrative description of the process. At least three (3) potential subcontractors shall be identified for each trade package. In addition to the information normally required in such bids, the Design-Builder shall also require subcontractors to provide an estimate of the percentage of labor hours performed in completing the subcontracted work that will be performed by District residents. A copy of this deliverable shall be provided to both the COTR and the Contracting Office.

**2.2.3.2 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.

**2.2.3.3 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.).

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

- a) A list of drawings, specifications, addenda, general, supplementary, and other conditions on which the Guaranteed Maximum Price is based.
- b) A list of unit prices and allowance items and a statement of their basis.
- 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.
- 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 (DSLBD), upon which the GMP is based.

**2.2.3.5 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.** In the event that 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.

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

## **2.2.4 Early Release/Abatement & Demolition**

**2.2.4.1 Abatement & Selective Demolition.** Once the schematic design has been approved, 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 Design Development 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 release shall be made by the Department in its sole and absolute discretion.

## **2.2.5 Design Management (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 several different sets (i.e. architectural, electrical, mechanical, structural, etc.). As each such set reaches a point where it is approximately fifty percent (50%) complete, the Design-Builder shall prepare and submit a progress printing to the Department for its review and comment.

**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 **Section 2.2.5.1** for such package. The Design-Builder shall issue one or more set of permit documents to the Department for its review and approval (“Permit Set”). The Permit Set shall represent the further progression of the approved DDs together with any value engineering strategies approved by the Department. The Permit Set shall be Construction Documents progressed to approximately 90% completion of those required in a traditional Design/Build delivery method. 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 Agreement schedule unless such a package departs from the Scope of Work fairly reflected in the GMP Drawings and Specifications and in such event the Design-Builder shall be required to prepare a revised design that complies with the GMP drawings and



specifications (“Drawings and Specifications”) and without any entitlement to an increase in the GMP or an adjustment of the Agreement schedule. In the event the Department does not approve a document within fourteen (14) days after issuance, such document shall be deemed approved unless the Department advises that such document is still under review. In the event the Department’s review takes longer than fourteen (14) days, such additional review shall be deemed a change event.

During the Permit Set phase, the Design-Builder shall complete the following tasks:

- i. Continue to prepare detailed and coordinated drawings and specifications.
- ii. Prepare application and submit documents for building permits.
- iii. Work with the Department’s third-party plan reviewer to review the documents for permit document submission.
- iv. Upload all documents to DCRA’s permit document review website in accordance with their instructions.
- v. Prepare and submit early-release excavation, foundations, concrete and steel packages, if needed.
- vi. Prepare and submit DC Water permit application packages (all permit types that may be required) and DOEE Storm Water Management and Green Area Ratio packages for review and approval.
- vii. Prepare DDOT public space modifications package for submission to and approval by DDOT Public Space Committee, participate in Committee meetings as necessary.
- viii. Prepare all traffic control plans required to obtain relevant DDOT permit approvals at all stages of the Project, as required.
- ix. Renovation and new construction should be designed to qualify for LEED Silver certification.

In addition, the Design-Builder shall be required to (a) define, clarify, or complete the concepts and information contained in the Permit Set; (b) correct design errors or omissions, ambiguities, and inconsistencies in the Permit Set (whether found prior to or during the course of construction); and (c) correct any failure of the Architect to follow written instructions of the Department during any phase of design services or the construction of the Project provided they are compatible with industry standards.

**2.2.5.3 Code Review.** The Design-Builder shall submit the Permit Set to the Department of Consumer and Regulatory Affairs (“DCRA”) in order to obtain the necessary building permits to construct the Project. The Design-Builder shall monitor the permit process and shall incorporate any changes or adjustments required by governmental authorities having jurisdiction over the Project. 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, such departure shall have on the Project's aesthetics, functionality or performance. 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**

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

- a) Manage all aspects of the renovation and construction of the Project.
- b) Manage bi-weekly progress meetings. Site visits are included in base fee.
- c) Review and process shop drawing submissions, RFI's, etc.
- d) Prepare meeting notes and records of decisions/changes made.
- e) Conduct pre-closeout inspections.
- f) Review closeout documents for completeness, such as As-Built Drawings based on the Contractor's red line drawings and/or coordinated set developed during the subcontractor coordination process. As-Built Drawings should be transmitted to DGS in hard copy, PDF, and CAD formats.

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 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 for utility connections and the like. 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 DPR 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.

**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 Program Manager and key trade subcontractors. The Design-Builder shall draft and circulate the meeting minutes on a weekly basis.

**2.3.6 Move-in Assistance.** The Design-Builder shall assist DPR in relocating FF&E and other items, as applicable. The GMP shall include an allowance and Scope of Work for these activities.

**2.3.7 Delay Liquidated Damages.** In addition to the liquidated damages provided for in **Section 2.2.1.8** relating to deliverables, 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 One Thousand Five Hundred Dollars (\$1,500) 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.

