

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



**REQUEST FOR PROPOSALS
DESIGN-BUILD SERVICES
FOR
DDOT W STREET NE YARD IMPROVEMENTS**

February 10, 2021

Solicitation Number: DCAM-21-CS-RFP-0001

Proposal Due Date: March 18, 2021 at 2:00 P.M.

Pre-Proposal Conference: February 18, 2021 at 11:00 A.M.

Site Visit: February 19, 2021 at 12:00 P.M.

Questions are Due: March 1, 2021 at 2:00 PM

Pre-Proposal Conference and Site Visit to be held at:

See Part 5 – 5.6

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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 soliciting a Design-Builder to design and build/upgrade the W Street NE Field Office Facility. This includes design and construction/installation of a new prefab modular structure office building to replace the current seven trailer units to provide offices and support spaces for employees of the Department of Transportation (“DDOT”). The major goals for this project are to upgrade and improve the functions of the programmed and service spaces, revitalize areas that may be better utilized and enhance the operational function of the site (the “Project”).

The new two-story prefab building will be 10,000 SF of usable space (excluding ramps and stairs) and will include, but is not limited to, adequate space for open plan office space, private offices, conference/training rooms, office/strategy rooms, furniture, fixtures, and equipment (“FF&E”), bathrooms/locker rooms as well as administrative space allowing for efficient processing of employees during shift changes, special events, weather emergency deployments or District emergencies.

1.1 Project Background

The W Street NE Field Office Building is located at 1241 W Street NE, Washington, DC (the “Property” or “W Street Yard”). The site operates as a paving and snow operations facility for DDOT on District owned property, a portion of Lot 239 in Square 4107.

The existing facility on the W Street Yard which totals approximately 10,000 SF currently houses 40 heavy trucks, 60 light vehicles, 30 pieces of various paving and milling equipment, and arboricultural equipment and has a rain protected materials storage area. In addition, the site provides space for about 100 DDOT employees that operate the machinery and heavy equipment and perform multiple functions related to snow, paving and urban forestry operations for DDOT. The new modular building will be a type VB, two story structure and provide usable space of 10,000 SF.

1.2 Project Budget and Funding Limitations

The Department has an approved construction budget of **\$4.2 million dollars** for all hard and soft costs for this Project. Accordingly, offerors are to base their proposals not to exceed this amount. Without limiting the generality of the foregoing, the Design-Builder shall be required to provide all management, personnel, design services, labor, materials, permitting and equipment necessary to

complete this Project. Upon award, the Agreement for design-build services will be submitted to the Council of the District of Columbia for approval.

1.3 Milestones and Substantial Completion Date

The final Design Development submittal is required three (3) months after notice to proceed (“NTP”) and final Construction Documents submittal is required one (1) month thereafter. It is expected that the construction of W Street Yard building improvement work would be substantially complete no later than Twelve (12) months from NTP (the “Substantial Completion Date”).

1.4 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.

Design-Builder is to fully design a prefabricated modular building system suitable for the transportation and arboriculture work of DDOT that allows for streamlined and phased installation and construction. The W Street Building improvement design must integrate modular buildings on site in such a way that allows safe operation and movement of the equipment, parking and adequate circulation of employees during shift changes and weather emergencies. It is to be built to District standards and comply with all applicable District laws and regulations.

The Design-Builder will be required to demolish the existing facility, and design and construct the new modular building and facility for an amount that does not exceed the agreed upon Guaranteed Maximum Price (“GMP”). The design, construction, modification, and revitalization will include but is not limited to, storm water management system, overall project landscaping, site furnishings, amenities, signage, and hardscaping. Without limiting the generality of the foregoing, the Design Builder shall be required to provide all management, personnel, design services, labor, materials and equipment necessary to complete the Project. All work shall be code compliant and installed per DGS and DDOT standards, specifications, manufacturer recommendations and applicable industry standards.

Substantial Completion Date for the Project is Twelve (12) months from NTP.

The Department has established the following preliminary milestone dates for the design phase. While the Department is amenable to shifting the interim design milestones dates, the Department requires that the permit documents submission milestone is adhered to. Any shift in the interim design milestones dates must be approved by DGS and must provide for the durations for DDOT and DGS design reviews reflected in the milestone schedule below.

| Activity/Milestone | Week(s) from NTP | Milestone Date |
|---|-------------------------|-----------------------|
| Schematic Design Submission | 6 | |
| Schematic Design Review | 10 | |
| Design Development Submission | 15 | |
| Design Development Review | 13 | |
| Permit Set – 90% CDs submission | 15 | |
| Permit Documents Submission 100% CDs submission | 16 | |
| Construction Start | 17 | |
| Substantial Completion | 43 | |
| Final Completion | 54 | |
| Administration Completion | 60 | |

1.5 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.

| | |
|--|----------------------------------|
| RFP Advertisement: | February 10, 2021 |
| Pre-Proposal Conference & Site Visit: | February 18, 2021 |
| RFP Questions due to the Department: | February 18 & 19 2021 |
| Post RFI Responses/Addendum | March 1, 2021 |
| Proposals Due date: | March 8, 2021 |
| Notice of intent to award | March 18, 2021 |
| Notice to Proceed / Letter Contract | April 6, 2021 |
| | April 30, 2021 |

PART 2 - PROJECT REQUIREMENTS

2.0 Scope of Work

Under this RFP, the Department will engage a Design-Builder to provide any and all design and construction services required to design and complete the Project. The Project shall be complete, operating and ready for use on or before the Substantial Completion Date and within the Project's budget as specified in this RFP. The Project is located at the 1241 W St NE Washington, DC 20018.

