

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



REQUEST FOR PROPOSALS

DESIGN-BUILD SERVICES

FOR

**REDEVELOPMENT ST. ELIZABETHS EAST CAMPUS
PARCEL 6 PARKING GARAGE**

Solicitation Number: DCAM-20-CS-RFP-0005

Date Issued:	November 5, 2019
Pre-Proposal Conference:	November 12, 2019 at 10:30 AM 1250 U Street, 4 th Floor Conf. Room Washington, DC 20009
Site Visit:	November 12, 2019 at 2:00PM Corner of Cypress Street, SE and a temporary extension of 13 th Street, SE Washington, D.C
Deadline for Questions:	November 15, 2019 at 4:00PM
Proposal Due Date:	November 26, 2019 by 2:00 PM
Contact:	James H. Marshall Senior Contract Specialist 202 664-0416

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PART 1 - PROJECT INTRODUCTION AND INSTRUCTIONS FOR OFFERORS

1.0 Procurement Overview

The District of Columbia (“District”) Department of General Services (the “Department” or “DGS”) is issuing this Request for Proposals (“RFP”) to solicit proposals (“Proposals(s)”) from offerors (“Offeror(s)”) interested in serving as the design-builder (“Design-Builder” or “Contractor”) for the development, design and construction of a new, multi-level parking structure to be built on Parcel 6 of St. Elizabeths East Campus at the corner of Cypress Street, SE and a temporary extension of 13th Street, SE in Washington, D.C. (the “Project”). The purpose of this RFP is to evaluate submitted Proposals and determine which Offeror will be awarded the Design-Build contract (“Agreement”, “Design-Build Agreement” or “Contract”) for the Project.

1.1 Project Overview

The Department anticipates awarding a Contract for all design and construction services necessary to successfully complete the Project. It is also important to note that the Project will include a minimum of 800 parking spaces, approximately 120 spaces of which will be Electric Vehicle (EV) charging stations. The Project will also include ADA accessible public restrooms and elevators to ensure accessibility along with enclosed stairs (collectively, the “Work”).

1.2 Project Background

In the redevelopment and implementation phase of the St. Elizabeths East Campus, the Department is working closely with partner agencies to complete site development and supporting infrastructure. To assist in achieving the redevelopment of the East Campus, the District’s Deputy Mayor for Planning & Economic Development (“DMPED”) prepared a parking master plan study for the Campus in 2017. This parking master plan identified significant short term (5 to 7 years), and long term, on-site parking deficiencies. The parking space deficit was particularly large when events are held at the Entertainment Sports Arena (“ESA”) facility simultaneous with an event at the existing Gateway Pavilion. To meet the short-term demand for parking on East Campus, DMPED previously built three (3) temporary surface parking lots.

As part of the long-term redevelopment of parcel 6, DMPED seeks to design and construct the Parking Garage. The Parking Garage will serve as temporary parking for the ESA with future uses to include parking for residential developments planned for the immediate vicinity. It will also replace the Dorothea Dix surface temporary parking lot that will be demolished for the new St. Elizabeths Hospital site. The Parking Garage shall include a minimum total number of 800 parking spaces within a multi-level parking structure. Approximately 120 spaces are to be EV charging stations. Ten percent of the EV charging stations are to be made ready for use at Substantial Completion, with the balance prepped to be brought online at a later date as demand grows. The EV charging stations are anticipated to be supplied and maintained by a third-party vendor. A four-hour emergency power generator for life safety systems and revenue control facilities will be

required for the Project. Locations for and power supply, including meter room and site transformer, will be required for a future 120 EV charging stations. The Project will also include ADA Public Restrooms and Elevators to ensure accessibility along with enclosed stairs. Consideration is to be made in the structural design for the potential of residential housing to be built above the garage in the future.

The Project design must also include an integrated parking management and revenue collection system using solar powered self-pay debit/credit card kiosks. Additionally, there will need to be a security office in the garage with booth for a parking attendant, equipment room for cones, signs, and other equipment, a room for the computer and electronics for the revenue control system, and a unisex restroom.

Copies of the sitting plan, conceptual civil plan, and geotechnical data report for the Parking Garage are attached as **Attachment A1, A2 and A3**. Additional project specific attachments including **Attachments A4 – AIA Table of Contents, A5 – AIA Master Specifications, A6 – Special Instructions, A7 – Master Specifications Premium, A8 – Phase 1 ESA Report and A9- Phase II ESA Report** have been provided. DMPED has tasked the Department with soliciting proposals from Offerors to deliver this critical Project. DMPED will be hiring a parking management firm to operate this surface parking lot and other parking facilities throughout East Campus. The Design-Builder will be required to coordinate with this management firm during development of the design documents.

Building Information Modeling (“BIM”) is required to be used throughout the facility lifecycle, including all Project phases from project planning and progressing the concept design through construction, as-builts and into facilities management. The Design-Builder must work collaboratively with all Project stakeholders. It is expected by DGS that all team members are to be committed to the use of BIM in the Project, share their ideas of BIM expertise with the team, provide BIM data as requested by other team members, look for cost savings and schedule improvements during the entire Project duration, and endeavor to leave as a legacy a fully updated, as built, facility management ready building information model.

1.3 Project Budget and Funding Limitations

The Department’s construction budget (hard cost) for the Project is in the range of \$19,000,000 to \$21,000,000 (the “Project Budget”). Accordingly, Offerors are to base their Proposals on the Project Budget. Upon award, the Agreement for Design-Build Services, with a value of the Lump Sum Price agreed upon between the Design-Builder and the Department, will be submitted to the Council of the District of Columbia for approval. A letter contract is expected to be issued prior to the Council’s approval.

1.4 Compensation

As more fully described in the resulting Agreement, this will be a fixed price type contract. The form of the Agreement (“Form of Contract”) will be issued via Addendum to the RFP as

Attachment L. Offerors are advised, however, that adjustments will only be made to the Lump Sum Price for additional Design-Builder fees and the cost of general conditions should the Department elect to delay or extend the Project schedule beyond that described herein for reasons other than delay caused by the Design-Builder, and in such an instance, only in accordance with the terms of the Agreement.

1.5 Milestones and Substantial Completion Date

The Contractor shall meet or exceed the following Milestones and Completion Dates. (Dates are calculated based on number of calendar days (CD) from NTP. For the purpose of this solicitation, NTP date is **January 3, 2020**):

- NTP Date - January 3, 2020 (anticipated)
- Final Design Development submittal – 105 CD from NTP (or April 6, 2020)
- Construction Documents submittal - 158 CD from NTP (or June 9, 2020)
- Project Substantial Completion – 468 CD from NTP (or April 15 2021) (the “Substantial Completion Date”). Substantial Completion date is defined as the date on which the parking lots are functional and turned over to the owner for “beneficial use”, while the punch list for final completion is still being completed by the Design-Builder.
- Project Final Completion – 529 CD from NTP (or June 15, 2021 (“Final Completion Date”). Final Completion shall be no later 60 days after the Substantial Completion Date. The milestone dates provided herein are estimated dates for the purpose of receiving proposals in response to this RFP. The milestone dates as set forth in the finalized Design-Build Agreement shall be binding upon the selected Offeror.

1.6 Project Delivery Method and Schedule

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

During the Design and Preconstruction Phase, the selected Design-Builder, in consultation with the Department, the parking management firm hired by the District, and affected government agencies, will be required to (i) develop and advance the design in accordance with the Department’s programming requirements to permit drawings/specifications and submit for permit(s); (ii) progress the permit drawings/specifications for the Project to construction documents (“Construction Documents”); and (iii) participate in any on-going community engagement process.

During the Construction Phase, the Design-Builder, in consultation with the Department, will be required to provide construction and construction administration services to (i) selectively demolish sections of the sites, including tree removals, and site & utility demolition, where

required; (ii) conduct abatement of hazardous materials, if necessary; and (iii) construct any new parking lot sections, drainage facilities, lighting, operational systems, etc., as necessary.

During the contract time period for this work, portions of existing Cypress Drive, including the entrance to MLK, may be closed and not accessible due to ongoing infrastructure improvements at East Campus that are presently under construction. Offerors shall take this into consideration when developing their Lump Sum Price and project management plan. The Department has established the following preliminary milestone dates for the design phase. Long lead items may be released earlier, if necessary. While the Department is amenable to shifting the interim design milestones dates, the Department requires that the design development documents be completed no later than April 6, 2020. Any shift in the interim design milestones dates must be approved by DGS and must provide for the durations for DMPED and DGS design reviews reflected in the milestone schedule below.

