

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



**REQUEST FOR PROPOSALS**

**DCAM-17-CS-0002**

**CONSTRUCTION MANAGEMENT AT-RISK SERVICES  
FOR  
SHORT TERM FAMILY HOUSING (SFTH) WARDS 7 AND 8**

**October 3, 2016**

**Proposal Due Date:** October 25, 2016 by 2:00 p.m. EDT

**Preproposal Conference:** October 6, 2016 at 10:00 a.m. EDT  
Department of General Services  
1250 U Street, NW  
4th Floor Adams Morgan Conference Room  
Washington, DC 20009

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**Proposal Delivery Location:** Department of General Services  
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## Executive Summary

The Department of General Services (“Department” or “DGS”) is issuing this Request for Proposals to engage a construction manager to engage one or more contractors to serve as the construction managers (each, a “Construction Manager”) for two short term family housing facilities (the “Project”). A description for each facility is listed below:

- Ward 7 Thirty Five (35) Unit Facility: The Department has engaged Cunningham Quill Architects (“Cunningham Quill”) to develop a design for a new short term family housing facility, which will be approximately 34,700 square feet and accommodate thirty five family units, located at 5004 D Street SE, Washington, DC. The Project shall attain a minimum of LEED for Homes Gold certification.
- Ward 8 Fifty (50) Unit Facility: The Department has engaged Sorg & Associates P.C. (“Sorg”) to develop a design for a new short term family housing facility, which will be approximately 38,000 square feet and accommodate fifty family units located at 4200 6<sup>th</sup> Street SE, Washington DC. The Project shall attain a minimum of LEED for Homes Gold certification.

In both facilities, each unit will contain a sleeping area for a family, of approximately 300 – 450 Square feet with 3 to 5 beds and storage compartments for their clothing. The facility should include family style bathroom accommodations along with purposefully located private bathrooms with tubs or showers. A central dining area with a storage/warming kitchen scaled to serve a population of 160+/- in shifts is a core component of the program. There will be community spaces for the families including computer/homework areas. The Case Management program space includes office area for 5-8 staff and a conference room area. Each facility will contain an elevator and the Ward 8 facility will have limited parking for staff. **Attachment A** includes preliminary drawings for each location. The Project must be substantially complete no later than July 20, 2018.

### **A.1. Project Delivery Method**

The Department intends to implement the Project through a construction management at risk approach. In general, it is contemplated that the Construction Manager’s scope of work will be divided into two phases: (i) the Preconstruction Phase; and (ii) the Construction Phase.

During the Preconstruction Phase, the selected Construction Manager will be required to work with the Architect to advance the design in a collaborative manner consistent with the Department’s schedule, budget, programmatic and other requirements for the Project. The Construction Manager will be required to actively participate in the design process by providing cost estimating, scheduling and perform constructability reviews as the design progresses, and identifying long-lead purchase items. The Department envisions that the Architect will be preparing the design development documents for the Project at the time the Construction Manager is engaged. The Construction Manager will be required to work with the Architect in the completion of the design development documents and the construction documents.

It is anticipated that the GMP for the Project will be based on a permit set of construction documents (the “Bid Set”). The Department expects that the Bid Set will include comments and revisions made by regulatory authorities, and will be completed by the end of [11/11/16]. The Bid Set will then serve as the basis for the Construction Manager’s Guaranteed Maximum Price (“GMP”) for the Project. The Construction Manager will be required to obtain quotes from trade subcontractors to serve as the basis for the GMP. The process by which the GMP will be formed is more fully described in the Form of Contract Attachment (N). It is contemplated that the GMP will be finalized by [12/16/16]. Assuming a GMP is agreed upon; the Construction Phase will commence execution of a contract memorializing the GMP and scope. Concurrent with the execution of the GMP Contract, the Department will assign to the Construction Manager its agreement with the Architect.

