

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



REQUEST FOR PROPOSALS

CONSTRUCTION MANAGEMENT AT-RISK SERVICES
THERAPEUTIC RECREATION CENTER

Solicitation Number: DCAM-21-CS-RFP-0002

Issue Date: January 22, 2020

Pre-Proposal Conference: January 28, 2021 at 11:00 a.m.

Site Visit: January 29, 2021 at 9:00 a.m. to 10:30 a.m.

Last Day to submit questions: February 8, 2021 2:00 P.M.

Proposal Due Date: Thursday, February 25, 2021 at 2:00 P.M.

To be held :

See Part 1- Section 1.9

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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”) on behalf of the District Department of Parks and Recreation (“DPR”) is issuing this Request for Proposals (“RFP”) to engage a contractor (“CMAR” or “Contractor”) to provide construction management at-risk services for the modernization of the Therapeutic Recreation Center (“Project”), located at 3030 G Street SE, Washington, DC. The purpose of this RFP is to determine which Offeror will be awarded the construction management at risk contract (“Agreement” or “Contract”) for the Project.

1.1 Project Overview

The Department is issuing this RFP to engage a Construction Manager at Risk (“CMAR”) to provide all work and construction services required to construct and implement the approved design for the Therapeutic Recreation Center project (collectively the “Work”). The Schematic Design report and drawings are attached hereto as **Attachment A** (the “Drawings and Specifications” or “Bid Set”) and will serve as the basis of your fee proposal as further explained in the resulting contract between the CMAR and the Department.

The Project scope generally includes all services necessary to complete the demolition of existing building, and construction of a new Therapeutic Recreation Center that will include enhanced amenities such as a therapeutic pool, locker rooms, family changing rooms, gym, fitness center, activity rooms, library, technology lounge, dining and kitchen, functional space, senior center, site features and improvements.. The Department anticipates that the Project will be completed in two phases. Phase 1 will include razing of the existing recreation center facility, and Phase 2 will include completion of the new Therapeutic Recreation Center facility and site work.

DGS previously engaged DLR Group to serve as the “Architect/Engineer” or “A/E” for this Project.

1.2 Project Background

The Therapeutic Recreation Center (“TR Center”) located at 3030 G Street SE, Washington DC 20019. The TR Center sits on approximately 7.43 acres and is comprised of two one-story buildings, and exterior amenities including a mini golf course, playground, basketball court, baseball diamond, walking trails, parking and an open field and picnic area. The existing facility constructed in the 1980s is approximately 22,000 square feet. The existing buildings house an indoor therapeutic pool, pump room, locker rooms, classrooms, a weight room, a reading room/library, gym, senior center and several administration offices. The TR Center provides recreation and athletic programs for residents of all ages, including adaptive programs and facilities for persons with disabilities through a continuum of specialized therapeutic recreation program servers. Some of the current services and programs include the following: leisure life skills

development, adaptive sports and aquatics, senior programming, community inclusion activities, arts and crafts and cultural activities, special events and field trips, and holiday and summer camps.

The selected CMAR will be required to provide a full range of services required to demolish the existing building and construct a new recreational facility to meet the Department's programmatic requirements. The new facility is envisioned to be the premier Therapeutic Recreation Center in the District and region. The TR Center is to be an all-inclusive facility catering to people of all ages and abilities. It is important that the facility can accommodate DC's large population of individuals with special needs while still catering to non-disabled users and the immediate community. The programs and amenities will focus on users with cognitive and physical disabilities; seniors; and inclusive day camps, but also offer inclusive recreational and wellness opportunities. The Therapeutic Recreation Center should incorporate a comprehensive approach to health and wellness programs and amenities, incorporate biophilic design elements to bring nature into the built environment, and obtain a minimum of LEED Silver certification for the new facility. All project documents prepared to date by the AE Team to date are included as **Attachment A**.

1.3 Project Budget and Funding Limitations

Offerors are to base their Proposals on the District's construction costs funding limitation for the Project. The Department has an approved construction budget of \$28,000,000 for this Project. The construction budget includes all material and labor to complete the project, CMAR Fees, General Conditions, Insurance and Bonds, Design Contingency and Construction Contingencies.

1.4 Compensation

As is more fully described in the contract between the Department and the Contractor ("Agreement" or "Contract"), this will be a cost plus a fixed fee with Guaranteed Maximum Price ("GMP") contract. The Agreement will be issued via Amendment to the RFP as Attachment L, Agreement. Offerors are not required to submit trade costs nor a proposed GMP with their proposals. Offerors are advised, however, that adjustments will only be made to the fee and the maximum cost of general conditions should (i) the overall dollar amounts allocated for the Project increase by more than (10%) above the approved budget for the Project as of the date of issuance of this RFP; or (ii) if the Department elects to delay or extend the Project schedule beyond November 5, 2022 for reasons other than delay caused by the CMAR, and in such an instance, only in accordance with the terms of the resulting Agreement.

1.5 Substantial Completion Date

The Therapeutic Recreation Center Project shall be Substantially Completed by October 5, 2022 (the "Substantial Completion Date").

1.6 Project Delivery Method

The Department intends to implement the Project through a construction management at-risk approach. The scope of work for the Project (“Scope of Work”) will be divided into two phases: (i) Preconstruction Phase; and (ii) the Construction Phase. As explained above, the Construction Phase will be completed in two phases: razing of the existing recreation center facility and completion of the site work (“Phase 1”); and construction of the new recreation center facility and associated sitework. (“Phase 2”).

During the Preconstruction Phase, the selected CMAR will be required to work with the Architect to develop a schedule, budget and design that accomplishes the Department's goals and objectives. The CMAR will be required to actively participate in the development of the construction documents by providing cost estimating, scheduling, identifying long-lead purchasing items and performing constructability reviews. The Department expects that the GMP/permit documents will be completed by December 2020 at which point the CMAR will be required to obtain quotes from trade subcontractors and provide a GMP based on the approved set of documents. The process by which the GMP will be formed is more fully described in the Form of Contract which will be issued by addendum.

The Project needs to be completed and available for occupancy by DPR no later than the Substantial Completion Date noted in **Section 1.5** above. The Department contemplates that construction will begin in spring 2021. Abatement, razing, selective demolition, tree protection/remediation work, site enablement and other long lead items may be released earlier, if necessary.

1.7 Department Designated Point of Contact

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

Name: Rhonda Harris
Title: Contract Specialist
Department of General Services
Contracts and Procurement Division
1250 U Street, NW
Washington, DC 20009

Mailing address: 1250 U Street, NW
Washington, DC 20009

Phone: 301-395-6853
E-mail: Rhonda.harris@dc.gov

The Department disclaims the accuracy of information derived from any source other than the Department's POC, and the use of any such information is at the sole risk of the Offeror. All communications and requests for information shall be submitted in writing by the Offeror's point of contact identified in the Submission. Written communications to the Department from Offerors shall specifically reference the correspondence as being associated with DCAM-21-CS-RFP-0002.