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

- a) To confirm the design and construction of the Project in accordance with the RFP Documents.
- b) To provide all design services and construction management services necessary to implement the goals of the Project inclusive of, but not limited to, the following: civil, architectural, electrical, structural, plumbing and mechanical design services as required for the Project; construction management services inclusive of budgeting, develop a GMP proposal for the project, value engineering ("Value Engineering"), scheduling, project administration, management and coordination of sub-contractors.
- c) Provide a site survey for the existing conditions during pre-construction. The survey is to include all utilities, storm drain inlets, and to conduct subsurface investigation work and any other below grade infrastructure 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
- e) Permitting: The Design-Builder shall be responsible for obtaining and paying for all permits including trade permits and overseeing design drawings to maintain compliance with municipal agencies, DCRA and all applicable local utility companies.
- f) The Design-Builder will review the contract documents and preform a value engineering effort in a design to budget effort per the owner's direction.
- g) The Design-Builder to provide an updated estimate to go along with the design at SD, DD and CD, as this is a design to budget project.
- h) The Design-Builder will be required to submit a preliminary construction schedule with their proposal that will include a Value Engineering exercise.
- i) The Design-Builder is to work with the design team to provide the owner with a punch list during the project close out as described below.

2.1 Design-Builder's Duties; General Intent

The Design-Builder will be required to work with the Department of General Services and DDOT through a collaborative design process to develop a schematic design for the Project in accordance with the available budget. The Design-Builder will be required to engage in extensive preconstruction efforts to ensure that the design is developed in a manner consistent with the Department's goals for the Project (e.g., programmatic, budgetary, schedule and

quality); to solicit competitive trade bids for the construction work and to develop an acceptable guaranteed maximum price and corresponding scope and schedule for the work; and to implement the requisite construction and other work necessary no later than the before mentioned substantial completion date.

2.2 Design and Preconstruction Phase

2.2.1 Initial Deliverables.

The Design-Builder is to include the manufacturer of the modular office buildings in its proposal and shall engage them directly after NTP.

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

2.2.1.1 Baseline Schedule. Within 14 days after the 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 DGS and the Design-Builder shall incorporate such adjustments to the Baseline Schedule as may be reasonably requested by the Department. The Baseline Schedule shall be prepared in a critical path method ("CPM") in a sufficient level of detail to permit the Department and the Design-Builder and any other affected parties to properly plan the Project. The Baseline Schedule shall show: (i) key design milestones and bid packages; (ii) release dates for long lead items; (iii) release dates for key subcontractors; and (iv) Substantial and Final Completion Dates. The Baseline Schedule shall include durations and logic ties for all building systems that the Design-Builder will install.

2.2.1.2 Schematic Design. The first phase of the project will include the preparation of a schematic design and program development. No later than six (6) weeks after the NTP is issued, the Design-Builder shall prepare and submit a proposed schematic design for the Project. The schematic design shall contain at least the level of detail contemplated in standard industry practice and shall contain such detail as is typically required for a schematic design under standard industry practice. The Department shall have the right to disapprove the schematic design submittal for any reason. Following review of the schematic design submission by DDOT 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 DDOT 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 schematic design services shall include but are not limited to the following:

- a. Conduct meetings with the DGS representatives to confirm and verify facility requirements on a space-by-space basis.
- b. Conduct focus meeting to develop scope and solicit input.
- ☞ Conduct life safety/building code analysis to verify compliance of design with

all current applicable codes recently adopted and/or adopted by Washington, DC.

- d. Participate in Value Engineering workshops, as required, with the DGS representatives.
- e. Survey existing facility to confirm locations and types of hazardous materials to be abated or mitigated.
- f. Conduct a complete survey of the site as required to successfully demolish existing trailers and construct the new modular building. At a minimum, the survey shall include existing condition of the building and documentation of existing condition. Design-Builder shall be responsible for the collection, assessment, and verification of existing conditions.
- g. Perform value-engineering on MEP systems and recommend selection.
- h. Confer with the Department's IT representatives/consultants to verify technological requirements for the Project.

2.2.1.3 Preliminary Budget Estimate. Concurrently with the delivery of the schematic design, the Design- Builder shall submit a detailed cost estimate of the proposed design (such estimate, the "Preliminary Budget Estimate"). With regard to building systems (i.e. roofs, doors, HVAC, security, IT, etc.), the Preliminary Budget Estimate shall be prepared on a "system" basis that identifies the key building systems or functions and allocates an estimated cost for each such system. The Design-Build Fee, the cost of general conditions, and contingencies shall be broken out in separate line items. The primary purpose of the Preliminary Budget Estimate is to aid the Department and DDOT in understanding the costs associated with key elements of the Project to better prioritize and manage the use of the funding allocated to this Project.

2.2.1.4 Baseline Budget and Program. The Department shall provide the Design-Builder with a baseline budget and program and comments on the schematic design. Such approval shall be provided (or signed by) the Department's Deputy Director for Capital Construction (the "Deputy Director"). In the event the Design-Builder does not receive such approval within fourteen (14) days after submitting the Preliminary Budget Estimate, it shall so advise the COTR, the Deputy Director and the contracting officer ("Contracting Officer" or "CO") in writing of such failure and request direction. If the Design- Builder fails to provide such notice, the Design-Builder will be proceeding at its own risk and will be responsible for any redesign costs associated with budget revisions.

2.2.1.5 Construction Management Plan. The Design-Builder shall submit a draft of its construction management plan ("Construction Management Plan") within fourteen (14) days after the 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, designing, planning, 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.

2.2.2 Design Management

Between the time the NTP is issued and the time the GMP is accepted by the Department, the Design-Builder shall use commercially reasonable best efforts to ensure that: (i) the design evolves in a manner that is consistent with the Department's budget and programmatic requirements, as the same were defined and established by the Department at the end of the schematic design; (ii) the design work is properly coordinated; and (iii) the required design deliverables are produced on or before the dates contemplated in the Project schedule. As part of this undertaking, the Design-Builder shall provide the following:

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

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

- a. Further develop schematic plans and incorporate design changes.
- b. Conduct meetings to solicit input and keep constituents informed throughout the development of the project.
- c. Prepare necessary presentation materials (renderings and models) to communicate design intent and obtain approval of design direction.
- d. Continue development of phasing plan based on the approved CD, to accommodate the project's needs.
- e. If it is necessary for Project early inquiry with Public Utility Companies PEPCO and Washington Gas as well as Verizon should be conducted.
- f. Conduct DOEE, DCRA, DDOT, and DC Water Preliminary Design Review meetings.

