

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



February 15, 2017

D.C. DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS

DESIGN-BUILD SERVICES

4300 – 4304 12th STREET PERMANENT SUPPORTIVE HOUSING FACILITY

Proposal Due Date: March 29, 2017

Pre-proposal Conference: February 22, 2016 at 3:30 PM. EDT
Department of General Services
1250 U Street, NW
4th Floor Capitol Hill Conference Room
Washington, DC 20009

Contact: Elouise Fripp
Contract Specialist
Division of Contracting & Procurement
Department of General Services
2000 14th Street, NW | 8th Floor
Washington, DC 20009
Desk: 202-727-2733

Proposal Delivery Location: Department of General Services
Attn: George G. Lewis
Interim Associate Director,
Contracts and Procurement
Contracts & Procurement Division
2000 14th Street, NW, 8th Floor
Washington, DC 20009
george.lewis@dc.gov

Solicitation Number: DCAM-17-CS-0055

Executive Summary

The District of Columbia Department of General Services (“**DGS**” or “**Department**”) is issuing this Request for Proposals (“**RFP**”) to engage a contractor to design and construct a permanent supportive housing facility (“**Permanent Supportive Housing Facility**”). The site is located at 4300 – 4304 12th Street, NE, Washington, DC. Currently, the site is occupied by an abandoned three story building having a footprint of approximately 7,250 square foot (approximately 23% S1 lot occupancy). The existing structures will be demolished by a separate contractor prior to the start of construction. The new facility will be a three-story building with approximately 30,000 square feet, and should include 26 units of a combination of two and three bedrooms per unit S2, as well as ground floor office space for the provision of supportive social services. The Department is open to traditional construction methods as well as prefabricated construction to be assembled on-site. The Department is in the process of confirming any zoning restrictions, but for purposes of this procurement, Offerors should assume they can construct the new facility within the current building envelope restrictions. A copy of the Department’s performance specifications is attached hereto as **Attachment A** (the “**Performance Specifications**”).

Through this solicitation, the Department seeks to engage a design-build contractor (“Design-Builder”) to design and construct, in accordance with the Performance Specifications, the Permanent Supportive Housing Facility. The facility must be ready for the 2018/2019 winter season and it must be Substantially Complete no later than October 31, 2018 (the “**Project**”). The Department desires the facility achieve a LEED Silver certification.

A.1 Project Budget

The Department’s budget for this Project is approximately \$9-10 million (the “**Project Budget**”). The Project Budget is intended to cover all costs other than the Excluded Costs defined in **Section B.9** of this RFP. For the avoidance of doubt, the Project Budget includes the Design-Builder’s fees and general conditions, insurance and bonding, the costs of design services, as well as all construction costs.

A.2 Project Schedule

The Department contemplates that construction will begin in November 2017 with demolition and hazardous material abatement already completed. The Construction should be Substantially Complete by October 21, 2018.

In general, the Department envisions the following:

Activity	2017							2018										
	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N
Notice of Award	■																	
Council Approval of Contract	■	■																
Concept Design Phase	■	■	■															
Schematic Design Phase			■	■														
Design Development Phase			■	■	■													
Permitting					■	■	■											
Construction Documents					■	■	■	■	■	■	■	■	■	■	■	■	■	■
Construction NTP						■	■	■	■	■	■	■	■	■	■	■	■	■
Turn Over																	■	■
Closeout																		■

Any shift in the interim design milestones dates must be approved by DGS and must provide for the durations for DGS design reviews reflected in the milestone schedule below.

#	Milestone	Duration in Weeks	Base Duration in Days	Milestone Date
1	Issue DB Solicitation			February 15, 2017
2	DB Bids Due	5.3	37.1	March 29, 2017
3	Notice of Award	6	42	June 2, 2017
4	Notice to Proceed	1	7	June 9, 2017
5	Execute Definitized Lump Sum Contract and Submit to Council for Approval	3	21	June 30, 2017
6	Council Approval of Contract	1.5	10.5	July 10, 2017
7	Concept Design Phase	3	21	June 30, 2017
8	DGS Program Confirmation/Design Review	1	7	July 7, 2017
9	Final concept design submission	1	7	July 14, 2017
10	Present Concept Design to community/ANC	0	0	July 14, 2017
11	Schematic Design Submission	4	28	August 11, 2017
12	DGS Program Confirmation/Design Review	1	7	August 18, 2017
13	Final schematic design submission	1	7	August 25, 2017
14	Design Development Submission	4	28	September 22, 2017
15	DGS Design Review	1	7	September 29, 2017
16	Final DD Submission	1	7	September 29, 2017
17	Submit for Permit	3	21	October 20, 2017
18	Construction Documents	6	42	November 10, 2017
19	Start of Construction	1	7	November 17, 2017
20	Construction Documents	8	56	November 17, 2017
21	Substantial Completion	50	347.9	October 31, 2018

A.3 Compensation

As more fully described in the Form of Contract, this will be a Firm Fixed Price type contract. Offerors will be required to submit with their proposal a Lump Sum Price for the design and construction of the Project. The Lump Sum Price should include sufficient funding to cover all of the costs necessary to complete the Project, including, but not limited to, profit, home and field office overhead, supervision, labor, materials, equipment, design services, bonds, insurance and

other services as may be required to obtain the necessary permits, and complete the work. Offerors will be required to submit with their proposal an Offer Letter in substantially the form of **Attachment B** on the Offeror's letterhead setting forth its Lump Sum Price.

Offerors should include with their proposal a preliminary design that includes all of the program elements required by the Performance Specifications. The preliminary design should include: (i) a site plan showing the proposed siting of the new building; (ii) floor plans showing the proposed arrangement of functions within the facility; (iii) a brief narrative description of the facility's proposed MEP systems; (iv) a description of the proposed finish levels and exterior cladding for the facility; and (v) a design to program analysis that demonstrates the proposed design includes all of the required elements. Finally, Offerors should include, as an attachment to their price proposal, a proposed schedule of values in substantially the form attached as **Attachment C**.