**2.3.8 Hazardous Materials.** The Design-Builder's Scope of Work includes the abatement and removal of hazardous materials found anywhere on or within the Project site. In performing such work, the Design-Builder shall comply with all laws, including, without limitation, the requirements of the Environmental Protection Agency and all jurisdictional agencies and all laws relating to safety, health welfare, and protection of the environment, in removing, treating, encapsulating, passivating, and/or disposing of hazardous materials, including, but not limited to, removal, treatment, encapsulation, passivation, and/or disposal of the hazardous materials. If any notices to governmental authorities are required, the Design-Builder shall also give those notices at the appropriate times. The Design-Builder shall ensure abatement subcontractors and disposal sites are appropriately licensed and qualified. In addition, the Design-Builder shall ensure that any subcontractors involved in the abatement of hazardous materials maintain a contractor's pollution legal liability insurance policy of at least Two Million Dollars (\$2,000,000) for the duration of the Project and a period of three (3) years after Substantial Completion of the Project, and that any disposal site to which hazardous materials are taken carries environmental impairment liability insurance for the duration of the Project and a period of three (3) years after Substantial Completion of the Project. The Design-Builder's obligations under this **Section 2.3.8** shall include signing (as the agent for the Department) any manifests required for the disposal of hazardous materials.

### **2.3.9 Salvage Value and Stored Items.**

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

**2.3.10 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. Protection extends to the root systems of existing vegetation. The Design-Builder shall not store materials or equipment, or drive machinery, within drip line of existing trees and shrubs.

## **2.4 Site Cleanliness.**

During the Agreement performance 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 DPR 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 DPR. 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 those areas that are then being used by DPR. 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 secure the Project work area by a minimum 6ft tall chain link fence. Contractor shall ensure site is locked during non-work hours.

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

## **2.6 Reserved**

## **2.7 Reporting Requirements**

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

**2.7.1 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.

**2.7.2 Bi-Weekly Schedule Updates.** The Design-Builder shall provide a Baseline Schedule update to the Department, on the progress of the entire Work at least bi-weekly, in the same format set forth in **Section 2.2.1.2** 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.

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

The Design-Builder shall submit to the Program Manager for review and approval all shop drawings, material data and samples provided by Design-Builder, vendors and/or manufacturers. The Department's Program Manager shall review and approve or reject submittals within seven (7) business days of receipt.

## **2.8 Workhours; Coordination with DPR and Community**

**2.8.1 Workhours.** The Design-Builder shall comply with the Noise Ordinance and neither it nor its subcontractors shall undertake work on the Project site other than at the times and sound level permitted by the applicable noise ordinances.

**2.8.2 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.

**2.8.3 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.

**2.8.4 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.

## **2.9 Quality Control Plan**

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

**2.9.2 Quality Control Plan.** Within forty-five (45) days after the Design Development Documents are approved, the Design-Builder shall develop a quality control plan for the Project (the, "Quality Control Plan"). A draft of the Quality Control Plan shall be submitted to the Department and shall be subject to the Department's review and approval. The Quality Control Plan shall be tailored to the specific products/type of construction activities contemplated in the Design Development Documents, and in general, shall include a table of contents, quality control team organization, duties/responsibilities of quality control personnel, submittal procedures, inspection procedures, deficiency correction procedures, documentation process, and a list of any other specific actions or procedures that will be required for key elements of the Work.

**2.9.3 Implementation.** During the Construction Phase, the Design-Builder shall perform regular quality control inspections and create reports based on such inspections pursuant to the Quality Control Plan. These quality control reports shall be provided to the Department electronically on a monthly basis. The 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.

**2.9.4 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.

## **2.10 Project Close-out**

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

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

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

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

The Design-Builder shall prepare an “as-built” plan of the site including all the modifications performed during construction, within 30 days of completion. The Design-Builder shall also submit warranty information on all design requirements within 30 days of completion.

**2.10.4 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.

**2.10.5 Support for Initial Heating & Cooling Season.** The Design-Builder and its mechanical subcontractor shall provide support to DPR and the Department during system

start-up and in initial operation for the first heating and cooling season after Substantial Completion is achieved.

## 2.11 Costs and Fees

### 2.11.1 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) The Cost of General Conditions (as defined below in **Section 2.11.2**), subject however to the Maximum Cost of General Conditions;
- c) 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.
- d) 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;
- e) Fees for obtaining all required approvals or permits associated with the abatement, demolition, utilities abandonment, and utility relocation, and all trade permit fees and the building permit fee;
- f) Cost of the Design/Builder's Architect/Engineer's contract reimbursed at cost and without markup; provided, however, that such costs shall not exceed the Design Budget set forth in the Offeror's Proposal. Any amounts in excess of the Design Budget shall not be reimbursable as a Cost of Work;
- g) 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.

- h) All bonds to jurisdictional agencies (utilities, storm water management, land disturbance, and grading); and
- i) 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.

### **2.11.2 Cost of General Conditions**

The Design-Builder's general condition costs shall be reimbursable at cost and without mark-up. Only the following items, however, are reimbursable: (Any other items or expenses are non-reimbursable, and the Design-Builder shall use its fee to cover any additional cost items)

- a) The cost of "construction staff". The term construction staff shall mean the Project Executive, project managers and superintendents assigned to the Project, administrative and professional staff performing scheduling, cost estimating, and accounting services assigned on a full-time basis to the Project site;
- 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;
- f) The field office for the Design-Builder including but not limited to: (i) trailer purchase and/or rent; (ii) field office installation, relocation and removal; (iii) utility connections and charges during the Construction Phase; (iv) furniture; (v) office supplies;
- g) Office equipment including but not limited to: (i) computer hardware and software; (ii) fax machines; (iii) copying machines; (iv) telephone installation, system and use charges; (v) job radios;
- h) Local delivery and overnight delivery costs; and
- i) Field computer network
- j) First aid facility
- k) Progress photos
- l) Printing cost for drawings, bid packages, etc.
- m) BIM Cost (software, seats, hardware)
- n) Other (as itemized)

### **2.11.3 Non-Reimbursable Costs**

The following costs shall not be reimbursable:

- a) Any personnel or labor costs other than those provided for in **Section 2.11.1 (c) (1)** or **Section 2.11.2 (a)**.
- 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 and Award 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 2.11.1**.