2.2.2.2 Schematic Budget Update. Concurrent with submission of the schematic design, the Design Builder shall submit a budget update. The budget update shall be submitted in the same

format as the Preliminary Budget Estimate and shall show variations from Preliminary Budget Estimate. To the extent the budget update shows an overrun from the approved budget, the Design-Builder shall submit value engineering suggestions that would return the Project to budget. Only the Department shall have the authority to increase the Project budget, and absent such direction, the Design-Builder shall proceed on the assumption that the budget remains as originally directed by the Department.

2.2.2.3 Constructability/Sole Source/Long-Lead Time Memorandum. Concurrently with the Schematic Design Budget Estimate, the Design-Builder shall prepare a memorandum identifying key construction concerns related to the Project. Such memorandum shall: (i) assess the constructability issues related to the Project, including site logistics; (ii) identify any items where the design is predicated on a single manufacturer and, if so, identify at least two (2) comparable products; and (iii) identify any long-lead delivery items that could adversely affect the schedule contemplated in this RFP. To the extent any such long-lead items are identified, the memorandum shall make recommendations for addressing such items.

2.2.2.4 Design Development.

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

The specific services required during this phase are:

- a. Select and confirm manufacturer’s product with draft outline specifications for modular buildings, materials, systems, equipment.
- b. Conduct complete site surveys (geotechnical, HAZMAT, Utilities, etc.) as needed.
- c. Develop detailed and dimensioned plans, wall sections, building section, and schedules.
- d. Complete code compliance analysis and drawing.
- e. Confirm space-by-space equipment layouts with representatives from DDOT/DGS.
- f. Conduct follow up meetings with agencies as required.
- g. Coordinate furniture, fixtures, and equipment requirements (“FFE”). Design documents should be sufficient to provide for the purchase and installation of all FFE for the building.
- h. Developed design requirement for the building are as followed:

- 1) Roll call/training/meeting conference room to accommodate no less than 50 employees
 - Rolling tables and stackable chairs
 - Divider for the room
- 2) Two (2) Strategy rooms
 - Both to accommodate no less than 15 employees
- 3) Ten (10) Private offices
- 4) Ten (10) Open offices for cubicles
- 5) Exercise room
- 6) Designated Administration Space
- 7) Locker Rooms (Male and Female)
 - i. Male locker room to accommodate no less than 50 employees
 - ii. Female locker room to accommodate no less than 25 employees
 - Both locker rooms to include:
 - Changing area
 - Double stacked lockers
 - Showers
 - Toilet and stalls (ADA compliant)
 - Sinks with mirrors
- 8) Two (2) Gender neutral bathrooms with shower
- 9) Two (2) Kitchenette on each floor
 - One near the conference room
 - To include sink, pantry and basic appliances
- 10) Janitors Closet
- 11) Outdoor patio area with picnic tables for no less than 25 people
- 12) Two (2) Material Storage no less than 20' x 20' for equipment
 - To be climate controlled and to include tool storage, overhead door storage for daily usage
- 13) One (1) Storage for UFA no less than 20' x 20'
 - Lights and outlets to be provided
- i. Present the design DDOT and other regulatory agencies as required.
- j. Contractor is responsible for coordinating with sub-consultants for storm water management, and other specialized work, as necessary.

The Design-Builder shall present the overall project design to the Department of Transportation (DDOT) and the Department of General Services for reviews and approvals prior to any work commencing.

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

schedule.

2.2.2.6 Early Release/Abatement & Demolition

2.2.2.6.1 Abatement & Selective Demolition. Once the schematic design has been approved, the Department may release the Design-Builder to commence hazardous material abatement and interior demolition, or other early activities, as applicable. It is envisioned that this work may be released in advance of the GMP.

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

2.2.2.7 Construction Documents

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

2.2.2.7.1 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.

2.2.2.7.2 GMP Formation: Based on any value engineering, scope modifications and approved changes in the Project Budget, the Design-Builder shall prepare and submit to the Department . The Department's GMP proposal shall represent the Design-Builder's offer to Fully Complete the Project. The GMP proposal shall include: (i) the Design-Build Fee, the cost of general conditions, and contingencies shall be broken out in separate line items; (ii) a detailed CPM schedule; (iii) a listing of the drawings upon which the GMP is based . The GMP Proposal will include an agreed upon protocol for the manner in which construction administration services will be provided. In the event that the Department and the Design-Builder are unable to agree upon a GMP or schedule for the Project, the Department shall have the right to terminate the contract and assume any trade subcontracts held by the Design-Builder.

2.2.2.7.3 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 for such package. The Design-Builder shall issue one or more set of permit documents to the Department for its review and approval ("Permit Set"). The Permit Set shall represent the further progression of the approved DDs together with any value engineering strategies approved by the

Department. The Permit Set shall be Construction Documents progressed to approximately 90% completion of those required in a traditional Design/Build delivery method. With regard to each such set, the Design-Builder shall highlight (or bubble) any aspect of the design that represents a material deviation from the approved Design Development Documents and shall address in a narrative format the impact, if any, such departure shall have on the Project's aesthetics, functionality or performance. The Department shall have the right to disapprove the Construction Documents for any reason. If the Department disapproves the Construction Documents, the Design- Builder will not be entitled to any additional compensation

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

- a. Continue to prepare detailed and coordinated drawings, specification.
- b. Prepare application and submit documents for building permit.
- c. Upload all documents to DCRA's permit document review website in accordance with their instructions.
- d. Prepare and submit early-release excavation, foundations, concrete and steel packages, if needed.
- e. Prepare and submit DC Water permit application packages (all permit types that may be required) and DOEE Storm Water Management and Green Area Ratio packages for review and approval.
- f. Prepare DDOT public space modifications package for submission to and approval by DDOT Public Space Committee, participate in Committee meetings as necessary.
- g. Prepare all traffic control plans required to obtain relevant DDOT permit approvals at all stages of the project, as required.

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

2.2.2.7.4 Code Review. The Design-Builder shall submit the Permit Set to the Department of Consumer and Regulatory Affairs ("DCRA") in order to obtain the necessary building permits to construct the Project. The Design-Builder shall monitor the permit process and shall incorporate any changes or adjustments required by governmental authorities having jurisdiction over the Project. The Design- Builder shall also issue any such changes to the Department for its review and approval. In this submittal, the Design-Builder shall highlight (or bubble) any aspect of the design that represents a material deviation from the permit set documents and shall address in a narrative format the impact, if any, such departure shall have on the Project's aesthetics, functionality or performance. Subsequent to obtaining the necessary building permits, the Design-Builder shall prepare one or more sets of "issued for construction documents" (the "IFC Set(s)").

