

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



REQUEST FOR PROPOSAL (RFP)

Solicitation Number: DCAM-16-CS-0128

**Design-Builder Services
Lafayette Recreation Center Renovation & Expansion**

September 22, 2013

Proposal Due Date: October 21, 2016 by 2:00 p.m.

Preproposal Conference: September 30, 2016 at 11:00 a.m.

to be held at:

Department of General Services
1250 U Street NW, 4th floor
Washington, DC 20009

Contact: Farhad Rezaei
Contract Specialist
Division of Contracting & Procurement
Department of General Services
1250 U Street NW, 4th floor
Washington, DC 20009
Desk: (202) 671-2255

Section A

Executive Summary

The District of Columbia Department of General Services (“DGS” or “Department”) is issuing this Request for Proposals (“RFP”) to engage a design-builder (“Design-Builder”) to develop a design, raze and rebuild the Lafayette Recreation Center (“Lafayette”), located at 5900 33rd Street, NW, Washington, DC 20015 (the “Project”). The existing Lafayette Recreation Center was constructed in 1958 and consists of approximately 1000 GSF of space, sited within Lafayette Park, the Lafayette Recreation Center shares important history with the Park. Incorporation of the Center’s history and its links with the Park into the design process for this project is strongly encouraged.

The Project must achieve net-zero certification. The importance of the existing environmental conditions within the Park and at the site are critical elements that must be considered as critical design informants.

The project will include work sufficient for the development of an exterior lighting plan that will replace, selectively replace or complement the existing lighting conditions within the Park and the adjacent Lafayette Elementary School. Lighting survey information developed for the Lafayette ES Modernization Project will be provided to the Design-Builder. The Design-Builder will be required to confirm existing lighting conditions within the Park and for the Lafayette Center, as well as limited surveys of blocks adjacent to the Park and Recreation Center and design requisite power and lighting plans.

This property has been deemed for listing in the DC Inventory of Historic Sites and the National Register of Historic Places. The Project is subject to review by DC Historic Preservation Office and Historic Preservation Review Board as well as the City Archaeologist in the District of Columbia Historic Preservation Office (the “HPO”). All archaeological investigations/monitoring shall be conducted by personnel who meet the Secretary of Interior’s Professional Qualification Standards for archaeology, 36 CFR Part 61, available at: http://www.cr.nps.gov/local-law/Prof_Qual_83.htm. All work shall be in accordance with the District’s 1998 Guidelines for Archaeological Investigations in the District of Columbia, (the Guidelines) as amended, (DCPL 1998) available on the DC HPO web site at: <http://planning.dc.gov/page/archaeology-district-columbia>.

A.1 Project Delivery Method

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

During the Design and Preconstruction Phase, the selected Design-Builder will be required to advance the design in accordance with the Department’s master planning and concept designs for

the Project and provide a Guaranteed Maximum Price (“GMP”) for the implementation of the design. In developing the GMP, the Design-Builder will be required to obtain quotes from trade subcontractors based on the approved design documents. The process by which the GMP will be formed is more fully described in the Agreement for Design-Build Services.

A.2 Contract Documents

The Agreement for Design-Build Services and Standard Contract Provisions are attached to this RFP as **Attachment B and Attachment H** respectively. Offerors should carefully review the Agreement for Design-Build Services and Standard Contract Provisions when submitting their proposal. To the extent there are any ambiguities or inconsistencies between this RFP, the Standard Contract Provisions and the Agreement for Design-Build Services, the Standard Contract Provisions and Agreement for Design-Build Services shall have precedence. Offerors are advised that they are required to submit their proposal premised upon agreeing to the terms of the Standard Contract Provisions and entering into the Letter Contract, as defined in Section B.2 of this RFP, and the Agreement for Design-Build Services.

A.3 Compensation

As is more fully described in the Agreement for Design-Build Services, this will be a cost plus a fixed fee with a guaranteed maximum price type contract. Offerors will be required to submit with their proposals the following fee components: (i) a Design Fee; (ii) a Preconstruction Fee; (iii) a Design-Build Fee; and (iv) a General Conditions Budget. The Design-Build Fee should cover the cost of the Design-Builder’s overhead and profit. The Preconstruction Fee and the Design-Build Fee will be fixed fees; design costs shall be reimbursable subject to a cap equal to the Design Fee bid by the Offeror, and the Cost of General Conditions, as defined in the Agreement for Design-Build Services, shall be reimbursable subject to a cap equal to the General Conditions Budget bid by the Offeror. All of these price components should be submitted in an Offer Letter in substantially the form of **Attachment C** on the Offeror’s letterhead.

A.4 Selection Criteria

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

- Builder’s Experience & References (10 points)
- Builder’s Key Personnel (10 points)
- Architect’s Experience & References (10 points)
- Architect’s Key Personnel (10 points)
- Project Management Plan & Schedule (40 points)
- Cost (20 points)
- CBE Preference (up to 12 points)

A.5 Project Schedule

The preliminary project schedule is as follows:

- Estimated Notice of Award - on or about [November 1, 2016]
- Concept Design Submission - 6 Weeks after Notice of Award
- Design Development Submission: - 14 Weeks after Notice of Award
- Construction/Permit Document Submission: - 28 Weeks after Notice of Award
- NTP for Construction - 30 Weeks after Notice of Award
- Trade Bidding: - 28 Weeks after Notice of Award
- GMP Finalized: - 32 Weeks after Notice of Award
- GMP Approved by Council: - 36 Weeks after Notice of Award
- Substantial Completion: - 60 Weeks after Notice of Award

A.6 Procurement Schedule

The schedule for this procurement is as follows:

- Issue RFP - September 22, 2016
- Pre-proposal Conference - September 30, 2016 at 11:00 a.m.
- Last Day for Questions/Clarifications - October 7, 2016
- Proposals Due - October 21, 2016 at 2:00 p.m
- Estimated Notice of Award - on or about November 1, 2016

A.7 Attachments

- Attachment A** - Program Requirement
- Attachment B** - Agreement for Design-Build Services
- 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 Guarantee Certification
- Attachment H** - Standard Contract Provisions
- Attachment I** - SBE Subcontracting Plan
- Attachment J** - First Source Agreement
- Attachment K** - 2016 Living Wage Act
- Attachment L** - Past Performance Evaluation Form
- Attachment M** - Bid Bond Form
- Attachment N** - Notice to Proceed and Letter Contract

SECTION B SCOPE OF WORK

B.1 Scope of Work

The Design-Builder's scope of work will generally be divided into two (2) phases as is more fully described below. In general, however, the Design-Builder will be required to fully design and selectively demolish the existing Lafayette building and reconstruct a new recreation center for an amount that does not exceed the agreed upon Guaranteed Maximum Price ("GMP"). The demolition will include all aspects of the building except those deemed historic in the survey results. Without limiting the generality of the foregoing, the Design-Builder shall be required to provide all of the management, personnel, design services, labor, materials and equipment necessary to complete the Project.