### **2.12 Design-Build Fee & Award Fee Calculations**

The Design-Builder's compensation shall consist of the Design-Build Fee bid by selected Offeror. In addition, the Design-Builder shall be entitled to recover at cost and without mark-up: (i) its design costs, as defined in **Sections 2.11.1(f) and 3.4.6**, and (ii) its Costs of General Conditions as is defined in **Section 2.11.2**; subject, however, to the Design Budget and the Maximum Cost of General Conditions proposed by the selected Offeror which limits shall serve as a cap on the Design Budget and the Cost of General Conditions, respectively. The Design-Builder shall only be entitled to fifty percent (50%) of the Preconstruction Fee if the Design-Builder and the Department are unable to agree to a GMP, as set forth in more detail in the Design-Build Agreement. Entitlement to the Design-Build Fee shall be determined as described more fully below.

**2.12.1 Base Design-Build Fee.** The Design-Build Fee shall be divided into two categories. Seventy percent (70%) of the Design-Build Fee shall be referred to as the ("Base Design-Build Fee") and the remaining thirty percent (30%) shall be at risk as described in Section 2.12.3 below (the "At Risk Portion") and shall be used to establish and fund the award fee pool (the "Award Fee Pool"). 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.

**2.12.2 Maximum Cost of General Conditions.** The Maximum Cost of General Conditions shall be the maximum amount that will be reimbursed by the Department for those costs described in **Section 2.11.2**. To the extent the Design-Builder incurs General Conditions costs in excess of the Maximum Cost of General Conditions, the Design-Builder shall not be entitled to reimbursement for such amounts. In such an event, the Design-Builder shall be required to adequately staff the Project.

**2.12.3 Award Fee Determination.** The Design-Builder shall be entitled to amounts within the Award Fee Pool as follows:

- a) If the Design-Builder meets or exceeds its CBE subcontracting requirements and its first source employment requirements, the Design-Builder shall earn thirty-three and one third percent ( $33\frac{1}{3}\%$ ) of the At Risk Portion (i.e. 10% of the Design-Build Fee).
- b) If the Design-Builder achieves Substantial Completion of the work on or before **March 17, 2023**, the Design-Builder shall earn thirty-three and one third percent ( $33\frac{1}{3}\%$ ) of the At-Risk Portion (i.e. 10% of the Design-Build Fee).
- c) If the final amount due to the Design-Builder (inclusive of the Preconstruction Fee, the Design Fee, the earned portions of the Award Fee, the Base Design-Build Fee and the Cost of General Conditions) is less than one hundred three percent (103%) of the GMP as originally established, the Design-Builder shall earn thirty-three and one third percent ( $33\frac{1}{3}\%$ ) of the At Risk Portion (i.e. 10% of the Design-Build Fee).

## **2.13 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 framework. The Design-Builder shall advance the Project in a manner consistent with such budget and the understanding that only the following cost elements are excluded from the budget set forth in **Section 1.3** of the RFP:

- a) 3<sup>rd</sup> Party Material Testing;
- b) 3<sup>rd</sup> Party Commissioning;
- c) 3<sup>rd</sup> Party Inspections;
- d) Costs of active DPR equipment;
- e) 3<sup>rd</sup> Party Plan Review; and
- f) Public Art.

## **2.14 Intentionally Omitted**

## **2.15 Key Personnel; Diversion**

**2.15.1 Identification of Key Personnel.** The Design-Builder personnel are required to have extensive experience with ADA upgrades of municipal facilities. In its proposal, each Offeror will be required to identify its key personnel. Key personnel shall include, at a minimum, the following individuals: (i) the Project Executive; (ii) the Field Superintendent; (iii) the Project Manager; (iv) the Assistant Project Manager, and (v) Safety/Quality Assurance/Quality Control Manager. The Design-Builder will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement. Please provide a table that identifies the specific staff that will be assigned to this Project, the time periods during which the individual will work on the Project, his or her level of effort (i.e., the percentage of time devoted to this Project), and whether the individual will be funded through the Design-Builder's fee or general conditions.

The Design-Builder will also be required to identify the design team in its proposal and their key personnel. With regard to the design team, such personnel shall include: (i) the design principal- in-charge; (ii) the project designer; (iii) the project architect; (iv) the civil engineer; (v) the key Mechanical, Electrical and Plumbing (MEP) engineers and (vi) the key structural engineers. The Design-Builder will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement. Please provide a table that identifies the specific staff that will be assigned to this Project, the time periods during which the individual will work on the Project, his or her level of effort (i.e., the percentage of time devoted to this Project).

**2.15.2 Key Personnel Replacement Disincentive Cost.** All members of the Design-Builder's Key Personnel shall be subject to replacement costs as a disincentive for their removal or reassignment the Key Personnel, except in circumstances arising from reasons beyond the Design-Builder's control (i.e. due to retirement, resignation, termination, etc.). In each instance where the Design-Builder removes or reassigns one of the Key Personnel subject to replacement disincentive costs (but excluding instances where such personnel become unavailable due to death, disability or separation from the employment of the Design-Builder or any affiliate of the Design-Builder) without the prior written consent of the Department's Designated Representative, the Design-Builder shall owe to the Department the sum of Twenty Five Thousand dollars (\$25,000) to the Department for its failure to provide the Key Personnel. The Department may deduct the foregoing replacement disincentive costs from any payments it owes to the Design-Builder; and, the disincentive costs shall not bar recovery of any other damages, costs or expenses other than the Department's internal administrative costs. In addition, the Department shall have the right, to be exercised in its sole discretion, to remove, replace or to reduce the scope of services of the Design-Builder in the event that a member of the Key Personnel has been removed or replaced by the Architect without the prior consent of the Department. In the event the Department exercises the right to remove, replace or to reduce the scope of services of the Design-Builder, the Department shall have the right to enforce the terms of

this 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 this Agreement in conjunction with the new members of the Design-Builder's team approved by the Department.