1.8 CMAR Designated Point of Contact

All Offerors responding to this RFP shall provide the name, address, phone number and email address of its designated point of contact to the Department's POC as part of its proposal, as noted in **Part 1, Section 1.7**. Offerors shall notify the Department of any changes in the Offeror's designated point of contact's information. Notification of change(s) may be communicated by email and shall be as soon as practicable following the event(s) causing the change(s). Failure to identify a designated point of contact in writing may result in the Offeror failing to receive post-bid addenda or other important communications from the Department, for which the Department shall not be responsible.

1.9 Procurement Schedule and Project Milestones, Pre-Proposal Conference/Site Visit

1.9.1 Procurement Schedule

The Department anticipates conducting the procurement of the Project in accordance with the Procurement Schedule. The Procurement 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: January 22, 2021
- Pre-Proposal Conference: January 28, 2021
- RFP Questions due to the Department: February 08, 2021
- Proposals Submission Due date: February 25, 2021
- Notice to Proceed / Letter Contract (if any) approximately April 15, 2021

1.9.2 Project Schedule

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

1.9.2.1 Substantial Completion Date shall be no later than the date set forth in **Section 1.5**; and

1.9.2.2 If an Offeror proposes a Substantial Completion Date earlier than that shown in **Part 1, Section 1.5**, and the Department agrees to such proposed date, such proposed date will be deemed by the Department as the contractual Substantial Completion Date for the Agreement for all purposes, including liquidated damages.

<u>Project Schedule</u>	
Submit Baseline Schedule	February 28, 2021
Complete GMP Bid Set (by A/E)	March 15, 2021
Complete Trade Bidding	April 15, 2021
GMP Proposal Submitted:	May 13, 2021
VE/GMP Negotiations Completed	June 11, 2021
Finalize GMP	June 14, 2021
Council Approval of GMP	September 3, 2021
Project Substantial Complete:	October 5, 2022

1.10 Selection Criteria

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

1.11 Economic Inclusion

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

In addition to LSDBE participation as described in **Part 4** of the RFP, the Department requires that District residents participate in the Project to the greatest extent possible.

1.12 RFP Documents

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

The Attachments to this RFP are fully listed in **Part 11** of this RFP.

1.13 Obligation to Meet All of the Requirements of the RFP Documents

If awarded the Agreement, the CMAR will be obligated to meet all of the requirements of the RFP Documents for the Project Budget and within the Agreement schedule.

1.14 Offeror’s Pre-Proposals Responsibilities and Representations

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

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

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

PART 2 – PROJECT REQUIREMENTS

2.0 Scope of Work

Under this RFP, the Department will engage a CMAR to provide any and all construction services required to complete the Project. The Project shall be complete, operating and ready for use on or before the Substantial Completion Date and within the Project's budget as specified in **Part 1, Section 1.3** and **Section 1.5** of this RFP.

The Project will be located at 3030 G Street SE, Washington, DC.

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

- a) To confirm the construction of the Project in accordance with the RFP Documents.
- b) To provide all construction management services necessary to implement the goals of the Project inclusive of, but not limited to, the following: construction management services inclusive of budgeting, value engineering ("Value Engineering"), scheduling, project administration, management and coordination of subcontractors.
- c) To conduct subsurface investigation work if and as required for the Project.
- d) To furnish and provide all materials, management, personnel, equipment, hazardous material abatement, supervision, labor and other services necessary to complete the Project.

2.1 CMAR's Duties; General Intent

The CMAR will be required to work with the Architect, Department, DPR, and other applicable regulatory agencies to advance the design for the Project and to construct the approved design no later than the Substantial Completion Date. The CMAR will be required to engage in preconstruction efforts to ensure constructability reviews of the design 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 dates set forth in this RFP. The CMAR will be required to provide a Project ready for occupancy and shall be responsible for all items of cost except for those items set forth in **Part 2, Section 2.12** of this RFP.

2.2 Preconstruction Phase

2.2.1 Initial Deliverables

The Preconstruction Phase will start from the issuance of the notice to proceed through the execution of the GMP amendment ("GMP Amendment"). The Department will issue a notice to proceed for preconstruction services (the "Preconstruction NTP" or "Letter Contract"), which will be provided via Addendum as **Attachment M**. Offerors are advised that they are required to submit their Proposals premised upon agreeing to the terms of the Preconstruction

NTP. To the extent there are any ambiguities or inconsistencies between this RFP, the Standard Contract Provisions and the Preconstruction NTP, the order of precedence shall be: the Standard Contract Provisions; Preconstruction NTP; and the RFP. **A Proposal that identifies or describes changes or exceptions to the Standard Contract Provisions or the Preconstruction NTP shall be deemed non-responsive.**

The CMAR shall prepare and provide the following initial deliverables:

2.2.1.1 Baseline Schedule. Within seven (7) days after the Preconstruction NTP is issued, the CMAR 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 CMAR 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 CMAR and any other affected parties to properly plan the Project. The Baseline Schedule shall show: (i) key design milestones and bid packages (to be provided by the Architect); (ii) release dates for long lead items; (iii) release dates for key subcontractors; and (iv) Substantial and Final Completion Dates. The Baseline Schedule must also be submitted in Primavera 6 native format and shall be updated by the CMAR, at a minimum, on a bi-weekly basis. Bi-weekly updates to the schedule should include the original baseline schedule as well to show time difference between planned start and finish dates versus actual start and finish dates.

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

2.2.1.3 Constructability/Sole Source/Long-Lead Time Memorandum. Concurrently with the Construction Management Plan, the CMAR 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.

2.2.1.4. Bidding Procedures. Bidding procedures shall include: (i) a list of proposed trade packages; (ii) a list of trade subcontractors that will be invited to bid on each such package; and (iii) a narrative description of the process. At least three (3) potential subcontractors shall be identified for each trade package. In addition to the information normally required in such bids, the CMAR shall also require subcontractors to provide an estimate of the percentage of labor hours performed in completing the subcontracted work that will be performed by District residents. A copy of this deliverable shall be provided to both the Project Manager and the Contracting Officer. The Construction Manager shall have at least one "over the shoulder" review session for each major trade package with the Architect. These "over the shoulder" review sessions shall be scheduled such review prior to trade bidding.

2.2.1.5. Value Engineering & Scope Assessment. Based on the trade bids the CMAR shall prepare a written report of suggested Value Engineering strategies necessary to reconcile the costs of constructing the Project with the Department's Project Budget. The CMAR shall meet with the Department's representatives to discuss any Value Engineering and changes in scope required to bring the project costs within the Project Budget.

2.2.1.6. GMP Formation. Based on any value engineering, scope modifications and approved changes in the Project Budget, the CMAR shall prepare and submit to the Department a GMP proposal. The Department's GMP proposal shall represent CMAR's offer to Fully Complete the Project. The GMP proposal shall include: (i) a line item construction budget; (ii) a detailed CPM schedule; (iii) a listing of the drawings upon which the GMP is based; (iv) an LSDBE utilization plan; and (v) a workforce utilization plan. In the event that the Department and the CMAR 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 CMAR.