B.2 Design and Preconstruction Phase. The Department will issue a notice to proceed for preconstruction services (the "**Preconstruction NTP**" or the "**Letter Contract**"), attached hereto as **Attachment N**. The Design and Preconstruction Phase will run from Preconstruction NTP, through the execution of the GMP Amendment. Offerors are advised that they are required to submit their proposal premised upon agreeing to the terms of the Preconstruction NTP. To the extent there are any ambiguities or inconsistencies between this RFP, the Standard Contract Provisions and the Preconstruction NTP, the Standard Contract Provisions and Preconstruction NTP shall have precedence.

During this phase, the Design-Builder will be required: (i) to develop a design for the Project; (ii) to obtain bids from trade subcontractors to perform the work and to provide bid tabulations to the Department; (iii) to engage in any value engineering and scoping exercises necessary to return the cost of the work to the Project Budget; (iv) to engage in preconstruction activities, including identifying any long-lead items; (v) to undertake selective demolition of certain features in the existing park; (vi) to develop a GMP proposal for the Project; and (vii) to enter into a GMP Amendment for the Project.

The Design-Builder shall cause the design element of its team to advance the design for the Project as necessary to implement the work and to obtain the necessary permits. Prior to the development of the permit documents, the Design-Builder shall develop a preliminary design for the Project. The Design-Builder shall ensure that the design is progressed in a manner consistent with the Department's budget for the Project, i.e., designed to budget.

B.2.1 Program Verification & Concept Design Phase

B.2.1.1 Services & Deliverables: During this phase, based on the proposed Program of Requirements (**Attachment A**), the Design-Builder shall be required to develop a concept design. The concept design shall contain such detail as is typically required for a concept design under the standard AIA contract. In general, the Design-Builder shall be required to undertake the following tasks and submit any required deliverables to the Department:

- .1 Meet with the Client Project Team to kick-off the project. The purpose of this meeting will be to review the project scope, schedule, goals and objectives, and expectations for the project. The selected team will also collect and present any data available for the Lafayette project and study area including, but not limited to previously completed studies, current survey data, aerial photography, GIS data, etc. Complete a Meeting Summary from this meeting and distribute to meeting attendees for review.
- .2 Conduct workshops with DGS and DPR staff, as well as other stakeholders, in order to further clarify the goals, objectives, performance targets, service standards, responsibilities, and key agency actions necessary throughout the Department in order to fully realize the vision for the new recreation center. Provide report of findings.
- .3 Coordinate with the DC Historic Preservation Office/HPRB and other agencies, commissions, groups, etc. as required to assess and determine historic and/or archeological significance and requirements. Attend meetings and hearings if necessary.
- .4 Draft Conceptual Plans
 - a. Based on input obtained through the process outlined in the project scope of work, as well as information provided in the Program of Requirements, Stakeholder Interviews, and Public Workshop, the selected team will work to determine the Concept Design.
 - b. Develop up to three (3) conceptual designs and cost estimates for the Lafayette that provide alternatives to addressing the identified recreational, social, and cultural needs. The selected team will make any appropriate modifications based on DGS comments prior to presenting the concept(s) to the public.
- .5 The selected team will conduct number of Community Workshops to present the plan alternatives to the neighborhood.
- .6 Draft Final Conceptual Plan. The selected team will develop a draft final conceptual plan and cost estimate informed by the comments obtained throughout the program verification and concept design process. Submit the draft final conceptual site plan/response and cost estimate to DGS for review before presenting it to the public. The selected team will make any appropriate modifications prior to presenting the concepts to the public.
- .7 Baseline Schedule. Within fourteen (14) days after the Preconstruction NTP is issued, the Design-Builder shall prepare and submit a baseline schedule for the Project (the "Baseline Schedule"). The Baseline Schedule shall be subject to review and approval by the Department and the Design-Builder shall incorporate

such adjustments to the Baseline Schedule as may be reasonably requested by the Department. The Baseline Schedule shall be prepared in a CPM method and be developed in a sufficient level of detail so as to permit the affected parties (i.e. the Department, DPR, 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 shall be updated by the Design-Builder, at a minimum, on a bi-weekly basis.

B.2.2 Schematic Design Phase

B.2.2.1 Services & Deliverables: During this phase, based on the approved concept design, the Design-Builder shall be required to develop a schematic design. The schematic design shall contain such detail as is typically required for schematic design under the standard AIA contract. In general, the Design-Builder shall be required to undertake the following tasks and submit to the Department:

- .1 Utilize findings and final concept plans, perform site visits as necessary, attend and/or facilitate meetings with stakeholders and District staff to review program of requirements, required utilities, drainage, zoning and traffic needs where/when necessary to develop Schematic Design Documents.
- .2 Obtain and review applicable District standards and guidelines for design (Design Criteria Manual, Unified Development Code, DPR Standards), where applicable, and provide a complete design that meets all applicable District codes. Coordinate security requirements with DC PSPD. Coordinate IT and Telecom requirements with DC OCTO and DC Net. Coordinate with CFA/NCPC for review and approval as necessary.
- .3 Coordinate with the DC Historic Preservation Office and other agencies, commissions, groups, etc. as required to assess and determine historic and/or archeological significance and requirements. Attend meetings and hearings if necessary.
- .4 Attend and participate in community meeting(s) to update community regarding the Project.
- .5 Prepare a presentation and provide a minimum of three (3) presentation boards for each community meeting and present/display onsite. Presentation boards shall be in full color and include at least one (1) 3-D rendering.
- .6 LEED Certification work as required.