## **2.16 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:

### **2.16.1 Concept Design Phase Deliverables**

During this phase, the Design-Builder shall be required to prepare and submit to the Department the below-listed deliverables. All such deliverables shall be subject to review and approval by the Department, and the Design-Builder's pricing should assume that revisions may be required to these documents to address concerns raised by the Department and/or other Project stakeholders.

- a. Three (3) conceptual floor plan and site plan.
- b. Updated property survey, including notations of utilities and all other easements.
- c. Hazardous material survey and analysis update
- d. Historic resources survey
- e. Zoning analysis
- f. Geotechnical Survey
- g. Architectural Concept Development
- h. Building plan
- i. Preliminary cost estimates
- j. Project schedule

### **2.16.2 Schematic Design Phase**

During this phase, the Design-Builder shall be required to prepare and submit to the Department the following deliverables. All such deliverables shall be subject to review and approval by the Department and the Design-Builder's pricing should assume that revisions may be required to these documents to address concerns raised by the Department and/or other Project stakeholders.

- a. Digital floor plans and site plan
- b. Preliminary building elevations and sections
- c. Plan-to-Program Comparison
- d. Design Narrative
- e. Updated Schedule and Cost Estimate
- f. Phasing Plan, if necessary
- g. If Value Engineering is necessary, it should be executed at this stage of the design submission with all the stakeholders.
- h. Meeting minutes of Preliminary Design Review Meetings.

### **2.16.3 Design Development**

The following deliverables are required during this phase:

- a. 35% (minimum progress) documents for all technical disciplines, drawings and specs
- b. 50% design development progress printing.
- c. A reconciliation report that addresses issues raised by DGS representatives as a result of the 50% progress printing.
- d. CFA submission materials; meetings and presentations to CFA as required
- e. Historic Preservation Office (HPO) submission materials; meetings and presentations to HPO as required
- f. Old Georgetown Board (OGB) submission materials; meetings and presentations to HPO as required
- g. Submit the Contractor's second estimate for the hard cost of the Project with a Maximum +/- 5% of the budget.

### **2.16.4 Permit Set**

The following deliverables are required during this phase:

- a. Drawings and specifications, ready for permitting, hard copy and electronic.
- b. Final estimate of construction cost

### **2.16.5 Construction Deliverables**

Deliverables shall include, but are not limited to:

- a. Meeting minutes.
- b. RFI Responses, ASI's and/or other clarification documents.
- c. Punch lists.
- d. Closeout document review comments.
- e. As-Built Drawings.

### **2.16.6 Close-Out Deliverables**

Deliverables shall include, but are not limited to:

- a. A complete set of the Design-Builder's Project files.
- b. A complete set of product manuals (O&M), training videos, warranties, etc.
- c. As built record drawings.
- d. Attic stock and schedule.
- e. Equipment schedule.
- f. Proposed schedule of maintenance.
- g. Environmental, health & safety documents.
- h. LEED – Preliminary Construction Review.

- i. All applicable inspection certificates/permits (boiler, elevator, emergency evacuation plans, health inspection, etc.).

### **2.17 Licensing, Accreditation and Registration**

The Design-Builder and all of its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the Agreement. Without limiting the generality of the foregoing, all drawings shall be signed and sealed by a professional architect or engineer licensed in the District of Columbia.

### **2.18 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.

### **2.19 Davis-Bacon Act**

The Davis-Bacon Act as stated in **Attachment E** is 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.

### **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.

## **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 Builder (**10 points**)
- b) Key Personnel of the Builder (**10 points**)
- c) Past Performance, Relevant Experience & Capabilities of the Design/Builder's 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. 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 reserves the right to interview Offerors. A minimum of three (3) offerors within the competitive range will be selected to participate in the presentation/interview process after the initial RFP Proposals are evaluated by the Technical Evaluation Panel (TEP) based on the evaluation criteria listed herein. Selected Offerors will be required to come in for an interview/presentation with the TEP. At this presentation, the Offerors will be required to provide the following information (at a minimum):

- a) Team introduction, and capabilities and experience of each key member participating in the interview.
- b) Discussion/presentation of the Design-Build team's approach to design the project; and
- c) Discussion/presentation of the Design-Build team's proposed schedule of the Project.



Each Offeror selected for the interview/presentation stage shall make an oral presentation to the Department's Evaluation Committee and participate in a question-and-answer session. The purpose of the oral presentation and the question-and-answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The Proposal will be re-scored at the conclusion of the oral presentation.

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

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

### **3.3.2 Oral Presentation Schedule**

The 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 experience with the Offeror of the members of the evaluation panel and others involved in the evaluation process. The Agreement will be awarded to the responsive and responsible Offeror found to be the most advantageous to the Department in accordance with D.C. Official Code § 2-354.03 and not necessarily the Offeror(s) with the highest evaluated score.