2.2.2.7.5. 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

Design-Builder shall provide all labor, equipment and materials as required for the demolition of the existing facilities and the construction of the new modular building, including but not limited to: Layout and staking; Erosion and sediment control; Site clearing (e.g., demolition, clearing and grubbing as necessary, topsoil stripping and stockpiling as necessary); Earthwork (e.g., excavate, cut, fill, trenching, rough grading, finish grading); Utility installation, including electric, water, and storm-water management required by the District Department of Energy and Environment; Paving and/or surfacing; and Furnishings and installation. Provide ADA accessible requirements including ramp/handrail modifications, ADA compliant bathrooms, ADA compliant interior and exterior Signage.

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

- a) Manage all aspects of the demolition and construction of the project.
- b) Manage bi-weekly progress meetings and provide meeting minutes no more than three days after the meeting.
- c) Review and process shop drawing submissions, RFI’s, etc.
- d) Prepare meeting notes and records of decisions/changes made.
- e) Conduct pre-closeout and close-out inspections.
- f) Review closeout documents for completeness, such as As-Built Drawings based on the Contractor’s red line drawings and/or coordinated set developed during the subcontractor coordination process. As-Built Drawings should be transmitted to DGS in hard copy, PDF, and CAD formats.

Based on the approved plans and specifications, the Design-Builder shall construct the Project. During the Construction Phase, the Design-Builder shall be required to cause the Work to be completed in a manner consistent with the design documents approved by the Department and shall provide all labor, materials, insurance, bonds and equipment necessary to fully complete the Project in accordance with the drawings, specifications, schedule and budget that are issued for the Project. The Design-Builder shall be responsible for paying for and obtaining all necessary permits and to pay all necessary fees for utility connections and the like. The Work shall be accomplished in accordance with the following:

2.3.1 Drawings & Specifications. All of the Work shall be constructed in strict compliance

and in accordance with the final Construction Documents issued for and approved by the Department.

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

2.3.3 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, and coordination of various trades, record drawings, and daily work log.

2.3.4 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.

2.3.5 Hazardous Materials. The Design-Builder's Scope of Work includes the abatement and removal of hazardous materials found anywhere on or within the Project site. In performing such work, the Design-Builder shall comply with all laws, including, without limitation, the requirements of the Environmental Protection Agency and all jurisdictional agencies and all laws relating to safety, health welfare, and protection of the environment, in removing, treating, encapsulating, passivating, and/or disposing of hazardous materials, including, but not limited to, removal, treatment, encapsulation, passivation, and/or disposal of the hazardous materials. If any notices to governmental authorities are required, the Design-Builder shall also give those notices at the appropriate times. The Design-Builder shall ensure abatement subcontractors and disposal sites are appropriately licensed and qualified.

2.3.6 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.

2.3.7 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.

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

2.3.9 Site Safety and 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 of the Standard Contract Provisions.

2.3.10 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 DDOT 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 DDOT. The cost of revising and complying with the plan shall not entitle the Design-Builder to an increase in the GMP. The Design Builder will not be permitted to commence the Construction Phase until the Safety Plan is submitted and in no event shall any resulting delay constitute an excusable delay. Additionally, the Design-Builder shall comply with the requirements of the Standard Contract Provisions.

2.3.11 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 DDOT. 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.

2.3.12 Site Security. The Design-Builder shall secure the project work area by a minimum 6.0’ chain link fence. Contractor shall ensure site is locked during non-work hours.

2.3.13 Exculpation. The right of the Department and DDOT 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.

2.4 Reporting

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

2.4.1 Monthly Report. The Design-Builder shall provide written reports to the Department, on the progress of the entire Work at least monthly from 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.

2.4.2 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 the 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.

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

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

2.5 Workhours; Coordination with DDOT and Community

2.5.1 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.

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

2.5.3 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.

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

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

2.6 Quality Control Plan

2.6.1 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.

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

2.6.3 Implementation. During the Construction Phase, the Design-Builder shall perform regular quality control inspections and create reports based on such inspections pursuant to the Quality Control Plan. These quality control reports shall be provided to the Department electronically on a monthly basis. The Design-Builder shall incorporate a quality control section in the progress meetings to discuss outstanding deficiencies, testing/inspections, and upcoming work. The monthly report shall include a detailed summary of the steps that are being employed to provide quality construction and workmanship. The monthly report should specifically address issues raised during the month and outline the steps that are being used to address such issues.

2.6.4 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.

2.7 Project Close-out

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

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

2.7.3 Warranties & Manuals. Subsequent to Substantial Completion Date and no later than fifteen (15) days following the Substantial Completion Date, the Design-Builder shall prepare and submit the following documentation: (i) a complete set of product manuals (O&M), training

videos, warranties, etc.; (ii) attic stock; (iii) an equipment schedule; (iv) a proposed schedule of maintenance for the new building; (v) environmental, health and safety documents for the new building; and (vi) all applicable inspection certificates/permits (emergency evacuation plans, health inspection, etc.) for the new building.

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

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

2.7.4 Close-Out Deliverables

Deliverables shall include but not limited to:

- a. A complete set of the Design-Builder’s Project files.
- b. A complete set of product manuals (O&M), training videos, warranties, etc.
- c. As built record drawings.
- d. Attic stock and schedule.
- e. Equipment schedule.
- f. Proposed schedule of maintenance.
- g. Environmental, health & safety documents.
- h. All applicable inspection certificates/permits (boiler, elevator, emergency evacuation plans, health inspection, etc.).

2.7.5 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.

2.8 PERIOD OF PERFORMANCE

The new construction of this facility is to be closed out and turned over to the owner by 48 weeks from NTP.

