REQUEST FOR PROPOSALS
A DESIGN-BUILD PROJECT

November 15, 2017

DISTRICT OF COLUMBIA GENERAL FAMILY SHELTER CAMPUS

Solicitation Number: DCAM-18-CS-0017

Proposal Due Date: December 8, 2017 by 2:00 P.M.

Pre-Proposal Conference: November 20, 2017 at 10:00 A.M.

To be held at:

Department of General Services
1250 U Street, NW
Capitol Hill 4th Floor Conference Room
Washington, DC 20009

Site Visit: November 20, 2017 at 1:30 P.M.
PART 1 - PROJECT INTRODUCTION AND INSTRUCTIONS FOR OFFERORS

1.0 Procurement Overview

The Department of General Services (the “Department” or “DGS”) submits this Request for Proposals (“RFP”) to solicit design-build proposals (“Proposal(s)”) from offerors or bidders (“Offeror(s)”) interested in contracting to serve as the design-builder (“Design-Builder”) for work at the District of Columbia General Family Shelter Campus (“DC General Campus” or “DC General”), located at 1900 Massachusetts Avenue, SE, Washington DC (the “Project”). The purpose of this RFP is to determine which Offeror will be awarded the Design-Build contract (“Agreement” or “Contract”) for the Project.

1.1 Project Overview

The Department is issuing this RFP to engage a Design-Builder to complete, among other things, utility investigation, design, preconstruction, demolition, and construction services for the Project. The selected Design-Builder’s team will need to include an architect/engineer as well as a certified arborist to document the condition of existing trees and make recommendations with respect to those trees as well as associated cost information. Coordination with the District of Columbia Historic Preservation Office (“HPO”) and the DC Archaeologist will also be required. During the construction phase, the Design-Builder shall be required to implement the approved drawings, providing all labor, materials, supervision and other services as may be necessary to accomplish the Project (collectively the “Work”).

The Project will be divided into two parts, comprised of several phases as described below. Part 1 will include all the Phase Zero utility investigation, as well as all required design services and permitting for Phases One through Three (“Part 1”). Part 1 may also include some early abatement work. Part 2 will include design services for Phase Four, as well as all deconstruction and construction services required for Phases One through Four.

1.2 Project Background

As part of the District of Columbia’s plan to end homelessness, the Department will close and deconstruct the DC General Campus, a former hospital that currently serves, and has served for the past seven years, as the District’s largest family shelter. Each day, DC General houses approximately 250 families who are experiencing homelessness. The DC General Campus is comprised of six main buildings and includes site hardscaping. The Core Building includes Buildings 1 through 4; the other two buildings include Building 29 and Building 9. Building 29 is located to the northwest of the Core building. Building 9 is located northeast of the Core Building. The total square footage of these building structures on the DC General campus is approximately 704,000.

- Building 1 of the Core Building consists of a one and three-story (plus a full basement mechanical area) concrete and steel-framed healthcare building. The property is of construction type 1B and is contained upon an approximately 66 acre (2,874,960 square
feet) site bounded by 19th Street, SE, Second Street, SE and the RFK Stadium Access Road. The property was constructed in 1964 and contains measured gross floor area of approximately 83,592 square feet including the mechanical basement. This building is currently occupied.

- Building 2 of the Core Building consists of a six-story (plus a partial basement mechanical area) concrete-framed former (and now largely vacant) healthcare building. The Property was constructed in circa 1939 and contains a measured gross floor area of approximately 117,440 square feet. This building is currently occupied.

- Building 3 of the Core Building consists of a seven-story (plus partial mechanical basement) concrete and steel-framed healthcare building. The property was constructed in 1938 and contains a measured gross floor area of approximately 141,014 square feet. This building is currently occupied.

- Building 4 of the Core Building consists of a seven-story concrete and steel-framed largely vacant former healthcare building. The property was constructed in 1927 and contains a combined measured gross floor area of approximately 85,812 square feet. This building is currently occupied.

- Building 29 consists of a three-story (ground, first and second floors) concrete and steel-framed healthcare building of construction type 1B. The property is the former Ambulatory and Critical Care Center and is connected to the Core Building. The property was constructed in 1992 and contains a measured gross floor area of 113,496 square feet. This building is currently unoccupied.

- Building 9 consists of a three-story (ground, first and second floors) concrete and steel-framed healthcare building of construction type 1B. The property is formerly the OB/GYN clinic. The property was constructed in 1977 and contains a measured gross floor area of 136,604 square feet. This building is currently unoccupied.