Activity**	Start Date (Cal Days from NTP)	End Date (Cal Days from NTP)
Concept Design Phase	4	18
DGS/DMPED Concept Design Review	19	25
Finalize Concept Design	26	31
Schematic Design Phase	32	53
DGS/DMPED Schematic Design Review	54	60
Scope Reconciliation/Value Engineering	61	68
Finalize Schematic Design	63	70
Design Development Phase	73	94
DGS/DMPED Design Development Review	95	101
Final Design Development	102	105
Early Release Packages		112
Construction Documents Submitted		158
Demolition/Abatement	88	150
Construction Begins		159
Substantial Completion		468
Final Completion		529

**Based on anticipated NTP date of January 3, 2020

1.7 Department Designated Point of Contact

The Department's sole point of contact (POC) for matters related to this RFP is the only individual authorized to discuss this RFP with any interested parties, including Offerors. All communications with the Department's POC about the Project or this RFP shall be sent in writing to:

Name: James Marshall
Title: Senior Contract Specialist
Department of General Services
Contracts and Procurement Division

Mailing address: Department of General Services
Contracts and Procurement Division
2000 14th Street, NW, 8th Floor
Washington, DC 20009

Phone: (202) 664-0416
E-mail: james.marshall@dc.gov

The Department disclaims the accuracy of information derived from any source other than the Department's POC, and the use of any such information is at the sole risk of the Offeror. All communications and requests for information shall be submitted by the Offeror's point of contact identified in the Proposal. Written communications to the Department from Offerors shall specifically reference the correspondence as being associated with Design-Build Services for St. Elizabeths East Campus Parcel 6 Parking Garage and RFP DCAM-20-CS-RFP-0005.

1.8 Design-Builder Designated Point of Contact

All Offerors responding to this RFP shall provide the name, address, phone number and email address of its designated point of contact to the Department's POC as part of its proposal, as noted in **Section 1.7**. Offerors shall notify the Department of any changes in the Offeror's designated point of contact's information. Notification of change(s) may be communicated by email and shall be as soon as practicable following the event(s) causing the change(s). Failure to identify a designated point of contact in writing may result in the Offeror failing to receive addenda issued post proposal submission or other important communications from the Department, for which the Department shall not be responsible.

1.9 Procurement Schedule and Project Milestones

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

1.9.1 Estimated RFP Schedule

- | | |
|--------------------------------------|------------------------------|
| 1. Issue Design Build Solicitation | November 5, 2019 |
| 2. Pre-Proposal Conference | November 12, 2019 at 10:30AM |
| 3. Site Visit | November 12, 2019 at 2:00PM |
| 4. Final RFP Questions due to DGS | November 15, 2019 at 4:00PM |
| 5. Proposals Due Date | November 26, 2019 at 2:00PM |
| 6. Notice of Intent to Award | January 3, 2020 |
| 7. Notice to Proceed/Letter Contract | January 3, 2020 |
| 8. Project Kick Off meeting | 1 week after NTP |

1.9.2 Project Schedule

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

1.9.2.1 The Substantial Completion Date shall be no later than the date set forth in **Section 1.6**; and

1.9.2.2 If an Offeror proposes a Substantial Completion Date earlier than that shown in **Section 1.6**, and the Department agrees to such proposed date, such proposed date will be deemed by the Department as the contractual Substantial Completion Date for the Agreement and for all purposes, including liquidated damages.

1.10 Selection Criteria

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

1.11 Economic Inclusion

The Department requires that Local, Small and Disadvantaged Business Enterprises (“LSBDE”) participate in this Project as fully described in **Part 4** of this RFP.

In addition to LSDBE participation, the Department requires that District of Columbia (“District”) residents participate in the Project as described in **Part 4** of the RFP.

1.12 RFP Documents

The documents included in this RFP consist of this RFP in all of its parts, all addenda, attachments and exhibits contained or identified in the RFP's sections (collectively, the "RFP Documents"). Each Offeror shall review the RFP Documents and provide questions or requests for clarification, including but not limited to terms that it considers to be ambiguous or to which it takes exception. Such questions or requests for clarification will be submitted to the Department's POC within the time specified in **Part 1, Section 1.9.1** of this RFP. The Department will review all questions and/or requests for clarification received and, if it deems appropriate, in its sole discretion, may modify the RFP Documents through one or more addenda. Offerors shall base their Proposals on the terms and conditions of the RFP Documents included in all addenda issued.

Attachments to this RFP include the following:

Attachment A	Project Specific Attachments A1 – Siting Plans and Specifications for Parcel 6 Parking Garage A2 – Conceptual Civil Plans and Specifications for Parcel 6 Parking Garage A3— Geotechnical Data Report for the Parcel 6 Parking Garage A4 – AIA Table of Contents A5 – AIA Master Specifications A6 – Special Instructions A7 – Master Specifications Premium A8 – Phase 1 ESA Report A9- Phase II ESA Report
Attachment B	Form of Offer Letter
Attachment C	Bidder/Offeror's Certification Form
Attachment D	Tax Affidavit
Attachment E	Davis-Bacon Wage Rates
Attachment F	Bid Bond Form
Attachment G	Standard Contract Provisions General Provisions G1 - Construction Contracts G2 - Architectural & Engineering Services Contracts)
Attachment H	SBE Subcontracting Plan
Attachment I	First Source Employment Agreement and Employment Plan
Attachment J	2019 Living Wage Act
Attachment K	Past Performance Evaluation Form
Attachment L	Form of Contract Design-Build Agreement (will be issued via Addendum)
Attachment M	Form of Notice to Proceed and Letter Contract (will be issued via Addendum)
Attachment N	Bid/Proposal Guarantee Certification
Attachment O	Conflict of Interest Disclosure Statement
Attachment P	Release of Lien Forms

Attachment Q	EEO Policy Statement
Attachment R	Certification to Furnish Performance & Payment Bond
Attachment S	National BIM Guide

1.13 Obligation to Meet All the Requirements of the RFP Documents

If awarded the Agreement, the Design-Builder shall be obligated to meet all requirements of the RFP Documents including, but not limited to, completing the Project within the Project Budget and in accordance with the Project Schedule.

1.14 Offeror’s Pre-Proposal Responsibilities and Representations

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

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

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

PART 2 - PROJECT REQUIREMENTS

2.0 Scope of Work

Under this RFP, the Department will engage a Design-Builder to provide all intermediate and final design, permitting, and construction services required to complete the Project. The Project shall be complete, operating and ready for use on or before the Substantial Completion Date and within the Lump Sum Price as specified in **Part 1, Section 1.4** and **Section 1.5** of this RFP.

The Project will be located at the intersection of Cypress & Oak Street SE, north of the Entertainment & Sports Arena located at 1100 Oak Street SE, Washington, DC 20032.

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

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

2.1 Design-Builder's Duties; General Intent

The Design-Builder will be required to work with the Department, DMPED and the District's parking management firm, and affected government agencies, through a collaborative design process to develop a design for the Project in accordance with the requirements set forth in this RFP. The Design-Builder will be required to engage in necessary preconstruction efforts to ensure that the design is developed in a manner consistent with the Department's goals for the Project (e.g., programmatic, budgetary, schedule and quality); to develop an acceptable scope and schedule for the work; and to implement the requisite construction and other work necessary, for the Project no later than the Substantial Completion Date. The Design-Builder will be required to provide a "turn-key" Project ready for occupancy and use by DMPED and shall be responsible for all items of cost except for those items set forth in **Section 2.12** of this RFP.

2.2 Design and Preconstruction Phase

2.2.1 Initial Deliverables

The Preconstruction Phase will start from the issuance of the Notice to Proceed. The Department will issue a Notice to Proceed for preconstruction services (the “Preconstruction NTP” or “Letter Contract”), attached hereto as **Attachment M**. Offerors are advised that they are required to submit their Proposals premised upon agreeing to the terms of the Preconstruction NTP. To the extent there are any ambiguities or inconsistencies between this RFP, the Standard Contract Provisions, Construction Contracts and Architect Engineering Contracts, **Attachments G1 and G2** respectively and the Preconstruction NTP, the order of precedence shall be: The Standard Contract Provisions; Preconstruction NTP; and the RFP. **A Proposal that identifies or describes changes or exceptions to the Standard Contract Provisions may be deemed non-responsive.**

The Design-Builder’s initial task will be to develop the concept plans and a schedule for the Project. As part of this effort, the Design-Builder shall prepare and provide the following initial deliverables:

2.2.1.1 Baseline Schedule. Within twenty-one (21) days after the Preconstruction NTP is issued, the Design-Builder shall prepare and submit a Baseline Schedule for the Project (the “Baseline Schedule”). The Baseline Schedule shall be subject to review and approval by the Department and the Design-Builder shall incorporate such adjustments to the Baseline Schedule as may be reasonably requested by the Department. The Baseline Schedule shall be prepared in a critical path method (“CPM”) in a sufficient level of detail to permit the Department and the Design-Builder and any other affected parties to properly plan the Project. The Baseline Schedule shall show: (i) key design milestones and subcontractor bid packages; (ii) release dates for long lead items; (iii) release dates for key subcontractors; and (iv) Substantial and Final Completion Dates. The Baseline Schedule must also be submitted in Primavera 6 native format and shall be updated by the Design-Builder, at a minimum, on a bi-weekly basis.