- .7 Prepare and submit three (3) hard-copy sets, and one (1) electronic copy in PDF, of Schematic Design Documents, Preliminary Specifications, Schematic cost estimate to the Project Manager for review and approval. (30% plan review). Components to include, but are not limited to:
 - a. Site plans, paving layouts, traffic circulation
 - b. Floor plans, building circulation, ADA requirements
 - c. Design Narrative
 - d. Plan-to-Program Comparison
 - e. Exterior elevations, rendering and color palette
 - f. Critical building sections and details
 - g. Relevant right of way information such as easements, building set-backs etc.
 - h. Location of utilities and sizes
 - i. Stormwater management
 - j. Preliminary MEP systems
 - k. LEED Information as appropriate
 - l. Copies of all surveys and reports
 - m. Updated schedule and cost estimate
- .8 After receiving schematic design comments, meet and coordinate as necessary with:
 - a. Owner, stakeholders, and all relevant regulatory or reviewing agencies as necessary to review project requirements.
 - b. Pepco, DC Water, DOOE and all others as necessary for infrastructure and utility requirements.
 - c. Private utilities and service providers if necessary
- .9 Respond in writing to all District comments on plans.
- .10 Act as scribe for all design related meetings. Distribute meeting minutes to all attendees.
- .11 Perform comprehensive Value Engineering effort (VE) utilizing 30% Plan Review submission. Provide report of findings to DGS. Conduct a meeting with DGS and other stakeholders as necessary to present and discuss VE options.
- .12 Upload all design documentation and deliverables as required utilizing the online DGS Project Management Information System (Prolog Converge) and guidelines.
- .13 Baseline Schedule bi-weekly update in the format set forth in **Section B.2.1.1** of this RFP.

B.2.3 Design Development Phase

B.2.3.1 Services & Deliverables: During this phase, the Design-Builder will be required to progress the approved schematic design into a full set of design development documents. In general, the Design-Builder shall be required to undertake the following tasks and submit to the Department:

- .1 Perform site visits as necessary and attend/facilitate meetings with District staff as necessary to develop and progress Design Development Documents. Incorporate VE options chosen by DGS.
- .2 Coordinate with the DC Historic Preservation Office and other agencies, commissions, groups, etc. as required to assess and determine historic and/or archeological significance and requirements. Attend meetings and hearings if necessary.
- .3 Complete code compliance analysis and drawing.
- .4 Meet and coordinate with regulatory, reviewing, and stakeholder agencies as necessary.
 - a. Present the design to NPS CFA, NCPC, DC Office of Planning, and other regulatory agencies as required.
 - b. Achieve CFA concept approval and NCPC preliminary approval
- .5 Progress LEED Certification work as required
 - a. Register the Project with USGBC to obtain LEED certification and pay all registration fees.
- .6 Prepare and submit three (3) hard-copy sets, and one (1) electronic copy in PDF of Design Development Documents including Detailed Specifications, Cost Estimate and schedule to the District staff for review and approval. (60% plan review). Components to include, but are not limited to:
 - a. Site plans, paving layouts, traffic circulation, lighting, signage and utilities
 - b. Floor plans, Structural, Civil, Architectural, MEP, Fire Protection and landscaping
 - c. Exterior elevations, rendering and color palette
 - d. Building sections and details as required
 - e. Interior elevations, casework and millwork elevations as required
 - f. Playground equipment
 - g. Stormwater management
 - h. Food service or other equipment as required
 - i. LEED Information as appropriate

- .7 Respond in writing to all District and NPS comments on plans.
- .8 Coordinate furniture, fixtures, and equipment requirements (“FF&E”).
- .9 Attend and participate in community meeting(s) to update community regarding the Project.
- .10 Prepare a presentation and provide a minimum of three (3) presentation boards for each community meeting and present/display onsite. Presentation boards shall be in full color and include at least one (1) 3-D rendering.
- .11 Coordinate final utility plans as required.
- .12 Act as scribe for all design related meetings. Distribute meeting minutes to all attendees.
- .13 Upload all design documentation and deliverables as required utilizing the online DGS Project Management Information System (Prolog Converge) and guidelines.
- .14 Baseline Schedule bi-weekly update in the format set forth in **Section B.2.1.1** of this RFP.

B.2.4 Construction Documents Phase

B.2.4.1 Services & Deliverables: The Design-Builder shall be required to develop a complete set of documents for construction. In general, the Design-Builder shall be required to undertake the following tasks and submit to the Department:

- .1 Progress design and Design Development documents and prepare Construction Documents.
- .2 Progress LEED Certification work as required.
- .3 Coordinate with the DC Historic Preservation Office and other agencies, commissions, groups, etc. as required to assess and determine historic and/or archeological significance and requirements. Attend meetings and hearings if necessary.
- .4 Submit three (3) hard-copy and one (1) electronic PDF copy of the complete sets of Construction Documents, Specifications and the Design-Builder Cost Estimate and schedule to the Department of General Services for review (90% plan review).

- .5 Attend follow up meetings and coordinate with regulatory agencies, Fire Marshall, DGS Facilities personnel, and others as necessary.
- .6 Obtain all required signatures on plans.
- .7 Complete Platting and record Plat.
- .8 Complete final coordination with utilities and service providers as necessary.
- .9 Attend and participate in community meeting(s) to update community regarding the Project.
- .10 Prepare a presentation and provide a minimum of three (3) presentation boards for each community meetings and present/display onsite. Presentation boards shall be in full color and include at least one (1) 3-D rendering.
- .11 Prepare and submit three (3) hard-copy and one (1) electronic PDF copy of the complete set of Construction Documents, include 90% plan review responses, to the Department of General Services (95% Construction Documents).
- .12 Submit appropriate number of copies of plans to applicable DC regulatory agencies for permit review
- .13 Coordinate with all DC regulatory agencies and permit reviewers as necessary.
- .14 An Environmental Impact Screening Form (EISF) will be required and shall be the responsibility of the selected Offeror.
- .15 Correct plans to reflect issues noted by regulatory agencies and permit reviewers as required. Re-submit for additional review and approval as required. Provide three (3) hard-copy sets and one electronic PDF copy of all corrected plans to DGS (100% Construction Documents).
- .16 Act as scribe for all design related meetings. Distribute meeting minutes to all attendees.
- .17 Upload all design documentation and deliverables as required utilizing the online DGS Project Management Information System (Prolog Converge) and guidelines.
- .18 Baseline Schedule bi-weekly update in the format set forth in **Section B.2.1.1** of this RFP.

B.2.4.2 Early Release Packages. The Design-Builder shall prepare and submit the following early release packages in order to allow for bidding and construction of these scopes of work to

proceed, as necessary: (i) hazardous materials abatement package; (ii) a demolition package; and (iii) a foundation-to-grade package.