DGS proposes a demolition process that includes a phased deconstruction of the DC General Campus to improve safety and security on the site. The Design-Builder shall demolish all above-grade structures as set out in the phasing plans listed below and completely and safely remove all hazardous materials found within the demolition limits shown in the drawings included as Attachment A.

Several occupied buildings to the south and south east of the site will remain open during the deconstruction process. Both vehicular and pedestrian access to the main entrance will be maintained on 19th Street and as well as the rear entrance on Independence Avenue. The proposed construction entrance on Independence Avenue will be used for sole site access. This entrance is not presently used and will allow for a clear and safe delineation between the proposed deconstruction activities and day-to-day activities to remain at the DC General Campus.
Phase Zero: Utility Investigation
During this phase, DC General will remain open and fully operational. The Design-Builder shall perform the required investigation of all existing utilities on the campus of DC General and how each utility relates to the closure of the Core Building (Buildings 1-4), Building 29, Building 9 and continuing utility services of the remaining buildings, particularly the Department of Corrections (“DOC”) Building 20 and DOC Building 28. The Design-Builder is required to submit a final DC General Campus Utility Investigation Report to DGS for review and final approval.

Phase One: De-Construction Building 9
During this phase, DC General will remain open and fully operational. DGS will deconstruct portions of the campus currently not in use while working with the Department of Human Services (“DHS”) in relocation of families then housed in DG General into new housing facilities (“Bridge Housing”). DGS envisions fencing off the northeastern portion of DC General at Building 9. This will allow all construction activities to be concentrated away from the Core Building and maintain current public access to the southern portion of the site. This also allows a clear and safe division between construction activities and the public, minimizing disruption to current residents of DC General.

Phase Two: De-Construction Building 29
During this phase, DC General will remain open and fully operational. DGS envisions fencing off the northwest portion of DC General, Building 29 and half of Building 4. This will allow all construction activities to be concentrated on the northwest portion of the site and maintain current public access to the southern side of the site. This will maintain a clear and safe division between construction activities and the public, minimizing disruption to current residents of DC General.

Phase Three: De-Construction Core Building (Buildings 1-4)
This final phase of deconstruction coincides with the completion of the new Short-Term Family Housing units at Ward 4, 7 and 8 (currently under construction). This will allow all residents to leave DC General by September of 2018 and construction activities to start in October of 2018. DGS proposes to abate and demolish the Core Building 12” below the first floor level. The remaining basement portion of the building will be back filled with recycled crushed concrete from the Core Building and the site will be covered with 12” of top soil/sod. We will continue to investigate along with the Deputy Mayor for Planning and Economic Development (“DMPED”) final site conditions to prepare the site for future development.

Phase Four: DOC Mechanical Upgrades
This phase removes, from the approximately 950,000 sf DOC Buildings 20 and 28, the existing campus steam plant which is nearing the end of its life cycle. DGS proposes the construction of separate Multiple Packaged Prefabricated Hot Water Boiler Plant Systems therefore removing the dependency on the outdated mechanical campus steam loop. Please refer to Hot Water Boiler Study for CDF and CTF dated 11/18/13, Alternate no. 1, included as Attachment A.
1.3 Project Budget and Funding Limitations

The Department has an approved budget of approximately $2 million dollars for Part 1 of this Project (soft and hard costs). The Department has an anticipated budget of approximately $36 million dollars for Part 2 of this Project (soft and hard costs). Accordingly, Offerors are to base their Proposals on these budgets. Upon award, a Letter Contract for Part 1 services will be executed. Subsequently, an Agreement for Design-Build Services will be submitted to the Council of the District of Columbia for approval. The Design-Builder will be required to provide proof of its ability to secure payment and performance bonds, each in the total amount of the overall anticipated budget, i.e. $38 million dollars.

1.4 Compensation

As is more fully described in the Agreement, this will be a cost plus a fixed fee with a guaranteed maximum price (“Guaranteed Maximum Price” or “GMP”) type Contract. The Agreement will be issued via Amendment to the RFP as Attachment L, Design-Build Agreement. Offerors are not required to submit trade costs or a proposed GMP with their Proposals. Those costs will be developed later in the Project in accordance with the procedures set forth in Part 2 of this RFP. Offerors are advised, however, that adjustments will only be made to the fees 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 that described herein for reasons other than delay caused by the Design-Builder, and in such an instance, only in accordance with the terms of the resulting Agreement, which is set forth as Attachment L.