2.2.1.2 Concept Design. No later than six (6) weeks after the Preconstruction NTP is issued, the Design-Builder shall prepare and submit a proposed concept design for the Project. The concept design shall contain such detail as is typically required for a concept design under standard industry practice. The design submittal shall specifically identify any deviations from the Scope of Work and shall explain the rationale and cost implications associated with such deviation. The Department shall have the right to disapprove the concept design submittal for any reason. Following review of the concept design submission by DMPED and the Department, the Design-Builder shall make revisions to the schematic design submission as necessary to incorporate comments, feedback and other direction

provided by DMPED and the Department. The Design-Builder's pricing shall assume that such revisions will be required, and such revisions shall not entitle the Design-Builder to additional compensation. The concept design submittal shall include but not limited to the following:

- a) Conceptual floor plan and conceptual site plan.
- b) Historic resources survey.
- c) Hazardous materials survey, if needed, for removal of existing utilities and site structures.
- d) Environmental Impact Screening Form ("EISF") submission notification of exemption. The St. Elizabeths East Campus is exempt from this submission, but notification of the project and filing of the notice is still required.
- e) Summary of required agency review, timetables, including but not limited to: Office of Planning ("OP"), Commission of Fine Arts ("CFA"), and Historic Preservation Office ("HPO"), and National Capital Planning Commission ("NCPC"). The Department has previously engaged CFA staff level for concept input for the Parking Garage from CFA.
- f) Parking lot plans and specifications.

2.2.1.3 [RESERVED]

2.2.1.4 [RESERVED]

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

2.2.1.6 Additional Preconstruction Services. In addition to those items enumerated above, the Design-Builder shall provide such preconstruction services as are necessary to properly advance the Project. These services shall include, but are not limited to, scheduling, estimating, shop-drawings, the ordering of long-lead materials, condition assessments, conservator studies, archeological studies, recommended testing, additional geotechnical testing, and monitoring of historic assets.

2.2.1.7 Deliverables Liquidated Damages. The Design-Builder acknowledges that the Department is engaging the Design-Builder to provide preconstruction

support services to minimize the potential for cost overruns, schedule delays or the need for extensive Value Engineering/re-design late in the Project and that the deliverables required under this **Section 2.2.1** are key to identify the value of such services. In the event the Design-Builder fails to deliver any of the deliverables required in **Section 2.2.1** (and unless such failure is the result of any event of Force Majeure), the Design-Builder shall be subject to liquidated damages in an amount of Five Thousand Dollars (\$5000) plus Five Hundred Dollars (\$500) per day after receiving written notice from the Contracting Officer of failure to submit such deliverables.

2.2.2 Design Management

Between the time the Preconstruction NTP is issued and the time the final design is accepted by the Department and the permit for construction is issued by DCRA, the Design-Builder shall use commercially reasonable best efforts to ensure that: (i) the design evolves in a manner that is consistent with the preliminary plans and specifications, Offeror's proposal, and Department programmatic requirements; (ii) the design work is properly coordinated; and (iii) the required design deliverables are produced on or before the dates contemplated in the Project schedule. As part of this undertaking, the Design-Builder shall provide the following:

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

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

- a) Utilize findings and final concept plans, perform site visits as necessary, attend and/or facilitate meetings with stakeholders and District staff to review program of requirements, required utilities, drainage, zoning and traffic needs where/when necessary to develop Schematic Design Documents.

- b) Obtain and review applicable District standards and guidelines for design (Design Criteria Manual, Unified Development Code, DHR Standards), where applicable, and provide a complete design that meets all applicable District codes. Coordinate security requirements with DC PSPD. Coordinate IT and Telecom requirements with DC OCTO and DC Net. Coordinate with CFA/NCPC for review and approval as necessary.
- c) Attend and participate in community meeting(s) to update community regarding the Project.
- d) Prepare a presentation and provide a minimum of three (3) presentation boards for each community meeting and present/display onsite. Presentation boards shall be in full color and include at least one (1) 3-D rendering.
- e) Prepare and submit three (3) hard-copy sets, and one (1) electronic copy in PDF, of Schematic Design Documents, Preliminary Specifications, Schematic cost estimate to the Project Manager for review and approval. Components to include, but are not limited to:
 - 1. Site plans, paving layouts, traffic circulation
 - 2. Floor plans, building circulation, ADA requirements
 - 3. Design Narrative
 - 4. Plan-to-Program Comparison
 - 5. Exterior elevations, rendering and color palette
 - 6. Critical building sections and details
 - 7. Relevant right of way information such as easements, building setbacks etc.
 - 8. Location of utilities and sizes
 - 9. A preliminary lay-out for parking lot lighting and pavement markings including ADA requirements and shuttle pickup and drop off locations
 - 10. Preliminary designs for the revenue control systems for the Parking Garage operations, security, and revenue generation for daily and special event operations and any related system appurtenances. The preliminary revenue control plan will address the District operational parameters of use as a general daily use parking lot and as well valet services for large event time periods. The plan will be developed with the assistance of the District's parking management firm and constructed as part of the Project.
 - 11. Stormwater management
 - 12. Preliminary MEP systems
 - 13. Copies of all surveys and reports
 - 14. Updated schedule and cost estimate
- f) After receiving schematic design comments, meet and coordinate as necessary with:

1. Owner, stakeholders, and all relevant regulatory or reviewing agencies as necessary to review project requirements.
 2. Pepco, DC Water, DOOE and all others as necessary for infrastructure and utility requirements.
 3. Private utilities and service providers if necessary
- g) Respond in writing to all District and DMPED comments on plans.
 - h) Act as scribe for all design related meetings. Distribute meeting minutes to all attendees.
 - i) Perform comprehensive Value Engineering effort (VE) utilizing 35% Plan Review submission. Provide report of findings to DGS. Conduct a meeting with DGS and other stakeholders as necessary to present and discuss VE options.
 - j) Submit a Baseline Schedule bi-weekly update in the format set forth in this RFP.

2.2.2.2 Schematic Budget Update. Concurrent with submission of the schematic design, the Design-Builder shall submit a budget update. The budget update shall be submitted in the same format as the Preliminary Budget Estimate and shall show variations from Preliminary Budget Estimate. To the extent the budget update shows an overrun from the approved budget, the Design-Builder shall submit Value Engineering suggestions that would return the Project to budget. Only the Department shall have the authority to increase the Project budget, and absent such direction, the Design-Builder shall proceed on the assumption that the budget remains as originally directed by the Department.

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

Concurrently with the Schematic Design Budget Estimate, the Design-Builder shall prepare a memorandum identifying key construction concerns related to the Project. Such memorandum shall: (i) assess the constructability issues related to the Project, including site logistics; and (ii) identify any long-lead delivery items that could adversely affect the schedule contemplated in this RFP. To the extent any such long-lead items are identified, the memorandum shall make recommendations for addressing such items.

2.2.2.4 Design Development. The Design-Builder shall prepare a set of design development documents (“Design Development Documents”) that is a logical development of the approved schematic design and is consistent with the Department’s schedule, budget and programmatic requirements. The Design Development Documents shall contain such detail as is typically required for a schematic design under standard industry practice. The design submittal shall specifically identify any deviations from the approved schematic design and shall explain the rationale and cost implications associated with such deviation. The Department shall have the right to disapprove the Design Development Documents submittal for any reason.

The Design-Builder shall complete the following tasks and the design development submittal shall include at least the following:

- a) Detailed and dimensioned plans, wall sections, building section, and schedules;
- b) Draft specifications for materials, systems, equipment;
- c) Complete code compliance analysis and drawing;
- d) Space-by-space equipment layouts for key spaces. As part of the design development phase, the Design-Builder and/or the Architect and any design consultants shall confer with representatives from DMPED and the Department regarding these layouts to confirm that they are acceptable to the Department and DMPED;
- e) A preliminary lay-out for furniture, fixtures, and equipment;
- f) Preliminary designs for approved building system upgrades. With regard to HVAC systems, the submission should include: (i) a detailed description of the proposed mechanical systems; (ii) their general layout, including ‘Single-Line Diagrams’ (aka ‘Riser Diagrams’); and (iii) any required load calculations. The HVAC design solution would also include preliminary layouts of other major components of the HVAC system, including the type and location of energy recovery units (ERUs), variable air volume (“VAV”) boxes, condensing units, and any related system appurtenances;
- g) Present the design to CFA, Office of Planning, and other regulatory agencies as required; and
- h) Participate in community meetings as necessary.

