

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES



**Addendum No. 6**  
**To**  
**Request for Proposals (“RFP”) No. DCAM-21-CS-RFP-0001**  
**Design-Build Services for DDOT W Street, NE Yard Improvements**

**Issued: April 2, 2021**

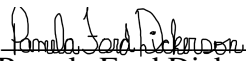
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This Addendum No. 6 is issued on April 2, 2021. Except as modified hereby, the RFP remains unmodified.

**Item #1:** The Form of Offer Letter (Attachment B of the RFP) is hereby revised and attached as **Exhibit A**.

**Item #2:** Section 8.6.1.3 of the Agreement (Attachment M of the RFP), is hereby revised and attached as **Exhibit B**.

**By:**

  
\_\_\_\_\_  
Pamela Ford Dickerson  
DGS Contracting Officer

**Date:** 04/02/2021

- End of Addendum No. 6

**Exhibit A**

Revised Form of Offer Letter

(See following page)

Attachment B

[Offeror's Letterhead]

[Insert Date]

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

Attention: Pamela Ford Dickerson  
Contracting Officer

**Reference: Request for Proposals (RFP) – DCAM-21-CS-RFP-0001  
Design Build Services for the DDOT W Street NE Yard Improvement**

Dear Ms. Dickerson:

On behalf of [INSERT NAME OF BIDDER] (the "Offeror"), I am pleased to submit this proposal in response to the Department of General Services' (the "Department" or "DGS") Request for Proposals (the "RFP") to provide Design Build Services for DDOT W Street NE Yard Improvement. The Offeror has reviewed the RFP and the attachments thereto, any addenda thereto, and the proposed Form of Contract (collectively, the "Bid Documents") and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit the Offeror's Bid in response to the RFP. The Offeror's proposal, the Design-Build Fee, and the Maximum Cost of General Conditions are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents (collectively, the proposal, the Design-Build Fee, and the Maximum Cost of General Conditions are referred to as the "Offeror's Bid.>").

The Offeror's Bid is as follows:

- A. Design Fee/Budget is: \$ \_\_\_\_\_
- B. The Design-Build Fee is: \$ \_\_\_\_\_

The Offeror acknowledges and understands that Design-Build Fee is a firm, fixed price and other than as permitted in the Form of Contract will not be subject to further adjustment. The Offeror further acknowledges that thirty percent (30%) of the Design-Build Fee shall be at risk, and the Offeror shall be entitled such portion if such portions are earned in accordance with the Form of Contract.

- C. The estimated cost of the Offeror's general conditions (the "Maximum Cost of General Conditions") is set forth below. The Maximum Cost of General Conditions consists of the following elements:

Cost of construction staff (only field staff are reimbursable)	\$ _____
Fringe Benefits associated with field staff costs	\$ _____
Payroll taxes and payroll insurance associated with field staff costs	\$ _____
Staff costs associated with obtaining permits and approvals	\$ _____
Out-of-house consultants	\$ _____
Travel, Living and Relocation expenses	\$ _____
Job vehicles	\$ _____
Field office for Design-Builder including but not limited to:	\$ _____
• Trailer purchase and/or rental	
• Field office installation, relocation and removal	
• Utility connections and charges during the Construction phase	
• Furniture	
• Field offices for the Office and Program Manager	
• Office supplies	
Office equipment including but not limited to:	\$ _____
• Computer hardware and software	
• Fax machines	
• Copy machines	
• Telephone installation, system and uses charges	
• Job radios	
Local delivery and overnight delivery costs	\$ _____
Field computer network	\$ _____
First aid facility	\$ _____
Progress photos	\$ _____
Printing cost for drawings, bid packages, etc.	\$ _____
BIM Cost (software, seats, hardware)	\$ _____
Other (please itemize)	\$ _____
Total Maximum Cost of General Conditions	\$ _____

The Offeror acknowledges and understands that the Maximum Cost of General Conditions will be incorporated into the contract and that the Offeror will not be permitted to exceed the Maximum Cost of General Conditions unless it first obtains the written approval of the Department.

D. In addition, the Offeror hereby represents that, based on its current rating with its surety, the indicated cost of a payment and performance bond is [INSERT PERCENTAGE].