Offerors should submit the following pricing components with their proposals, as further explained in Part 3 below and on the bid form, included as Attachment B:

- a lump sum price to complete all required Phase Zero services (“Phase Zero Price”);
- a fixed fee to complete the design, including all permitting, for Buildings 1 through 4 (“Core Building Design Price”);
- a fixed fee to complete the design, including all permitting, for Building 9 (“Building 9 Design Price”);
- a fixed fee to complete the design, including all permitting, for Building 29 (“Building 29 Design Price”);
- a fixed fee to complete the design, including all permitting, for Phase 4 design services (“Phase 4 Design Price”);
- a fixed fee to cover the cost of the Design-Builder’s overhead and profit for Phases Zero through Three (“DC General Design-Build Fee”);
- a fixed fee to cover the cost of the Design-Builder’s overhead and profit for Phase Four (“DOC Design-Build Fee”);
- a general conditions budget for Phases Zero through Three (“DC General Maximum
i. a general conditions budget for Phase Four (“DOC Maximum Cost of General Conditions”).

1.5 Milestones and Substantial Completion Date

Part 1 services shall be completed in accordance with the deliverable schedule set forth below. The entire Project shall be Substantially Complete by May 31, 2019 (the “Substantial Completion Date”).

- Part 1 Utility Investigation Final Report: 3/29/18
- Part 1 Design Development Documents (“Bid Set”): 2/20/18
- Part 1 Permit Set (90%) (“Permit Set”): 3/15/18
- Part 1 Construction Documents (100%) (“IFC Set”): 5/1/18
- Early Abatement work: 2/26/18 to 5/1/18
- Part 2 Design Development Documents (“DOC Bid Set”): 3/15/18
- Part 2 Permit Set (90%) (“DOC Permit Set”): 4/1/18
- Part 2 Construction Documents (100%) (“DOC IFC Set”): 6/1/18
- Part 2, Phase 1 Deconstruction/Construction Services: 1/8/18 to 7/10/18
- Part 2, Phase 2 Deconstruction/Construction Services: 2/5/18 to 10/11/18
- Part 2, Phase 3 Deconstruction/Construction Services: 8/6/18 to 5/31/19
- Part 2, Phase 4 Deconstruction/Construction Services: 3/30/18 to 5/9/19

1.6 Project Delivery Method and Schedule

The Department intends to implement the Project through a design-build approach. The scope of work for the Project (“Scope of Work”) will be divided into two parts, comprised of multiple phases: (i) Part One, to include the predesign phase (Phase Zero) and the design for Phases One through Three; and (ii) Part Two, to include the design for Phase Four and all of the required deconstruction and construction work.

During Part One, the selected Design-Builder will be required to perform the Utility Investigation of the campus and will be required to (i) map existing utilities of campus as required; and (ii) establish strategy/design to keep all utilities active during the construction phase. The Design-Builder, in consultation with the Department, will also be required to provide design and permitting, including all campus utilities, for Phases One through Three. The Design-Builder will be required to (i) develop and advance the design in accordance with the Department’s programming requirements to design development documents; (ii) advance the approved design development documents to permit drawings/specifications and submit for permit(s); (iii) progress the permit drawings/specifications for the Project to construction documents (IFC Set); and (iv) participate in any on-going community engagement process.

During Part Two, the selected Design-Builder will be required to provide design services for Phase Four, as well as perform all deconstruction and construction services required for Phases
One through Four. In consultation with the Department, the Design-Builder will be required to (i) develop and advance the design for Phase Four in accordance with the Department’s programming requirements to design development documents (DOC Bid Set); (ii) advance the approved design development documents to permit drawings/specifications (DOC Permit Set) and submit for permit(s); (iii) progress the Phase Four permit drawings/specifications for the Project to construction documents (DOC IFC Set); (iv) participate in any on-going community engagement process; and (v) develop a GMP for the Project. In developing the GMP, the Design-Builder will be required to obtain quotes from trade subcontractors based on the approved Bid Sets. The process by which the GMP will be formed is more fully described in the Agreement. Finally, during the Part 2 deconstruction/construction phases, the Design-Builder will be required to provide deconstruction/construction and construction administration services, including, but not limited to abatement of hazardous materials, if necessary and related backfill and site preparation work.