During the Construction Phase, the Construction Manager will be required to complete the design and to implement the approved drawings, providing all labor, materials, supervision and other services as may be necessary to accomplish these tasks; managing the construction process and coordinating the efforts of the Architect and builder through the process.

## **A.2 Form of Contract**

. Offerors should carefully review the Form of Contract when submitting their proposal. To the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their proposal premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of Contract must be clearly identified and described in their proposal. **A proposal that fails to specifically identify and describe the requested changes shall be deemed non-responsive.**

## **A.3 Construction Manager Fees**

As will be more fully described in the Form of Contract, this will be a cost plus a fixed fee with Guaranteed Maximum Price type contract. Offerors will be required to submit with their proposal the following: (i) a Preconstruction Fee; (ii) a Construction Management Fee; and (iii) a General Conditions Budget. Offerors will be required to submit with their proposal an Offer Letter in substantially the form of **Attachment B** on the Offeror’s letterhead that provides each of these pricing components.

Preconstruction Fee – The Preconstruction Fee shall be a fixed fee and should cover all the Offerors costs associated with Preconstruction Phase, including, but not limited to design reviews, trade bidding and the development of a GMP for the Project. The costs of early release work should not be included in the Preconstruction Fee.

General Conditions Budget – The Cost of General Conditions, as defined in the Form of Contract, will be reimbursable at the Offeror’s cost, without mark of any kind, as a Cost of the Work subject to a cap equal to the General Conditions Budget bid by the Offeror. The General Conditions Budget is a line item guarantee for the Cost of General Conditions.

Construction Management Fee – The Construction Management Fee shall be a fixed fee and should cover all of the Offeror’s costs that are not reimbursable as a Cost of the Work, including the Offeror’s overhead and profit. Insurance and bonds will be reimbursable at cost and without mark-up and should not be included in the Construction Management Fee.

It is the Department’s intent to engage the Construction Manager to advance the design from Notice to Proceed through the end of [7/20/18]. The Construction Manager shall not be entitled to any additional fees unless the Department makes additions to the scope provided for in the GMP Contract which causes the GMP to increase by more than ten percent (10%). Similarly, the Construction Manager shall not be entitled to an increase to the General Conditions Budget unless the Department makes additions to the scope provided for in the GMP Contract which will require the Construction Manager’s services to extend beyond [9/14/2018]. Please note, however, that punch list and close out activities may extend beyond the Substantial Completion Date and that such activities will not entitle the Construction Manager to additional fees or general conditions.

#### **A.4 Incentive for On-time & On-Budget Completion**

In the event the Project is both (i) substantially complete no later than July 20, 2018; and (ii) delivered for an amount that does not exceed the GMP, the Construction Manager will be entitled to an incentive fee in the amount of Ten Percent (10%) of the Construction Management Fee bid. If both of these goals (i.e. if the Project is late or over budget) are not, for any reason, met, the Construction Management Fee will be reduced by Ten Percent (10%). In the event the Construction Manager is able to achieve beneficial occupancy of the Project by December 1, 2017, the Construction Manager will be entitled to an incentive fee in the amount of \$150,000. The Form of Contract will provide more details on these provisions. In determining whether these goals have been met, the decision will be made irrespective of fault and regardless of whether the cause for failing to achieve these goals was within the Construction Manager’s control.

#### **A.5 Economic Inclusion**

The Department requires that Local, Small and Disadvantaged Business Enterprises (“LSDBEs”) participate in this project to the greatest extent possible. Thirty-Five Percent (35%) of the Contract Work must be awarded to entities that are certified as Small Business Enterprises by the District of Columbia Department of Small and Local Business Development as outlined in Section C.

The Department will also require that the selected Contractor and all of its sub-consultants, subcontractors, and suppliers, enter into a First Source Employment Agreement with the Department of Employment Services.

Please see Section C of this RFP for additional information regarding the Economic Inclusion requirements.