A.4 Incentive for On-time and On-Budget Completion

In the event the Project is both (i) Substantially Complete no later than the October 31, 2018, **(ii) on budget** the Lump Sum Price shall be increased by Five Percent (5%). In determining whether this goal has been met, the decision will be made irrespective of fault and regardless of whether the cause for failing to achieve this goal was within the Contractor's control.

A.5 Contract Documents

The Standard Contract Provisions and the Form of Contract are attached hereto as **Attachments H** and **M**, respectfully. Offerors should carefully review the Form of Contract and Standard Contract Provisions when submitting their proposal. To the extent there are any ambiguities or inconsistencies between this RFP, the Standard Contract Provisions and the Form of Contract, the Standard Contract Provisions and Form of Contract shall have precedence. Offerors are advised that they are required to submit their proposal premised upon agreeing to the terms of the Standard Contract Provisions and entering into the Form of Contract. **A proposal that identifies or describes changes or exceptions to the Standard Contract Provisions or the Form of Contract, may be deemed non-responsive.**

A.6 Selection Criteria

Proposals will be evaluated in accordance with **Section F** of this RFP. The following evaluation criteria will be used:

- Builder's and Designer's Relevant Experience & Capabilities (20 points)
- Builder's and Designer's Key Personnel (20 points)
- Preliminary Design (15 Points)
- Project Management Plan & Schedule (25 points)
- Price (20 points)
- CBE Preference (12) Points

A.7 Procurement Schedule

The schedule for this procurement is as follows:

- Issue RFP - February 14, 2017
- Pre-proposal Conference - February 22 at: 300PM
- Site Visit - **TBD**
- Last Day for Questions/Clarifications - February 27, 2017
- Proposals Due - March 29, 2017 at 2:00pm

A.8 Attachments

- Attachment A** - Performance Specifications
- Attachment B** - Form of Offer Letter
- Attachment C** - Schedule of Values
- Attachment D** - Bidder/Offeror's Certification Form
- Attachment E** - Tax Affidavit
- Attachment F** - Davis Bacon Wage Rates
- Attachment G** - Bid Bond Form
- Attachment H** - Standard Contract Provisions
- Attachment I** - SBE Subcontracting Form
- Attachment J** - First Source Agreement
- Attachment K** - 2016 Living Wage Rate
- Attachment L** - Past Performance Evaluation Form
- Attachment M** - Form of Contract
- Attachment N** - Notice to Proceed and Letter Contract
- Attachment O** - Bid Guarantee Certification

SECTION B SCOPE OF WORK

B.1 Design-Builder's Duties; General Intent.

The Design-Builder will be required to design, permit and construct the Permanent Supportive Housing Facility and achieve Substantial Completion of the Project no later than October 31, 2018. The Design-Builder will be required to provide a "turn-key" building ready for occupancy and shall be responsible for all items of cost except for those items set forth in **Section B.9** of this RFP. Without limiting the generality of the foregoing, the Design-Builder shall be required to provide all of the management, personnel, supervision, labor, materials and other services necessary to complete the Project.

B.2 Design & Preconstruction Phase

During the Design & Preconstruction Phase, the Design-Builder shall develop a design for the Project and obtain the necessary building permits and other approvals to construct the Project. The final design for the Project must be consistent with and a logical development of the preliminary design submitted by the Design-Builder and, unless otherwise approved by the Department in advance and as part of the resulting contract, meet the programmatic needs outlined in the Performance Specifications.

During the course of the Design & Preconstruction Phase, the Design-Builder shall meet regularly with the Department in order obtain input on aspects of the design. The Design-Builder shall make interim submissions of the design, as outlined below, in order for the Department to review.

B.2.1 Baseline Schedule.

Within fourteen (14) days after the Design & 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.

B.2.1.1 The Baseline Schedule shall be prepared in a CPM method and be developed in a sufficient level of detail so as to permit the affected parties (i.e. the Department, the Design-Builder, and the Design-Builder's design subconsultants) to properly plan the Project, and shall show: (i) key design milestones; (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 the durations for DGS review of the interim design submissions as reflected in the milestone schedule set forth in **Section A.2**.

B.2.1.2 The preliminary 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.

B.2.2 Concept Design

The Design-Builder shall prepare a concept design for the Project. .

B.2.2.1 Services. In developing a concept design for the Project, the Design-Builder shall complete the following tasks:

- .1 Conduct meetings with DGS representatives to confirm program requirements on a space-by-space basis.
- .2 Conduct life safety/building code analysis to verify compliance of design with most current version of the international building code in effect at the time the NTP is issued.
- .3 Conduct LEED Workshops with design team and DGS representatives to identify sustainable design strategies to be included in the design. It is understood that a minimum of LEED Silver certification is required.
- .4 Prepare and submit EISF.
- .5 Perform a Phase 1 Archeological Survey.
- .6 Request and receive hydrant flow test.
- .7 Confer with the Department's IT representatives/consultants to verify technological requirements for the Project.

B.2.2.2 Concept Design Submission. The Design-Builder shall prepare the concept design submission for review, comment and approval by the Department. Such concept design submission shall include the elements and information listed below.