The Project needs to be completed no later than the Substantial Completion Date. The Department contemplates that deconstruction/construction will begin in May 2018. Abatement, demolition and other long lead items may be released earlier, if necessary. Any shift in the interim milestone dates must be approved by DGS and must provide for appropriate durations for DGS design reviews.

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:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Elouise Fripp</th>
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<tbody>
<tr>
<td>Title:</td>
<td>Contract Specialist</td>
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<td></td>
<td>Department of General Services</td>
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<td></td>
<td>Contracts and Procurement Division</td>
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| Mailing address: | 2000 14th Street, NW, 8th Floor |
|                 | Washington, DC 20009            |

<table>
<thead>
<tr>
<th>Phone:</th>
<th>(202) 727-2733</th>
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<tbody>
<tr>
<td>E-mail:</td>
<td><a href="mailto:Elouise.Fripp@dc.gov">Elouise.Fripp@dc.gov</a></td>
</tr>
</tbody>
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The Department disclaims the accuracy of information derived from any source other than the Department’s POC, and the use of any such information is at the sole risk of the Offeror. All communications and requests for information shall be submitted by the Offeror’s point of contact identified in the Submission. Written communications to the Department from Offerors shall specifically reference the correspondence as being associated with District of Columbia General Family Shelter Campus and DCAM-18-CS-0017.
1.7 Design-Builder Designated Point of Contact

All Offerors responding to this RFP shall provide the name, address, phone number and email address of its designated point of contact to the Department’s POC as part of its proposal, as noted in Section 1.6. 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.

1.8 Procurement Schedule and Project Milestones

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

1.8.1 RFP Schedule

- RFP Advertisement: November 15, 2017
- Pre-Proposal Conference: November 20, 2017 at 10:00 A.M.
- Site Visit: November 20, 2017 at 1:30 P.M.
- RFP Questions due to the Department: November 27, 2017
- Proposals Submission Due date: December 8, 2017 at 2:00 P.M.
- Notice of intent to award: approximately January 8, 2017
- Notice to Proceed / Letter Contract: approximately January 10, 2017

1.8.2 Project Schedule

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

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

1.8.2.2 If an Offeror proposes a Substantial Completion Date earlier than that shown in 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.

1.9 Selection Criteria

Proposals will be evaluated in accordance with Part 3 of this RFP.
1.10 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 LSBDE participation as described in Part 4 of the RFP, the Department requires that District of Columbia (“District”) residents participate in the Project to the greatest extent possible.

1.11 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 1.8.1 of this RFP. The Department will review all questions and/ or requests for clarification received and, if it deems appropriate, in its sole discretion, may modify the RFP Documents through an addenda. Offerors shall base their Proposals on the terms and conditions of the RFP Documents included in the latest issued addenda.

Attachments to this RFP include the following:

- **Attachment A** — Project Information (to include 6 documents)
- **Attachment B** — Form of Offer Letter
- **Attachment C** — Bidder/Offeror’s Certification Form
- **Attachment D** — Tax Affidavit
- **Attachment E** — Davis-Bacon Wage Rates
- **Attachment F** — Bid Bond Form
- **Attachment G** — Standard Contract Provisions
- **Attachment H** — SBE Subcontracting Plan
- **Attachment I** — First Source Agreement
- **Attachment J** — 2017 Living Wage Act
- **Attachment K** — Past Performance Evaluation Form
- **Attachment L** — Design-Build Agreement (will be issued via Addendum)
- **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
1.12 **Obligation to Meet All of the Requirements of the RFP Documents**

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

1.13 **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 Design-Builder to provide any and all design and deconstruction/construction services required to design and complete the Project. The Project shall be complete, operating and ready for use on or before the Substantial Completion Date and within the Project’s budget as specified in Part 1, Section 1.3 and Section 1.5 of this RFP.

The Project will be located at 1900 Massachusetts Avenue, SE, Washington, DC.

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

a) To provide all investigation, design services and deconstruction/construction management services necessary to implement the goals of the Project inclusive of, but not limited to, the following: civil, architectural, electrical, structural, and mechanical design services as required for the Project; construction management services inclusive of budgeting, value engineering (“Value Engineering”), scheduling, project administration, management and coordination of subcontractors.

b) To conduct subsurface investigation work if and as required for the Project.

c) To furnish and provide all materials, management, personnel, equipment, hazardous material abatement, supervision, labor and other services necessary to complete the Project.