## **A.6 Selection Criteria**

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

- Experience & References (20 points)
- Key Personnel (20 points)
- Price (20 points)
- Project Management Plan & Schedule (40 points)
- CBE Preference (up to 12 points)

## **A.7 Procurement Schedule**

The schedule for this procurement is as follows:

- |   |  |
|---|--|
| • Issue RFP                             | October 3, 2016  |
| • Pre-proposal Conference               | October 6, 2016  |
| • Site Visit                            | October 11, 2016<br>Ward 7 (Time TBD)<br>Ward 8 (Time TBD) |
| • Last Day for Questions/Clarifications | October 14, 2016   |
| • Proposals Due                         | October 25, 2016   |

## **A.8 Project Schedule**

- |  |                                 |
|--|---------------------------------|
| • Preconstruction services letter contract | - October 31, 2016              |
| • Permit Set                               | - mid-November 2016             |
| • GMP                                      | - mid-December 2016             |
| • Council Approval of Contract             | - on or about [mid-January 2017 |
| • Substantial Completion                   | - July 20, 2018                 |

## **A.9 Attachments**

- |                     |   |
|---------------------|---|
| <b>Attachment A</b> | - Drawings & Specifications                   |
| <b>Attachment B</b> | - Form of Offer Letter                        |
| <b>Attachment C</b> | - Past Performance Evaluation Form            |
| <b>Attachment D</b> | - Tax Affidavit                               |
| <b>Attachment E</b> | - Davis-Bacon Wage Rates                      |
| <b>Attachment F</b> | - Bid Bond Form                               |
| <b>Attachment G</b> | - Standard Contract Provisions (Construction) |
| <b>Attachment H</b> | - Bidder-Offeror Certification Form           |
| <b>Attachment I</b> | - Subcontracting Plan Form                    |
| <b>Attachment J</b> | - 2016 Living Wage Act Notice and Fact Sheet  |
| <b>Attachment K</b> | - First Source Employment Agreement           |
| <b>Attachment L</b> | - Bid Guarantee Certification                 |
| <b>Attachment M</b> | - Form of Contract                            |

## **SECTION B           SCOPE OF WORK**

### **B.1     Scope of Work**

The Construction Manager will be required to work with the Architect to advance the design for the new short term housing facilities and to construct the approved designs, as required by the GMP Amendment no later than July 20, 2018. Without limiting the generality of the foregoing, the Construction Manager shall be required to provide all of the management, personnel, design services, hazardous material abatement, supervision, labor, materials and other services necessary to complete the Project. In general, the Construction Manager's scope of work will be divided into two phases, (i) the Preconstruction Phase; and (ii) the Construction Phase.

### **B.2     Preconstruction Phase**

The Preconstruction Phase will run from issuance of the notice to proceed through the execution of the GMP Amendment. During this phase, the Construction Manager will be required to work with the Architect to: (i) advance the design for the Project in consultation with the Department and its Program Manager; (ii) obtain bids from trade subcontractors to perform the work described in the Permit Set and provide bid tabulations to the Department; (iii) engage in any value engineering and scoping exercises necessary to return the cost of the work to the Project Budget; (iv) engage in preconstruction activities, including scheduling, cost estimating, and identifying any long-lead items; (v) develop a GMP proposal for the Project; and (vi) enter into a GMP for the Project.

#### **B.2.1   Design Services**

During the Preconstruction Phase, the Architect will develop a Permit Set of design documents for the Project. The Construction Manager shall have at least one "over the shoulder" review session for each major trade package with the Architect. These "over the shoulder" review sessions shall be scheduled at appropriate times for such review.

#### **B.2.2   Trade Bidding Process**

No later than September 2, 2016, the Construction Manager shall provide to the Department a written submission on the proposed bidding procedures. Such procedures shall include: (i) a list of proposed trade packages; (ii) a list of trade subcontractors that will be invited to bid on each such package; and (iii) a narrative description of the process. In addition to the information normally required in such bids, the Construction Manager shall also require subcontractors to provide an estimate of the percentage of labor hours performed in completing the subcontracted work which will be performed by District residents.