B.2.5 Construction Phase Design Services

B.2.5.1 Bidding. Unless otherwise agreed by the Department in advance, the Design-Builder shall issue the approved design development documents for bidding (i.e. the 60% design submission). To ensure appropriate pricing, at least three (3) bids will be required for each trade package that has an estimated value of more than \$100,000. Trade packages shall not be parceled, split or divided to avoid the \$100,000 threshold. The Design-Builder shall provide to the Department a bid tabulation, including the LSDBE and workforce participation estimates, of the trade bids obtained. Such bid tabulation should identify specifically any level of the trade bids. The Design-Builder shall also provide support to the Department as may be necessary to support the bidding of trade subcontracts. These services will include, but are not necessarily limited to:

- .1 Assist with distribution of documents, as needed.
- .2 Prepare and issue bidding addenda.
- .3 Respond to bidding questions and issue clarification, as needed.
- .4 Consider and evaluate requests for substitutions

B.2.5.2 Construction Administration. The Design-Builder shall provide support to the Department as may be necessary to support the construction phase of the Project. These services will include, but are not necessarily limited to:

- .1 Attend biweekly progress meetings. Architectural site visits are included in base fee.
- .2 Review and process shop drawing submissions, RFI's, etc.
- .3 Prepare meeting notes and records of decisions/changes made.
- .4 Conduct punchlist inspections.
- .5 Review closeout documents for completeness.

B.2.5.2.1 Monthly Report

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

B.2.5.2.2 Bi-Weekly Schedule Updates

The Design-Builder shall provide a baseline schedule update to the Department, on the progress of the entire Work at least bi-weekly, in the same format set forth in **Section B.2.1.1** of this RFP. The update shall reflect the actual progress of the Project, identify developing or potential delays,

regardless of their cause, and reflect the Design-Builder's best projection of the actual date by which Substantial Completion and Final Completion of the Project will be achieved. The Design-Builder shall also state what must be done to avoid or reduce that delay, changes that have occurred since the last update, including those related to major changes in the scope of work, activities modified since the last update, revised projections of durations, progress and completion, revisions to the schedule logic or assumptions, and other relevant changes.

B.2.5.3 Deliverables. The Design-Builder acknowledges that the Department is engaging the Design-Builder to provide an extensive level of preconstruction support services so as to minimize the potential for cost overruns, schedule delays or the need for extensive value engineering/re-design late in the Project and that the deliverables required under this Section B.2 are key to realizing the value of such services. In the event the Design-Builder fails to deliver any of the reports required in this Section (and unless such failure is the result of any event of Force Majeure), the Design-Builder shall be subject to liquidated damages in an amount of Five Thousand Dollars (\$5,000) plus Five Hundred Dollars (\$500) per day after receiving written notice from either the COTR or the Contracting Officer of failure to submit such deliverable.

- .1 Contingency Balance Update
- .2 Hazardous Material Abatement Subcontractor Insurance Certificates
- .3 Hazardous Material Abatement Records
- .4 Construction Document Packages
- .5 Progress Meeting Minutes
- .6 Project Schedule Updates
- .7 Project Progress Reports
- .8 Cost Variance Report
- .9 OSHA Safety Plan
- .10 Close out documents (Product Manuals, Warranties, etc.)
- .11 Quality Control Plan
- .12 Quality Control Inspection Reports
- .13 Corrective Action Plan
- .14 Prolog Submissions
- .15 Invoices and Acceptable Application for Payment with Release of Liens and Claims
- .16 Insurance Certificates
- .17 Performance and Payment Bonds and Agreement of Indemnity
- .18 Documents that may be required by Contracting Officer from time to time
- .19 ASI's or other clarification documents.
- .20 Punchlists.
- .21 As-Builts (if authorized) and O&M manuals

B.2.6 Trade Bidding Process

The Design-Builder shall provide to the Department a written submission on the proposed bidding procedures. Such procedures shall include: (i) a list of proposed trades packages; (ii) a list of trade subcontractors that will be invited to bid on each such package; and (iii) a narrative description of the process. In addition to the information normally required in such bids, the Design-Builder shall also require subcontractors to provide an estimate of the percentage of labor hours performed in completing the subcontracted work which will be performed by District residents.

B.2.7 Bidding

The Design-Builder shall obtain bids from trade subcontractors for the key elements of the work. At least three (3) proposals shall be solicited for each key element of the work. The Design-Builder shall provide to the Department a bid tabulation, including the workforce participation estimates, of the trade bids obtained.

B.2.8 Value Engineering & Scope Assessment

Based on the trade bids, the Design-Builder shall prepare a written report of suggested value engineering strategies necessary to reconcile the costs of constructing the Project with the Department's budget for the Project. The Design-Builder shall meet with the Department's representatives to discuss any value engineering and changes in scope.

B.2.9 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 a GMP proposal. The Department's GMP proposal shall represent the Design-Builder's offer to Fully Complete the Project. The GMP proposal shall include: (i) a line item construction budget; (ii) a detailed CPM schedule; (iii) a listing of the drawings upon which the GMP is based; (iv) an LSDBE utilization plan; and (v) a workforce utilization plan. 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. In such an event, the Design-Builder shall only be entitled to 50% of the preconstruction fee.

B.2.10 Preconstruction. 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 necessarily limited to, scheduling, estimating, shop-drawings, and the ordering of long-lead materials.

B.2.10.1 Deliverables. The following deliverables are required during the Preconstruction Phase. In the event that the Design-Builder fails to provide any deliverable listed below, the Design-Builder shall forfeit its pre-construction fee.

- .1 Preliminary Schedule.
- .2 Progress Meeting Minutes
- .3 Project Schedule Updates
- .4 Project Progress Reports

- .5 List of Long Lead Items that could adversely impact the Project's schedule and recommendations for purchase.
- .6 Concept Cost Estimate and Concept Designs.
- .7 Schematic Cost Estimate and Schematic Design (30% submission).
- .8 Design Development Cost Estimate and Design Development Documents (60% submission).
- .9 Construction Documents Cost Estimate and Construction Documents (90% submission)
- .10 Construction Documents, including 90% plan review responses (95% submission)
- .11 Construction Documents (100% submission)
- .12 List of subcontractors from which the Design-Builder intends to solicit bids and bidding procedures.
- .13 Trade bid tabulations, including all subcontractor proposals.
- .14 Report outlining value engineering strategies.
- .15 GMP Proposal.
- .16 Construction Baseline Schedule

B.3 Construction Phase

During the Construction Phase, the Design-Builder shall be required to cause the construction to be completed in a manner consistent with the design documents approved by the Department and shall provide all labor, materials, and equipment necessary to fully construct the Project in accordance with the drawings, specifications, schedule and budget that are issued for the Project.