- .1 Architectural Concept Development
 - i. Development of final master site plan
 - ii. Building plan including building rise plans
 - iii. Preliminary cost estimate
 - iv. Project schedule
- .2 Report on Phase 1 Archeological Survey
- .3 Updated property survey, including notations of utilities and all other easements
- .4 Traffic and parking survey and zoning analysis
- .5 Geotechnical Survey
- .6 Performance specifications update
- .7 Flow Test Results
- .8 EISF Submission
- .9 Summary of Required Agency Review & Timetables, which may include but are not limited to: Office of Planning ("OP"), Commission of Fine Arts ("CFA")

B.2.2.3 Review and Revisions to Concept Design Submission. The Design-Builder shall submit the concept design submission to DGS for review and approval by DGS. DGS shall have the right to reject the concept design for any reason; provided, however, the Contractor shall be entitled to an equitable adjustment to the Contract if the basis for DGS' rejection is something other than (i) the design is not consistent with the preliminary design; or (ii) the design fails to meet the requirements of the Performance Specifications. Offerors should include in their

pricing sufficient funding to deal with minor scope adjustments that may be requested by DGS in the design process and such minor adjustments shall not entitle the Design/Builder to a change to the Contract (i.e. they are included in the Lump Sum Price). For the avoidance of doubt, it is understood that the following shall not be considered minor adjustments (and thus would be a change to the Contract): (i) re-arrangement of adjacencies within the building; (ii) changes to the floor areas of a specific room or area of more than five percent (5%); (iii) a change in the building's MEP system; or (iv) changes in the finishes or exterior cladding that would increase the price (on an installed basis) of finishes by more than five percent (5%) (collectively, items (i) through (iv) shall be referred to as a "**Material Scope Deviation**").

B.2.2.4 Presentation of Concept Design. Following the Department's approval of the concept design, the Design-Builder (if requested by the Department) shall present the approved concept design to various Project stakeholders.

B.2.3 Schematic Design Phase

Following approval of the concept design, the Design-Builder shall advance the selected concept design option into a schematic design.

B.2.3.1 Services. In general, the Design-Builder shall be required to undertake the following tasks during this phase:

- .1 Further develop conceptual plans and incorporate design changes.
- .2 Conduct community meetings to solicit input and keep constituents informed.
- .3 Prepare necessary presentation materials (renderings and models) to communicate design and obtain approval of design direction.

B.2.3.2 Schematic Design Submission. The Design-Builder shall prepare the schematic design submission for review and comment by the Department. Such schematic design submission shall include the elements and information listed below.

- .1 Digital floor plans and site plan
- .2 Preliminary building elevations and sections
- .3 Plan-to-Program Comparison
- .4 Design Narrative
- .5 Updated schedule
- .6 Preliminary LEED Scorecard

B.2.3.3 Review and Revisions to Schematic Design Submission. The Design-Builder shall submit the schematic design submission to DGS for review and approval by DGS. DGS shall have the right to reject the concept design for any reason; provided, however, the Contractor shall be entitled to an equitable adjustment to the Contract if the basis for DGS' rejection is something other than (i) the design is not a logical development of the approved concept design; or (ii) the design fails to meet the requirements of the Performance Specifications. At the end of this Phase, the Design/Builder shall be required to incorporate at no additional cost to DGS minor adjustments that may be requested by DGS. It is understood that Material Scope

Deviations (as defined above) shall not be considered minor adjustments, and to the extent a Material Scope Deviation is requested, the Design/Builder shall be entitled to an equitable adjustment.

B.2.3.4 Entitlements. The Design-Builder prepare such materials and make such presentations as are necessary to obtain the required land use and entitlement approvals. To the extent that the Project cannot be built “as of right”, the Design-Builder shall be entitled to an equitable adjustment. If area variances (as opposed to use variances) are necessary to implement the preliminary design, these shall be considered part of the Design-Builder’s work and shall not entitle the Design-Builder to an equitable adjustment.

B.2.4 Design Development & Early Release Packages

Following the approval of the schematic design, the Design-Builder shall progress the schematic design into a set of design development documents. The design development documents shall represent the logical development of the approved schematic design.

The Design-Builder shall undertake the following as the design development documents are being advanced.

- .1 Select and draft specifications for materials, systems, and equipment.
- .2 Develop detailed and dimensioned plans, wall sections, building section, and schedules.
- .3 Complete code compliance analysis and drawing.
- .4 Confirm space-by-space equipment layouts with representatives from DGS.
- .5 Coordinate furniture, fixtures, and equipment requirements (“FF&E”).
- .6 Conduct follow up meetings with review agencies as required.
- .7 Present the design to CFA, Office of Planning, and other regulatory agencies as required.
- .8 Register the project with USGBC to obtain LEED certification and pay all registration fees.

B.2.5 Permits & Construction Document.

B.2.5.1 Permit. The Design-Builder shall prepare a set of permit documents and shall submit them to the necessary permitting authorities for review and approval. Concurrent with submission of such set to the Code Official, the Design-Builder shall provide DGS with a copy of the permit set for its review and approval. The Design-Builder shall develop a list of the required permits, shall track the progress of all such permits through the review process, and shall keep DGS and its Program Manager aware of the status and any significant delays in the permit process. The Design-Builder shall engage such permit expeditors as the Design-Builder deems necessary or appropriate in light of the project’s schedule.

B.2.5.2 Design Completion. Subsequent to obtaining the necessary building permits, the Design-Builder shall prepare a set of “issued for construction documents” (the “**IFC Set(s)**”). The Design-Builder shall provide DGS and its Program Manager a copy of all such IFC Sets. In

these submittals, 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.

B.2.6 Compensation. The Contractor shall be paid its compensation in a series of progress payments and a final payment. Progress payments shall be based on a Schedule of Values that is agreed upon by the Parties as well as the Program Manager's good faith estimate of the level of completion for each component of the Schedule of Values. Contractor shall prepare the Schedule of Values which breaks down the Lump Sum Price for the various parts of the Work. The Schedule of Values shall be maintained in such a manner to provide a breakdown of the Lump Sum Price in enough detail to facilitate continued evaluation of applications for payment and progress reports. Large subcontracts shall be broken into several line items where, in the opinion of the Program Manager, such detail is necessary to properly track the progress of the Work. The proposed schedule of values shall also include separate line items for each part of the Work if so required by the Program Manager. The Contractor and the Program Manager shall meet as necessary to maintain the schedule of values for the Project in a manner acceptable to the Program Manager. No progress payments shall be made unless the then current Schedule of Values is acceptable to the Program Manager.