### **B.2.3 Bidding**

The Construction Manager shall issue the approved Permit Set of design development documents for bidding. To ensure appropriate pricing, at least three (3) bids will be required for each trade package that has an estimated value of more than \$100,000. The Construction Manager shall provide to the Department a bid tabulation, including the LSDBE participation estimates, of the trade bids obtained. Such bid tabulation should identify specifically any leveling of the trade bids.

### **B.2.4 Value Engineering & Scope Assessment**

Based on the trade bids, the Construction Manager shall prepare a written report of suggested value engineering strategies necessary to reconcile the costs of constructing the Project with the Department's Project Budget. The Construction Manager shall meet with the Department's representatives to discuss any value engineering and changes in scope required to bring the project costs within the Project Budget.

### **B.2.5 GMP Formation**

Based on any value engineering, scope modifications and approved changes in the Project Budget, the Construction Manager shall prepare and submit to the Department a GMP proposal. The Department's GMP proposal shall represent Construction Manager's offer to Fully Complete the Project. The GMP proposal shall include: (i) a line item construction budget; (ii) a detailed CPM schedule; (iii) a listing of the drawings upon which the GMP is based; (iv) an LSDBE utilization plan; and (v) a workforce utilization plan. In the event that the Department and the Construction Manager are unable to agree upon a GMP or schedule for the Project, the Department shall have the right to terminate the contract and assume any trade subcontracts held by the Construction Manager. In such an event, the Construction Manager shall only be entitled to Fifty Percent (50%) of the Preconstruction Fee.

**B.2.6 Additional Preconstruction Services.** In addition to those items enumerated above, the Construction Manager shall provide such preconstruction services as are necessary to properly advance the Project. These services shall include, but are not necessarily limited to, scheduling; estimating, conducting constructability reviews, preparing shop-drawings, and the ordering of long-lead materials.

**B.2.7 Deliverables.** The following deliverables are required during the Preconstruction Phase. In the event that the Construction Manager fails to provide any deliverable listed below, the Construction Manager shall forfeit the Preconstruction Fee.

- a. Preliminary Construction Schedule
- b. Cost Estimate of Design Development Documents
- c. Report of Suggested Value Engineering Strategies
- d. Schedule of long lead items and recommendations for purchase
- e. List of subcontractors from which the Construction Manager intends to solicit bids and bid procedures

- f. Trade bid tabulations, including all subcontractor proposals, scope assessments and identifying required leveling.
- g. GMP proposal

### **B.3 Construction Phase**

During the Construction Phase, the Construction Manager shall be required to cause the construction to be completed in a manner consistent with the design documents approved by the Department. The Construction Manager shall provide all labor, materials, supervision and equipment necessary to fully construct the Project in accordance with the approved drawings and specifications no later than the Substantial Completion Date.

#### **B.3.1 Management Services**

In order to properly manage the Project, the Construction Manager shall be required to undertake the following tasks:

- Participate and assist in Project/Planning meetings, during all phases and provide a Project Manager for the entire duration of the Project.
- Provide and maintain a fully equipped office on-site to perform all required Construction Manager duties.
- Maintain full-time, on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log.
- Conduct weekly progress meetings following a contractor generated agenda with the Program Manager and all trades.
- Provide general safety and signage and posting for the project and see that each subcontractor prepares and submits adequate safety program and monitoring throughout the project.
- Provide biweekly written reports that include (i) an updated schedule analysis, including a two week schedule look ahead, (ii) an updated cost report, (iii) a review of cash flow, and (iv) a risk log.
- Manage the change order process with the trade subcontractors to verify validity, purpose, and cost.
- Prepare payment requests, verify accuracy and forward for approval and payment.
- Assemble close-out documents required.
- Provide assistance to DHS and DGS through any applicable warranty periods.