### **3.4.1 Past Performance, Relevant Experience & Capabilities of the Builder (10 points)**

The Department desires to engage a Design-Builder with the experience necessary to accomplish the objectives set forth in the RFP. The construction component of each Design-Builder will be evaluated based on their demonstrated experience in: (i) construction and renovation projects in an urban setting; (ii) construction and renovation of recreation center facilities; (iii) knowledge of, and access to, the local subcontracting market; (iv) knowledge of the local regulatory agencies and Code Officials; and (v) constructing projects on fast-track schedules. In evaluating these subfactors, the Department will consider, among other things, the Offeror's track record in delivering projects on-time and on-budget. If the Offeror is a team or Joint Venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or Joint Venture in light of their role in the proposed team or Joint Venture. This element of the evaluation will be worth up to ten (10) points.

### **3.4.2 Key Personnel of the Builder (10 points)**

The Department desires that the Design-Builder assign the appropriate number of personnel having the necessary seniority to implement a project of this type. The personnel should have experience working together and each such individual should have the necessary level of experience and education for his or her proposed role. Proposals should identify, at a minimum, (i) the Project executive; (ii) the superintendent; (iii) the Project Manager; (iv) the Assistant Project Manager; (v) Preconstruction Manager/Estimator; and (vi) Safety/Quality Assurance/Quality Control Manager. The availability and experience of the key individuals assigned to this Project will be evaluated as part of this element. Offerors should provide a table that identifies the specific staff that will be assigned to this Project. The table should include: (i) the individual's name (if known); (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this Project); and (iv) the time periods during which the individual will be assigned to the Project. This table should include all personnel that will be assigned to the Project. This element of the evaluation will be worth up to ten (10) points.

### **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 component that possesses the experience necessary to accomplish the objectives set forth in the RFP. The design component of each Design-Builder will be evaluated based on their demonstrated experience in: (i) the design of projects in an urban setting; (ii) design of recreation center facilities for ADA upgrades; (iii) cost estimating and Value Engineering/management; and (iv) knowledge of the local regulatory agencies and Code Officials. If the Offeror is a team or Joint Venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or Joint Venture in light of their role in the proposed team or Joint Venture. This element of the evaluation will be worth up to ten (10) points.

#### **3.4.4 Key Personnel of the Design/Builder's Architect/Engineer (10 points)**

The Department desires that the design component of the Design-Builder assign to this Project personnel who have experience in designing and completing construction projects on-time and on-budget. The personnel so assigned should have the necessary experience and professional credentials for the role each such individual is assigned. At a minimum, the proposal should identify: (i) the design principal-in-charge; (ii) the project designer; (iii) the project architect; (iv) the civil engineer; (v) the key Mechanical, Electrical and Plumbing (MEP) engineers; and (vi) the key structural engineers. Offerors should provide a table that identifies the specific staff that will be assigned to this Project. The table should include: (i) the individual's name (if known); (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this project); and (iv) the time periods during which the individual will be assigned to the Project. This table should include all personnel that will be assigned to the Project. This element of the evaluation will be worth up to ten (10) points.

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

Offerors are required to submit with their proposal a management plan ("Management Plan"). The Management Plan should clearly explain how the Design-Builder intends to manage and implement the Project. At a minimum, it should (i) outline the procedures that the Offeror will use during the pre-construction phase to guide the design to ensure that it will stay within the Department's budgetary constraint; (ii) outline the purchasing procedures that will be used to maximize competition and manage cost constraints; (iii) outline the procedures that will be used during the Construction Phase to minimize change orders and maximize Project quality; and (iv) identify the key personnel and their specific roles in managing the Project.

In addition, the Management Plan should include a discussion outlining how the Offeror intends to implement the Project. This discussion should demonstrate an understanding of the key constraints and challenges related to the Project and how the Offeror will work to mitigate and manage these constraints and challenges. Such narratives should also include key milestone dates and an explanation of how those dates will be achieved. The narrative shall include a preliminary schedule which shall be coordinated with the approach. This element of the evaluation is worth up to forty (40) points).

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

Offerors will be required to submit with their Proposals the following fee components: (i) a Design Budget; (ii) a Design-Build Fee; and (iii) a General Conditions Budget. The Design-Build Fee will be a fixed fee and should cover the cost of the Design-Builder's overhead and profit; the Design Budget should include an upset limit and a schedule of values showing the cost of the various phases of the design; and the cost of general conditions, as defined in the Design-Build Agreement, shall be reimbursable subject to a cap equal to the General Conditions Budget proposed by the Offeror. Each Offeror will be required to complete and submit with their Proposal a copy of the pricing sheet set forth as **Attachment B**, which includes all these price components. The pricing sheet shall be

submitted as part of Volume 2 (i.e. the price proposal) as more fully described in **Part 5** of this RFP. These price components will be worth up to twenty (20) points.

**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.

## **PART 4 - ECONOMIC INCLUSION**

### **4.0 Preference for Small, Local, and Disadvantaged Business Enterprises**

**General:** Pursuant to D.C. Official Code § 2-218.43, in evaluating bids or proposals, the Department shall award preferences as follows:

- (A) Three points for a small business enterprise;
- (B) Five points for a resident-owned business;
- (C) Five points for a longtime resident business;
- (D) Two points for a local business enterprise;
- (E) Two points for a local business enterprise with its principal office located in an enterprise zone;
- (F) Two points for a disadvantaged business enterprise;
- (G) Two points for a veteran-owned business enterprise; and
- (H) Two points for a local manufacturing business enterprise.