B.3 Construction Phase Services.

B.3.1 Construction Phase Design Services.

B.3.1.1 Design Changes. If it should become necessary to amend any of the approved construction drawings, the Design-Builder shall cause the Architect to prepare an amendment to the drawings and shall submit such amendment to the Department for its review and approval. In this submittal, the Architect 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 or deny a document within ten (10) business days after issuance, such document shall be deemed approved, provided however that the Department has not advised that such document is still under review.

B.3.2 Construction Activities

Based on the approved plans and specifications, the Design-Builder shall renovate the building and construction such additional work that may be called for by the approved plans and specifications. The work shall be accomplished in accordance with the following:

B.3.2.1 Substantial Completion Date. The work associated with the Project shall be Substantially Complete no later than October 31, 2018. For purposes of this requirement, the term "Substantially Complete" shall mean that all of the following have occurred: (1) the construction and installation work have been completed with only minor punch list items remaining to be completed; (2) a temporary certificate of occupancy and all other required permits or approvals have been obtained; (3) draft copies of all operating and maintenance

manuals, training videotapes and warranties required by the contract have been delivered to the Department; (4) any supplemental training session required by the contract for operating or maintenance personnel have been scheduled; (5) all clean-up required by the contract has been completed; (6) the Project is ready for the Department to use it for its intended purpose; and (7) all equipment, supplies, materials and items to be installed have been installed in accordance with the manufacturer's specifications and industry standards and have undergone and passed the requisite testing and inspections. "Minor punch list items" are defined for this purpose as items that, in the aggregate, can be completed within thirty (30) days without interfering with the Department's normal use of the Project.

B.3.2.2 Drawings & Specifications. All of the work shall be constructed in strict accordance with the final construction documents issued for and approved by (or deemed approved by) the Department.

B.3.2.3 Compliance with Other Requirements. In implementing the work, the Design-Builder and its subcontractors shall comply with all of the applicable provisions of the Standard Contract Provisions as well as the requirements set forth in Section B.3.3 (Site Safety), Section B.3.5 (Work hours; Coordination with DGS and the Community), and Section B.3.6 (Quality Control Plan) of this RFP.

B.3.2.4 Site Office. Throughout the work, the Design-Builder shall provide and maintain a fully-equipped construction office on the Project site.

B.3.2.5 Supervision. Throughout the work, the construction office shall be manned 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.

B.3.2.6 Weekly Progress Meetings. Throughout the work, the Design-Builder shall conduct weekly progress meetings following a contractor generated agenda with the Department's program manager and key trade subcontractors. The Design-Builder shall draft and circulate meeting minutes on a weekly basis.

B.3.2.7 Move-in Assistance. The Design-Builder shall assist DGS in relocating FF&E and other items as necessary into the new building. The Lump Sum Price shall include an amount sufficient to complete the scope of work for these activities.

B.3.2.8 Delay Liquidated Damages. In addition to the liquidated damages provided for in Section B.6.2 relating to Key Personnel, if the Project is not Substantially Complete by October 31, 2018, the Design-Builder shall be subject to liquidated damages in an amount of Two Thousand Five Hundred Dollars (\$2,500) per day. These damages shall not apply if the delay is the result of Force Majeure and the Design-Builder otherwise complies with the provisions set forth in the Standard Contract Provisions.

B.3.2.9 Hazardous Materials. The Department does not believe the site contains significant amounts of hazardous materials or petroleum contaminated soil; however, should such materials be encountered, the Design-Builder's scope of work will be amended to include the abatement and removal of hazardous materials found on the site. The cost of such remediation is **not** included within the Lump Sum Price, and the Design-Builder shall be entitled to a change order increasing the Lump Sum Price by the additional costs incurred in connection with such abatement and removal. In performing such work, the Design-Builder shall comply with all laws, including, without limitation, the requirements of the EPA and all jurisdictional agencies as well as 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 paragraph shall include signing (as the agent for the Department) any manifests required for the disposal of hazardous materials.

B.3.3 Site Safety

B.3.3.1 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.

B.3.3.2 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"). The Design-Builder shall develop a plan that describes the proposed separation and the specific nature of the safety measures to be taken including fences and barriers that will be used as well as the site security details. This plan will be submitted to the Department for their review and approval prior to the commencement of construction. Once such plan has been approved, the Design-Builder shall comply with it at all times during construction. The Design-Builder shall be required to revise the plan as may be requested by the Department. The cost of revising and comply with the plan shall not entitle the Design-Builder to an increase in the Lump Sum Price.

B.3.3.3 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 the rest of the community. 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.

B.3.3.4 Site Security. The Design-Builder shall be responsible for site security and shall be required to provide such watchman as are necessary to protect the site from unwanted intrusion.

B.3.4 Exculpation. The right of the Department 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.

B.3.5 Work-hours; Coordination with DGS and Community

B.3.5.1 Work-hours. 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 Noise Ordinance.

B.3.5.2 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.

B.3.5.3 Wheel Washing Stations. The Design-Builder shall provide wheel washing stations on site so as to prevent the accumulation of dirt and other refuse on the streets surrounding the Project site.

B.3.5.4 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.

B.3.6 Quality Control Plan

B.3.6.1 General Obligation. The Design-Builder shall be responsible for all activities necessary to manage, control, and document work to ensure compliance with 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.

B.3.6.2 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.

B.3.6.3 Implementation. During the construction phase, the Design-Builder shall perform regular quality control inspections and create reports based on such inspections. 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.

B.4 Project Close-out

B.4.1 Punchlist. Promptly after each Phase reaches Substantial Completion, the Design-Builder shall cause the Architect to 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. The Design-Builder shall correct all punchlist items no later than ninety (90) days after substantial completion is achieved.