2.2.1.7 Additional Preconstruction Services. In addition to those items enumerated above, the CMAR shall provide such preconstruction services as are necessary to properly advance the Project. These services shall include, but are not limited to, scheduling, estimating, shop-drawings, the ordering of long-lead materials, condition assessments, conservator studies, archeological studies, recommended testing, additional geotechnical testing, and monitoring of historic assets. The CMAR shall prepare and submit to the Department a full cost estimate of the current design no later than [INSERT] weeks from execution of the Preconstruction NTP.

2.2.1.8 Deliverables Liquidated Damages. The CMAR acknowledges that the Department is engaging the CMAR to provide an extensive level of preconstruction support services to minimize the potential for cost overruns, schedule delays or the

need for extensive Value Engineering/re-design late in the Project and that the deliverables required under this **Section 2.2.1** are key to identify the value of such services. In the event the CMAR fails to deliver any of the deliverables required in **Section 2.2.1** (and unless such failure is the result of any event of Force Majeure), the CMAR shall be subject to liquidated damages in an amount of One Thousand Dollars (\$1,000) per day after receiving written notice from either the COTR or the Contracting Officer of failure to submit such deliverables.

2.2.1.9 Permits. The Contractor will be responsible for preparing and submitting all permits and applications for other approvals that are necessary for the construction of the Project. No later than ten (10) days after the notice to proceed for Preconstruction Services, the CMAR shall prepare and submit a matrix that identifies all permits and land use approvals that are required for the Project to proceed. The matrix should include zoning and other land use entitlements, building permits, as well as trade permits and lane closure permits. The matrix shall identify the specific permit, the date by which such is needed to maintain the Project's Schedule, and a status column. The matrix shall be updated monthly. For permits previously submitted by the Department or the AE, the CMAR shall provide assistance and input, if and as requested by the Department, for all such permits through the review process.

The CMAR shall engage such permit expeditors as the CMAR deems necessary or appropriate in light of the Project's schedule.

2.2.1.10 Self-Performed Work. The CMAR and its affiliates may not carry out trade work with its own forces without the Department's written permission, which permission may be withheld or conditioned by the Department in its sole and absolute judgment.

2.2.2 Early Release/Abatement, Razing, & Demolition

2.2.2.1 Abatement, Razing, & Selective Demolition / Exploratory. The Department may release the CMAR to commence hazardous material abatement, razing, and selective site demolition, or other early activities, as applicable. It is envisioned that this work may be released in advance of the Construction NTP.

2.2.2.2 Long Lead Materials. The Department will release funding for long-lead items once the Permit Set/Construction Documents have been approved. If the CMAR 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.

2.3 Construction Phase

Based on the permitted and approved plans and specifications, the CMAR shall construct the Project. During the Construction Phase, the CMAR shall be required to cause the Work to be completed in a manner consistent with the design documents approved by the Department and/or by the authorities having jurisdiction 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 CMAR shall be responsible for paying for and obtaining trade permits, other than the building permit fee, 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 In order to properly manage the Project, the CMAR shall be required to undertake at minimum the following tasks:

- Participate and assist in Project/Planning meetings, during all phases and provide a Project Manager for the entire duration of the project.
- Provide and maintain a fully equipped office on-site to perform all required Contractor duties.
- Participate and assist in A/E led community meetings as support throughout the design phases of the project.
- 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 and meeting minutes with the Program Manager and all trades.
- Provide general safety and signage and posting for the project and ensure 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, (iii) a monthly review of cash flow, and (iv) a narrative of the work performed.
- 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, including and O&M Manual.
- Provide assistance to DPR and DGS through any applicable warranty periods.
- Take control of the site and install the necessary construction fences and other devices to properly secure the site. It is anticipated that this will occur when the Construction Phase begins. The CMAR's storage/laydown area will be limited to the limits of disturbance shown on the approved construction plans.

Additionally, the CMAR is responsible for safety of equipment on site and must follow guidelines spelled out in **Section 2.5.2**.

- Abate hazardous materials, if required, in accordance with EPA and all jurisdictional agencies.
- Demolition, including razing existing facility and park features, complete excavation and site grading necessary to complete the Project.
- Salvage and store all items as identified by the Department.
- Pay all permits and fees associated with the Project.
- Provide all required insurance and performance and payment bonds.
- Remove the balance of construction debris off site in accordance with all applicable rules and regulations of those jurisdictions having authority.

2.3.3 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.

2.3.4 Compliance with Other Requirements. In performing the Work, the CMAR and its subcontractors shall comply with all of the applicable provisions of the Standard Contract Provisions and the requirements set forth in **Section 2.5** (Site Safety), **Section 2.7** (Workhours; Coordination with the District.), and **Section 2.8** (Quality Control Plan) of this RFP.

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

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

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

2.3.8 Move-in Assistance. The CMAR shall assist the Project Team in relocating FF&E and other items, as applicable. The GMP shall include an allowance and Scope of Work for these activities.

2.3.9 Delay Liquidated Damages. In addition to the liquidated damages provided for in **Sections 2.13.2** relating to Key Personnel, and **2.2.1.8** relating to deliverables, if the Scope

of Work is not substantially complete by the Substantial Completion Date, the CMAR shall be subject to liquidated damages in an amount of Five Thousand Dollars (\$5,000) per day. These damages shall not apply if the delay is the result of Force Majeure and the CMAR otherwise complies with the provisions set forth in the Agreement and Standard Contract Provisions.

2.3.10 Hazardous Materials. The CMAR'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 CMAR 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 CMAR shall also give those notices at the appropriate times. The CMAR shall ensure abatement subcontractors and disposal sites are appropriately licensed and qualified. In addition, the CMAR shall ensure that any subcontractors involved in the abatement of hazardous materials maintain a contractor's pollution legal liability insurance policy of at least Two Million Dollars (\$2,000,000) for the duration of the Project and a period of three (3) years after Substantial Completion of the Project, and that any disposal site to which hazardous materials are taken carries environmental impairment liability insurance for the duration of the Project and a period of three (3) years after Substantial Completion of the Project. The CMAR's obligations under this **Section 2.3.10** shall include signing (as the agent for the Department) any manifests required for the disposal of hazardous materials.

2.3.11 Salvaged and Stored Items. The CMAR 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.

2.4 Intentionally omitted.

2.5 Site Safety

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

2.5.2 Safety Plan. Prior to the start of construction activities, the CMAR 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 CMAR 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 District for their review and approval prior to the commencement of construction. Once the Safety Plan has been approved, the CMAR shall comply with the plan at all times during construction. The CMAR shall be required to revise the Safety Plan as may be requested by the Department or DPR. The cost of revising and complying with the plan shall not entitle the CMAR to an increase in the GMP. The CMAR 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 CMAR shall comply with the requirements of **Article 27, Section A** of the Standard Contract Provisions.