2.2.2.5 Permits. The Design-Builder shall be responsible for preparing and submitting all of the required permit applications that are necessary to complete the Project. The Design-Builder shall develop a list of the required permits and shall track the progress of all such permits through the review process. The Design-Builder shall update the Department with the status of each permit that is required for the Project. The Design-Builder shall engage such permit expeditors as the Design-Builder deems necessary or appropriate in light of the Project’s schedule.

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

2.2.3 [RESERVED]

2.2.4 Early Release/Abatement & Demolition

2.2.4.1 Abatement & Selective Demolition. Once the schematic design has been approved, the Department may release the Design-Builder to commence hazardous material abatement and demolition, or other early activities, as applicable.

2.2.4.2 Long Lead Materials. The Department will authorize the ordering of long-lead items once the Design Development Documents have been approved. If the Design-Builder believes an earlier release is required in order to meet the Project Schedule, it shall advise the Department and make a recommendation as to the requested release date. Any decision to authorize an early release shall be made in writing by the Department in its sole and absolute discretion.

2.2.5 Design Management

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

2.2.5.1 Mid-Point Construction Document Review. Based on the approved Design Development Documents and any approved Value Engineering, the Design-Builder shall prepare a set of Construction Documents. It is contemplated that the Construction Documents will be issued in several different sets (i.e. architectural, electrical, mechanical, structural, etc.). As each such set reaches a point where it is approximately Fifty percent (50%) complete, the Design-Builder shall prepare and submit a progress printing to the Department for its review and comment.

2.2.5.2 Construction Document Review & Coordination. The Design-Builder shall complete each of the Construction Documents packages in a manner that addresses the concerns raised by the Department during the review contemplated in **Section 2.2.5.1** for such package. The Design-Builder shall issue one or more set of permit documents to the Department for its review and approval (“Permit Set”). With regard to each such set, the Design-Builder shall highlight (or bubble) any aspect of the design that represents a material deviation from the approved Design Development Documents and shall address in a narrative format the impact, if any, such departure shall have on the Project’s aesthetics, functionality or performance. The Department shall have the right to disapprove the Construction Documents for any reason. If the Department disapproves the Construction Documents, the Design-Builder will not be entitled to any additional compensation.

2.2.5.3 Code Review. The Design-Builder shall submit the Permit Set to the Department of Consumer and Regulatory Affairs (“DCRA”) in order to obtain the necessary building permits to construct the Project. The Design-Builder shall monitor the permit process and shall incorporate any changes or adjustments required by the Code Official. The Design-Builder shall also issue any such changes to the Department for its review and approval. In this submittal, the Design-Builder shall highlight (or bubble) any aspect of the design that represents a material deviation from the permit set documents and shall address in a

narrative format the impact, if any, such departure shall have on the Project's aesthetics, functionality or performance. Subsequent to obtaining the necessary building permits, the Design-Builder shall prepare one or more sets of "issued for construction documents" (the "IFC Set(s)").

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

2.3 Construction Phase

Based on the approved plans and specifications, the Design-Builder shall construct the Project. During the Construction Phase, the Design-Builder shall be required to cause the Work to be completed in a manner consistent with the design documents approved by the Department and shall provide all labor, materials, insurance, bonds and equipment necessary to fully complete the Project in accordance with the drawings, specifications, schedule and budget that are issued for the Project. The Design-Builder shall be responsible for paying for and obtaining all necessary permits and to pay all necessary fees for utility connections and the like. "The construction phase services shall include, but are not necessarily limited to:

- a) Manage all aspects of the renovation and construction of the project.
- b) Manage bi-weekly progress meetings. Site visits are included in base fee. Hourly-not-to-exceed allowance is included for consultant site visits.
- c) Review and process shop drawing submissions, RFI's, etc.
- d) Prepare meeting notes and records of decisions/changes made.
- e) Conduct pre-closeout inspections.
- a. Review closeout documents for completeness, such as As-Built Drawings based on the Contractor's red line drawings and/or coordinated set developed during the subcontractor coordination process. As-Built Drawings should be transmitted to DGS in hard copy, PDF, and CAD formats. "

The Work shall be accomplished in accordance with the following:

2.3.1 Drawings & Specifications. All of the Work shall be constructed in strict compliance and in accordance with the final Construction Documents issued for and approved by the Department.

2.3.2 Compliance with Other Requirements. In performing the Work, the Design-Builder and its subcontractors shall comply with all of the applicable provisions of the Standard Contract Provisions, Construction Contracts and Architect Engineering Contracts, **Attachments G1 and G2** respectively and the requirements set forth in **Section 2.5** (Site Safety), **Section 2.6** (Workhours; Coordination with DMPED and the Community), and **Section 2.7** (Quality Control Plan) of this RFP.

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

2.3.4 Supervision. Throughout the Work, the construction office shall be managed by personnel competent to oversee the Work at all times while construction is underway. Such personnel shall maintain full-time, on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log.

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

2.3.6 [RESERVED]

2.3.7 Delay Liquidated Damages. In addition to the liquidated damages provided for in **Section 2.2.1.7** relating to deliverables, if the Scope of Work is not substantially complete by the Substantial Completion Date, the Design-Builder shall be subject to liquidated damages in an amount of Seven Thousand Five Hundred Dollars (\$7,500) 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 Construction Contracts and Architect Engineering Contracts, **Attachments G1 and G2** respectively.

2.3.8 Hazardous Materials. The Design-Builder's Scope of Work includes the abatement and removal of hazardous materials found anywhere on or within the Project site. In performing such work, the Design-Builder shall comply with all laws, including, without limitation, the requirements of the Environmental Protection Agency and all jurisdictional agencies and all laws relating to safety, health welfare, and protection of the environment, in removing, treating, encapsulating, passivating, and/or disposing of hazardous materials, including, but not limited to, removal, treatment, encapsulation, passivation, and/or disposal of the hazardous materials. If any notices to governmental authorities are required, the Design-Builder shall also give those notices at the appropriate times. The Design-Builder's obligations under this **Section 2.3.8** shall include signing (as the agent for the Department) any manifests required for the disposal of hazardous materials.

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

2.3.10 Protection of Existing Elements. The Design-Builder shall protect all existing features, public utilities, and other existing structures during construction. The Design-Builder shall protect existing, site improvements, trees and shrubs from damage during construction. Protection extends to the root systems of existing vegetation. The Design-Builder shall not store materials or equipment, or drive machinery, within drip line of existing trees and shrubs.

2.4 Site Cleanliness

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

2.5 Site Safety

2.5.1 General Responsibility. The Design-Builder shall provide a safe and efficient site, with controlled access. As part of this obligation, the Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project, and shall comply with the requirements set forth in **Article 16, Section F** of the Standard Contract Provisions Construction Contracts **Attachment G1**.

2.5.2 Safety Plan. Prior to the start of construction activities, the Design-Builder shall prepare a safety plan for the Construction Phase conforming to OSHA 29 CFR 1926 (such plan, the "Safety Plan"). This Safety Plan developed by the Design-Builder shall describe the proposed separation and the specific nature of the safety measures to be taken including fences and barriers that will be used and the site security details. This Safety Plan will be submitted to the Department and DMPED for their review and approval prior to the commencement of construction. Once the Safety Plan has been approved, the Design-Builder shall comply with the plan at all times during construction. The Design-Builder shall be required to revise the Safety Plan as may be requested by the Department or DMPED. The Design Builder will not be permitted to commence the Construction Phase until the Safety Plan is submitted and in no event shall any resulting delay constitute an excusable delay. Additionally, the Design-Builder shall comply with the requirements of **Article 27, Section A** of the Standard Contract Provisions Construction Contracts **Attachment G1**.

2.5.3 Safety Barriers/Fences. As part of its responsibility for Project safety, the Design-Builder shall install such fences and barriers as may be necessary to separate the construction areas of the site from those areas that are then being used by DMPED. The

Design-Builder shall describe in the Safety Plan the proposed separation and the specific nature of the fences and barriers that will be used.

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

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

2.6 Workhours; Coordination with the Department, DMPED, and Community

2.6.1 Workhours. The Design-Builder shall comply with the Noise Ordinance and neither it nor its subcontractors shall undertake work on the Project site other than at the times and sound level permitted by the Noise Ordinance. It is anticipated that in order to meet this schedule the Design Builder will be required to work outside normal permitted work hours.