B.3.1 Management Services.

In order to properly manage the Project, the Design-Builder shall be required to undertake the following tasks:

- Participate and assist in Project/Planning meetings.
- Provide and maintain a fully equipped office on-site to perform all required Contractor duties.
- Maintain full-time, on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log.

- Conduct weekly progress meetings following a contractor generated agenda with the Program Manager and all trades.
- Provide general safety and signage and posting for the project and see that each subcontractor prepares and submits adequate safety program and monitoring throughout the Project.
- Provide a written monthly report that includes (i) an updated schedule analysis, (ii) an updated cost report, and (iii) a monthly review of cash flow.
- Manage the change order process with the trade subcontractors to verify validity, purpose, and cost.
- Prepare payment requests, verify accuracy and forward for approval and payment.
- Assemble close-out documents required.
- Provide assistance to DGS and end users through any applicable warranty periods.

B.3.2 Mobilization

The Design-Builder will be required to undertake the tasks described below.

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

B.3.2.2 Abate any additional hazardous materials in the existing facility, in accordance with EPA and all jurisdictional agencies.

B.3.2.3 The Design-Builder shall be responsible for all interior and exterior demolition necessary to complete the Project.

B.3.2.4 The Design-Builder shall be responsible for salvaging and storing all items as identified by the Department.

B.3.2.5 The Design-Builder shall be responsible for paying all permits and fees associated with the abatement, demolition, utilities abandonment, and utility relocation. The Department shall be responsible for the building permit fees, but the Design-Builder shall be responsible for obtaining the building permit and for paying all trade Design-Builder permit fees.

B.3.2.6 The Design-Builder shall be responsible for all performance and payment bonds and general liability insurance.

B.3.2.7 The Design-Builder shall be responsible for removing the balance of construction debris off site.

B.3.3 Trade Work; Subcontracts

It is contemplated that all or nearly all of the work will be performed by trade subcontractors under written subcontracts to the Design-Builder. The Design-Builder will not be permitted to self-perform work.

B.3.4 Site Safety and Clean-up

B.3.4.1 The Design-Builder will be required to provide a safe and efficient site. Controlled access shall be required.

B.3.4.2 The Design-Builder shall be required to provide wheel washing stations on site so as to prevent the accumulation of dirt and other refuse on the streets surrounding the Project site.

B.3.4.3 The Design-Builder shall be responsible for site security and shall be required to provide such watchman as are necessary to protect the site from unwanted intrusion. Note that the Design/Builder shall be responsible for providing a secure location for storing electronics and other valuable equipment such as computers.

B.3.4.4 The Design-Builder shall be responsible for the cost of temporary power used during the construction of the Project, including, but not limited to, the cost of installing such temporary wiring as may be required to bring power to the site. The Design-Builder shall also be responsible for the cost of all temporary construction necessary on the site.

B.3.5 FF&E

B.3.5.1 The Design-Builder shall be responsible for purchasing and providing FF&E. A detailed list of FF&E requirements will be developed during the preconstruction phase.

B.3.5.2 The Design-Builder shall be required to prepare and submit at close-out a complete set of product manuals, warranties, etc. The Design-Builder shall also provide the Department with a complete set of its Project files, including, but not limited to, shop drawings, etc. at close out so as to assist the Department in operating the building.

B.4 Quality Control Plan

B.4.1 General Obligation. The Design-Builder shall be responsible for all activities necessary to manage, control, and document work to ensure compliance with contract documents. The Design-Builder's responsibility includes ensuring adequate quality control services are provided by the Design-Builder's employees and its subcontractors at all levels. The work activities shall include safety, submittal management, document reviews, reporting, and all other functions related to quality construction.

B.4.2 Quality Control Plan. Within forty five (45) days after the design development documents are approved, the Design-Builder shall develop a quality control plan for the Project (the, "**Quality Control Plan**"). A draft of the Quality Control Plan shall be submitted to the Department and shall be subject to the Department's review and approval. The Quality Control

Plan shall be tailored to the specific products/type of construction activities contemplated in the design development documents, and in general, shall include a table of contents, quality control team organization, duties/responsibilities of quality control personnel, submittal procedures, inspection procedures, deficiency correction procedures, documentation process, and a list of any other specific actions or procedures that will be required for key elements of the work.

B.4.3 Implementation. During the construction phase, the Design-Builder shall perform regular quality control inspections and create reports based on such inspections. These quality control reports shall be provided to the Department electronically on a monthly basis. The Design-Builder shall incorporate a quality control section in the progress meetings to discuss outstanding deficiencies, testing/inspections, and upcoming Work. The monthly report shall include a detailed summary of the steps that are being employed to provide quality construction and workmanship. The monthly report should specifically address issues raised during the month and outline the steps that are being used to address such issues.

B.4.4 Eleven Month Walk. The Design-Builder shall use commercially reasonable efforts to schedule a joint inspection of the Project during the eleventh month after Substantial Completion is achieved. During such inspection, the Design-Builder and a representative of the Department shall walk the Project to identify any necessary warranty work.

B.5 Key Personnel

In its proposal, each Offeror will be required to identify its key personnel. Key personnel shall include, at a minimum, the following individuals: (i) the Project Executive; (ii) the Field Superintendent; and (iii) the Project Manager. The Design-Builder will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement. Please provide a table that identifies the specific staff that will be assigned to this Project, the time periods during which the individual will work on the Project, his or her level of effort (i.e. the percentage of time devoted to this project), and whether the individual will be funded through the Design-Builder's fee or general conditions.

The Design-Builder will also be required to identify the design team in its proposal and their key personnel. With regard to the design team, such personnel shall include: (i) the design principal-in-charge; (ii) the project designer; (iii) the project architect; (iv) the landscape architect; (v) the key MEP, structural, and civil engineers; and (vi) the parking & transportation consultant. The Design-Builder will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement. Please provide a table that identifies the specific staff that will be assigned to this Project, the time periods during which the individual will work on the Project, his or her level of effort (i.e. the percentage of time devoted to this Project).