2.5.3 Safety Barriers/Fences. As part of its responsibility for Project safety, the CMAR shall install such fences and barriers as may be necessary to separate the construction areas of the site from the public. The CMAR shall describe in the Safety Plan the proposed separation and the specific nature of the fences and barriers that will be used.

2.5.4 Site Security. The CMAR shall be responsible for site security and shall be required to provide necessary measures to protect the site from unwanted intrusion, to include but not limited to, soliciting the services of the district's Protective Services Division (PSD) to provide additional security of the site if necessary.

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

2.5.6 The CMAR 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 CMAR shall also be responsible for the cost of all temporary construction necessary on the site.

2.6 Reporting Requirements

The CMAR shall be required to submit the following reports:

2.6.1 Monthly Report. The CMAR shall provide written reports to the Department, on the progress of the entire Work at least monthly from Preconstruction NTP until Final Completion of the Project. The monthly report shall include:

2.6.1.1 Schedule Update. Each monthly update shall reflect actual conditions of Project progress as of the date of the update. The update shall reflect the actual progress of construction, identify developing delays, regardless of their cause, and reflect the CMAR's best projection of the actual date by which Substantial Completion and Final Completion of the Project will be achieved. Via a narrative statement (not merely a critical path method schedule), the CMAR shall identify

the causes of any potential delay and state what, in the CMAR's judgment, must be done to avoid or reduce that delay. The CMAR shall point out, in its narrative, 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. Any significant variance from the previous schedule or update shall also be identified in a narrative, together with the reasons for the variance and its impact on Project completion. All schedule updates shall be in a form reasonably acceptable to the Department, and the Department may make reasonable requests during the Project for changes to the format or for further explanation of information provided.

Submission of updates showing that Substantial Completion or Final Completion of the Project will be achieved later than the applicable scheduled completion date shall not constitute requests for extension of time and shall not operate to change the scheduled completion date. The Department's receipt of, and lack of objection to, any schedule update showing Substantial Completion or Final Completion later than the dates agreed upon in the Project Schedule shall not be regarded as the Department's agreement that the CMAR may have an extension of time, or as a waiver of any of the Department's rights, but merely as the CMAR's representation that, as a matter of fact, Substantial Completion or Final Completion of the Project may not be completed by the agreed upon date in the Project Schedule. Changes to the scheduled completion dates may be made only in the circumstances and only by the methods set forth in this Agreement. In addition to the written narrative, the CMAR shall provide an electronic copy of the then current schedule in an electronic/native (i.e. manipulable) format.

2.6.1.2 Cost Update. The monthly update shall reflect, by Guaranteed Maximum Price line item, the original line item amount, approved, pending, and projected Change Order amounts, the cost incurred to date, the projected cost to complete the Work of the line item, and any variance between the actually approved budgeted balance of the line item and the projected cost to complete. A clear distinction must be made between approved Change Orders and those merely requested or anticipated. The report shall explain all variances including "buy-outs" or final actual costs including those below their respective Guaranteed Maximum Price line item. In addition, the report must specifically disclose any instances in which the CMAR has transferred amounts from one line item to another, or from the Contingency to any other line item. Neither submission of, nor the Department's failure to reject, an update reflecting that the projected cost to complete the Project will exceed the Guaranteed Maximum Price will operate to increase the Guaranteed Maximum Price or waive the Department's right to enforce the Guaranteed Maximum Price; nor shall such submission or failure to reject by the Department constitute approval of the expenditure of contingency funds or the transfer of funds

from one line item to another. If the report reflects budget overruns, it must also include a recovery plan.

2.6.1.3 Economic Inclusion Report. The monthly report shall include a detailed summary of the CMAR's efforts and results with respect to the economic inclusion goals set forth in this Agreement. Such report shall be in a format acceptable to the Department and shall include, at a minimum (i) the CMAR's overall performance with respect to the goals; (ii) a listing of subcontracts and agreements with material suppliers let by the CMAR and its Subcontractors during the month and the percentage of those subcontracts and agreements with material suppliers awarded to LSDBEs; (iii) a listing of subcontracts let by the CMAR and its Subcontractors during the month; and (iv) a description of the major subcontracting and supply opportunities that will be solicited during the next three (3) months and the actions being undertaken to meet the subcontracting goals.

.4 Cash Flow Update. If there have been any changes to the anticipated cash flow for the Project, they shall be disclosed and explained in the monthly report. If there are no such changes, the report shall so state.

.5 Quality Assurance Report. The monthly report shall include a detailed summary of the steps that are being employed in order to ensure quality construction and workmanship. Each report should specifically address issues that were raised by the Department, its Program Manager, and any other inspectors on the Project during the prior month and outline the steps that are being taken to address such issues.

.6 Progress Photos. The monthly report shall include updated progress photos that shall detail changes in the Work during the month.

2.6.2 Bi-Weekly Schedule Updates. The CMAR shall provide a Baseline Schedule update to the Department, on the progress of the entire Work at least bi-weekly, in the same format set forth in Section 2.2.1.2 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 CMAR's best projection of the actual date by which Substantial Completion and Final Completion of the Project will be achieved. The CMAR 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.

2.6.3 Use of ProjectTeam or Other Web-Based Document Management System. The CMAR shall utilize the Department's Prolog or other web-based document management system to submit any and all documentation required to be provided by the CMAR, including, but not limited to: (i) requests for information; (ii) submittals; (iii) meeting

minutes; (iv) invoices/applications for payment (full package including all forms required by the Department); (v) certified payrolls (in addition to upload via LCP Tracker); (vi) drawings and specifications; (vii) punchlist; and (viii) other documents as may be designated by the Department.

2.6.4 Invoice Submittal. The CMAR shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>. The CMAR shall submit proper invoices on a monthly basis. To constitute the required documentation for the invoice per Article 7 of the Standard Contract Provision, the CMAR shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the CMAR's profile.

2.7 Workhours; Coordination with all parties and Community

2.7.1 Workhours. The CMAR 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.

2.7.2 Parking. The CMAR 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 CMAR shall develop a parking plan for those individuals working on the site that is reasonably acceptable to the Department.

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

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

2.7.5 Site Office. Throughout the Project, the CMAR shall provide and maintain a fully equipped construction office for the Project site.

2.8 Quality Control Plan

2.8.1 General Obligation. The CMAR shall be responsible for all activities necessary to manage, control, and document work to ensure compliance with the Contract Documents as outlined in **Part 7**. The CMAR's responsibility includes ensuring adequate quality control services are provided by the CMAR'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.

2.8.2 Quality Control Plan. The CMAR 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.

2.8.3 Implementation. During the Construction Phase, the CMAR 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 CMAR 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.

2.8.4 Corrective Action Plan. The Department shall have the right to direct the CMAR to revise the Quality Control Plan in accordance with the Agreement.

2.9 Project Close-out

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

2.9.2 Training. The CMAR shall provide training to DPR staff on all of the building systems, as applicable. The CMAR 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.

2.9.3 Warranties & Manuals. Subsequent to Substantial Completion Date and no later than fifteen (15) days following the Substantial Completion Date, the CMAR 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 (boiler, elevator, emergency evacuation plans, health inspection, etc.) for the new building.