#### **B.3.2 Mobilization**

The Construction Manager will be required to undertake the tasks described below.

**B.3.2.1** Take control of the site and install the necessary construction fences and other devices to properly secure the site.



**B.3.2.2** Abate hazardous materials, if necessary, in accordance with EPA and all jurisdictional agencies.

**B.3.2.3** The Construction Manager shall be responsible for all interior and exterior demolition necessary to complete the Project.

**B.3.2.4** The Construction Manager shall be responsible for salvaging and storing all items as identified by the Department.

**B.3.2.5** The Construction Manager shall be responsible for paying all permits and fees associated with the Project, other than the building permit fees.

**B.3.2.6** The Construction Manager shall be responsible for all performance and payment bonds and general liability insurance.

**B.3.2.7** The Construction Manager shall be responsible for removing the balance of construction debris off site in accordance with all applicable rules and regulations of those jurisdictions having authority.

### **B.3.3 Trade Work; Subcontracts**

It is contemplated that all or nearly all of the work will be performed by trade subcontractors under written subcontracts to the Construction Manager. The Construction Manager will not be permitted to self-perform work unless authorized pursuant to the form of contract.

### **B.3.4 Site Safety and Clean-up**

**B.3.4.1** The Construction Manager will be required to provide a safe and efficient site. Controlled access shall be required.

**B.3.4.2** The Construction Manager shall be required to 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.3.4.3** The Construction Manager shall be responsible for site security.

**B.3.4.4** The Construction Manager shall be responsible for the cost of all utility fees during the construction of the Project, including, but not limited to, the cost of temporary power used and the cost of installing such temporary wiring as may be required to bring power to the site; Pepco design fees; and all DC Water fees, including usage. The Construction Manager shall also be responsible for the cost of all temporary construction necessary on the site.

### **B.3.5 Close-out & FF&E**

**B.3.5.1** The Construction Manager shall be responsible for purchasing and providing FF&E. A detailed list of FF&E requirements will be developed during the Preconstruction Phase.

**B.3.5.2** The Construction Manager shall be required to prepare and submit at close-out a complete set of product manuals, warranties, etc. The Construction Manager shall also provide the Department with a complete set of its Project files, including, but not limited to, shop drawings, O&M Manual etc. at close out so as to assist the Department in operating the building. The Construction Manager shall be required to provide recorded training, As-Builts, and Attic Stock as part of the Project close-out.

**B.3.5.3** The Construction Manager will be required to provide cleaning services prior to move-in, including, but not limited to, the obligation to deliver a broom clean building at the end of construction.

#### **B.4 Move in Period**

The work will need to be Substantially Complete no later than July 20, 2018. Punchlist and other non-disruptive work may continue after that date provided it is completed prior to TBD. The Construction Manager will be required to coordinate such work with DGS and DHS personnel. It is contemplated that the Construction Manager will be required to provide an on-site crew of laborers to assist in moving furniture and other small jobs as requested by the Department.

#### **B.5 Key Personnel**

In its proposal, each Offeror will be required to identify its key personnel. Key personnel shall include, at a minimum, the following individuals: (i) the Project Executive; (ii) the Field Superintendent; (iii) the Project Manager who will supervise the interior design and work; (iv) the Project manager who will supervise the MEP and structural work; and (v) the Project Scheduler, proficient in P6 who will maintain the project schedule. The Construction Manager will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement. Please provide a table that identifies the specific staff that will be assigned to this Project, the time periods during which the individual will work on the Project, his or her level of effort (i.e. the percentage of time devoted to this project).

#### **B.6 Licensing, Accreditation and Registration**

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

## **B.7 Conformance with Laws**

It shall be the responsibility of the Construction Manager 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.8 Davis-Bacon Act**

The Davis-Bacon Act is applicable to this Project. As such, the Construction Manager and its trade subcontractors shall comply with the wage and reporting requirements imposed by that Act.