2.1 Design-Builder’s Duties; General Intent

The Design-Builder will be required to work with the Department through a collaborative design process to develop Bid Sets for the Project in accordance with the available budget. The Design-Builder will be required to engage in extensive preconstruction efforts to ensure that the design is developed in a manner consistent with the Department’s goals for the Project (e.g., programmatic, budgetary, schedule and quality); to solicit competitive trade bids for the deconstruction/construction work and to develop an acceptable guaranteed maximum price and corresponding scope and schedule for the work; and to implement the requisite deconstruction/construction and other work necessary no later than May 31, 2019. The Design-Builder shall be responsible for all items of cost except for those items set forth in Section 2.12 of this RFP.

2.2 Design and Preconstruction Phases

2.2.1 Initial Deliverables

The Design and Preconstruction Phases 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 design and preconstruction services (the “Preconstruction NTP”
or “Letter Contract”), which will be issued via Amendment to the RFP 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 may be deemed non-responsive.

The Design-Builder’s initial task will be to perform the Phase Zero services as explained above. As part of this effort, the Design-Builder shall prepare and provide a DC General Campus Utility Investigation Report to DGS for review and final approvals.

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

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

2.2.1.3 Additional Preconstruction Services. In addition to those items enumerated above, the Design-Builder shall provide such preconstruction services as are necessary to properly advance the Project. These services shall include, but
are not limited to, scheduling, estimating, shop-drawings, the ordering of long-
lead materials, condition assessments, conservator studies, archeological studies,
recommended testing, additional geotechnical testing, and monitoring of historic
assets. The Design-Builder shall conduct a Phase I archeological survey of the site
in accordance with District of Columbia State Historic Preservation Officer’s (DC
SHPO) standards and guidelines for archaeological survey current at the time of
the investigation, in accordance with the standards of DC Historic Preservation
Office, and present all findings in a report to DGS within thirty (30) days of the
Preconstruction NTP. The Design-Builder must contact DC SHPO for guidelines.

2.2.1.4 Deliverables Liquidated Damages. The Design-Builder acknowledges
that the Department is engaging the Design-Builder 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 Design-Builder fails to
deliver any of the deliverables required in Section 2.2.1 (and unless such failure
is the result of any event of Force Majeure), the Design-Builder shall be subject to
liquidated damages in an amount of Five Thousand Dollars ($5000) plus Five
Hundred Dollars ($500) per day after receiving written notice from either the
COTR or the Contracting Officer of failure to submit such deliverables.

2.2.2 Design Management

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

2.2.2.1 Design Development. The Design-Builder shall prepare a set of design
development documents for each of Part 1 and Part 2 (each set “Design
Development Documents”) that is consistent with the Department’s schedule,
budget and programmatic requirements. The Design Development Documents
shall contain at least the level of detail contemplated in the AIA standard contract
and shall contain such detail as is typically required for design development under
the AIA Best Practices. The Department shall have the right to disapprove the
Design Development Documents submittal for any reason.

The design development submittal shall include at least the following:
a) Draft specifications for materials, systems, equipment, if applicable;
b) Complete code compliance analysis and drawing;
c) Space-by-space equipment layouts for key spaces. As part of the design development phase, the Design-Builder and/or the Architect and any design consultants shall confer with representatives from the Department regarding these layouts to confirm that they are acceptable to DGS and DOC, as appropriate;
d) A preliminary layout for equipment;
e) Preliminary designs for approved building system upgrades. With regard to HVAC systems, the submission should include: (i) a detailed description of the proposed mechanical systems; (ii) their general layout, including ‘Single-Line Diagrams’ (aka ‘Riser Diagrams’); and (iii) any required load calculations. The HVAC design solution would also include preliminary layouts of other major components of the HVAC system, including the type and location of energy recovery units (ERUs), variable air volume (“VAV”) boxes, condensing units, and any related system appurtenances;
f) Present the design to any regulatory agencies as required
g) Participate in community meetings.
h) Participate in all other required meetings as necessary. The Design-Builder shall be responsible for acting as recorder for all such meetings. Memorandum for the Record of such meetings shall be typewritten and submitted to DGS Project Management and uploaded to Prolog within five (5) calendar days from the date of the meeting, for review and approval and for such distribution as may be required.

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

2.2.2.3 Entitlements. The Design-Builder shall prepare such materials and make such presentations as are necessary to obtain the required permits.