2.6.2 Parking. The Design-Builder shall organize its work in such a manner to minimize the impact of its operations on the surrounding community. To the extent that the number of workers on the site is likely to have an adverse impact on neighborhood parking, the Design-Builder shall develop a parking plan for those individuals working on the site that is reasonably acceptable to the Department.

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

2.6.4 Outreach Plan. The Design-Builder shall keep the Department informed of the construction activities and their potential impact on the community. The Design-Builder shall submit the plan to the Department prior to its implementation and such plan shall be subject to the Department's review and approval.

2.6.5 Site Office. Throughout the Project, the Design-Builder shall provide and maintain a fully equipped construction office for the Project site.

2.7 Quality Control Plan

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

2.7.2 Quality Control Plan. Within ten (10) days after the Final Design Documents are approved, the Design-Builder shall update the 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 Intermediate and Final Design Documents, and in general, shall include a table of contents, quality control team organization, duties/responsibilities of quality control personnel, submittal procedures, inspection procedures, deficiency correction procedures, documentation process, and a list of any other specific actions or procedures that will be required for key elements of the Work.

2.7.3 Implementation. During the Construction Phase, the Design-Builder shall perform regular quality control inspections and create reports based on such inspections pursuant to the Quality Control Plan. These quality control reports shall be provided to the Department electronically on a daily 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 or deficiencies raised during the month and outline the steps that are being used to address such issues. Deficiencies should be corrected in accordance with Department Standard Contract Provisions Construction Contracts and Architect and Engineering Contracts **Attachments G1 and G2** respectively.

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

2.8 Reporting Requirements

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

2.8.1 Monthly Report. The Design-Builder shall provide written reports to the Department, on the progress of the entire Work at least monthly from Preconstruction NTP until Final Completion of the Project. The monthly report shall include: (i) an updated schedule analysis, including any plans to correct defective or deficient work or recover delays; (ii) an updated cost report; (iii) a monthly review of cash flow; (iv) a quality control report; and (v) progress photos.

2.8.2 Bi-Weekly Schedule Updates. The Design-Builder shall provide a Baseline Schedule update to the Department, on the progress of the entire Work at least bi-weekly, in the same format set forth in **Section 2.2.1.1** 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.

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

2.9 Project Close-out

2.9.1 Punchlist. Prior to Substantial Completion, the Design-Builder shall develop a punch list. Once the punch list is prepared, the Design-Builder shall inspect the Work along with representatives from the Department. The punch list shall be revised to reflect additional work items that are discovered during such inspection. The Design-Builder shall correct all punch list items no later than thirty (30) days after Substantial Completion is achieved.

2.9.2 Training. The Design-Builder shall provide training to Department staff on all the required systems such as revenue control and other mechanical systems on the project. The Design-Builder shall be required to schedule such training sessions and shall use commercially reasonable efforts to ensure all such training occurs prior to the Substantial Completion Date.

2.9.3 Warranties & Manuals. Following Substantial Completion Date, but no later than fifteen (15) days following the Substantial Completion Date, the Design-Builder shall prepare and submit the following documentation: (i) a complete set of product manuals (O&M), training videos, warranties, etc.; (ii) attic stock; (iii) an equipment schedule; (iv) a proposed schedule of maintenance; (v) environmental, health and safety documents; (v) "as-built" plan of the site including all the modifications performed during construction; and (vi) warranty information on all design requirements; and (vii) all applicable inspection certificates/permits, etc.

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

2.9.4 Eleven Month Walk. The Design-Builder shall use commercially reasonable efforts to schedule a joint inspection of the Project during the eleventh month after Substantial

Completion is achieved. During such inspection, the Design-Builder and a representative of the Department shall walk the Project to identify any necessary warranty work.

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

2.10 Compensation.

The Design-Builder shall be paid a Lump Sum Price to complete this Project. Such Lump Sum Price shall be a firm, fixed price to fully complete the Project's Scope of Work in accordance with the terms of the Design-Build Agreement, and shall include, but is not limited to, all design services, labor, materials, equipment, insurance and bonds. The Design-Builder 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. Design-Builder 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 Design-Builder 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.

2.11 [RESERVED]

2.12 Excluded Cost Elements

It is the Department's intent that the Design-Builder provide a turn-key solution for the implementation of the Project, and the budget set forth in **Section 1.3** has been developed based on such framework. The Design-Builder shall advance the Project in a manner consistent with such budget and the understanding that only the following cost elements are excluded from the budget set forth in **Section 1.3** of the RFP:

- a) 3rd Party Material Testing;
- b) Commissioning;
- c) 3rd Party Inspections; and
- d) 3rd Party Plan Review.

2.13 – Building Information Modeling

DGS is implementing Building Information Modeling (“BIM”) as a standard on Project. DGS’s BIM plan will facilitate more informed decision making, design-intent, communication, project coordination across various phases; enhance project delivery schedule and budget management, post-construction asset and facility management, and building automation. This will be accomplished through the real time collaboration and utilization of a common data environment.

The Department uses BIM and, as such, will require a BIM process to be followed for Project.

This process will include the following additional tasks and deliverables:

- a) an initial meeting dedicated to reviewing the BIM process and requirements for all parties as well as periodic BIM status meetings.
- b) BIM (Revit) models created during design that conform to DGS’ modeling requirements and LOD standards
- c) BIM models used during pre-construction to facilitate coordination of trades.
- d) BIM (Revit) models during pre-construction that conform to DGS’ modeling requirements and LOD standards and will allow for efficient transfer of FM data as well as to be used as backgrounds for future renovation work.

DGS will require the following Autodesk software for the design and construction phase of the Project.

2.13.1 - Software and Hardware Procurement

DGS will require the following Autodesk software for the design and construction of this Project.

- a) Design Phase – Subscriptions provided by the Design-Builder
 - a. Autodesk Revit 2018 or higher
 - b. Autodesk Collaboration for Revit (BIM 360) Design
 - c. Autodesk Navisworks Manage 2018 or higher
- b) Construction Phase – Subscriptions provided by the Design-Builder.
 - a. Autodesk Revit 2018 or higher
 - b. BIM 360 Field
 - c. BIM 360 Glue
 - d. BIM 360 Docs

DGS will require five (5) Dell Semi-Tough Tablets for use by the owner’s representatives. Accessories should include keyboards (5 total) and stylus pens (5 total).

Purchase of the software can be done on behalf of the agency and added to DGS’s master Autodesk contract (Provided at the time of purchase). All Autodesk software/subscription ownership rights will be turned over to the agency DGS.

By following this BIM standard, DGS and chosen contractors will use industry standard technology from Autodesk. It is DGS’ intent to benefit from project data ownership, greater project insight, design intent communication, project coordination across various phases, enhanced project

delivery schedule and budget management and to realize greater post-construction asset and facility management benefits throughout the lifecycle of the building.

2.14 Key Personnel of Design-Builder; Diversion

2.14.1 Identification of Key Personnel. The following individuals shall be considered key personnel (“Key Personnel”) for the Builder: (i) the Project Executive; (ii) the Field Superintendent; (iii) the Project Manager who will supervise the design and Work; and (iv) the Safety/Quality Assurance/Quality Control Manager that will manage quality control and interact with the Department’s quality control representative. The Key Personnel for the architect/engineer shall include: (i) the design principal-in-charge; (ii) the project designer; (iii) the landscape architect; (iv) the civil engineer; (v) MEP engineer and (vi) the key geotechnical engineer. 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.

2.14.2 Key Personnel Replacement Disincentive Fee. 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, then Design-Builder shall be subject to the disincentive replacement fees in the sum of Twenty Five Thousand Dollars (\$25,000) per occurrence and to be deducted from the Department’s payment(s) to Design-Builder. . The assessment of disincentive replacement fees 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.

2.15 Deliverable List

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

2.15.1 Design and Preconstruction Phase Deliverables

- a) Project Schedule.
- b) List of Long Lead Items that could adversely impact the Project’s schedule and recommendations for purchase.
- c) Concept Cost Estimate and Concept Designs.
- d) Schematic Cost Estimate and Schematic Design.
- e) Design Development Cost Estimate and Design Development.
- f) Permit Set of Construction Documents Cost Estimate and Permit Set of Construction Documents.
- g) Permit Set of Construction Documents, including DCRA plan review responses.

- h) Issued for Construction Documents.
- i) Report outlining Value Engineering strategies.
- j) Construction Phase Baseline Schedule.
- k) Statement of constructability within ten (10) days of the conclusion of the Design and Preconstruction Phase, executed by both the Design-Builder and the Project Architect/Engineer.
- l) Insurance Certificates
- m) Payment and Performance Bonds

2.15.2 Construction Deliverables

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

2.15.3 Close-Out Deliverables

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

2.16 Licensing, Accreditation and Registration

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

2.17 Conformance with Laws

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

2.18 Davis-Bacon Act

The Davis-Bacon Act is applicable to this Project. As such, the Design-Builder and its trade subcontractors shall comply with the wage requirements, as set forth in **Attachment E**, and reporting requirements imposed by that Act.