PART 3 - EVALUATION AND AWARD CRITERIA

3.0 Evaluation Criteria

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

- a) Past Performance, Relevant Experience & Capabilities of the Builder (**10 points**)
- b) Key Personnel of the Builder (**10 points**)
- c) Past Performance, Relevant Experience & Capabilities of the Architect/Engineer (**10 points**)
- d) Key Personnel of the Architect/Engineer (**10 points**)
- e) Project Management Plan & Schedule (**40 points**)
- f) Price (**20 points**)
- g) Certified Business Enterprise (“CBE”) Preference (up to **12 points**)

3.1 Evaluation Process

The Department shall evaluate Offerors’ proposals (“Proposal(s)”) and any requested best and final offers (“BAFO(s)”) in accordance with the provisions of this **Part 3** and the Department’s Procurement Regulations. Proposal(s) include all items outlined in **Section 5.1**.

3.2 Evaluation Committee

Each Offeror’s Proposal shall be evaluated in accordance with this **Part 3** by a Technical Evaluation Committee. The Technical 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 Technical Evaluation Committee, the source selection official shall select the responsive and responsible Offeror(s) whose Proposal(s) are determined by the source selection official to be the most advantageous to the Department in accordance with D.C. Official Code § 2-354.03 and not necessarily the Offeror (s) with the highest score as evaluated per the factors in **Section 3.4** of this RFP.

3.3 Oral Presentation

A scale of one hundred and twelve (112) points will be utilized to determine the ranking of each Offeror. Each Offeror shall be eligible to receive a total of one hundred (100) technical points, divided proportionally into factors, and a total of twelve (12) preference points for a Certified Business Enterprise status, in accordance with **Section 3.0**. At the direction of the Contracting Officer, three (3) highest scoring Offerors within the competitive range, will be selected to participate in the presentation/interview process after the initial RFP. Proposals are evaluated by the Technical Evaluation Committee based on the evaluation criteria listed herein. The Technical

Evaluation Committee will not consider any price or bid as a part of the technical evaluation. The Selected Offerors will be required to come in for an interview/presentation with the Technical Evaluation Committee. The Offerors will be required to provide the following information (at a minimum):

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

Each Offeror selected for the interview/presentation stage shall make an oral presentation to the 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 selected Offerors' Proposals will be re-scored at the conclusion of the oral presentation.

3.3.1 Length of Oral Presentation

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

3.3.2 Oral Presentation Schedule

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

3.3.3 Offeror Attendees

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this Project. Each Offeror will be limited to seven (7) persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of the key areas of responsibility that are deemed essential to the successful completion of the Project.

3.3.4 Topics

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

3.4 Proposal Evaluation

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

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

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

3.4.2 Key Personnel of the Builder (10 points)

The Department desires that the Design-Builder assign the appropriate number of personnel having the necessary seniority to implement a project of this type. The personnel should have experience working together and each such individual should have the necessary level of experience and education for his or her proposed role. Proposals should identify, at a minimum, (i) the Project executive; (ii) the superintendent; (iii) the Project Manager (interiors); (iv) the Project Manager (MEP); (v) Preconstruction Manager/Estimator; and (vi) Safety/Quality Assurance/Quality Control Manager. The availability and experience of the key individuals assigned to this Project will be evaluated as part of this element. Offerors should provide a table that identifies the specific staff that

will be assigned to this Project. The table should include: (i) the individual's name (if known); (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this Project); and (iv) the time periods during which the individual will be assigned to the Project. This table should include all personnel that will be assigned to the Project. This element of the evaluation will be worth up to ten (10) points.

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

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

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

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

3.4.5 Project Management Plan & Schedule (40 points)

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

outline the procedures that will be used during the Construction Phase to minimize change orders and maximize Project quality; and (iv) identify the key personnel and their specific roles in managing the Project.

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

3.4.6 Price (20 points)

Offerors will be required to submit with their Proposals the following fee components: (i) a Design Budget; (ii) a Design-Build Fee; and (iii) a General Conditions Budget. The Design-Build Fee will be a fixed fee and should cover the cost of the Design-Builder's overhead and profit; the Design Budget should include an upset limit and a schedule of values showing the cost of the various phases of the design; and the cost of general conditions, as defined in the Design-Build Agreement, shall be reimbursable subject to a cap equal to the General Conditions Budget proposed by the Offeror. Each Offeror will be required to complete and submit with their Proposal a copy of the pricing sheet set forth as **Attachment C**, which includes all these price components. The pricing sheet shall be submitted as part of Volume 2 (i.e. the price proposal) as more fully described in **Part 5** of this RFP. These price components will be worth up to twenty (20) points.

3.4.7 CBE Preference (12 points)

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

PART 4 - ECONOMIC INCLUSION

4.0 Preference for Small, Local, and Disadvantaged Business Enterprises

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

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

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

4.1 Preferences for Certified Joint Ventures

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

Department of Small and Local Business Development
ATTN: CBE Certification Program

441 Fourth Street, NW, Suite 850N
Washington, DC 20001(202)727-3900

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

4.2 Subcontracting Plan

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 (\$250,000.00), at least (35%) of the dollar volume of the Agreement shall be subcontracted in accordance with **Attachment I**.

4.2.1 Mandatory Subcontracting Requirements

- a) Unless the Director of DSLBD has approved a waiver in writing in accordance with D.C. Official Code § 2-218.51, for all contracts in excess of \$250,000.00, for all contracts in excess of \$250,000.00, 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 ("Prime Contractor") that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of paragraphs (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 a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least (35%) of the contracting effort with its own organization and resources and, if it subcontracts, (35%) of the subcontracting effort shall be with CBEs. A CBE Prime Contractor that performs less than (35%) of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- 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, City Administrator (CA), 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, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:
 - 1. The price that the 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 DSLBD and the District of Columbia Auditor upon commencement of the Agreement and when the Agreement is completed.

4.2.7 Enforcement and Penalties for Breach of Subcontracting Plan

A 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 Agreement, the CO shall have cause to terminate the Agreement under the default provisions in the Standard Contract Provisions, **Attachments H1 and H2**. 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.

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 Prime Contractor shall be liable for any subcontractor non-compliance.