## **B.9 Apprenticeship Act**

The Apprenticeship Act shall apply to this contract and the Construction Manager and all of its trade subcontractors shall be required to comply with that act.

## **B.10 Time of the Essence**

Time is of the essence with respect to the contract. The Project must be Substantially Complete by July 20, 2018. As such, the Construction Manager must dedicate such personnel and other resources as are necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

## **SECTION C                    ECONOMIC INCLUSION**

### **C.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 Two Hundred Fifty Thousand Dollars (\$250,000), at least Thirty Five Percent (35%) of the dollar volume of the contract shall be subcontracted in accordance with **Attachment H**.

### **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 Two Hundred Fifty Thousand Dollars (\$250,000), at least Thirty Five Percent (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 Thirty Five Percent (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 Fifty Percent (50%) of the contracting effort with its own organization and resources and, if it subcontracts, Thirty Five Percent (35%) of the subcontracting effort shall be with CBEs. A CBE prime Contractor that performs less than Fifty Percent (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 Fifty Percent (50%) of the contracting effort with its own organization and resources and, if it subcontracts, Thirty Five Percent (35%) of the subcontracting effort shall be with CBEs. A certified joint venture prime Contractor that performs less than Fifty Percent (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 Thirty-Five Percent (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 Fifty Percent (50%) of the on-site work with its own organization and resources if the contract is One Million Dollars (\$1,000,000) 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 Thirty Five Percent (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 thirty (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 SCP, 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 One Hundred Thousand Dollars (\$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 Fifty One Percent (51%) District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10<sup>th</sup> of each month; (vi) at least Fifty One Percent (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 Five Hundred Thousand Dollars (\$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 but 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 D** 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.

### **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 (100) points. Offerors will be eligible to receive up to twelve (12) additional 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 either the highest evaluated score or the lowest price. Notwithstanding the terms of this Section D.4, nothing herein shall prevent the source selection official from determining that the lowest price offer is the most advantageous to the District.

- **Relevant Experience & References** (10 points)
- Builder's Key Personnel (10 points)
- Architect/Engineer's Experience & References (10 points)
- Architect/Engineer's Key Personnel (10 points)
- Price (20 points)
- Project Management Plan & Schedule (40 points)
- CBE Preference (up to 12 points)
  
- Experience & References (20 points)
- Key Personnel (20 points)
- Price (20 points)
- Project Management Plan & Schedule (40 points)
- CBE Preference (up to 12 points)

### **D.4.1 Technical Evaluation Factors**

#### **D.4.1.1 Relevant Experience & References (20 points)**

The Department desires to engage a Construction Manager with the experience necessary to realize the objectives set forth in the RFP. This component will be evaluated based on their demonstrated experience in:

- (i) construction of short term housing or facilities similar to this Project;

- (ii) construction projects on a challenging site;
- (iii) construction of projects in an urban setting;
- (iv) knowledge of, and access to, the local subcontracting market; and
- (v) knowledge of the local regulatory agencies and Code Officials.

In evaluating these subfactors, the Department will consider, among other things, the Offeror's track record in delivering projects on-time and on-budget. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. This element of the evaluation will be worth up to twenty (20) points.

#### **D.4.1.2 Key Personnel (20 points)**

The Department desires that the Construction Manager assign the appropriate number of personnel having the necessary seniority to implement a project of this type. The personnel should have experience working together and each such individual should have the necessary level of experience and education for his or her proposed role. Proposals should identify, at a minimum, (i) the Project Executive; (ii) the Project Manager who will supervise the interior design and work; (iii) the Project Manager who will supervise the MEP design and work; (iv) the Field Superintendent; and (v) the Project Scheduler. 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. Such table should identify whether the personnel will be funded from general conditions or whether they are home or regional office personnel that are non-reimbursable (i.e. funded from fee). This element of the evaluation will be worth up to Twenty (20) points.