2.2.3 GMP Formation

The Design-Builder shall provide the Department with a Guaranteed Maximum Price based on the Design Development Documents. The GMP shall be agreed upon in the manner set forth in this Section 2.2.3.
2.2.3.1 Develop Offeror/Bidders List. Within thirty (30) days after execution of the Preconstruction NTP, the Design-Builder shall submit to the Department for its review and approval a written submission on the proposed subcontractor bidding procedures. These 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 Design-Builder 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 COTR and the Contracting Officer.

2.2.3.2 Manage Bidding Process. The Design-Builder shall manage the trade bidding process in accordance with the approved bidding procedures and shall use commercially reasonable best efforts to obtain at least three (3) qualified and bona fide bids for each trade package in excess of One Hundred Thousand Dollars ($100,000). The Design-Builder shall carefully document its procedures for making available bid packages to potential bidders, the contents of each bid package, discussions with bidders at any pre-bid meetings, bidders’ compliance with bid requirements, all bids received, the Design-Builder’s evaluations of all bids, and the basis for the Design-Builder’s recommendation as to which bidders should be chosen. The Department shall be afforded access to all such records at all reasonable times so that, among other things, it may independently confirm the Design-Builder’s adherence to all contractual requirements including, without limitation, affirmative action requirements and subcontracting requirements.

2.2.3.3 Prepare Bid Tabs. The Design-Builder shall provide the Department with an analysis of the bids received and as a copy of each such bid. To the extent that the Design-Builder’s award recommendation is based on scoping adjustments, the Design-Builder shall clearly identify the scoping adjustment and the need for such adjustments. In general, the bid tab shall be presented in tabular format that compares the bids received and any other relevant information (i.e. exclusions, past performance history, etc.).

2.2.3.4 Submission of GMP Proposal. Based on the trade bids, the Design-Builder shall submit a GMP Proposal to the Department. The GMP Proposal shall include the following elements:

a) A list of drawings, specifications, addenda, general, supplementary and other conditions on which the Guaranteed Maximum Price is based.

b) A list of unit prices and allowance items and a statement of their basis.

c) Assumptions and clarifications made in preparing the GMP Proposal, noting in particular any exclusions. The assumptions and clarifications shall take
precedence over the drawings and specifications. The Design-Builder shall prepare a separate memorandum that highlights any differences between the then approved drawings and the modifications made in the assumptions and clarifications. Such memorandum shall specifically address any changes in the Project aesthetics, functionality or performance.

d) The proposed GMP, including a statement of the detailed cost estimate organized by trade categories, allowances, contingency, and other items and the fees that comprise the GMP.

e) An update to the Project’s schedule to which the Design-Builder will agree to be bound. This update shall be prepared in the same level of detail and in the same manner as the Baseline Schedule.

f) A subcontracting plan setting forth the names and estimated dollar volume of the work that will be perform by LSBDEs, as certified by the Department of Small and Local Business Development, upon which the GMP is based.

2.2.3.5 Approval of GMP. The Department and the Design-Builder shall meet to negotiate the terms of the GMP Proposal. If the GMP Proposal is acceptable to the Department, the Department shall submit the resulting GMP amendment to the Council for the District of Columbia. **The GMP shall be subject to review and approval by the Council for the District of Columbia in the event it exceeds the previously approved not-to-exceed limit established in the Agreement by more than $1 million. In such event, the GMP shall not be effective until so approved.** In the event that the Department and the Design-Builder are unable to agree upon the GMP or the schedule for the Project, the Department shall have the right to terminate the Agreement and assume any trade subcontracts held by the Design-Builder.

2.2.3.6 Self-Performed Work. The Design-Builder 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.

2.2.4 Early Release/Abatement & Demolition

2.2.4.1 Abatement & Selective Demolition. The Department may release the Design-Builder to commence hazardous material abatement and select demolition, or other early activities, as applicable. It is envisioned that this work may be released in advance of the GMP.

2.2.4.2 Long Lead Materials. The Department may release funding for long-lead items in advance of the GMP. If the Design-Builder believes an earlier release is required in order to meet the Project schedule, it shall advise the Department and make a recommendation as to the requested release date. Any
decision to authorize an early release shall be made by the Department in its sole and absolute discretion.