B.6 Licensing, Accreditation and Registration

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

B.7 Conformance with Laws

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

B.8 Davis-Bacon Act

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

B.9 Apprenticeship Act

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

B.10 Time of the Essence

Time is of the essence with respect to the contract. The Project must be substantially complete by **60 Weeks** after Notice of Award. As such, the Design-Builder must dedicate such personnel and other resources as are necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

B.11 Cost Plus Fixed Fee Contract. The contract resulting from this RFP will be a cost plus a fixed fee type of contract with a guaranteed maximum price. Allowable costs are defined in **Section B.12** of this RFP.

B.12 Reimbursable Costs

B.12.1 Reimbursable Costs. The following costs shall be reimbursable at cost and without mark-up:

- B.12.1.1** Payments made by the Design-Builder to subcontractors and suppliers, but only in accordance with the subcontracts and supply agreements;
- B.12.1.2** The Cost of General Conditions (as defined below), subject however to the Maximum Cost of General Conditions;
- B.12.1.3** All amounts due to the Design-Builder under the terms of the Department's written authorization for the Design-Builder to perform any portion of the Work

as Self-Performed Work. If an authorization for the Design-Builder to engage in Self-Performed Work is not on a fixed-price basis, then, as to that Work, the following costs shall be within the Cost of the Work:

- (a) **Labor.** Properly documented wages actually paid to Project foremen, construction workers, and other personnel in the direct employ of the Design-Builder, while engaged in approved Self-Performed Work, together with contributions, assessments, payroll taxes, or fringe benefits required by the laws or applicable collective bargaining agreements.
- (b) **Incorporated Materials.** The cost, net of trade discounts, of all materials, products, supplies and equipment incorporated into the Self-Performed Work, including, without limitation, costs of transportation and handling.
- (c) **Unincorporated Materials.** The cost of materials, products, supplies and equipment not actually installed or incorporated into the Self-Performed Work, but required to provide a reasonable allowance for waste or spoilage, subject to the Design-Builder's agreement to turn unused excess materials over to the Department at the completion of the Project or, at the Department's option, to sell the material and pay the proceeds to the Department or give the Department a credit in the amount of the proceeds against the Cost of the Work.

- B.12.1.4** Royalty and license fees paid for use of a design, process or product, if its use is required by this contract or has been approved in advance by the Department;
- B.12.1.5** Fees for obtaining all required approvals or permits associated with the abatement, demolition, utilities abandonment, and utility relocation, as well as all trade permit fees as well as the building permit fee;
- B.12.1.6** Cost of the Architect's Contract assigned to the Design-Builder;
- B.12.1.7** All fees and other costs necessarily incurred to carry out testing and inspection required by the contract or applicable laws, or otherwise to maintain proper quality assurance. The costs the Design-Builder incurs to schedule and coordinate any additional testing and inspections the Department may decide to conduct itself shall be reimbursable unless the additional testing establishes that the Work tested was defective or otherwise failed to satisfy contract requirements, in which case the Design-Builder shall pay the costs, without reimbursement;
- B.12.1.8** All bonds to jurisdictional agencies (utilities, storm water management, land disturbance, and grading); and
- B.12.1.9** All performance and payment bonds and general liability insurance. The Department may, in its sole discretion, allow the Design-Builder to recover the costs of subcontractor default insurance at a mutually agreed upon rate in lieu of trade level bonds.

B.12.2 Cost of General Conditions. The Design-Builder's general condition costs shall be reimbursable at cost and without mark-up. Only the following items, however are reimbursable.

Any other items or expenses are non-reimbursable and the Design-Builder shall look to its fee to cover any additional cost items.

- B.12.2.1** The cost of “construction staff”. The term construction staff shall mean the Project Executive, project managers and superintendents assigned to the project, administrative staff assigned on a full-time basis to the Project site, and professional staff performing scheduling, cost estimating and accounting services;
- B.12.2.2** Fringe Benefits associated with construction staff;
- B.12.2.3** Payroll taxes and payroll insurance associated with construction staff;
- B.13.2.4** Staff costs associated with obtaining permits and approvals;
- B.12.2.5** Out-of-house consultants;
- B.12.2.6** The field office for the Design-Builder including but not limited to: (i) trailer purchase and/or rent; (ii) field office installation, relocation and removal; (iii) utility connections and charges during the Construction Services Phase; (iv) furniture; (v) office supplies;
- B.12.2.7** Office equipment including but not limited to: (i) computer hardware and software; (ii) fax machines; (iii) copying machines; (iv) telephone installation, system and use charges; (v) job radios;
- B.12.2.8** Local delivery and overnight delivery costs; and
- B.12.2.9** First aid facility.

B.12.3 Non-Reimbursable Costs. The following costs shall not be reimbursable:

- B.12.3.1** Any personnel or labor costs other than those provided for in Section B. 13.3.1(a) or Section B.13.2.1 of this RFP.
- B.12.3.2** Fees for any permits or licenses the Design-Builder requires to conduct its general business operations.
- B.12.3.3** Capital expenses and interest on capital employed for the Work.
- B.12.3.4** The cost of home or regional offices, it being understood that compensation for such costs is included in the Design-Build Fee.
- B.12.3.5** Sales or use taxes, unless the Design-Builder establishes that applicable law required payment of such taxes.
- B.12.3.6** Costs due to the errors or omissions of the Design-Builder or its subcontractors or suppliers at all tiers, negligent or otherwise.
- B.12.3.7** Costs due to breach of Contract by the Design-Builder or its subcontractors or material suppliers at all tiers, including, without limitation, costs arising from

defective or damaged Work or its correction, disposal of materials or equipment erroneously supplied, and repairs to property damaged by the Design-Builder or its subcontractors or material suppliers at all tiers.

B.12.3.8

Any costs incurred in performing work of any kind before Notice to Proceed, unless specifically authorized by the Department.

SECTION C ECONOMIC INCLUSION

C.1 Preference for Small, Local, and Disadvantaged Business Enterprises

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

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

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

C.1.2 Preferences for Certified Joint Ventures

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

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

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

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

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

C.2 Subcontracting Plan

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

C.2.1 Subcontracting Plan Requirements

Mandatory Subcontracting Requirements

1. Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
2. If there are insufficient SBEs to completely fulfill the requirement of paragraph 1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
3. A prime Contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of paragraphs 1 and 2 above.
4. Except as provided in paragraphs 5 and 7 below, a prime Contractor that is a CBE and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime Contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

5. A prime Contractor that is a certified joint venture and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime Contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
6. Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
7. A prime Contractor that is a CBE and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

C.2.2 Subcontracting Plan

If the prime Contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section (a) of this clause. The plan shall be submitted as part of the offer and may only be amended with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

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

C.2.3 Copies of Subcontracts

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

C.2.4 Subcontracting Plan Compliance Reporting.