4.5 Special Provisions Related To The Covid-19 Emergency

- (a) Notwithstanding section 4.2.1 Subcontracting Requirements, for all contracts in excess of \$250,000 that are unrelated to the District's response to the COVID-19 emergency but entered into during the COVID-19 emergency, absent a waiver pursuant to D.C. Official Code § 2-218.51, at least 50% of the dollar volume ("CBE minimum expenditure") of the contract shall be subcontracted to SBEs.
- (b) If there are insufficient qualified SBEs to meet the requirement of paragraph (a), the subcontracting requirement may be satisfied by subcontracting the CBE minimum expenditure to any qualified CBE; provided, that best efforts shall be made to ensure that qualified SBEs are significant participants in the overall subcontracting work.
- (c) For every dollar expended by the Contractor with a resident-owned business (ROB), as defined in D.C. Official Code § 2-218.02(15), the Contractor shall receive a credit for \$1.10 against the CBE minimum expenditure.
- (d) For every dollar expended by the Contractor with a disadvantaged business enterprise (DBE), as defined in D.C. Official Code § 2-218.33, the Contractor shall receive a credit for \$1.25 against the CBE minimum expenditure.
- (e) For every dollar expended by the Contractor that uses a company designated as both a DBE and as a ROB, the Contractor shall receive a credit for \$1.30 against the CBE minimum expenditure.
- (f) "COVID-19 emergency" means the emergencies declared in the Declaration of Public Emergency (Mayor's Order 2020-045) together with the Declaration of Public Health Emergency (Mayor's Order 2020-046), declared on March 11, 2020, and including any extension of those declared emergencies.
- (g) This special provision shall apply to all option periods exercised under those contracts.
- (h) Except as provided in this Section 4.5, the requirements of Section 4.2.1 shall remain in effect.

PART 5 - PROPOSAL ORGANIZATION, SUBMISSION PROCEDURES AND PROTESTS

5.0 General

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

5.1 Proposal Identification

Proposals shall be proffered in a complete original proposal (Technical and Price Proposals); one (1) copy of the Price Proposal; and Six (6) 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 Proposal shall be placed in a sealed envelope conspicuously marked: "**Proposal for Design-Build Services for DDOT W Street NE Yard Improvements DCAM-21-CS-RFP-0001.**"

5.2 Electronic Submission of Proposals

Pursuant to the current District of Columbia Government, State of Emergency executive order signed by Mayor Muriel Bowser on March 11, 2020 in response to the current SARS-CoV-2 (COVID-19) Coronavirus-19 Pandemic, all bids ***shall be submitted electronically*** on the bids submission due date, **October 30, 2020 no later than 2:00 P.M. EST sharp**, via email to the following individuals:

Contract Specialist:

Rhonda Harris

Rhonda.harris@dc.gov

Please also copy:

Contracting Officer:

Franklin Austin

franklin.austin5@dc.gov

5.3 Date and Time for Receiving Proposals

Proposals shall be received in the place identified in **Section 5.2** of this RFP no later than **2:00 P.M. on March 18, 2021**. The Offeror assumes the sole responsibility for timely delivery of its Proposal, regardless of the method of delivery.

5.4 Proposal Size, Organization and Offeror Qualifications

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

5.4.2 General Team Information and Firm(s) Data

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

- a) Name(s), address(es), and role(s) of each firm (including all sub-consultants)
- b) Firm profile(s), including:
 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.
- c) Description of the team organization and personal qualifications of key staff, including: (Key staff shall include individuals referenced in Section 3.4.2 and 3.4.4)
 1. Identification of the single point of contact for the Offeror.
 2. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the Offeror.
 3. A list or chart of all personnel proposed for the Project. Such list or chart should include the following information for each individual:
 - (i) The individual's name.
 - (ii) The individual's role.
 - (iii) The percentage of time that will be devoted by the individual to the Project. This should be identified for each phase of the Project.
 - (iv) The individual's resume. Resumes should indicate the individual's experience on the eight (8) relevant projects and identify the role of the individual in each past project noted on the resume. The resume should also

clearly identify how long the individual has worked in the construction industry and should indicate the number of years of experience in his or her current role and the prior roles.

- (v) The individual's current workload over the next two years.
4. A chart showing the experience that the key team members have working together.

5.4.3 Past Performance, Relevant Experience

- a) Detailed descriptions of no more than eight (8) projects that best illustrate the team's experience and capabilities relevant to this Project. For each such project, the Offeror should provide the information requested below:
 - 1. The name and location of the project.
 - 2. The square footage of the project
 - 3. A short narrative of the scope of the contractor's work on the project.
 - 4. The delivery method implemented on the project.
 - 5. The start and end dates for construction.
 - 6. The date of builder's engagement and point during the design process at which builder was engaged (e.g., schematic design 50% complete; schematic design 100% complete, etc.).
 - 7. The initial substantial completion date and initial contract value, also noting the contract type (i.e., GMP, NTE or Lump Sum).
 - 8. The level of completion of design documents that the initial contract value was based on.
 - 9. The actual substantial completion date and the final contract value.
- b) The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms **Attachment L**, are completed and submitted on behalf of the Offeror directly to the Department's POC stated in **Section 1.7** by the due date for Proposals as specified in **Section 5.3**.
- c) If the Offeror is a team or Joint Venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or Joint Venture in light of their role in the proposed team or Joint Venture.

5.4.4 Project Management Plan and Schedule

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

5.4.5 SBE Subcontracting Plan

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

5.4.6 First Source Employment Agreement

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

5.4.7 Preliminary Project Schedule

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

5.4.8 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 C**. 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 D**. An Offeror who submits an incomplete or improperly or inaccurately completed Bidder-Offeror Certification Form may be deemed nonresponsive.
- c) **Tax Affidavit.** Each Offeror must submit a tax affidavit substantially in the form of **Attachment E**. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia Government.
- 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 G**.
- e) **Conflict of Interest Disclosure Form.** Each Offeror shall submit a conflict of interest disclosure statement substantially in the form of **Attachment P**.

- f) **EEO Policy Form.** Each Offeror shall submit an EEO policy form substantially in the form of **Attachment R**.
- g) **Certification to Furnish Performance & Payment Bond.** Each Offeror shall submit a certification to furnish a performance & payment bond substantially in the form of **Attachment S**.
- h) **DSLB SBE Subcontracting Plan.** Each Offeror shall submit Subcontracting Plan substantially in the form of **Attachment I**.
- i) **First Source Agreement.** Each Offeror shall submit First Source Agreement substantially in the form of **Attachment J**.
- j) **Payment and Performance Bond (Construction).** Each Offeror shall Payment and Performance Bond (Construction) substantially in the form of **Attachment U**

5.5 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.