2.2.5 Design Management

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

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

2.2.5.2 Construction Document Review & Coordination. The Design-Builder shall complete each of the Construction Documents packages in a manner that addresses the concerns raised by the Department during the review contemplated in Section 2.2.5.1 for such package. The Design-Builder shall issue one or more set of permit documents to the Department for its review and approval (“Permit Set”). With regard to each such set, the Design-Builder shall highlight (or bubble) any aspect of the design that represents a material deviation from the approved Design Development Documents and shall address in a narrative format the impact, if any, such departure shall have on the Project’s aesthetics, functionality or performance. The Department shall have the right to disapprove the Construction Documents for any reason. If the Department disapproves the Construction Documents, the Design-Builder will not be entitled to any additional compensation. If, however, the Department disapproves a Construction Document that is a logical extension of the approved Design Development Documents, the Design-Builder will be entitled to an adjustment to the GMP and/or the Agreement schedule unless such a package departs from the Scope of Work fairly reflected in the GMP Drawings and Specifications and in such event the Design-Builder shall be required to prepare a revised design that complies with the GMP drawings and specifications (“Drawings and Specifications”) and without any entitlement to an increase in the GMP or an adjustment of the Agreement schedule. In the event the Department does not approve a document within fourteen (14) days after issuance, such document shall be deemed approved unless the Department advises that such document is still under review. In the event the Department’s review takes longer than fourteen (14) days, such additional review shall be deemed a change event.

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

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

2.3 Deconstruction/Construction Phase

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

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

2.3.2 Compliance with Other Requirements. In performing the Work, the Design-Builders 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 DCPS and the Community), and Section 2.8 (Quality Control Plan) of this RFP.

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

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

2.3.6 **Basic Deconstruction Services.** The Design-Builders shall be required to comply with the following requirements:

   2.3.6.1 Erosion and Sediment Control: Furnish and install sediment and erosion control measures inclusive of but not limited to silt fencing, and construction entrances around the existing playground. Design-Builders shall be responsible for the maintenance of the measures during deconstruction/construction.

   2.3.6.2 Storm-Water Management: The Design-Builders shall furnish and install adequate storm-water management for the site as per the most recent DDOE regulations.

   2.3.6.3 Tree protection: Install construction fencing to protect all existing trees during deconstruction/construction. Carefully remove sections of asphalt surrounding trees located in the playground under a supervision of an Arborist. Air-spade/aerate and inject growth inhibitors into the root structure to prevent damage to new asphalt surfaces/play area. Place a layer of topsoil above the roots and mulch on top.

   2.3.6.4 Site Cleanliness: During the project and/or as directed by the Project Manager, as the installation is completed, Design-Builders shall ensure that the site is clear of all extraneous materials, rubbish, or debris.

   2.3.6.5 Site Security: Design-Builders shall secure the project work area by a minimum 6.0’ chain link fence. Design-Builders shall ensure site is locked during non-work hours.

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

   2.3.6.7 Demolish all above-grade structures indicated per Phasing schedule. All materials shall be removed in accordance with the following:

    2.3.6.7.1 Applicable District and Federal codes and regulations;
2.3.6.7.2 Any demolished material, equipment and debris shall become property of the Contractor and shall immediately become the Contractor’s responsibility. No sale of materials may be conducted on site.

2.3.6.8 Remove all hazardous materials including those described in the Hazardous Materials Report (which will be provided to the selected Design-Builder upon award) and found within the demolition Limits. Disposal of hazardous materials shall be completed in accordance with the following:

2.3.6.8.1 Applicable District and Federal codes and regulations;

2.3.6.8.2 Contractor shall not differentiate between friable and non-friable materials. All materials shall be removed, handled, transported and disposed of as if they are friable; and

2.3.6.8.3 Contractor shall thoroughly document the removal of hazardous materials and provide the DGS Project Manager at a minimum the following:

2.3.6.8.3.1 Certification of proper disposal with a certified disposal firm;

2.3.6.8.3.2 A photograph of hazardous material for each type of hazardous material noted at each site; and

2.3.6.8.3.3 At least one (1) photograph showing proper removal shall be provided of the hazardous materials.

2.3.6.9 Fill in all voids left by the removal of items such as, but not limited to, structures, pipes and utilities with material matching the soils found on site. Any materials used to fill voids shall be approved in advance by the DGS Project Manager. The Contractor shall ensure filled voids are compact and allow for stormwater runoff that is consistent with the surrounding area.

2.3.6.9.1 Remove existing structure 12” below existing grade.

2.3.6.9.2 Fill all voids with recycled onsite materials where possible, use existing crushed material per DC and Federal regulations.