**A certified business enterprise shall be entitled to any or all of the preferences provided in this section, but in no case shall a certified business enterprise be entitled to a preference of more than 12 points or a reduction in price of more than 12 percent.**

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

- a) A certified Joint Venture will receive preferences as determined by the Department of Small and Local Business Development (DSLBD) in accordance with D.C. Official Code § 2-218.39a (h).
- b) A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.
- c) 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

- d) All Offerors are encouraged to contact DSLBD if additional information is required on certification procedures and requirements.

### **4.2 Subcontracting Plan**

1. Bids or proposals responding to a solicitation, including an open market solicitation, shall be deemed nonresponsive and shall be rejected if a subcontracting plan is required by law and the beneficiary fails to submit a plan that meets the criteria set forth in paragraph (2) of this subsection.
2. subcontracting plan shall include the following information:
  - a. The name and address of each subcontractor;
  - b. A current certification number of the small or certified business enterprise;
  - c. The scope of work to be performed by each subcontractor; and
  - d. The price to be paid by the beneficiary to each subcontractor.
  - e. The subcontracting plan required by paragraph (2) of this subsection shall be provided before the District accepts the submission of the bid or proposal.

**Notwithstanding subsection (1) of this section, a design-build project shall not be required to identify specific subcontractors as a condition precedent to performing preconstruction services; provided, that a detailed subcontracting plan that meets the requirements of subsection (1) of this section shall be submitted before entering into a guaranteed maximum price or such other contractual action authorizing the contractor to commence construction.**

#### **4.2.1 Mandatory Subcontracting 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 qualified 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 workforce if the contract is \$1 million or less.

## **4.2.2 Subcontracting Plan Requirements**

If the Design-Builder is required by law to subcontract under the Agreement, it must submit a subcontracting plan for at least (35%) of the dollar volume of the Agreement in accordance with D.C. Official Code § 2-218.46. The subcontracting plan shall be submitted as part of the Proposal and may only be amended with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District and the Department. Each subcontracting plan shall include the following:

- a) The name and address of each subcontractor;
- b) A current certification number of the small or certified business enterprise;
- c) The scope of work to be performed by each subcontractor; and
- d) The price that the Design-Builder will pay each subcontractor.

## **4.2.3 Copies of Subcontracts**

Within twenty-one (21) days of the date of award, the Design-Builder shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, District of Columbia Auditor, City Administrator, and the Director of Department of Small and Local Business Development.

## **4.2.4 Subcontracting Plan Compliance Reporting**

- a) The Design-Builder has a subcontracting plan required by law for this Agreement; the Design-Builder shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:
  1. The price that the Design-Builder will pay each subcontractor under the subcontract;
  2. A description of the goods procured, or the services subcontracted for;
  3. The amount paid by the Design-Builder under the subcontract;

4. A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.
- b) If the fully executed subcontract is not provided with the quarterly report, the Prime Contractor will not receive credit toward its subcontracting requirements for that subcontract.

#### **4.2.5 Annual Meetings**

Upon at least 30-days written notice provided by DSLBD, the Design-Builder shall meet annually with the CO, Contract Administrator (“CA”), District of Columbia Auditor and the Director of Department of Small and Local Business Development to provide an update on its subcontracting plan.

#### **4.2.6 DSLBD Notices**

The Design-Builder shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the Agreement and when the Agreement is completed.

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

- a. A Design-Builder shall be deemed to have breached a subcontracting plan required by law, if the Design-Builder (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.
- b. A Design-Builder 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.
- c. If the CO determines the Design-Builder’s failure to be a material breach of the Agreement, the CO shall have cause to terminate the Agreement under the default provisions in the Standard Contract Provisions for Construction Contracts (**Attachment G**) and the Standard Contract Provisions for Architectural and Engineering Contracts (**Attachment H**).
- d. Neither the Prime Contractor nor its subcontractor may remove a subcontractor or tier-subcontractor if such subcontractor or tier-subcontractor is certified as an LSDBE company unless the Department approves of such removal, in writing. The Department may condition its approval upon the Design-Builder 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 Economic Inclusion Reporting Requirements**

- a. 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.

- b. 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.
- c. The Design-Builder shall maintain detailed records relating to the general hiring of the District of Columbia and community residents.
- d. 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.
- e. Service Contract Act Provision. The Design-Builder agrees that the work performed under this Agreement shall be subject to the Service Contract Act Wage Determination in effect at the time this agreement is executed by the Department. As such, the Design-Builder and its subcontractors shall comply with the service contract reporting requirements imposed by the act as set forth in Attachment T.
- f. **Living Wage Act.** In addition to the requirements set forth in the First Source Employment Agreement, the Design-Builder shall comply with all applicable provisions of the Living Wage Act of 2006, **Attachment K**, as amended (codified at D.C. Official Code §§ 2-220.01 et seq.) and its implementing regulations.

#### **4.2.9 Residency Hiring Requirements for Contractors and Subcontractors**

At least fifty-one percent (51%) of the Offeror’s Team and every subconsultant’s employees hired after the Offeror enters into a contract with the Department, or after such subconsultant enters into a contract with the Offeror, to work on this Project, shall be residents of the District of Columbia.

Upon execution of the Agreement, the Offeror and all of its member firms, if any, and each of its subcontractors and subconsultants shall submit to the Department a list of current employees that will be assigned to the Project, the date that they were hired and whether or not they live in the District of Columbia.

The Offeror shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of (\$100,000) or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services (“DOES”) upon execution of the Agreement; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the Project; (iii) make best efforts to hire at least (51%) District residents for all new jobs created by the Project; (iv) list all

employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10<sup>th</sup> of each month; (vi) at least (51%) apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of (\$500,000) or more must register an apprenticeship program with the D.C. Apprenticeship Council.