No later than thirty (30) days following the Substantial Completion Date, the CMAR shall prepare and submit: (i) a complete set of its Project files; (ii) a set of record drawings; and (iii) any additional documentation required by the Turnover Protocol Document listed in Attachment Q.

2.9.4 Eleven Month Walk. The CMAR 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 CMAR and a representative of the Department shall walk the Project to identify any necessary warranty work.

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

2.10 Costs and Fees

2.10.1 Reimbursable Costs

The following costs shall be reimbursable at cost and without mark-up:

- a) Payments made by the CMAR to subcontractors and suppliers, but only in accordance with the Subcontracts and Supply Agreements;
- b) The Cost of General Conditions (as defined below in **Section 2.10.2**), subject however to the Maximum Cost of General Conditions;
- c) All amounts due to the CMAR under the terms of the Department's written authorization for the CMAR to perform any portion of the Work as Self-Performed Work. If an authorization for the CMAR 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:
 1. **Labor.** Properly documented wages actually paid to Project foremen, construction workers, and other personnel in the direct employ of the CMAR, 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.
 2. **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.
 3. **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 CMAR'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.

- d) Royalty and license fees paid for use of a design, process or product, if its use is required by the Agreement or has been approved in advance by the Department;
- e) Fees for obtaining all required approvals or permits associated with the abatement, demolition, utilities abandonment, and utility relocation, and all trade permit fees.
- f) All fees and other costs necessarily incurred to carry out testing and inspection required by the Agreement, or otherwise to maintain proper quality assurance. The costs the CMAR 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 the Agreement's requirements, in which case the CMAR shall pay the costs, without reimbursement;
- g) All bonds to jurisdictional agencies (utilities, storm water management, land disturbance, and grading); and
- h) All performance and payment bonds and general liability insurance. The Department may, in its sole discretion, allow the CMAR to recover the costs of subcontractor default insurance at a mutually agreed upon rate in lieu of trade level bonds, provided that such insurance be approved by the Department in advance and after being presented with a cost-benefit analysis of such use.

2.10.2 Cost of General Conditions

The CMAR'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 CMAR shall use its fee to cover any additional cost items):

- a) The cost of "construction staff". The term construction staff shall mean the Project Executive, project managers and superintendents assigned to the Project, administrative and professional staff performing scheduling, cost estimating, quality control, quality assurance and accounting services assigned on a full-time basis to the Project site;
- b) Fringe Benefits associated with construction staff;
- c) Payroll taxes and payroll insurance associated with construction staff;
- d) Staff costs associated with obtaining permits and approvals;
- e) Site security, including, but not limited to, perimeter fencing, cameras and watchmen;
- f) Out-of-house consultants, including permit expeditors;
- g) Department standard signage, fence wrap / wind screen;
- h) The field office for the CMAR 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 Phase; (iv) furniture; (v) office supplies; (vi) temporary generators; (vii) any site-work required to provide access to the field office, including steps, ramps and ;

- i) Temporary restrooms, hand-wash stations and lockers;
- j) 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;
- k) Site cleanup, and cleanup of surrounding sidewalks and streets;
- l) Snow removal and ice-prevention on sidewalks that surround the site;
- m) Miscellaneous labor and tools used by Design-Builder;
- n) Local delivery and overnight delivery costs; and
- o) First aid facility.
- p) .

2.10.3 Non-Reimbursable Costs

The following costs shall not be reimbursable:

- a) Any personnel or labor costs other than those provided for in **Section 2.10.1 (c) (1)** or **Section 2.10.2 (a)**.
- b) Fees for any permits or licenses the CMAR requires to conduct its general business operations.
- c) Capital expenses and interest on capital employed for the Work.
- d) The cost of home or regional offices, it being understood that compensation for such costs included in the Construction Management Fee and Award Fee.
- e) Sales or use taxes, unless the CMAR establishes that applicable law required payment of such taxes.
- f) Costs due to the errors or omissions of the CMAR or its subcontractors or suppliers at all tiers, negligent or otherwise.
- g) Costs dues to breach of Contract by the CMAR 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 CMAR or its subcontractors or material suppliers at all tiers.
- h) Any costs incurred in performing work of any kind before Preconstruction NTP, unless specifically authorized by the Department in advance and in writing.
- i) Direct or indirect costs of any kind, except those expressly included in **Section 2.10.1**.

2.11 Construction Management Fee & Award Fee Calculations

The CMAR's compensation shall consist of (i) the Preconstruction Fee; and (ii) Construction Management Fee bid by selected Offeror. In addition, the CMAR shall be entitled to recover at cost and without mark-up its Costs of General Conditions as is defined in **Section 2.10.2**; subject, however, to the Maximum Cost of General Conditions proposed by the selected Offeror which limits shall serve as a cap on the Cost of General Conditions.

2.11.1 Preconstruction Fee. The Preconstruction fee shall be Contractor's sole compensation for services performed during Preconstruction Phase.

2.11.2 Base Construction Management Fee. The Construction Management Fee shall be divided into two categories. Seventy-five percent (75%) of the Construction Management Fee shall be referred to as the “Base Construction Management Fee” and the remaining twenty-five percent (25%) shall be at risk (the “At Risk Portion”). The Base Construction Management Fee shall be paid in monthly progress payments. Each of those amounts shall be paid in equal monthly installments spread over the duration of each such phase. To the extent that the Agreement duration is extended, the then remaining amounts of the Base Construction Management Fee will be re-allocated such that the then existing portion of the Base Construction Management Fee allocated to each phase shall be evenly spread over the then -remaining duration of the phase.

2.11.3 Maximum Cost of General Conditions. The Maximum Cost of General Conditions shall be the maximum amount that will be reimbursed by the Department for those costs described in Section 2.10.2. The Maximum Cost of General Conditions shall not be increased or decreased as a result of Change Orders or Change Directive unless such changes (i) extend the duration of the Project beyond the time identified in Section 1.5; and (ii) the CMAR can demonstrate to the satisfaction of the Department that such additional Cost of General Conditions are necessary and not due to any fault of the CMAR, its subcontractors, materialmen, consultants or anyone making claims thereunder. To the extent the CMAR incurs General Conditions costs in excess of the Maximum Cost of General Conditions, the CMAR shall not be entitled to reimbursement for such amounts. In such an event, the CMAR shall be required to adequately staff the Project.