The Offeror's Bid is based on and subject to the following conditions:

1. The Offeror agrees to hold its proposal open for a period of at least one hundred and twenty (120) days after the date of the bid.
2. Assuming the Offeror is selected by the Department and subject only to the changes requested in Paragraph 5, the Offeror agrees to enter into a contract with the Department on the terms and conditions described in the Bid Documents within ten (10) days of the notice of the

award. In the event the Offeror fails to do so, the Department shall have the right to levy upon the Offeror's bid bond.

3. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Offeror to the terms of the Offeror's Bid. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's Bid. In addition to any other remedies that the Department may have at law or in equity, the Department shall have the right to levy upon Bidder's Bid Bond in the event of a breach of this Paragraph 3.

4. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the RFP in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.

5. The Offeror's proposal is subject to the following requested changes to the Form of Contract: **[INSERT REQUESTED CHANGES. OFFERORS ARE ADVISED THAT THE CHANGES SO IDENTIFIED SHOULD BE SPECIFIC SO AS TO PERMIT THE DEPARTMENT TO EVALUATE THE IMPACT OF THE REQUESTED CHANGES IN ITS REVIEW PROCESS. GENERIC STATEMENTS, SUCH AS "A MUTUALLY ACCEPTABLE CONTRACT" ARE NOT ACCEPTABLE. OFFERORS ARE FURTHER ADVISED THAT THE DEPARTMENT WILL CONSIDER THE REQUESTED CHANGES AS PART OF THE EVALUATION PROCESS.]**

6. The Offeror hereby certifies that neither it nor any of its team members have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or sub-consultant that is certified by the District of Columbia Office of Department of Small and Local Business Enterprises as a Local, Small, Resident Owned or Disadvantaged Business Enterprise (collectively, "LSDBE Certified Companies") from participating in the work if another company is awarded the contract.

7. This bid form and the Offeror's Bid are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE OFFEROR].

Sincerely,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Schedule of Values (“SOV”) for Letter Contract  
 [template]**

A	B	C	D	E	F	G	H	I	J
Item #	Description of Work	Scheduled Value	Completed		Materials Presently Stored	Total Completed & Stored To Date (D+E+F)	% Complete (G/C)	Balance to Finish (C-G)	Retainage
			From Previous Application	This Period					
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
	<b>Total</b>								

Note: The Offerors must also provide a SOV for Not-to-Exceed (“NTE”) \$950,000.

**Exhibit B**

Section 8.6.1.3 of the Agreement (Attachment M of the RFP)  
(See following page)

**Section 8.6.1.3 of the Agreement (Attachment M of the RFP)**

**8.6.1.3** In no event shall the maximum mark-up on the Direct Cost of the Work exceed ten percent (10%). Direct Cost of the Work shall mean labor, material and other costs reasonably and necessarily incurred in the proper performance of the Work as approved by the Department and shall include, but not be limited to: (Direct Cost of the Work does not, however, include home office overhead, field supervision, general conditions or profit of either the Subcontractor or the Design-Builder. No personnel above the level of a working foreman shall be considered a Direct Cost of the Work).

(a) Labor. Payment will be made for direct labor cost plus indirect labor cost such as insurance, taxes, fringe benefits and welfare provided such costs are considered reasonable. Indirect costs shall be itemized and verified by receipted invoices. If verification is not possible, up to eighteen percent (18%) of direct labor costs may be allowed.

(b) Rented Equipment. Payment for required equipment rented from an outside company that is neither an affiliate



of, nor a subsidiary of, the Design-Builder will be based on receipted invoices which shall not exceed rates given in the current edition of the Rental Rate Blue Book for Construction Equipment. If actual rental rates exceed manual rates, written justification shall be furnished to the Contracting Officer for consideration. No additional allowance will be made for overhead and profit. The Design-Builder shall submit written certification to the Contracting Officer that any required rented equipment is neither owned by nor rented from the Design-Builder or an affiliate of or subsidiary of the Design-Builder.

(c) Contractor's Equipment. Payment for required equipment owned by the Design Builder or an affiliate of the Design-Builder will be based solely on an hourly rate derived by dividing the current appropriate monthly rate by 176 hours. No payment will be made under any circumstances for repair costs, freight and transportation charges, fuel, lubricants, insurance, any other costs and expenses, or overhead and profit. Payment for such equipment made idle by delays attributable to the Government will be based on one-half the derived hourly rate under this subsection.

(d) Materials. Incorporated and unincorporated materials as permitted under Section 9.1.