The Offeror shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, including by not limited to the *Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011*, and the rules and regulations promulgated thereunder, including, but not limited to the following requirements:

- a) At least twenty percent (20%) of journey worker hours by trade shall be performed by District residents;
- b) At least sixty percent (60%) of apprentice hours by trade shall be performed by District residents;
- c) At least fifty one percent (51%) of the skilled laborer hours by trade shall be performed by District residents; and
- d) At least seventy percent (70%) of common laborer hours shall be performed by District residents.

#### **4.2.10 Apprenticeship Act**

The District of Columbia Apprenticeship Act of 1946, D.C. Official Code §§ 32-1401 *et seq.* (“Act”), as amended, may apply to this Project. All subcontractors selected to perform work on the Project on a craft-by-craft basis shall be required to comply with this Act. All terms and conditions of the Act, D.C. Apprenticeship Council Rules and Regulations, as well as any federal requirements, shall be implemented. The Design-Builder shall be liable for any subcontractor non-compliance.

#### **4.3 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 R.

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

### **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**

Proposals will be submitted electronically and shall be titled 'Proposal for Design Build Services for the ADA Compliance of DPR Facilities at Banneker, Kalorama, Mitchell Park, and Rose Park, DCAM-22-CS-RFP-0005.

Proposals should be submitted through the DGS web portal using the below link.

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

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

Proposals shall be received electronically as identified in **Section 5.2** of this RFP no later than **2:00 P.M. on July 5, 2022**. The Offeror assumes the sole responsibility for timely delivery of its Proposal, regardless of the method of delivery.

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

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

#### **5.4.1 Past Performance, Relevant Experience**

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

8. The level of completion of design documents that the initial contract value was based on.
9. The actual substantial completion date and the final contract value.
- b) The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms **Attachment L**, are completed and submitted on behalf of the Offeror directly to the Department's POC stated in **Section 1.7** by the due date for Proposals as specified in **Section 5.3**.
- c) If the Offeror is a team or Joint Venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or Joint Venture in light of their role in the proposed team or Joint Venture.

#### **5.4.2 Project Management Plan and Schedule**

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

#### **5.4.3 SBE Subcontracting Plan**

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

#### **5.4.4 First Source Employment Agreement**

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

#### **5.4.5 Preliminary Project Schedule**

Each Offeror should prepare a preliminary Project schedule (the "Baseline Schedule") that shows how the Offeror intends to complete the Project in a timely manner. The Baseline Schedule shall be subject to review and approval by the Department. The Design-Builder shall incorporate any adjustment to the Baseline Schedule as may be reasonably requested by the Department. The Baseline Schedule shall be prepared in CPM and be developed in a sufficient level of detail so as to permit the affected parties (i.e. the Department, the Architect and the Design-Builder) to properly plan the Project, and shall show: (i) key design milestones and bid packages; (ii) release dates for long lead items; (iii) release dates for key subcontractors; and (iv) Substantial and Final Completion Dates. The preliminary schedule must also be submitted in Primavera 6 native format, and upon award, shall be updated by the Design-Builder, at a minimum, on a bi-weekly basis. The schedule should demonstrate that the Offeror understands the Project and has a workable method to deliver the Project in a timely manner.

#### **5.4.6 Price Proposal**

The Price Proposal shall be organized as follows:

- a) **Offer Letter.** Each Offeror shall submit a bid form substantially in the form of **Attachment B**. Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the Proposal non-responsive.
- b) **Bidder-Offeror Certification Form.** Each Offeror shall complete and submit with its Price Proposal the Bidder-Offeror Certification Form attached hereto as **Attachment C**. An Offeror who submits an incomplete or improperly or inaccurately completed Bidder-Offeror Certification Form may be deemed non-responsive.
- c) **Tax Affidavit.** Each Offeror must submit a tax affidavit substantially in the form of **Attachment D**. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia Government.
- d) **Bid Bond.** Each Offeror shall submit with their Price Proposal a bid bond in the amount specified and further explained in **Part 9, Section 9.0**, in the form of **Attachment F**.
- e) **SBE Subcontracting Plan.** Each Offeror must submit an SBE Subcontracting Plan substantially in the form of **Attachment I**.
- f) **First Source Agreement and Employment Plan.** Each Offeror must submit a First Source Agreement and Employment Plan substantially in the form of **Attachment J**.
- g) **Conflict of Interest Disclosure Form.** Each Offeror shall submit a conflict of interest disclosure statement substantially in the form of **Attachment P**.
- h) **Equal Employment Opportunity Policy Form.** Each Offeror shall submit an EEO policy form substantially in the form of **Attachment R**.
- i) **Certification to Furnish Performance & Payment Bond.** Each Offeror shall submit a certification to furnish a performance & payment bond substantially in the form of **Attachment S**.
- j) Certificate of Clean Hands.
- k) A copy of business license.

## **PART 6 – PROPOSALS SUBMISSION 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 Preproposal Conference Call**

A pre-proposal conference will be held on **June 10, 2022, at 11:00 am**. The conference will be held via WebEx (web conferencing system). See the details below:

#### **Join information**

Register link:

<https://dcnet.webex.com/dcnet/j.php?RGID=r00718ec78c8c4c67eaa02f38835dbd2d>

Meeting link:

<https://dcnet.webex.com/dcnet/j.php?MTID=m445fd190994df196c23422c31692ca83>

Meeting number:

2314 921 3115

Password:

C6kBsGp3ac8

Join by video system

Dial 23149213115@dcnet.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

+1-202-860-2110 United States Toll (Washington D.C.)