2.11.4 Award Fee Determination. The CMAR shall be entitled to the At Risk Portion as follows:

- a) If the GMP is agreed upon by the CMAR and the Department on or before March 22, 2021, the CMAR shall earn twenty five percent (25%) of the At-Risk Portion of the Construction Management Fee.
- b) The CMAR shall earn twenty five percent (25%) of the At-Risk Portion of the Construction Management Fee if the Project is Substantially Complete on or before May 27, 2022.
- c) The CMAR shall be eligible to earn up to Twenty Five percent (25%) of the Award Fee Pool based on the overall level of quality of the Project as delivered (such amount, the “Quality Incentive Amount”). Entitlement to this portion of the Award Fee Pool shall be determined by an award fee committee (the “Award Fee Evaluation Committee”), which will be appointed by the selected Offeror and the Department within sixty (60) days after award. The Award Fee Evaluation Committee will consist of: (i) the Department’s Deputy Director for Capital Construction; (ii) a senior representative from DPR; and (iii) a senior member of the Program Management team that is not involved in the day-to-day management of this Project that is acceptable to

both the Department and the CMAR. Upon Substantial Completion, the Award Fee Evaluation Committee shall inspect the Project and assess the overall appearance, functionality and level of quality found in the Work. In making this determination, the Award Fee Evaluation Committee shall endeavor to reach a consensus among its members and ascribe one of the following four words to the overall success of the design intent: poor, fair, good or excellent.

If the panel determines that the overall level of success was poor, then the panel shall award Zero Dollars (\$0); if the panel determines that the overall level of success was fair, then the panel shall award one third (1/3) of the Construction Quality Incentive Amount; if the panel determines that the overall level of success was good, then the panel shall award two thirds (2/3) of the Construction Quality Incentive Amount; and if the panel determines that the overall level of success was excellent, then the panel shall award all of the Construction Quality Incentive Amount. In the event the panel cannot reach consensus, then each member of the panel shall make a determination and the three such determinations shall be averaged with poor equating to 0% of the Construction Quality Incentive Amount, fair equating to 33% of the Construction Quality Incentive Amount, good equating to 67% of the Construction Quality Incentive Amount, and excellent equating to 100% of the Construction Quality Incentive Amount.

- d) The CMAR shall earn twenty-five percent (25%) of the At-Risk Portion of the Construction Management Fee if the Project is completed for an amount that does not exceed more than one hundred three percent (103%) of the GMP as initially established. Entitlement to this portion of the Award Fee Pool shall be based on the final outcome of the Project. For the avoidance of doubt, the CMAR shall not be entitled to earn such portion of the Award Fee Pool even if the failure to deliver within the (103%) cost goal was caused by DPR, the Department, delays resulting from the permitting or zoning process, or an event of Force Majeure.

2.12 Excluded Cost Elements

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

- a) Design by Architect/Engineer and its sub-consultants
- b) 3rd Party Material Testing;
- c) Commissioning;
- d) 3rd Party Inspections;
- e) Costs of active DPR equipment; and
- f) 3rd Party Plan Review.

2.13 Key Personnel; Diversion

2.13.1 Identification of Key Personnel. The following individuals shall be considered key personnel (“Key Personnel”): (i) the Project Executive; (ii) the Field Superintendent; (iii) the Project Manager who will supervise the Project; and (iv) the individual that will manage quality control and interact with the Department’s quality control representative. The CMAR will not be permitted to reassign any of the Key Personnel unless the Department approves the proposed reassignment and the proposed replacement.

2.13.2 Key Personnel Removal or Replacement Disincentive Fee. If the CMAR removes or reassigns one of the Key Personnel (excluding, however, instances where such personnel become unavailable due to death, disability, or separation from the employment of the CMAR or any affiliate of the CMAR) without the prior written consent of the Department, the CMAR shall pay to the Department the sum of Twenty Five Thousand Dollars (\$25,000) as a removal or replacement fee. These amount shall not bar recovery of any other damages, costs or expenses other than the Department’s internal administrative costs. In addition, the Department shall have the right, to be exercised in its sole discretion, to remove, replace or to reduce the scope of services of the CMAR in the event that a member of the key personnel has been removed or replaced by the CMAR without the consent of the Department.

2.14 Deliverable List

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

2.14.1 Preconstruction Phase Deliverables

- a) Project Schedule and Cost estimate for all A/E deliverables, including but not limited to Design Development, as requested.
- b) List of Long Lead Items that could adversely impact the Project’s schedule and recommendations for purchase.
- c) List of subcontractors from which the CMAR has solicited bids and bidding procedure.
- d) Trade bid tabulations, including all subcontractor Proposals.
- e) Statement of constructability within ten (10) days of the conclusion of the Design and Preconstruction Phase, executed by the CMAR.
- f) Insurance Certificates
- g) CMAR’s Performance and Payment Bonds
- h) GMP Proposal

2.14.2 Construction Deliverables

- a) Hazardous Material Abatement Subcontractor Insurance Certificates.

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

2.14.3 Close-Out Deliverables

- a) A complete set of the CMAR'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) LEED – Preliminary Construction Review.
- i) All applicable inspection certificates/permits (boiler, elevator, emergency evacuation plans, health inspection, etc.).
- j) All other files and requirements outlined in Turnover Protocol Document

2.15 Licensing, Accreditation and Registration

The CMAR 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 Agreement. Without limiting the generality of the foregoing, all drawings shall be signed and sealed by a professional Architect or engineer licensed in the District of Columbia.

2.16 Conformance with Laws

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

2.17 Davis-Bacon Act

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

2.18 Time is of the Essence

Time is of the essence with respect to the Agreement. The Project must be Substantially Complete by the Substantial Completion Date. As such, the CMAR 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.

2.19 Service Contract Act

The Service Contract Act is applicable to this Project. As such, the CMAR and its trade subcontractors shall comply with the wage and reporting requirements imposed by that Act.

2.21 Protection of Existing Elements

The CMAR shall ensure the protection of all existing features, public utilities, and other existing structures during construction. The CMAR shall ensure the protection of existing, site improvements, trees and shrubs from damage during construction. Protection extends to the root systems of existing vegetation. The CMAR shall not store materials or equipment, or drive machinery, within drip line of existing trees and shrubs.

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 (30 points)
- b) Key Personnel (20 points)
- c) Project Management Plan and Schedule (30 points)
- d) Price (20 points)
- e) 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 an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the responsive and responsible Offeror(s) whose Proposal(s) are determined by the source selection official to be the most advantageous to the Department in accordance with D.C. Official Code § 2-354.03 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

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.

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 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.

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 CMAR for this Project, including the qualifications of the 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 (30 points)

The Department desires to engage a CMAR with the experience necessary to accomplish the objectives set forth in the RFP. This component will be evaluated based on their demonstrated experience in: (i) construction and renovation projects in an urban setting; (ii) construction and/or renovation of recreation centers, indoor aquatic facilities, parks, and playgrounds, and extensive knowledge of such facilities; (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 multi-phased / 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 thirty (30) points.

3.4.2 Key Personnel (20 points)

The Department desires that the CMAR assign the appropriate number of personnel having the necessary seniority to implement a project of this type. The personnel should have experience working together and each such individual should have the necessary level of experience and education for his or her proposed role. Proposals should identify, at a minimum, (i) the Project Executive; (ii) the Field Superintendent; (iii) the Project Manager who will supervise the Project; and (iv) the individual that will manage quality control and interact with the Department's quality control representative. 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 twenty (20) points.