5.6 Preproposal Conference and Site Visit

A site visit will be held on the date and at the location noted on the cover page of this RFP. Offerors ("Offerors") need to confirm attendance by email to the Contract Specialist, Rhonda Harris at Rhonda.harris@dc.gov. The Pre-proposal Conference will be on Teams February 18, 2021 at 11:00 am. The site visit will be February 19, 2021 @ 12:00 p.m.

In response to the COVID-19 Declaration of National Emergency and in accordance with CDC recommended protocols to help protect the health and safety of everyone and the social distancing guidelines issued by the District of Columbia's Mayor Muriel Bowser, the Department of General Services (the "Department" or "DGS") is hereby implementing the following protocols to govern site visits for all active procurements while maintaining fair and open competition:

- a) Site visits will be limited to a maximum of 10 persons, per site visit.
- b) Attendance to site visit requires a pre-registration with the Contract Specialist at Rhonda.harris@dc.gov no later than **11:00 a.m., EST on February 17, 2021**.
- c) To ensure 1 and 2 above are completely implemented, the Bidders shall receive a confirmation for their attendance from the Contract Specialist prior to site visit.
- d) Each Bidder will be limited to two (2) representatives unless otherwise authorized by the Contracting Officer or stated in the solicitation.
- e) Video and photographs will be permitted in the site visits unless otherwise stated in the solicitation.

5.7 Explanations to Prospective Offerors

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

Requests should be directed to the Department's POC at the address listed in **Section 1.7** no later than the close of business on **March 18 , 2021**. The person making the request shall be responsible for prompt delivery.

5.8 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).

5.9 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.

5.10 Retention of Proposals

All Proposals shall be retained by the Department and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the Proposals shall become the property of the Department and the Department shall reserve the right to distribute or use such information as it determines.

5.11 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.

5.12 Late Proposals: Modifications

- a) Any Proposal or BAFO received at the office designated in **Section 5.2** after the time specified in **Section 5.3** shall not be considered.
- b) Any modification of a Proposal, including a modification resulting from the CCO's requests for BAFOs, is subject to the same conditions as in **Section 6.7 (a)** stated above.
- c) The only acceptable evidence to establish the time of receipt at the Department's designated office is the time-date stamp of such installation on the Proposal wrapper or other documentary evidence of receipt maintained by the installation.
- d) Notwithstanding any other provisions of this RFP to the contrary, a late modification of an otherwise successful Proposal which makes its terms more favorable to the Department may be considered at any time as received and may be accepted.
- e) Proposals shall be irrevocable and remain in full force and effect for a period not less than one hundred twenty (120) days after receipt of Proposals.

5.13 No Compensation for Preparation of Proposals

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

5.14 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.

To be determined responsible, a prospective contractor shall meet all of the following requirements:

1. Financial resources adequate to perform the contract or the ability to obtain those resources;
2. Ability to comply with the required or proposed delivery, or performance schedule, taking into consideration all of its existing commercial and government contract commitments;
3. A satisfactory performance record;
4. A satisfactory record of integrity and business ethics;
5. A satisfactory record of compliance with the law, including labor and civil rights laws and rules, the First Source Employment Agreement Act of 1984, effective June 29, 1984 (D.C. Law 5-9; D.C. Official Code §§ 2-219.01 *et seq.*), the Small and Certified Business Enterprise Development and Assistant Act of 2005, as amended (D.C. Official Code §§ 2-219.01 *et seq.*) licensing, and tax laws;
6. The necessary organization, experience, accounting, operational control, and technical skills, or the ability to obtain them;
7. The necessary production equipment, construction equipment, technical equipment, and facilities, or the ability to obtain them;
8. Has not exhibited the pattern of overcharging the District;
9. Does not have an outstanding debt with the District or the federal government in a delinquent status of more than the greater of one thousand dollars (\$1,000) or one percent (1%) of the contract value up to twenty-five thousand dollars (\$25000); and
10. Is qualified and eligible to receive an award under applicable laws and regulation.

If the contracting officer determines that the price included in the prospective contractor's bid or offer is so low as to appear unreasonable or unrealistic the contracting officer may determine the prospective contractor non-responsible.

The contracting officer shall refer a prospective contractor determined to be non-responsible to the Director for consideration as to whether the prospective contractor should be proposed for debarment or suspension.

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

5.15 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.

5.16 Non-Responsive Proposals

5.16.1 Certification. The Department may consider a Proposal non-responsive if the Offeror fails to properly complete or provides accurate information on the Bidder/Offeror Certification Form **Attachment D**.

5.16.2 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 6 - DESIGN BUILD AGREEMENT

7.0 Contract Documents

The Design-Build Agreement Form of Contract (“Form of Contract”) will be issued via Addendum to the RFP as **Attachment M**. The Standard Contract Provisions, is attached hereto as **Attachments H1 and H2**. Offerors should carefully review the Form of Contract 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 Form of Agreement shall have precedence. Offerors are advised that they are required to submit their Proposals premised upon agreeing to the terms of the Standard Contract Provisions and entering into a Letter Contract, and subsequently, the Agreement.

PART 7 - INSURANCE REQUIREMENTS

A. **8.1 GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance to prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

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.

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

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

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

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. Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers must be endorsed onto the policy

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.

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 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. 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.
5. 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.

6. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
7. 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) \$10,000,000 per occurrence and \$10,000,000 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.

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.

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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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:
Franklin Austin CPPB, CPM/Contracting Officer
2000 14th Street, NW, 8th Floor
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).

- I. 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.
- J. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.

PART 8 - BONDS REQUIREMENTS

9.0 Bid Bond

Offerors are required to submit with their Proposals a bid bond in the amount of five percent (5%) of total bidding budget, in the form included as **Attachment G**. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties. Alternatively, Offerors may submit a cashier's check in lieu of a bid bond. However, in the event an Offeror who is awarded the Agreement fails to post a payment and performance bond for the full value of the Agreement, the Offeror shall thereby forfeit the full amount of the cashier's check. If the Offeror chooses to submit a cashier's check in lieu of a bid bond, the Offeror must complete the form included as **Attachment O** and return, notarized, with the Offeror's Proposal.