1-650-479-3208 Call-in number (US/Canada)

Access code: 2314 921 3115

[Global call-in numbers](#)

## **6.2 Explanations to Prospective Offerors**

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

Requests should be directed to the Department's POC through the DGS web portal no later than the **4:00 p.m., on June 20, 2022**. The person making the request shall be responsible for prompt delivery.

## **6.3 Protests**

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

## **6.4 Contract Award**

This procurement is being conducted in accordance with D.C. Code § 2-354.03 and the provisions of Title 27 DCMR §§ 4700, et seq., of the Department's Procurement Regulations. Responses to the RFP shall be in the form of competitive sealed Proposals and the Agreement shall be awarded based on the Proposal that is the most advantageous to the Department, or in the event of more than one award, the Proposals that are the most advantageous to the Department. The RFP sets forth the evaluation factors and indicates the relative importance of each factor. The RFP contains a statement of work or other description of the Department's specific needs, which shall be used as a basis for the evaluation of the Proposals. Price will be evaluated; however, while price or total cost to the Department may be an important or even deciding factor in most source selections, the Department may select the source whose Proposal is 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 at the office designated 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 CCO'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 which makes its terms more favorable to the Department may be considered at any time as received and may be accepted.
- e) Proposals shall be irrevocable and remain in full force and effect for a period not less than one hundred twenty (120) days after receipt of Proposals.

## **6.8 No Compensation for Preparation of 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 Request for a best and final offer.
- j) To reject Proposals that are deemed non-responsive.

## **6.10 Limitation of Authority**

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

## **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 D**.

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

### **7.0 Contract Documents**

The Design-Build Agreement Form of Contract (“Form of Contract”) is attached to the RFP as **Attachment M**. The Standard Contract Provisions are attached hereto as **Attachments G and H**. Offerors should carefully review the Agreement and Standard Contract Provisions when submitting their Proposals. To the extent there are any ambiguities or inconsistencies between this RFP, the Standard Contract Provisions and Agreement shall have precedence. Offerors are advised that they are required to submit their Proposals premised upon agreeing to the terms of the Standard Contract Provisions and entering into a Letter Contract, and subsequently, the Agreement.

## **PART 8 - INSURANCE REQUIREMENTS**

### INSURANCE

- 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 have its insurance broker or insurance company submit a Certificate of Insurance to the 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. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract and 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 by the CA, 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 and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

General liability, commercial auto, workers' compensation and property insurance policies (if applicable to this agreement) shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies 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, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, 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 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit including explosion, collapse and underground hazards.

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).

DGS should collect, review for accuracy and maintain all warranties for goods and services.

1. 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, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

2. 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.

All insurance required by paragraphs 1,2 and 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

3. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
4. 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 equal to the greater of (i) the limits set forth in the Contractor's pollution liability policy or (ii) \$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.

5. 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.
6. 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.
7. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage or "shared" limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the Office of Risk Management (ORM) for compliance review.
8. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 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 District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

**C. 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.

**D. DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by 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.

**E. LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above will not in any way limit the contractor’s liability under this contract.

**F. 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 District of Columbia.

**G. MEASURE OF PAYMENT.** The District 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.

**H. 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 coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. 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.

**I. CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia**

**And mailed to the attention of:**

**Ahmad Stanekzai/Department of General Services  
1250 U Street, 2<sup>nd</sup> Floor**

**Washington, DC 20009**  
**(202) 644-6473**  
[ahmad.stanekzai@dc.gov](mailto:ahmad.stanekzai@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).

- J. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District 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.
- K. **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 the equivalent by any other rating agency) and licensed in the District.



## **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 total bidding budget, in the form included as **Attachment F**. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties. Alternatively, Offerors may submit a cashier's check in lieu of a bid bond. However, in the event an Offeror who is awarded the Agreement fails to post a payment and performance bond for the full value of the Agreement, the Offeror shall thereby forfeit the full amount of the cashier's check, and the Department shall collect such funds as liquidated damages. 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 Q** and return, notarized, with the Offeror's Proposal.

### **9.1 Trade Subcontractor Bonds**

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

### **9.2 Contractor's Payment and Performance Bond**

In addition to the trade subcontractor bonds required by **Section 9.1**, the Design-Builder will be required to post a payment and performance bond having a penal value equal to the target GMP or Not-to-Exceed value established at the time the Agreement is executed. The Design-Builder will be required to post updated payment and performance bonds to reflect the GMP Amendment amount.

**PART 10 - MISCELLANEOUS PROVISIONS**

**10.0 Conflict of Interest**

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

**10.1 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY**

**10.1.1** 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.

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

**10.2 Definitions**

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

**10.3 Abbreviations**

The following are abbreviations used throughout this RFP:

CPM	Critical Path Method
GMP	Guaranteed Maximum Price
LEED	Leadership in Energy & Environmental Design
NTP	Notice to Proceed
RFP	Request for Proposals
OP	Office of planning
CO	Contracting Officer
CCO	Chief Contracting Officer
CA	Contract Administrator

CFA	Commission of Fine Arts
COTR	A Contracting Officer's Technical Representative
DPR	District of Columbia, Department of Parks and Recreation
CBE	A Certified Business Enterprise
SBE	Small Business Enterprises

**PART 11 - ATTACHMENTS**