3.4.3 Project Management Plan and Schedule (30 points)

Offerors are required to submit with their proposal a management plan ("Management Plan"). The Management Plan should clearly explain how the CMAR intends to manage and implement the Project. At a minimum, it should explain (i) how the CMAR will manage the preconstruction phase; (ii) how the Construction Manager proposes to staff and handle construction administration phase including coordinating with the A/E for timely resolution of issues; (iii) how the CMAR will manage constructability reviews and manage value engineering process so that the Project is within budget; and (iv) how the CMAR intends to deliver the Project taking into consideration that there is year-round DPR programming at the Therapeutic Recreation Center and the intent is to keep the existing building active during construction of the new building.

Offerors should submit with their Management Plan a CPM schedule that shows the anticipated manner in which the Project will be constructed, including a preliminary phasing/sequencing plan for the Project, demonstrating how the Offeror will phase the work in order to meet the milestone dates required for this Project. The schedule should be prepared using a critical path method and should show key logic ties and activity durations and should show a sufficient level of detail so as to demonstrate the Offeror's understanding of the Project and the key issues

related to the Project. In addition, the Management Plan should also: (i) identify the key personnel and their specific roles in managing the Project; (ii) identify the key milestone dates and provide a description of how these dates will be achieved; (iii) provide a preliminary schedule of the work and the phasing of construction; (iv) describe how the CMAR intends to address and overcome issues related to the schedule; (v) describe the cost control management structures that will be used to ensure the Project is delivered on-budget; and (vi) describe the key challenges inherent in this Project and explain how they will be overcome or mitigated. This element of the evaluation is worth up to thirty (30) points.

3.4.4 Price (20 points)

Offerors will be required to submit with their Proposals the following fee components: (i) a Preconstruction Fee; (ii) a Construction Management Fee; and (iii) a Maximum Cost of General Conditions. The Construction Management Fee will be a fixed fee and should cover the cost of the CMAR's overhead and profit. The cost of general conditions, as defined in the Agreement, shall be reimbursable subject to a cap equal to the Maximum Cost of General Conditions 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 B, 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. The price components will be worth up to twenty (20) points.

3.4.5 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).
- a) A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.
- b) Any vendor seeking certification in order to receive preferences under this RFP should contact the:

Department of Small and Local Business Development

ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 850N
Washington DC 20001
(202) 727-3900

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

4.1 Subcontracting Plan

An Offeror responding to this RFP which is obligated to subcontract shall be required to submit with its Proposal, any subcontracting plan required by law. Offeror's responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law. If the Agreement is in excess of \$250,000, at least 50% of the dollar volume of the Agreement shall be subcontracted with a CBE, 35% with small business enterprises ("SBE") and 15% with resident owned business enterprises ("ROB"). Though the above requirements exceed the statutory requirements set forth in the Small and Certified Business Enterprise Development and Assistance Amendment Act of 2014, the Department desires the selected Offeror to provide the maximum level of participation for SBEs, CBEs, and ROBs, and views these goals **as a minimum with potential to far exceed.**

4.1.1 Mandatory Subcontracting Requirements

- b) 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, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to SBEs.
- c) If there are insufficient SBEs to completely fulfill the requirement of paragraph **(a)** of this **Section 4.1.1** 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.
- d) 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 4.1.1**.
- e) Except as provided in paragraphs (e) and (g) below of this **Section 4.1.1**, 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.

- f) 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.
- g) Each CBE utilized to meet these subcontracting requirements shall perform at least (35%) of its contracting effort with its own organization and resources.
- h) 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.

4.1.2 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.

4.1.3 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.

4.1.4 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.

4.1.5 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.

4.1.6 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.

4.1.7 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.

4.1.8 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 4.1**.

4.2 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 but not limited to the *Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011*, and the rules and regulations promulgated thereunder, including, but not limited to the following requirements:

- 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.

4.3 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.

PART 5 - PROPOSALS AND PROPOSAL ORGANIZATION

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

Proposal shall be proffered in a complete original proposal (Technical and Price Proposals); two (2) 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 Submission shall be placed in a sealed envelope conspicuously marked: "**Proposal for Construction Management At-Risk Services at the Therapeutic Recreation Center – DCAM-21-CS-RFP- 0002.**"

5.2 Delivery or Mailing of Submissions

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, **February 16, 2021 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 Submissions

Proposals shall be received in the place identified in **Section 5.2** of this RFP no later than **2:00 P.M. on February 16, 2021**. The Offeror assumes the sole responsibility for timely delivery of its Proposal, regardless of the method of delivery.

5.4 Submission 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 Proposals 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 CMAR 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:
 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 & Capabilities

- 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 CMAR'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 K**, 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

The Project Management Plan should contain the information requested in **Section 3.4.3** 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 H**.

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 I**.

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 CMAR 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 CMAR) 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 CMAR, 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) Bid Form. Each Offeror shall submit a bid form substantially in the form of **Attachment B**. Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the Proposal non-responsive.
- b) Bidder-Offeror Certification Form. Each Offeror shall complete and submit with its Price Proposal the Bidder-Offeror Certification Form attached hereto as **Attachment C**. An Offeror who submits an incomplete or improperly or inaccurately completed Bidder-Offeror Certification Form may be deemed non-responsive.
- c) Tax Affidavit. Each Offeror must submit a tax affidavit substantially in the form of **Attachment D**. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia Government.
- d) Bid Bond. Each Offeror shall submit with their Price Proposal a bid bond in the amount specified and further explained in **Part 9, Section 9.0**, in the form of **Attachment F**.
- e) **SBE Subcontracting Plan**. Each Offeror shall complete and submit with their Price Proposal a Subcontracting Plan in the form of **Attachment H**.
- f) **First Source Employment Agreement and Employment Plan**. Each Offeror shall complete and submit as part of its Price Proposal a First Source Agreement and Employment Plan in the form of **Attachment I**.

- g) **Certificate to Furnish Performance and Payment Bond.** Each Offeror shall submit with their Price Proposal a Certificate to Furnish Performance and Payment Bond in the form of **Attachment R**.
- h) **Certificate to Grantee Insurance Requirement.** Each Offeror shall submit with their Price Proposal a Certificate to Grantee Insurance in the form of (**See Insurance Requirement**).
- i) **EEO Policy Statement.** Each Offeror shall complete and submit an EEO Policy Statement in the for of **Attachment S**.

PART 6 - BIDDING PROCEDURES & PROTESTS

6.0 Contact Person

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

6.1 Preproposal Conference

A preproposal conference will be held on Tuesday, January 28th, 2021 at 11:00 A.M. Interested Offerors are strongly encouraged to attend. The following guidance is provided for the preproposal conference.

Therapeutic Recreation Center CMAR Pre-Bid Meeting
Hosted by DGS Webex

<https://dcnet.webex.com/dcnet/j.php?MTID=m03fc87045c62c1ebf47a6612cbd4e400>

Tuesday, Jan 28, 2021 11:00 am | 2 hours | (UTC-05:00) Eastern Time (US & Canada)

Meeting number: 180 971 7517

Password: therapy

f3a11d7018174b8a8693167b10ae1101

Join by video system

Dial [1809717517@dcnet.webex.com](tel:1809717517@dcnet.webex.com)

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

+1-202-860-2110 United States Toll (Washington D.C.)