9.1 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 GMP at the time the Agreement is executed. The Design-Builder will be required to post an updated payment and performance bonds to reflect the GMP Amendment amount.

PART 9 - MISCELLANEOUS PROVISIONS

10.0 Conflict of Interest

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

10.1 Definitions

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

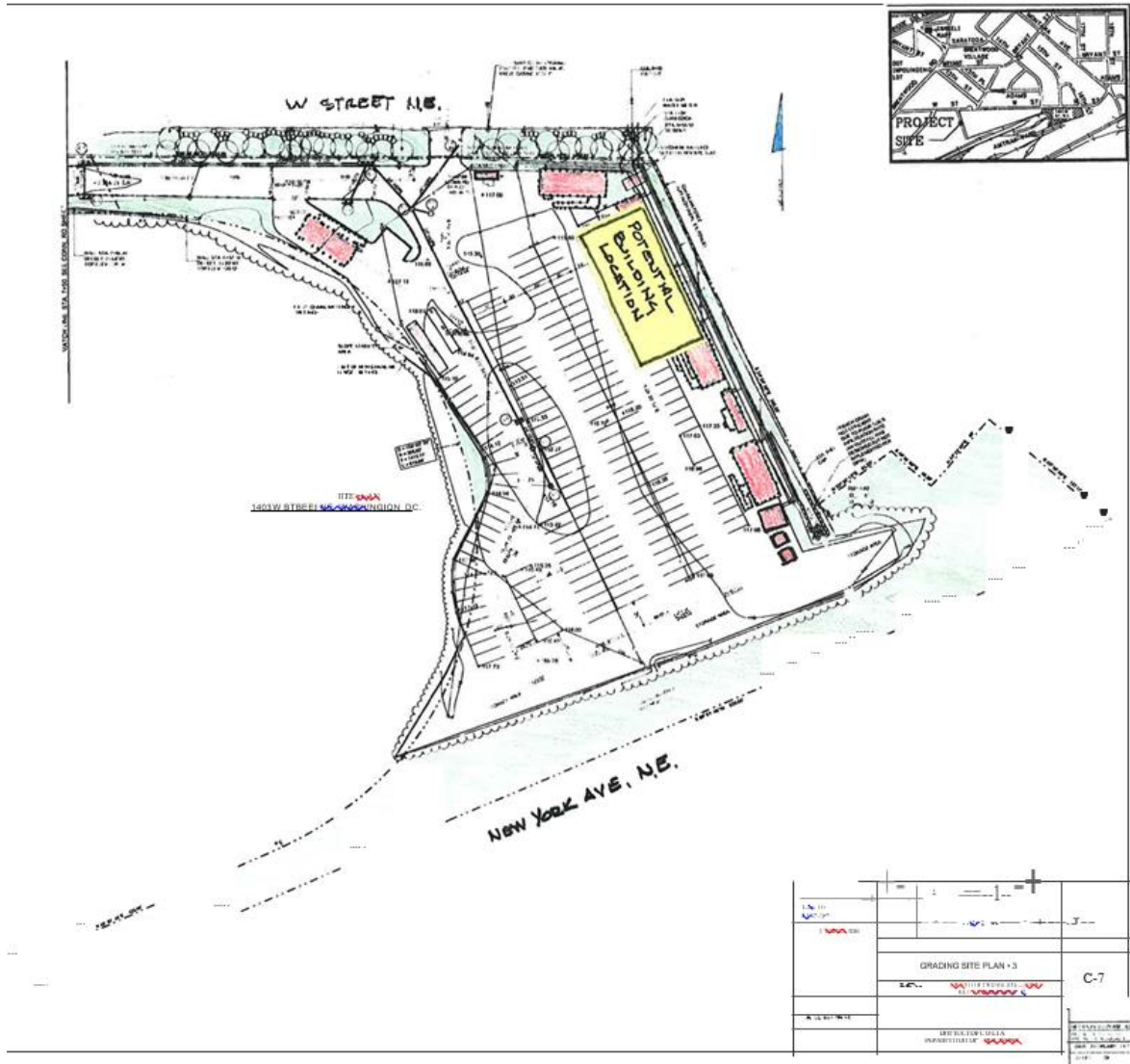
10.2 Abbreviations

The following are abbreviations used throughout this RFP:

| | |
|------|--|
| CPM | Critical Path Method |
| GMP | Guaranteed Maximum Price |
| LEED | Leadership in Energy & Environmental Design |
| NTP | Notice to Proceed |
| RFP | Request for Proposals |
| OP | Office of Planning |
| CO | Contracting Officer |
| CCO | Chief Contracting Officer |
| CA | Contract Administrator |
| CFA | Commission of Fine Arts |
| COTR | A Contracting Officer's Technical Representative |
| DPR | District of Columbia, Department of Parks and Recreation |
| CBE | A Certified Business Enterprise |
| SBE | Small Business Enterprises |

PART 10 - ATTACHMENTS

Attachment A – W. St Ne Aerial Image Drawing



Attachment C - Form of Offer Letter

Attachment D - Bidder/Offeror's Certification Form

Attachment E - Tax Affidavit

Attachment F - Davis-Bacon Wage Rates

Attachment G – Bid/Proposal Bond Form

Attachment H1 - Standard Contract Provisions for Construction

Attachment H2 - Standard Contract Provisions for Architectural and Engineering

Attachment I - SBE Subcontracting Plan

Attachment J - First Source Agreement and Employment Plan

Attachment K – 2020 Living Wage Act

Attachment L - Past Performance Evaluation Form

Attachment M – Form of Contract - Agreement for Design-Build Services – will be issued via Addendum

Attachment N - Notice to Proceed and Letter of Contract

Attachment O – Bid/Proposal Guarantee Certification

Attachment P - Conflict Of Interest Disclosure Statement

Attachment Q - Release of Lien Forms

Attachment R - EEO Policy Form

Attachment S - Certification to Furnish Performance & Payment Bond

Attachment T - National BIM Guide

Attachment U – Service Contract Act

Attachment V – Payment and Performance Bond