2.19 Time is of the Essence

Time is of the essence with respect to the Design-Build Agreement. The Project must be Substantially Complete by the Substantial Completion Date. As such, by submitting a Proposal, the Design-Builder agrees to dedicate such personnel and other resources as are necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

PART 3 - EVALUATION AND AWARD CRITERIA

3.1 Evaluation Criteria

Proposals will be evaluated in accordance with the following evaluation criteria:

- a) Past Performance, Relevant Experience & Capabilities of the Builder (**10 points**)
- b) Key Personnel of the Builder (**10 points**)
- c) Past Performance, Relevant Experience & Capabilities of the Architect/Engineer (**10 points**)
- d) Key Personnel of the Architect/Engineer (**10 points**)
- e) Project Management Plan & Preliminary Schedule (**30 points**)
- f) Price (**30 points**)
- g) Certified Business Enterprise (“CBE”) Preference (up to **12 points**)

The Department shall evaluate Offerors’ Proposals and any requested best and final offers (“BAFO(s)”) in accordance with the provisions of this **Part 3** and the Department’s Procurement Regulations. Proposals shall include all items outlined in **Part 5** of this RFP.

3.2 Technical Rating

3.2.1 The Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.

5	Excellent	Exceeds most, if not all requirements; no deficiencies.
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3.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror’s score for each factor. The offeror’s total technical score will be determined by adding the offeror’s score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good,” then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror’s total technical score will be determined by adding the offeror’s score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good” for the first subfactor and “Poor” for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

3.3 Evaluation Committee

Each Offeror’s Proposal shall be evaluated in accordance with this **Part 3** by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the responsive and responsible Offeror(s) whose Proposal(s) are determined by the source selection official to be the most advantageous to the Department in accordance with D.C. Official Code § 2-354.03, 27 DCMR §§ 1613.5 and 1630.5 ,and not necessarily the Offeror (s) with the highest score as evaluated per the factors in **Section 3.4** of this RFP.

3.4 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 after the oral presentation.

3.4.1 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 thirty (30) minutes.

3.4.2 Oral Presentation Schedule

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

3.4.3 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 four (4) persons. The job functions of the persons attending the presentation will be considered as an indicator of the Offeror's assessment of the key areas of responsibility that are deemed essential to the successful completion of the Project.

3.4.4 Topics

The Offeror may present information about its capabilities and special qualifications to serve as the Design-Builder for this Project, including the qualifications of its Key Personnel.

3.5 Proposal Evaluation

Each Proposal will be scored on a scale of zero (0) to one hundred twelve (**112**) points. Offerors will be eligible to receive up to twelve (12) of the one hundred twelve (**112**) points based on the Offeror's status as a CBE as outlined in **Part 4** of this RFP. The Department's evaluation shall not necessarily be limited to the information provided in the Offeror's Proposal. As part of the evaluation, the Department will also consider its own historical experience with the Offeror, and the direct experience with the Offeror of the members of the evaluation panel. The Agreement will be awarded to the responsive and responsible Offeror(s) that the source selection official determines is/are most advantageous to the Department in accordance with D.C. Official Code § 2-354.03, 27 DCMR §§ 1613.5 and 1630.5 ,and not necessarily the Offeror (s) with the highest evaluated score(s).

3.5.1 Past Performance, Relevant Experience & Capabilities of the Builder (10 points)

The Department desires to engage a Design-Builder with the experience necessary to accomplish the objectives set forth in the RFP. The construction component of each

Design-Builder will be evaluated based on their demonstrated experience in: (i) construction and renovation projects in an urban setting; (ii) construction and renovation of parking garage and utility projects; (iii) knowledge of, and access to, the local subcontracting market; (iv) knowledge of the local regulatory agencies and Code Officials; and (v) constructing projects on fast track schedules. In evaluating these sub-factors, 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 considering their role in the proposed team or Joint Venture. This element of the evaluation will be worth up to ten (10) points.

3.5.2 Key Personnel of the Builder (10 points)

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

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

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

3.5.4 Key Personnel of the Architect/Engineer (10 points)

The Department desires that the design component of the Design-Builder assign to this Project personnel who have experience in designing and completing construction projects

on-time and on-budget. The personnel so assigned should have the necessary experience and professional credentials for the role each such individual is assigned. At a minimum, the proposal should identify: (i) the project designer; (ii) the landscape architect; (iii) the civil engineer; (iv) MEP engineer and (v) the key geotechnical engineer. Offerors should provide a table that identifies the specific staff that will be assigned to this Project. The table should include: (i) the individual's name (if known); (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this project); and (iv) the time periods during which the individual will be assigned to the Project. This table should include all personnel that will be assigned to the Project. This element of the evaluation will be worth up to ten (10) points.

3.5.5 Project Management Plan & Preliminary Schedule (30 points)

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

In addition, the PMP should include a discussion outlining how the Offeror intends to implement the Project. This discussion should demonstrate an understanding of the key constraints and challenges related to the Project and how the Offeror will work to mitigate and manage these constraints and challenges. PMP needs to address major subcontractors intended to be used and what major tasks they would be assigned. Major milestones and anticipated work hours necessary to achieve the schedule will need to be detailed in the PMP. Such narratives should also include key milestone dates and an explanation of how those dates will be achieved. The narrative shall include a preliminary schedule which shall be coordinated with the approach. This element of the evaluation is worth up to thirty (30) points.

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

demonstrate that the Offeror understands the Project and has a workable method to deliver the Project in a timely manner.

3.5.6 Price (30points)

Each Offeror shall include in its Proposal a Lump Sum Price. Such Lump Sum Price shall be the Design-Builder's sole compensation to advance the design and complete the construction of the Project in accordance with the Department's goals as outlined herein and in the Design-Build Agreement. Each Offeror will be required to complete and submit with their Proposal a copy of the pricing sheet set forth as **Attachment B**. The pricing sheet shall be submitted as part of Volume 2 (i.e. the price proposal) as more fully described in **Part 5** of this RFP. Price will be worth up to twenty (20) points.

3.5.7 CBE Preference (12 points)

The remaining twelve (12) points will be awarded based on the Offeror status as a Small Business Enterprise ("SBE")/Certified Business Enterprise ("CBE") as outlined in **Part 4** of this RFP.

PART 4 - ECONOMIC INCLUSION

4.0 Preference for Small, Local, and Disadvantaged Business Enterprises

General: 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 (“SBE”), 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:

- (A) Three (3) points for a small business enterprise;
- (B) Five (5) points for a resident-owned business;
- (C) Five (5) points for a longtime resident business;
- (D) Two (2) points for a local business enterprise;
- (E) Two (2) points for a local business enterprise with its principal office located in an enterprise zone;
- (F) Two (2) points for a disadvantaged business enterprise;
- (G) Two (2) points for a veteran-owned business enterprise; and
- (H) Two (2) points for a local manufacturing business enterprise.

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

4.1 Preferences for Certified Joint Ventures

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

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

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

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

4.2 Subcontracting Plan

An Offeror responding to this RFP which is obligated to subcontract shall be required to submit with its Proposal, any subcontracting plan required by law. Offeror’s responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law. If the Agreement is in excess of (\$250,000), at least (35%) of the dollar volume of the Agreement shall be with certified small business enterprises (SBE), The subcontracting plan form is provided in **Attachment H**.

4.2.1 Mandatory Subcontracting Requirements

- a) Unless the Director of the DSLBD has approved a waiver in writing in accordance with D.C. Official Code § 2-218.51, for all contracts in excess of \$250,000, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to SBEs.
- b) If there are insufficient SBEs to completely fulfill the requirement of paragraph **(a)** of this **Section 4.2.1** above, then the subcontracting may be satisfied by subcontracting (35%) of the dollar volume to any qualified CBEs; provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- c) A Design-Builder (or “Prime Contractor” for purposes of this **Part 4**) that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of paragraphs (a) and (b) above of this **Section 4.2.1**.
- d) Except as provided in paragraphs (e) and (g) below of this **Section 4.2.1**, a Prime Contractor that is a CBE and has been granted an proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least (35%) of the contracting effort with its own organization and resources and, if it subcontracts, (35%) of the subcontracting effort shall be with CBEs. A CBE Prime Contractor that performs less than (35%) of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- e) 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.

- f) Each CBE utilized to meet these subcontracting requirements shall perform at least (35%) of its contracting effort with its own organization and resources.
- g) 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 Agreement is one (\$1) million dollars or less.