B.4.2 Training. The Design-Builder shall provide training to DGS staff on all of the building systems. 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 October 31 2018.

B.4.3 Warranties & Manuals. Subsequent to Substantial Completion and no later than November 30, 2018, 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 renovated building; (v) environmental, health and safety documents for the renovated building; and (vi) all applicable inspection certificates/permits (boiler, elevator, emergency evacuation plans, health inspection, etc.) for the renovated building. No later than December 15, 2018, the Design-Builder shall prepare and submit: (x) a complete set of its Project files; and (y) a set of record drawings.

B.4.4 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.

B.4.5 Support for Initial Heating & Cooling Season. The Design-Builder and its mechanical subcontractor shall provide support to the Department during system start-up and in initial operation for the first heating and cooling season after Substantial Completion is achieved.

B.5 Administrative Matters

The Design-Builder shall be required to submit the reports as described in this **Section B.3.**

B.5.1 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.

B.5.2 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 B.2.1** of this RFP. The update shall reflect the actual progress of the Project, identify developing or potential delays, regardless of their cause, and reflect the 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.

B.5.3 Use of Prolog. The Design-Builder shall utilize Prolog for the submission of: (i) requests for information; (ii) submittals; (iii) meeting minutes; (iv) invoices/applications for payment (full package including all forms required by DGS); (v) certified payrolls (in addition to upload via LCP Tracker); (vi) drawings and specifications; (vii) punchlist; and (viii) other documents as may be designated by the Department.

B.6 Key Personnel; Diversion

B.6.1 Identification of Key Personnel. The following individuals shall be considered key personnel: (i) the Project Executive; (ii) the Project Manager; (iii) the Project Architect; and (iv) the Site Superintendent. 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.

B.6.2 Liquidated Damages. If the Design-Builder removes or reassigns one of the key personnel (excluding, however, instances where such personnel become unavailable due to death, disability, or separation from the employment of the Design-Builder or any affiliate of the Design-Builder) without the prior written consent of the Department's Designated Representative, the Design-Builder shall pay to the Owner the sum of Twenty Five Thousand Dollars (\$25,000) as liquidated damages. These liquidated damage amount shall not bar recovery of any other damages, costs or expenses other than the Department's internal administrative costs. In addition, the Department shall have the right, to be exercised in its sole discretion, to remove, replace or to reduce the scope of services of the Design-Builder in the event that a member of the key personnel has been removed or replaced by the Design-Builder without the consent of the Department.

B.7 Deliverable List

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

B.7.1 Design and Preconstruction Phase Deliverables.

- .1 Baseline Schedule (B.2.1).
- .2 Concept Design Submission (B.2.2.2).
- .3 Schematic Design Submission (B.2.3.2).
- .4 Design Development Submission (B.2.4).
- .5 Permit Set (B.2.5).
- .6 Construction Document Packages (B.2.5.2).

B.7.2 Construction Phase Deliverables.

- .1 Minutes of Progress Meetings (B.3.2.6).
- .2 Safety Plan (B.3.3.2).
- .3 Outreach Plan (B.3.5.4).
- .4 Quality Control Plan (B.3.6.2).
- .5 Warranties and Manuals (B.4.3).
- .6 Monthly Report (B.5.1).
- .7 Bi-Weekly Schedule Updates (B.5.2).
- .8 Invoices and Acceptable Application for Payment with Release of Liens and Claims.
- .9 Insurance Certificates.
- .10 Performance and Payment Bonds and Agreement of Indemnity.
- .11 Certificate of Substantial Completion executed by the Project Architect and submitted to the Department for review, concurrence and approval.
- .12 Documents that may be required by the Contracting Officer from time to time.

B.7.3 Close-Out Deliverables

- .1 A complete set of its Project files.
- .2 A complete set of product manuals (O&M), training videos, warranties, etc.
- .3 As built record drawings.
- .4 Attic stock and schedule.
- .5 Equipment schedule.
- .6 Proposed schedule of maintenance.
- .7 Environmental, health & safety documents.
- .8 All applicable inspection certificates/permits (boiler, elevator, emergency evacuation plans, health inspection, etc.).

B.8 Conformance with Laws

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

B.9 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 A.1** has been developed based on such framework. The Design-Builder shall advance the Project in a manner consistent with the Project Budget and the understanding that only the following cost elements are excluded from the budget set forth in **Section A.1** of the RFP:

B.9.1 3rd Party Material Testing

B.9.2 Commissioning

B.9.3 3rd Party Inspections

B.9.4 Loose Furnishings

B.9.5 3rd Party Plan Review

SECTION C ECONOMIC INCLUSION

C.1.1 Preference for Small, Local, and Disadvantaged Business Enterprises

General: Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Offerors that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, being a local business enterprise with its principal office located in an enterprise zone, being a veteran-owned business enterprise, or being a local manufacturing business enterprise. In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror's proposal:

- Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business.
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise.

Offerors may qualify for more than one of these categories, so that the maximum number of points available under this section is twelve (12) points.

C.1.2 Preferences for Certified Joint Ventures

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a (h).

C.1.2.1 A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.

C.1.2.2 Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

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

C.1.2.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

C.2 Subcontracting Plan

An Offeror responding to this solicitation which is required to subcontract shall be required to submit with its offer, any subcontracting plan required by law. Offeror's responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with **Attachment I**.

C.2.1 Subcontracting Plan Requirements

Mandatory Subcontracting Requirements

1. Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, 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).
2. If there are insufficient SBEs to completely fulfill the requirement of paragraph 1, 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.
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 paragraphs 1 and 2 above.
4. Except as provided in paragraphs 5 and 7 below, a prime Contractor that is a CBE and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the 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 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
5. A prime Contractor that is a certified joint venture and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-

aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime Contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

6. Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
7. A prime Contractor that is a CBE and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

C.2.2 Subcontracting Plan

If the prime Contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section (a) of this clause. The plan shall be submitted as part of the offer 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.