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

subcontract

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

(2) If the fully executed subcontract is not provided with the quarterly report, the prime Contractor will not receive credit toward its subcontracting requirements for that subcontract.

C.2.5 Annual Meetings

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

C.2.6 Notices

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

C.2.7 Enforcement and Penalties for Breach of Subcontracting Plan

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

C.2.8 CBE as Prime Contractor

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

C.3 Residency Hiring Requirements for Contractors and Subcontractors

At least fifty-one percent (51%) of the Offeror's Team and every subconsultant's employees hired after the Offeror enters into a contract with the Department, or after such subconsultant enters into a contract with the Offeror, to work on this project, shall be residents of the District of Columbia.

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

The Offeror shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of \$100,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services ("DOES") upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10th of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade Contractors and subcontractors with contracts in the amount of \$500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

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

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

C.4 Apprenticeship Act

The D.C. Apprenticeship Act of D.C. Law 2-156, (“Act”) as amended shall apply to this Project. All subcontractors selected to perform work on the Project on a craft-by-craft basis shall be required to comply with this Act. All terms and conditions of the D.C. Apprenticeship Council Rules and Regulations shall be implemented. The Contractor shall be liable for any subcontractor non-compliance.

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Evaluation Process

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

D.2 Evaluation Committee

Each submission shall be evaluated in accordance with this **Section D** by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the Offeror(s) whose submissions are determined by the source selection official to be the most advantageous to the Department in accordance with 27 DCMR §§ 1613.5 and 1630.5 and not necessarily the Offeror(s) with the highest score as evaluated per the factors in Section D.4. of this RFP.

D.3 Oral Presentation

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

D.3.1 Length of Oral Presentation

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

D.3.2 Schedule

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

D.3.3 Offeror Attendees

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

D.3.4 Topics

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

D.4 Proposal Evaluation

Each proposal will be scored on a scale of zero (0) to one hundred twelve (112) points. Offerors will be eligible to receive up to twelve (12) of the one hundred twelve (112) points based on the Offerors status as certified business enterprises as outlined in **Section C.1** of this RFP. The Department's evaluation shall not necessarily be limited to the information provided in the Offeror's proposal. As part of the evaluation, the Department will also consider its own historical experience with the Offeror, as well as the direct experience with the Offeror of the members of the evaluation panel and others involved in the evaluation process. The Contract will be awarded to the Offeror found to be the most advantageous to the Department in accordance with 27 DCMR §§ 1613.5 and 1630.5 and not necessarily the Offeror(s) with the highest evaluated score.

D.4.1 Builder's Experience & References (10 points)

The Department desires to engage a Design-Builder with the experience necessary to realize the objectives set forth in the RFP. The construction component of each Design-Builder (the "Contractor") will be evaluated based on their demonstrated experience in: (i) construction and renovation projects in an urban setting; (ii) adaptive reuse and renovation of historic buildings; (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.

D.4.2 Builder's Key Personnel (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; and (iii) the project manager. The availability and experience of the key individuals assigned to this project will be evaluated as part of this element. Please provide a table that identifies the specific staff that will be assigned to this project. The table should include: (i) the individual's name (if known); (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this project); and (iv) the time periods during which the individual will be assigned to the project. This table should include all personnel that will be assigned to the project. This element of the evaluation will be worth up to ten (10) points.

D.4.3 Architect/Engineer's Experience & References (10 points)

The Department desires to engage a design-builder with a design component that possesses the experience necessary to realize 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) adaptive reuse and renovation of historic buildings; (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.

D.4.4 Architect/Engineer Key Personnel (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 landscape architect; and (v) the parking & transportation consultant. Please provide a table that identifies the specific staff that will be assigned to this project. The table should include: (i) the individual's name (if known); (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this project); and (iv) the time periods during which the individual will be assigned to the project. This table should include all personnel that will be assigned to the project. This element of the evaluation will be worth up to ten (10) points.

D.4.5 Price (20 points)

Offerors will be required to bid a Preconstruction Fee, a Design Fee a Design-Build Fee, and a General Conditions Budget. These price components will be worth up to twenty (20) points. Up to an additional twelve (12) points will be awarded based on the Offerors status as a certified business enterprise as outlined in **Section C.1.**

D.4.6 Project Management Plan & Schedule (40 points)

Offerors are required to submit with their proposal a Management Plan. The Management Plan should clearly explain how the Design-Builder intends to manage and implement the Project. At a minimum, it should (i) outline the procedures that the Offeror will use during the pre-construction phase to guide the design so as 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; (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).

SECTION E PROPOSAL ORGANIZATION AND SUBMISSION

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

E.1 Submission Identification

Submissions shall be proffered in a complete original proposal (pricing and technical submission); one (1) copy of the pricing proposal; and five (5) copies of the technical portion of the proposal as outlined below. An electronic copy of the complete original proposal either on USB flash drive or CD-ROM shall also be provided. The Offeror's original submission shall be placed in a sealed envelope conspicuously marked: "**Proposal for Design-Builder Services Lafayette Recreation Center Renovation & Expansion.**"

E.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

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

E.3 Date and Time for Receiving Submissions

Submissions shall be received no later than 2:00 p.m. on **October 21, 2016**. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

E.4 Submission Size, Organization and Offeror Qualifications

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

E.4.1.1 Executive Summary

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

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

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

- A. Name(s), address(es), and role(s) of each firm (including all sub-consultants)
- B. Firm profile(s), including:
 - i. Age
 - ii. Firm history(ies)
 - iii. Firm size(s)
 - iv. Areas of specialty/concentration
 - v. Current firm workload(s) projected over the next year
 - vi. Provide a list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.
- C. Description of the team organization and personal qualifications of key staff, including:
 - i. Identification of the single point of contact for the Offeror.
 - ii. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the Offeror.
 - iii. A list or chart of all personnel proposed for the Project. Such list or chart should include the following information for each individual:
 - 1. The individual's name
 - 2. The individual's role
 - 3. The percentage of time that will be devoted by the individual to the Project. This should be identified for each phase of the Project.
 - 4. The individual's resume. Resumes should indicate the individual's experience on the eight (8) relevant projects and identify the role of the

individual in each past project noted on the resume. The resume should also clearly identify how long the individual has worked in the construction industry and should indicate the number of years of experience in his or her current role as well as prior roles.