4.2.2 Subcontracting Plan Requirements

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

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

4.2.3 Copies of Subcontracts

Within twenty-one (21) days of the date of award, the Prime 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 Department of Small and Local Business Development.

4.2.4 Subcontracting Plan Compliance Reporting

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

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

4.2.5 Annual Meetings

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

4.2.6 DSLBD Notices

The Prime Contractor shall provide written notice to the Department of Small and Local Business Development and the District of Columbia Auditor upon commencement of the Agreement and when the Agreement is completed.

4.2.7 Enforcement and Penalties for Breach of Subcontracting Plan

A Prime Contractor shall be deemed to have breached a subcontracting plan required by law, if the Prime 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. A Prime 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. If the CO determines the Prime 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 the Standard Contract Provisions for Construction and Architect and Engineering contracts, **Attachments G1 and G2 respectively**. Neither the Prime Contractor nor its subcontractor may remove a subcontractor or tier-subcontractor if such subcontractor or tier-subcontractor is certified as an LSDBE company unless the Department approves of such removal, in writing. The Department may condition its approval upon the Prime Contractor developing a plan that is, in the Department’s sole and absolute judgment, adequate to maintain the level of LSDBE participation on the Project.

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

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

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

4.4 Apprenticeship Act

The District of Columbia Apprenticeship Act of 1946, D.C. Official Code §§ 32-1401 *et seq.* ("Act"), as amended, may apply to this Project. All subcontractors selected to perform work on the Project on a craft-by-craft basis shall be required to comply with this Act. All terms and

conditions of the Act, D.C. Apprenticeship Council Rules and Regulations, as well as any federal requirements, shall be implemented. The Design-Builder shall be liable for any subcontractor non-compliance.

PART 5 - PROPOSAL ORGANIZATION AND SUBMISSION

5.0 General

This part outlines specific information necessary for the proper organization and manner in which Offerors' Proposals should be proffered. References are made to other sections in this RFP for further explanation.

5.1 Submission Identification

Submissions shall be proffered in a complete original proposal (Technical and Price Proposals); one (1) copy of the Price Proposal; and five (5) copies of the technical portion of the Proposal as outlined below; an electronic copy of the complete original proposal either on USB flash drive or CD-ROM shall also be provided. The Offeror's original Submission shall be placed in a sealed envelope conspicuously marked: **"Proposal for Design-Build Services, Redevelopment St. Elizabeths East Campus Parcel 6 Parking Garage- DCAM-20-CS-RFP-0005"**

5.2 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

5.3 Date and Time for Receiving Submissions

Submissions shall be received in the place identified in **Section 5.2** of this RFP no later than 2:00PM on **November 26, 2019** The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

5.4 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" x 17" bond paper, but shall be folded to a size of 8-1/2" x 11". 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. Offers are requested to use the same labels and headings as the RFP**

and to be clear in the organization of submissions. The Submission shall be organized as follows:

5.4.1 Executive Summary of Proposal

Each Offeror should provide a Proposal executive summary of no more than three pages of the information contained in **Section 5.4.1.1**.

5.4.1.1 General Team Information and Firm(s) Data

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

- a) Name(s), address(es), and role(s) of each firm (including all sub-consultants)
- b) Firm profile(s), including:
 1. Age.
 2. Firm history(ies).
 3. Firm size(s).
 4. Areas of specialty/concentration.
 5. Current firm workload(s) projected over the next year.
 6. A list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Department and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting a Proposal to this RFP need be listed.
 7. Identification of the single point of contact for the Offeror.

5.4.2 Past Performance, Relevant Experience & Capabilities

Past Performance, Relevant Experience & Capabilities should contain information requested in **Section 3.5.1** and **Section 3.5.3** of the RFP. In addition the Offeror shall provide the following:

- a) Detailed descriptions of no more than four (4) projects that best illustrate the Builder's experience and capabilities relevant to this Project and no more than four (4) projects that best illustrate the Architects' experience and capabilities relevant to this Project. For each such project, the Offeror should provide the information requested below:
 1. The name and location of the project.
 2. A short narrative of the scope of the contractor's work on the project.
 3. The delivery method implemented on the project.
 4. The start and end dates for construction.

5. The date of contractor's engagement and point during the design process at which contractor was engaged (e.g., design 50% complete; design 100% complete, etc.).
 6. The initial substantial completion date and initial contract value, also noting the contract type (i.e., GMP, NTE or Lump Sum).
 7. The level of completion of design documents that the initial contract value was based on.
 8. The proposed substantial completion date and the final contract value.
 9. The actual substantial completion date and the final contract value.
- b) The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms **Attachment K**, are completed and submitted on behalf of the Builder and Architect directly to the Department's POC stated in **Section 1.7** by the due date for Proposals as specified in **Section 5.3**.
- c) If the Offeror is a team or Joint Venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or Joint Venture in light of their role in the proposed team or Joint Venture.

5.4.3 Key Personnel

Key Personnel should contain information requested in **Section 3.5.2** and **Section 3.5.4** of the RFP. In addition, the Offeror shall provide the following:

- a) An organizational chart showing all staff to work on the project. The chart should provide the names and titles for each staff and the reporting lines of accountability within the offeror's team.
- b) 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. The percentage of time that will be devoted by the individual to the Project. This should be identified for each phase of the Project.
 4. The individual's resume. Resumes should indicate the individual's experience on the four (4) relevant projects and identify the role of the individual in each past project noted on the resume. The resume should also clearly identify how long the individual has worked in the construction industry and should indicate the number of years of experience in his or her current role and the prior roles.
 5. The individual's current workload over the next year.
- c) A chart showing the experience that the key team members have working together

5.4.4 Project Management Plan and Preliminary Schedule

The Project Management Plan and Schedule should contain the information requested in **Section 3.5.5** of the RFP.

5.4.5 Price Proposal

The Price proposal shall be organized as follows:

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

PART 6 - OFFEROR PROCEDURES & PROTESTS

6.0 Contact Person

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

6.1 Preproposal Conference and Site Visit

A preproposal conference will be held on **November 12, 2019** at **10:30AM**. The conference will be held at the DGS Capital Construction Division, 1250 U Street, NW 4th Floor Conference Room. While attendance is not mandatory, interested Offerors are strongly encouraged to attend. A Site Visit will be conducted on **November 12, 2019** at **2:00PM**. The Site Visit will be held at the corner of Cypress Street and the temporary extension of 13th Street in SE Washington, DC.

6.2 Explanations to Prospective Offerors

Each Offeror should carefully examine this RFP and all amendments, addenda or other revisions, and thoroughly be familiar 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 RFP shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Department that information is necessary in proffering Submissions or if the lack of information would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the Agreement shall not be binding.

Requests should be directed to the Department's POC at the address listed in **Section 1.7** no later than **4:00PM** on **November 15, 2019**. The person making the request shall be responsible for prompt delivery.

6.3 Protests

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

6.4 Contract Award

This procurement is being conducted in accordance with D.C. Code § 2-354.03 and the provisions of Title 27 DCMR §§ 4700, et seq., of the Department's Procurement Regulations. Responses to the RFP shall be in the form of competitive sealed Proposals and the Agreement shall be awarded based on the Proposal that is the most advantageous to the Department, or in the event of more than one award, the Proposals that are the most advantageous to the Department. The RFP sets forth the evaluation factors and indicates the relative importance of each factor. The RFP contains

a statement of work or other description of the Department's specific needs, which shall be used as a basis for the evaluation of the Proposals. Price will be evaluated; however, while price or total cost to the Department may be an important or even deciding factor in most source selections, the Department may select the source whose Proposal is most advantageous in terms of technical merit and other factors. As such, the Agreement contemplated hereunder will be awarded to the Offeror whose competitive sealed Proposal is determined by the source selection official to be the most advantageous to the Department considering technical merit and other factors.

6.5 Retention of Proposals

All 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 reserve the right to distribute or use such information as it determines.

6.6 Examination of Proposals

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

6.7 Late Proposals: Modifications

- a) Any Proposal Submission or BAFO received at the office designated in **Section 5.2** after the time specified in **Section 5.3** shall not be considered.
- b) Any modification of a Proposal Submission, including a modification resulting from the CCO's requests for BAFOs, is subject to the same conditions as in **Section 6.7 (a)** stated above.
- c) The only acceptable evidence to establish the time of receipt at the Department's designated office is the time-date stamp of such installation on the Submission wrapper or other documentary evidence of receipt maintained by the installation.
- d) Notwithstanding any other provisions of this RFP to the contrary, a late modification of an otherwise successful Submission which makes its terms more favorable to the Department may be considered at any time as 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.