Each subcontracting plan shall include the following:

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

C.2.3 Copies of Subcontracts

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

C.2.4 Subcontracting Plan Compliance Reporting.

- (1) The Contractor has a subcontracting plan required by law for this contract; the Contractor shall submit a quarterly report to the CO, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:
 - a. The price that the prime Contractor will pay each subcontractor under the subcontract

- b. A description of the goods procured or the services subcontracted for
 - c. The amount paid by the prime Contractor under the subcontract;
 - d. A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.
- (2) 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.

C.2.5 Annual Meetings

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

C.2.6 Notices

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

C.2.7 Enforcement and Penalties for Breach of Subcontracting Plan

1. A Contractor shall be deemed to have breached a subcontracting plan required by law, if the Contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.
2. Contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
3. If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **Clause 8** of the Standard Contract Provisions, Default.

C.2.8 CBE as Prime Contractor

A prime Contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of **Section C.2**.

C.3 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 contract, 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 contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10th of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade Contractors and subcontractors with contracts in the amount of \$500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

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

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

C.4 Apprenticeship Act

The D.C. Apprenticeship Act of D.C. Law 2-156, ("Act") as amended shall 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 D.C. Apprenticeship Council Rules and Regulations shall be implemented. The Contractor shall be liable for any subcontractor non-compliance.

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Evaluation Process

The Department shall evaluate submissions and any best and final offers in accordance with the provisions of this **Section E** and the Department's Procurement Regulations.

D.2 Evaluation Committee

Each submission shall be evaluated in accordance with this **Section D** 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 Offeror(s) whose submissions are determined by the source selection official to be the most advantageous to the Department in accordance with 27 DCMR §§ 1613.5 and 1630.5 and not necessarily the Offeror(s) with the highest score as evaluated per the factors in Section E.4 of this RFP.

D.3 Oral Presentation

The Department does not intend to interview Offerors; however, it reserves the right to interview Offerors in the competitive range if necessary. If the Department conducts such interviews, each Offeror within the competitive range shall make an oral presentation to the Department's Evaluation Committee, and participate in a question and answer session. The purpose of the oral presentation and the question and answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The submission will be re-scored at the conclusion of the oral presentation.

D.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.

D.3.2 Schedule

The order of presentation 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.

D.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.

D.3.4 Topics

The Offeror may present information about its capabilities and special qualifications to serve as a contractor for this Project, including the qualifications of key personnel.

D.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 Offerors status as certified business enterprises as outlined in **Section C.1** 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, as well as the direct experience with the Offeror of the members of the evaluation panel and others involved in the evaluation process. The Contract will be awarded to the Offeror found to be the most advantageous to the Department in accordance with 27 DCMR §§ 1613.5 and 1630.5 and not necessarily the Offeror(s) with the highest evaluated score.

D.4.1 Builder's and Designer's Relevant Experience & Capabilities (20 points)

The Department desires to engage a Design-Builder with the experience necessary to realize the objectives set forth in the RFP. This component of each Offeror will be evaluated based on their demonstrated experience:

- (i) in construction and/or modernization of multi-unit housing facilities;
- (ii) in constructing projects in an urban setting;
- (iii) with the design-build delivery method;
- (iv) in completing projects on-time;
- (v) in completing projects on-budget;
- (vi) knowledge of, and access to, the local subcontracting market; and
- (vii) 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 twenty five (25) points.

D.4.2 Builder's and Designer's Key Personnel (20 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. They should have a demonstrated ability to deliver fast-track projects on-time and on-budget. Proposals should identify, at a minimum, (i) the Project Executive; (ii) the Field Superintendent; (iv) the Project Manager and (vi) the Project Architect. The availability and experience of the key individuals assigned to this project will be evaluated as part of this element.

Please provide a table that identifies the specific staff that will be assigned to this project. The table should include: (i) the individual's name (if known); (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this project); and (iv) the time periods during which the individual will be assigned to the project. This table should include all personnel that will be assigned to the project. This element of the evaluation will be worth up to twenty (20) points.

D.4.3 Preliminary Design (15 Points)

Offerors shall include with their proposals a preliminary design that complies with **Section A.3**. The preliminary design will be used to determine whether the preliminary design is responsive (i.e. whether the design delivers all of the required programmatic elements described in the Performance Specification). The responsiveness determination will be made on a pass/fail basis. In addition, the technical evaluation panel (“TEP”) will undertake a normative assessment of how well the preliminary design addresses the following: (i) functionality and operation of the building; (ii) adjacencies of key program spaces; (iii) how well the proposed building responds to the surrounding environment; (iv) operating cost efficiencies; and (v) building aesthetics. This element of the evaluation will be worth up to fifteen (15) points.

D.4.4 Price (20 points)

Offerors will be required to bid a Lump Sum Price. This element of the evaluation will be worth up to thirty (20) points.

D.4.5 Management Plan & Schedule (25 points)

Offerors are required to submit with their proposal a Management Plan. The Management Plan should clearly explain how the Design-Builder intends to manage and implement the Project. It should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the plan should explain: (i) how the Design-Builder will manage the design process; (ii) the Design-Builder's plan to deliver coordinated and constructible documents in a phased, fast track environment; and (iii) how the Design-Builder proposes to staff and handle construction administration.

The Management Plan should also: (i) identify the key personnel and their specific roles in managing the Project; (ii) identify the key milestone dates and provide a description of how these dates will be achieved; (iii) provide a preliminary schedule for the work; (iv) describe the cost control management structures that will be used to ensure the Project is delivered on-budget; and (v) describe the key challenges inherent in this Project and explain how they will be overcome or mitigated.

The Management Plan will be worth up to ten (25) points.

SECTION E PROPOSAL ORGANIZATION AND SUBMISSION

This section 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.