#### **D.4.1.3 Management Plan (35 points)**

Offerors are required to submit with their proposal a Management Plan.

The Management Plan should clearly explain how the Construction Manager 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: (i) explain how the Construction Manager will manage the preconstruction process, including steps to make sure the documents are properly coordinated and that Code Official comments are addressed; (ii) explain how the Construction Manager will manage the cost estimating and value engineering process; (iii) explain how the Construction Manager proposes to staff and handle construction administration; and (iv) describe the key challenges specific to the Project sites and explain how they will be overcome or mitigated. Offerors should include proposed value engineering ideas with their proposals.

The Management Plan should also: (i) identify the key personnel and their specific roles in managing the Project; (ii) identify the key milestone dates, provide a description of how these dates will be achieved, and describe the phasing of construction, if any; and (iii) describe the cost control management structures that will be used to ensure the Project is delivered on-budget. The Department will also consider the experience that the Contractor and its team members have working together on similar projects.

This element of the evaluation is worth up to thirty-five (35) points.

#### **D.4.1.4 Preliminary Schedule (5 points)**

Offerors should submit with their Management Plan a CPM schedule that shows the anticipated manner in which the Project will be constructed by the substantial completion date. The schedule should show sufficient level of detail so as to demonstrate the Offeror's understanding of the Project and the key issues related to the Project. This element of the evaluation is worth up to five (5) points.

#### **D.4.1.5 Price (20 points)**

Offerors will be required to bid a Preconstruction Fee, a General Conditions Budget, and a Construction Management Fee. These price components will be worth up to twenty eight (28) points. The remaining twelve (12) points will be awarded based on the Offerors status as a certified business enterprises as outlined in **Section C.1**.

## **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 two volumes, a technical volume and a price volume. Offerors shall submit one (1) original and four (4) copies of the technical volume that includes the information set forth in **Section E.4.1** below as well as one (1) original and two (2) copy of the pricing volume that included the information set forth in **Section E.4.2 below**. Copies of the technical proposal should **not** include the Form of Offer Letter or any spreadsheet or other pricing document referenced in the Form of Offer Letter. The original volumes of the Offeror's submission shall be placed in a sealed envelope conspicuously marked: "Proposal for Construction Management At- Risk Services for Short Term Family Housing."

### **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: George G. Lewis, CPPO 1

### **E.3 Date and Time for Receiving Submissions**

Submissions shall be received no later than 2:00 pm EDT, on October 25 2016. 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 in two volumes 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 Design Builder.
  - 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 Construction Management 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 C**) are completed and submitted on behalf of the Contractor directly to [CONTRACT SPECIALIST] the due date for proposals.
- C. The Offeror shall ensure that a minimum of two (2) Past Performance Evaluation forms (**Attachment C**) are completed and included in the Contractor's proposal for each proposed subcontractor, as applicable.
- D. 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 Key Personnel**

Offerors shall assign senior personnel to this Project with experience in completing similar projects on-time and on-budget. The availability and experience of the key personnel assigned to this Project will be evaluated as part of this element. The Offeror shall:

- A. Identify, at a minimum: (i) the Project Executive; (ii) the Project Manager who will supervise the interior design and work; (iii) the Project Manager who will supervise the MEP design and work; (iv) the Superintendent responsible for the Project; and (v) the Project Scheduler, proficient in P6 who will maintain the project schedule and describe the specific experience of each key personnel working on projects similar to the required work as described in **Attachments A** of this RFP;
- B. Provide resumes for the key personnel identified above that demonstrates their ability to successfully complete the work required by this RFP;
- C. Provide a table that identifies all key personnel that will be assigned to this Project. The table should include: (i) the individual's name; (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.