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

E.4.1.3 Relevant Experience and References

A. Detailed descriptions of no more than eight (8) projects that best illustrate the team's experience and capabilities relevant to this project. For each such project, the Offeror should provide the information requested below:

- (i) The name and location of the project.
- (ii) The square footage of the project
- (iii) A short narrative of the scope of the contractor's work on the project.
- (iv) The delivery method implemented on the project.
- (v) The start and end dates for construction.
- (vi) The date of builder's engagement and point during the design process at which builder was engaged (e.g., schematic design 50% complete; schematic design 100% complete, etc.).
- (vii) The initial substantial completion date and initial contract value, also noting the contract type (i.e., GMP, NTE or Lump Sum).
- (viii) The level of completion of design documents that the initial contract value was based on.
- (ix) The actual substantial completion date and the final contract value.

B. The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms (**Attachment L**) are completed and submitted on behalf of the Offeror directly to **Farhad Rezaei** by the due date for proposals.

C. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture.

E.4.1.4 Project Management Plan

The Project Management Plan should contain the information requested in **Section D.4.6** of the RFP.

E.4.1.5 SBE Subcontracting Plan

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

E.4.1.6 First Source Employment Agreement

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

E.4.1.7 Preliminary Project Schedule

Each Offeror should prepare a preliminary project schedule (the “Baseline Schedule”) that shows how the Offeror intends to complete the Project in a timely manner. The Baseline Schedule shall be subject to review and approval by the Department and the Design-Builder shall incorporate such adjustments to the Baseline Schedule as may be reasonably requested by the Department. The Baseline Schedule shall be prepared in a CPM method and be developed in a sufficient level of detail so as to permit the affected parties (i.e. the Department, 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.

E.4.2 Price Proposal

The Price proposal shall be organized as follows:

E.4.2.1 Bid Form

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

E.4.2.2 Bidder-Offeror Certification Form

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

E.4.2.3 Tax Affidavit

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

E.4.2.4 Bid Bond

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

SECTION F BIDDING PROCEDURES & PROTESTS

F.1 Contact Person

For information regarding this RFP please contact:

Farhad Rezaei
Contract Specialist
Department of General Services
2000 14th Street, N.W., 8th Floor
Washington, DC 20009
Phone: (202) 671-2255
Email: farhad.rezaei@dc.gov

Any written questions or inquiries should be sent to **Farhad Rezaei** at the address above.

F.2 Preproposal Conference

A preproposal conference will be held on **September 30, 2016 11:00 a.m.** The conference will be Department of General Services, 1250 U Street NW, 4th floor, Washington, DC 20009. Interested Offerors are strongly encouraged to attend.

F.3 Explanations to Prospective Offerors

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

Requests should be directed to **Farhad Rezaei** at the address listed in Section F.1 no later than the close of business on **October 7, 2016**. The person making the request shall be responsible for prompt delivery.

F.4 Protests

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

F.5 Contract Award

This procurement is being conducted in accordance with D.C. Code § 2-354.03 and the provisions of Title 27 DCMR §§ 4700, et seq., of the Department's Procurement Regulations. Responses to the RFP shall be in the form of competitive sealed proposals and the contract shall be awarded based on the proposal that is the most advantageous to the Department, or in the event of more than one award, the proposals that are the most advantageous to the Department. The RFP sets forth the evaluation factors and indicates the relative importance of each factor. The RFP contains a statement of work or other description of the Department's specific needs, which shall be used as a basis for the evaluation of the proposals. Price will be evaluated; however, while price or total cost to the Department may be an important or even deciding factor in most source selections, the Department may select the source whose proposal is more advantageous in terms of technical merit and other factors in accordance with Title 27 DCMR § 1613.5. As such, the contract contemplated hereunder will be awarded to the Offeror whose competitive sealed proposal is determined by the source selection official to be the most advantageous to the Department considering technical merit and other factors.

F.6 Retention of Submissions

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

F.7 Examination of Submissions

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

F.8 Late Submissions: Modifications

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

F.9 No Compensation for Preparation of Submissions

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

F.10 Rejection of Submissions

The Department reserves the right, in its sole discretion:

- A. To cancel this solicitation or reject all submissions.
- B. To reject submissions that fail to prove the Offeror's responsibility.
- C. To reject submissions that contain conditions and/or contingencies that in the Department's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- D. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
- E. To take any other action within the applicable Procurement Regulations or law.

- F. To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.
- G. To reject submissions that indicate a lack of understanding of any aspect of the project.
- H. To reject submissions that are too costly, financially or otherwise, to the Department relative to other submissions and the project budget.
- I. To reject submissions where the Offeror has altered any pricing element or line item by Thirty Percent (30%) from the initial offer or median price for that pricing element or line item in response to a Request for a Best and Final Offer (“BAFO”).
- J. To reject submissions that are deemed non-responsive.

F.11 Limitation of Authority

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

F.12 Non-Responsive Proposals

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

SECTION G INSURANCE REQUIREMENTS

G.1 Required Insurance

The contractor will be required to maintain the following types of insurance throughout the life of the contract.

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

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

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

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

G.1.5 The Design-Builder shall purchase expanded builder’s risk insurance coverage for the project.

G.1.6 Contractor’s pollution legal liability policy of at least Two Million Dollars (\$2,000,000) for the duration of the Project and a period of three (3) years after Substantial Completion of the Project.

G.2 Additional Insureds

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

G.3 Waiver of Subrogation

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

G.4 Strength of Insurer

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

SECTION H BONDS

H.1 Bid Bond

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

H.2 Trade Subcontractor Bonds

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

H.3 Contractor's Payment and Performance Bond

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

Attachment A

Program Requirement

Attachment B

Agreement for Design Build Services

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 Guarantee Certification

Attachment H

Standard Contract Provisions

Attachment I

SBE Subcontracting Plan

Attachment J

First Source Agreement

Attachment K

2016 Living Wage Act

Attachment L

Past Performance Evaluation Form

Attachment M

Bid Bond Form

Attachment N

Notice to Proceed and Letter of Contract