E.1 Submission Identification

Submissions shall be proffered in a complete original proposal (pricing and technical submission); one (1) copy of the pricing proposal; and five (5) copies of the technical portion of the proposal as outlined below. An electronic copy of the complete original proposal on USB flash drive. The Offeror's original submission shall be placed in a sealed envelope conspicuously marked: **"DCAM-17-CS-0055 - Proposal for Design-Build Services for 4300 – 4304 12th Street Permanent Supportive Housing Facility"**

E.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

DC Department of General Services
Contracts & Procurement Division
Frank D. Reeves Center
2000 14th Street, NW, 8th Floor
Washington, DC 20009
Attn: Elouise Fripp

E.3 Date and Time for Receiving Submissions

Submissions shall be received no later than 2:00 p.m. on **Tuesday, March 29, 2017**. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

E.4 Submission Size, Organization and Offeror Qualifications

All submissions shall be submitted on 8-1/2" x 11" bond paper and typewritten. The CPM schedule may be on 11"x17" bond paper, but shall be folded to a size of 8-1/2"x11". Telephonic, telegraphic, and facsimile submissions shall not be accepted. The Department is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The submission shall be organized as follows:

E.4.1 Technical Proposal

The technical proposal shall be organized as follows:

E.4.1.1 Executive Summary

Each Offer should provide a summary of no more than three pages of the information contained in the following sections.

E.4.1.2 General Team Information and Firm(s) Data

Each Offeror should provide the following information for the Design-Builder and each of its subconsultants.

- A. Name(s), address(es), and role(s) of each firm (including all sub-consultants)
- B. Firm profile(s), including:
 - i. Age
 - ii. Firm history(ies)
 - iii. Firm size(s)
 - iv. Areas of specialty/concentration
 - v. Current firm workload(s) projected over the next year
 - vi. Provide a list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.
- C. Description of the team organization and personal qualifications of key staff, including:
 - i. Identification of the single point of contact for the Offeror.
 - ii. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the Offeror.
 - iii. A list or chart of all personnel proposed for the Project. Such list or chart should include the following information for each individual:
 - 1. The individual's name
 - 2. The individual's role
 - 3. Whether the individual's involvement in the Project is funded from the General Conditions Budget or the Design-Build Fee
 - 4. The percentage of time that will be devoted by the individual to the Project. This should be identified for each phase of the Project.

5. The individual's resume. Resumes should indicate the individual's experience on the eight (8) relevant projects and identify the role of the individual in each past project noted on the resume. The resume should also clearly identify how long the individual has worked in the construction industry and should indicate the number of years of experience in his or her current role as well as prior roles.
 6. The individual's current workload over the next two years
- iv. A chart showing the experience that the key team members have working together.

E.4.1.3 Relevant Experience and References

- 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:
- (i) The name and location of the project.
 - (ii) The square footage of the project
 - (iii) A short narrative of the scope of the contractor's work on the project.
 - (iv) The delivery method implemented on the project.
 - (v) The start and end dates for construction.
 - (vi) 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.).
 - (vii) The initial substantial completion date and initial contract value, also noting the contract type (i.e., GMP, NTE or Lump Sum).
 - (viii) The level of completion of design documents that the initial contract value was based on.
 - (ix) 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 **Elouise.Fripp@dc.gov** by the due date for proposals.
- 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.

E.4.1.4 Project Management Plan

The Project Management Plan should contain the information requested in **Section D.4.5** of the RFP.

E.4.1.5 SBE Subcontracting Plan

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

E.4.1.6 First Source Employment Agreement

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

E.4.1.7 Preliminary Project Schedule

Each Offeror should prepare a preliminary project schedule (the “Baseline Schedule”) that shows how the Offeror intends to complete the Project in a timely manner. The Baseline Schedule shall be subject to review and approval by the Department 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 CPM method and be developed in a sufficient level of detail so as to permit the affected parties (i.e. the Department and the Design-Builder) to properly plan the Project, and shall show: (i) key design milestones; (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.

E.4.1.8 Preliminary Design

The Preliminary Design should contain the information requested in **Section D.4.3** of the RFP.

E.4.2 Price Proposal

The Price proposal shall be organized as follows:

E.4.2.1 Bid Form

Each Offeror shall submit a bid form substantially in the form of **Attachment B** and proposed schedule of values in the form of **Attachment C**. Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the proposal non-responsive.

E.4.2.2 Bidder-Offeror Certification Form

Each Offeror shall complete and submit with its Price Proposal the Bidder-Offeror Certification Form attached hereto as **Attachment D**. An Offeror who submits an incomplete or improperly or inaccurately completed Bidder-Offeror Certification Form may be deemed non-responsive.

E.4.2.3 Tax Affidavit

Each Offeror must submit a tax affidavit substantially in the form of **Attachment E**. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government.

E.4.2.4 Bid Bond

Each Offeror shall submit with their Price Proposal a bid bond in the amount specified and further explained in **Section H.1** below, in the form of **Attachment G**.

SECTION F
BIDDING PROCEDURES & PROTESTS

F.1 Contact Person

For information regarding this RFP please contact:

Elouise Fripp
Contract Specialist
Department of General Services
1250 U Street NW, 4th floor
Washington, DC 20009
(202) 727-2733
elouise.fripp@dc.gov

Any written questions or inquiries should be sent to **Elouise Fripp** at the address above.

F.2 Preproposal Conference

A preproposal conference will be held on Wednesday, February 22, 2017 at [3:00 PM. The meeting will be held at the Department of General Services, 1250 U Street N.W., 4th floor, Washington, D.C. 20009. Interested Offerors are strongly encouraged to attend.

F.3 Explanations to Prospective Offerors

Each Offeror should carefully examine this Request for Proposals and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. 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 solicitation 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 submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding.