6.8 No Compensation for Preparation of Proposals

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any 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.

6.9 Rejection of Proposals

The Department reserves the right, in its sole discretion:

- a) To cancel this RFP, in whole or in part, at any time before the opening of Proposals and/or reject all Proposals.
- b) To reject Proposals that fail to prove the Offeror's responsibility.
- c) To reject Proposals that contain conditions and/or contingencies that in the Department's sole judgment, make the Proposal indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- d) To waive minor irregularities in any Proposal provided such waiver does not result in an unfair advantage to any Offeror.
- e) To take any other action within the applicable Procurement Regulations or law.
- f) To reject the Proposal of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such Proposal
- g) To reject Proposal that indicates a lack of understanding of any aspect of the Project.
- h) To reject Proposals that are too costly, financially or otherwise, to the Department relative to other Submissions and the Project budget.
- i) To reject Proposals where the Offeror has altered any pricing element or line item by Thirty Percent (30%) from the initial Proposal or median price for that pricing element or line item in response to a Request for a best and final offer.
- j) To reject Proposals that are deemed non-responsive.

6.10 Limitation of Authority

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

6.11 Non-Responsive Proposals

6.11.1 Reserved

6.11.2 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 **Attachment C**.

6.11.3 Exceptions. The Department may consider a proposal non-responsive if the Offeror identifies any changes or exceptions to the Standard Contract Provisions, Construction and Architect and Engineering contracts, **Attachments G1 and G2** respectively, the Agreement, and/or the Letter Contract.

6.11.4 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.

PART 7 – DESIGN-BUILD AGREEMENT

7.0 Contract Documents

The Design-Build Agreement (“Form of Contract”) and the Letter Contract will be issued via Addendum to the RFP as **Attachment L** and **Attachment M**, respectively. The Standard Contract Provisions, for Construction and Architect and Engineering services contracts are attached hereto as **Attachments G1** and **G2** respectively. Offerors should carefully review the Design-Build Agreement and Standard Contract Provisions when submitting their Proposals. To the extent there are any ambiguities or inconsistencies between this RFP, the Standard Contract Provisions and Design-Build Agreement shall have precedence. Offerors are advised that they are required to submit their Proposals premised upon agreeing to the terms of the Standard Contract Provisions; and if chosen as the selected Offeror, entering into a Letter Contract, and subsequently, the Design-Build Agreement. **A proposal that identifies or describes changes or exceptions to the Standard Contract Provisions may be deemed non-responsive.**

PART 8 - INSURANCE REQUIREMENTS

8.1 REQUIRED INSURANCE

The Design-Builder (or “Contractor” for the purpose of this **Part 8**) at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers’ compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor’s and its subcontractors’ Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor’s and its subcontractors’ liability policies (except for workers’ compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

8.1.1 Commercial General Liability Insurance (“CGL”) - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

The vendor should be named as an additional insured on the applicable manufacturer’s/distributor’s Commercial General Liability policy using Insurance Services Office, Inc. (“ISO”) form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

8.1.2 Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

8.1.3 Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

8.1.4 Employer’s Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer’s liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by this paragraph 8.4 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

8.1.5 Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3rd party fidelity to cover the dishonest acts of Contractor's, its employees and/or volunteers which result in a loss to the District. The Government of the District of Columbia shall be included as loss payee. The policy shall provide a limit of \$50,000 per occurrence.

8.1.6 Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

8.1.7 Environmental Liability/Contractors Pollution Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of environmental liability insurance covering losses caused by pollution or other hazardous conditions arising from ongoing or completed operations of the Contractor. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), clean-up costs, transit and non-owned disposal sites. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements. There shall be neither an exclusion nor a sublimit for mold or fungus-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous completed operations coverage will be maintained for at least ten (10) years or an extended reporting period shall be purchased for no less than ten (10) years

after completion.

The Contractor also must furnish to CO Owner certificates of insurance evidencing environmental liability insurance maintained by third party transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.

8.1.8 Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts, whether between employees of contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.

8.1.9 Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$2,000,000 per claim or per occurrence for each wrongful act and \$4,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.

8.1.10 Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$15,000,000 per occurrence and \$15,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance

maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

8.2 Construction Projects Controlled by the District

For construction projects controlled by the District, the District will procure the following policies with the District listed as the first named insured. Since the District will control the placement of the policies, the District should not contractually bind itself to secure coverage broader than the minimum that satisfy the interests of the Contractor.

8.2.1 Builders Risk – The District shall purchase and maintain, in a company authorized to do business in the jurisdiction in which the project is located, builders risk insurance, written on an “all risk”, special causes of loss or equivalent form. Builders risk coverage will include boiler and machinery / equipment breakdown, earthquake and flood perils. Building ordinance and terrorism coverage will be included.

The deductible shall not exceed \$25,000 except for earthquake, flood, windstorm, water damage or other perils at the discretion of the District and as available in the insurance industry.

The Project limit shall equal the replacement value of the structure, including coverage for property in transit and stored off premises.

At the discretion of the District, builders risk coverage will extend to soft costs and delayed completion.

Builders risk insurance shall include the interests of The Government of the District of Columbia, the Contractor, Subcontractors and Sub – subcontractors in the Project.

8.3 PRIMARY AND NONCONTRIBUTORY INSURANCE.

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

8.4 DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

- 8.5** **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- 8.6** **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- 8.7** **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the Contract price.
- 8.8** **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the Contract.
- 8.9** **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:

**The Department of General Services
Franklin Austin, CPPB, CPM
Contracting & Procurement Division
1250 U Street, NW | 3rd Floor
Washington, DC 20009
Desk: 202-727-7128
Franklin.Austin5@dc.gov**

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of

insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- 8.10 DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this Contract.
- 8.11 CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

PART 9 - BOND REQUIREMENTS

9.0 Bid Bond

Each Offeror shall be required to submit with its Proposals a bid bond in the amount of five percent (5%) of the total Lump Sum Price set forth in the Offeror's Proposal, in the form included as **Attachment F**. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties. Alternatively, Offerors may submit a cashier's check in lieu of a bid bond. However, in the event an Offeror who is awarded the Agreement fails to post a payment and performance bond for the full value of the Agreement, the Offeror shall 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 N** and return, notarized, with the Offeror's Proposal.

9.1 Trade Subcontractor Bonds

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

9.2 Contractor's Payment and Performance Bond

In addition to the trade subcontractor bonds required by **Section 9.1**, the Design-Builder will be required to post a payment and performance bond having a penal value equal to the Lump Sum Price agreed upon between the Design-Builder and the Department, at the time the Agreement is executed.

PART 10 - MISCELLANEOUS PROVISIONS

10.0 Conflict of Interest

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

10.1 Definitions

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

10.2 Abbreviations

The following are abbreviations used throughout this RFP:

CPM	Critical Path Method
LEED	Leadership in Energy & Environmental Design
NTP	Notice to Proceed
RFP	Request for Proposals
OP	Office of planning
CO	Contracting Officer
CCO	Chief Contracting Officer
CA	Contract Administrator
CFA	Commission of Fine Arts
COTR	A Contracting Officer's Technical Representative
CBE	A Certified Business Enterprise
SBE	Small Business Enterprises

PART 11 - ATTACHMENTS

Attachment A	Project Specific Attachments A1 – Siting Plans and Specifications for Parcel 6 Parking Garage A2 – Conceptual Civil Plans and Specifications for Parcel 6 Parking Garage A3– Geotechnical Data Report for the Parcel 6 Parking Garage A4 – AIA Table of Contents A5 – AIA Master Specifications A6 – Special Instructions A7 – Master Specifications Premium A8 – Phase 1 ESA Report A9- Phase II ESA Report
Attachment B	Form of Offer Letter
Attachment C	Bidder/Offeror’s Certification Form
Attachment D	Tax Affidavit
Attachment E	Davis-Bacon Wage Rates
Attachment F	Bid Bond Form
Attachment G	Standard Contract Provisions General Provisions G1 - Construction Contracts G2 - Architectural & Engineering Services Contracts)
Attachment H	SBE Subcontracting Plan
Attachment I	First Source Employment Agreement and Employment Plan
Attachment J	2019 Living Wage Act
Attachment K	Past Performance Evaluation Form
Attachment L	Form of Contract Design-Build Agreement (will be issued via Addendum)
Attachment M	Form of Notice to Proceed and Letter Contract (will be issued via Addendum)
Attachment N	Bid/Proposal Guarantee Certification
Attachment O	Conflict of Interest Disclosure Statement
Attachment P	Release of Lien Forms
Attachment Q	EEO Policy Statement
Attachment R	Certification to Furnish Performance & Payment Bond
Attachment S	National BIM Guide