1-650-479-3208 Call-in toll number (US/Canada)

Access code: 180 971 7517

6.2 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 February 8, 2021. The person making the request shall be responsible for prompt delivery.

6.3 Protests

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

6.4 Contract Award

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

6.5 Retention of Submissions

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.

6.6 Examination of Proposals

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

6.7 Late Submissions: 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 BAFO, 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.

6.8 No Compensation for Preparation of Submissions

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.

6.9 Rejection of Submissions

The Department reserves the right, in its sole discretion:

- a) To cancel this RFP, in whole or in part, at any time before the opening of Proposals and/or reject all Proposals.
- b) To reject Proposals that fail to prove the Offeror's responsibility.
- c) To reject Proposals that contain conditions and/or contingencies that in the Department's sole judgment, make the Proposals 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 is 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.

6.10 Limitation of Authority

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

6.11 Non-Responsive Proposals

6.11.1 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 C**.

6.11.2 Exceptions. The Department shall consider a proposal non-responsive if the Offeror identifies any changes or exceptions to the Standard Contract Provisions, the Agreement, and/or the Letter Contract.

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

PART 7 – CONSTRUCTION MANAGEMENT AT RISK AGREEMENT

7.0 Contract Documents

The Construction Management at Risk Agreement Form of Contract (“Form of Contract”) will be issued via Addendum to the RFP as **Attachment L**. The Standard Contract Provisions is attached hereto as **Attachment G & G1**. Offerors should carefully review the Agreement and Standard Contract Provisions when submitting their Proposals. To the extent there are any ambiguities or inconsistencies between this RFP, the Standard Contract Provisions and 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. **A proposal that identifies or describes changes or exceptions to the Standard Contract Provisions, the Agreement, or the Letter Contract, as defined in Section 2.2.1 of this RFP, shall be deemed non-responsive.**

PART 8 - INSURANCE REQUIREMENTS

A. **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) \$20,000,000 per occurrence and \$20,000,000 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 & Procurement Div.
1250 U Street, NW 3rd Floor
Washington, DC 20009
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 9 - 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 F. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties. Alternatively, Offerors may submit a cashier's check in lieu of a bid bond. However, in the event an Offeror who is awarded the Agreement fails to post a payment and performance bond for the full value of the Agreement, the Offeror shall thereby forfeit the full amount of the cashier's check, and the Department shall collect such funds. If the Offeror chooses to submit a cashier's check in lieu of a bid bond, the Offeror must complete the form included as Attachment N and return, notarized, with the Offeror's Proposal.

9.1 Trade Subcontractor Bonds

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

9.2 Contractor's Payment and Performance Bond

In addition to the trade subcontractor bonds required by Section 9.1, the CMAR will be required to post a payment and performance bond having a penal value equal to the Project Budget or early release not-to-exceed amount at the time the Agreement is executed. The CMAR will be required to post an updated payment and performance bonds to reflect the GMP Amendment amount.

PART 10 - MISCELLANEOUS PROVISIONS

10.0 Conflict of Interest

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

10.1 Definitions

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

10.2 Abbreviations

The following are abbreviations used throughout this RFP:

CPM	Critical Path Method
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	Department of Parks and Recreations
CBE	A Certified Business Enterprise
SBE	Small Business Enterprises

PART 11 - ATTACHMENTS

Attachments to this RFP include the following:

Attachment A	Drawings
Attachment B	Form of Offer Letter, Bid Form
Attachment C	Bidder/Offeror's Certification Form
Attachment D	Davis-Bacon Wages Rates
Attachment D-1	Service Contract Act Wage Rates
Attachment E	Tax Affidavit
Attachment F	Bid Bond Form
Attachment G	Standard Contract Provisions (Architect Engineer)
Attachment G-1	Standard Contract Provisions (Construction)
Attachment H	SBE Subcontracting Plan
Attachment I	First Source Agreement
Attachment J	2021 Living Wage Act
Attachment J-1	2021 Living Wage Fact Sheet
Attachment K	Past Performance Evaluation Form
Attachment L	Form of Contract or Agreement
Attachment M	Notice to Proceed and Letter Contract
Attachment N	Bid Guarantee Certification
Attachment O	Conflict Of Interest Disclosure Statement
Attachment P	Release of Lien Forms
Attachment Q	DGS Turnover Protocol
Attachment R	Certificate to Furnish Performance and Payment Bonds
Attachment S	EEO Policy Statement

Attachment A- Drawing

Attachment B - Form of Offer Letter

Attachment C - Bidder/Offeror's Certification Form

Attachment D - Tax Affidavit

Attachment E-1 - Davis-Bacon Wage Rates

Attachment E-2 – Service Contract Act Wage Rates

Attachment F - Bid Bond Form

Attachment G - Standard Contract Provisions

Attachment H - SBE Subcontracting Plan

Attachment I - First Source Agreement

Attachment J - 2020 Living Wage Act

Attachment K - Past Performance Evaluation Form

Attachment L - Agreement– will be issued via Addendum

Attachment M - Notice to Proceed and Letter of Contract– will be issued via Addendum

Attachment N - Bid Guarantee Certification

Attachment O - Conflict Of Interest Disclosure Statement

CONFLICT OF INTEREST DISCLOSURE STATEMENT

Offeror's Name: _____ ("Offeror(s)")

Offeror's attention is directed to **Section 4705** and **Section 4707** of the Department of General Services Procurement Rules for Construction and Related Services regarding organizational conflicts of interest ("Organizational Conflicts of Interest"). Offerors are advised that certain firms will not be allowed to participate in the Project or on any Offeror's team for the Project because of their work with the Department in connection with the Project procurement.

(Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement or the RFP).

Required Disclosure of Conflicts

In the space provided below identify all relevant facts relating to past, present, or planned interest(s) of the Offeror's team (including the Offeror, principal/major participants, proposed subconsultants and proposed subcontractors, and their respective chief executives, directors, and other key personnel for the Project) which may result, or could be viewed as, an Organizational Conflict of Interest in connection with the RFP.

Offeror should disclose: (a) any current contractual relationships with the Department, (b) any past, present, or planned contractual or employment relationships with any officer or employee of Department, and (c) any other circumstances that might be considered to create a financial interest in the Agreement by any Department member, officer or employee if Offeror is awarded the Contract. Offeror should also disclose matters such as having directors in common with any of the individuals or entities involved in preparing the RFP. Offeror should also disclose contractual relationships (i.e. Joint Ventures) with any of the individuals or entities involved in preparing the RFP, as well as relationships wherein such individual or entity is a contractor or consultant (or subcontractor or subconsultant) to Offeror or a member of Offeror's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Signature

Name

Title

Company Name

_____, 20__
Date

Attachment P

Release of Lien Forms

Attachment Q
DGS Turnover Protocol