IMPORTANT NOTICE: Contracts & Procurement will notify Offerors of any changes, additions and or deletions to the specifications and or responses to questions by addenda posted on the Department of General Services, Contracts & Procurement website. It is the potential Offeror's responsibility to frequently visit DGS' Contracts and Procurement website at <http://dgs.dc.gov/page/dgs-solicitations> to obtain addenda(s) once they have received a copy or downloaded a copy of the solicitation.

Questions should be directed to Elouise Fripp at the email address listed in *Section F.1 no later than Monday, February 27, 2017*. The person making the request shall be responsible for prompt delivery.

F.4 Protests

Protests shall be governed by D.C. Code § 2-360.08 and Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering submissions. In all other cases, a protester shall file the protest within ten (10) days after the protester knows or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This section is intended to summarize the bid protest procedures and is for the convenience of the Offerors only. To the extent any provision of this section is inconsistent with the Procurement Regulations, the more stringent provisions shall prevail.

F.5 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 contract shall be awarded based on the proposal that is the most advantageous to the Department, or in the event of more than one award, the proposals that are the most advantageous to the Department. The RFP sets forth the evaluation factors and indicates the relative importance of each factor. The RFP contains a statement of work or other description of the Department's specific needs, which shall be used as a basis for the evaluation of the proposals. Price will be evaluated; however, while price or total cost to the Department may be an important or even deciding factor in most source selections, the Department may select the source whose proposal is more advantageous in terms of technical merit and other factors in accordance with Title 27 DCMR § 1613.5. As such, the contract 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.

F.6 Retention of Submissions

All submissions shall be retained by the Department and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the submissions shall become

the property of the Department and the Department shall the right to distribute or use such information as it determines.

F.7 Examination of Submissions

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

F.8 Late Submissions: Modifications

- A. Any submission or best and final offer received at the office designated in this RFP after the exact time specified for receipt shall not be considered.
- B. Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in Section E.8.A stated above.
- C. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the submission wrapper or other documentary evidence of receipt maintained by the installation.
- D. Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- E. Submissions shall be irrevocable and remain in full force and effect for a period not less than one hundred twenty (120) days after receipt of submissions.

F.9 No Compensation for Preparation of Submissions

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

F.10 Rejection of Submissions

The Department reserves the right, in its sole discretion:

- A. To cancel this solicitation or reject all submissions.
- B. To reject submissions that fail to prove the Offeror's responsibility.

- C. To reject submissions that contain conditions and/or contingencies that in the Department's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- D. To waive minor irregularities in any submission 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 submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.
- G. To reject submissions that indicate a lack of understanding of any aspect of the project.
- H. To reject submissions that are too costly, financially or otherwise, to the Department relative to other submissions and the project budget.
- I. To reject submissions where the Offeror has altered any pricing element or line item by Thirty Percent (30%) from the initial offer or median price for that pricing element or line item in response to a Request for a Best and Final Offer ("BAFO").
- J. To reject submissions that are deemed non-responsive.

F.11 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 contract. 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.

F.12 Non-Responsive Proposals

- A. **Pricing.** In general, the Department will consider a proposal non-responsive if any pricing element of the Offeror's price is Thirty Percent (30%) higher than the median price submitted by other Offerors. If there are no more than two (2) Offerors, the independent government estimate shall be used to establish a median price. The Department reserves the right to deem a proposal non-responsive if any pricing element of the Offeror's price is Thirty Percent (30%) higher than the median price.
- B. **Certification.** The Department may consider a proposal non-responsive if the Offeror fails to properly complete or provides inaccurate information on the Bidder/Offeror Certification Form.
- C. **Exceptions.** The Department may consider a proposal non-responsive if the Offeror identifies any changes or exceptions to the Standard Contract Provisions, the Agreement for Design-Build Services, and Letter Contract.

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

SECTION G INSURANCE REQUIREMENTS

G.1 Required Insurance

The Design-Builder will be required to maintain the following types of insurance throughout the life of the contract.

G.1.1 Commercial general public liability insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than Five Million Dollars (\$5,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Five Million Dollars (\$5,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage. The Design-Builder will be required to maintain this coverage in force for a period of at least three (3) years after substantial completion.

G.1.2 Workers’ compensation and Employers Liability coverage providing statutory benefits for all persons employed by the Design-Builder, or its contractors and subcontractors at or in connection with the Work.

G.1.3 Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

G.1.4 Excess umbrella liability coverage (on at least a follow form basis) and when combined with the general liability policy has an aggregate limit of at least Ten Million Dollars (\$10,000,000).

G.1.5 Builder’s risk insurance written on an “all risk” basis and covering the value of the improvements being constructed. This coverage does not need to be maintained until such time as construction operations begin.

G.1.6 With respect to the design team, errors and omissions coverage written on a claims made basis and having an aggregate policy limit of at least Five Million Dollars (\$5,000,000).

G.1.7 Contractor’s Pollution Legal Liability coverage in the amount of at least Two Million Dollars (\$2,000,000) for each occurrence. Such coverage shall be maintained for the duration of the Project and a period of three (3) years after Substantial Completion of the Project.

G.2 Additional Insureds

Each insurance policy shall be issued in the name of the contractor and shall name as additional insured parties the Department and the District of Columbia, and shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

G.3 Waiver of Subrogation

All such insurance policies shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

G.4 Strength of Insurer

All insurance policies shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best's rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed/approved to do business in the District of Columbia.

SECTION H BONDS

H.1 Bid Bond

Offerors are required to submit with their proposal a bid bond in the amount of 5% of their lump sum price, in the form included as **Attachment G**. 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 a contract fails to post a payment and performance bond for the full value of the contract, 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 O** and return, notarized, with the Offeror's bid.

H.2 Trade Subcontractor Bonds

The Form of Contract 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.

H.3 Contractor's Payment and Performance Bond

In addition to the trade subcontractor bonds required by Section H.2, the Design-Builder will be required to post a payment and performance bond having a penal value equal to the Lump Sum Price at the time the Contract is executed.