#### **E.4.1.5 Project Management Plan**

The Project Management Plan should clearly explain how the Contractor intends to manage and implement the Project. It should demonstrate a comprehensive knowledge of the process and provide project specific impediments that must be overcome and ensure that sufficient staffing will be provided.

#### **E.4.1.6 Preliminary Project Schedule**

Each Offeror should also prepare a preliminary project schedule that shows how the Offeror intends to complete the Project in a timely manner. The schedule should be prepared using a critical path method and should show key logic ties and activity durations. The schedule should demonstrate that the Offeror understands the Project and has a workable method to deliver the Project in a timely manner.

#### **E.4.1.7 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.4.1.8 First Source Employment Agreement**

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

#### **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**. 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 H**.

##### **E.4.2.3 Tax Affidavit**

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

##### **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 J.1 below, in the form of **Attachment F**.

## **SECTION F            BIDDING PROCEDURES & PROTESTS**

### **F.1     Contact Person**

For information regarding this RFP please 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

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 October 6, 2016 at 10:00 am.  
The conference will be held at the 1250 U Street NW 4<sup>th</sup> Floor, Capitol Hill Conference Room, Washington, DC 20009. Interested Offerors are strongly encouraged to attend.

A site visit will be held on October 11, 2016 at (TBD) for Wards 7 and Ward 8.

### **F.3     Explanations to Prospective Offerors**

Each Offeror should carefully examine this Request for Proposals and any and all amendments 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 or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments 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 and amendment 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.

Requests should be directed to Elouise Fripp at the address listed in Section F.1 no later than the close of business on October 14, 2016. The person making the request shall be responsible for prompt delivery.

### **F.4     Protests**

Protests shall be governed by 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 the provisions of Section 4712 of the Department's Procurement Regulations (27 DCMR § 4712).

#### **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 have 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, 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 F.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.

#### **F.11 Limitation of Authority**

Only a person 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.

## **SECTION G            INSURANCE REQUIREMENTS**

### **G.1     Required Insurance**

The contractor 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 Construction Manager 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 contractor, 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** Contractor’s pollution legal liability 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.

**G.1.7** The Contractor shall ensure that it’s Contract Manager maintain errors and omissions coverage with a policy limit of at least Five Million Dollars (\$5,000,000).

### **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 five percent (5%) of the [INSERT], in the form of **Attachment F**. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties. Alternatively, Offerors may submit a cashier's check or irrevocable letter of credit 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 or letter of credit, and the Department shall collect such funds as liquidated damages. If the Offeror chooses to submit a cashier's check or letter of credit in lieu of a bid bond, the Offeror must complete the form included as **Attachment L** and return, notarized, with the Offeror's bid. Letters of credit must be: (i) unconditional and standby; (ii) irrevocable; (iii) issued by an FDIC insured institution that is reasonably acceptable to DGS; and (iv) able to be drawn on in the Washington, DC metropolitan area. The letter of credit shall provide that it may be drawn upon if the holder of the letter of credit submits a signed statement by DGS's contracting officer stating that the Offeror has failed to enter into a contract consistent with the terms of this procurement and the Offeror's bid submitted thereunder.

### **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 Construction Manager will be required to post a payment and performance bond having a penal value equal to the GMP at the time the GMP Contract is executed.



**Attachment A**

Project Documents

*Available for Download at:*

**Attachment B**

**Offer letter**

**Attachment C**

**Past Performance Form**

**Attachment D**

**Tax Affidavit**

**Attachment E**

**Davis-Bacon Wage Rates**

**Attachment F**

**Bid Bond Form**

**Attachment G**

**Standard Contract Provisions**

**Attachment H**

**Bidder-Offeror Certification Form**



**Attachment I**

**Subcontracting Plan Form**

**Attachment J**

**2016 Living Wage Act Notice and Fact Sheet**

**Attachment K**

**First Source Employment Agreement**

**Attachment L**

**Bid Guarantee Certification**

**Attachment M**

**Form of Contract**