2.3.6.9.3 Backfill with a minimum 12” of topsoil. Seed as required.

2.3.6.10 Contractor shall incorporate the soil and erosion control information described in the Drawings and Specifications in Attachment A to ensure the post-demolition site conditions A for details on and post-demolition site conditions.

2.3.6.11 Remove remaining debris at each project site prior to the commencement of work on the project sites. Contractor shall include an allowance of Twenty Five Thousand Dollars and Zero Cents ($25,000.00) for the removal and disposal of any debris that IS NOT considered to be a hazardous material. Contractor must provide back-up receipts for reimbursement of this removal and disposal cost. No mark-up on the debris removal costs is permitted.

2.3.6.12 Contractor shall have a superintendent and project manager. The superintendent must be on site at all times.
2.3.6.13 Contractor shall provide a daily progress report for each working day to DGS. The report shall summarize work completed that day and note any project site problems.

2.3.6.14 Contractor shall provide a dust management plan must be submitted and approved by DGS before any work may begin. Contractor shall submit photographs detailing implementation of the dust management plan.

2.3.6.15 DGS is not responsible for providing any amenities or facilities, including parking.

2.3.6.16 Contractor shall provide a traffic control plan to DGS, if such a plan is needed, prior to the start of any work.

2.3.6.17 The Contractor shall provide notification on the change in any key employee and subcontractors at least fourteen (14) days in advance.

2.3.6.18 Walk-Through Inspection: At the achievement of substantial completion, the Project Manager shall perform a walk-through inspection in the presence of the contractor. The contractor shall prepare a written report stating any deficiencies found during the walk-through, identify the responsible parties and ensure that all deficiencies are corrected prior to demobilization. Note that the contractor SHALL NOT demobilize or remove any temporary fencing until receiving written notice from the Project Manager to do so.

2.3.6.19 As-Built Drawings & Warranty Information: The contractor shall prepare one (1) full size, two (2) half-size and four (4) electronic copies of “as-built” plans of the work, including all modifications performed during the construction, and submit to the Project Manager within thirty (30) days after reaching substantial completion. The contractor shall also submit O&M’s and Warranty information on all newly installed products, materials and workmanship within thirty (30) days after reaching substantial completion. The contractor shall also submit four (4) hard copies and four (4) electronic copies of each: O&M manuals and Warranty information to the DGS Project Manager.

2.3.7 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 Design-Build shall be subject to liquidated damages in an amount of Seven Thousand Five Hundred Dollars ($7,500) per day. These damages shall not apply if the delay is the result of Force Majeure and the Design-Build otherwise complies with the provisions set forth in the Standard Contract Provisions.

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

2.3.9 Salvage Value. In general, the salvage value of construction material located in the existing building shall accrue to the Design-Build and/or its subcontractor. However, the Department shall be entitled to the value of any piece of equipment, such as chillers, computers, etc., that remain in the existing building to the extent that such piece of equipment has a salvage value of more than Twenty Thousand dollars ($25,000).

2.4 [Intentionally omitted]

2.5 Site Safety

2.5.1 General Responsibility. The Design-Build shall provide a safe and efficient site, with controlled access. As part of this obligation, the Design-Build 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 Design-Build shall prepare a safety plan for the Construction Phase conforming to OSHA 29 CFR 1926 (such plan, the “Safety Plan”). This Safety Plan developed by the Design-Build shall describe the proposed separation and the specific nature of the safety measures to be taken including fences and barriers that will be used and the site security details. This Safety Plan will be submitted to the Department and DCPS for their review and approval prior to the commencement of construction. Once the Safety Plan has been approved, the Design-Build shall comply with the plan at all times during construction. The Design-Build shall be required to revise the Safety Plan as may be requested by the Department or DCPS. The cost of revising and complying with the plan shall not entitle the Design-Build to an increase in the GMP. The Design Builder will not be permitted to commence the Construction Phase until the Safety Plan is submitted and in no event shall any resulting delay constitute an excusable delay. Additionally, the Design-Build 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 Design-Build shall install such fences and barriers as may be necessary to separate the construction areas of the site from those areas that are then being used by DCPS. The Design-Build shall describe in the Safety Plan the proposed separation and the specific nature of the fences and barriers that will be used.

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

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

2.6 Reporting Requirements

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

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

2.6.2 Bi-Weekly Schedule Updates. The Design-Build 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 Design-Build's best projection of the actual date by which Substantial Completion and Final Completion of the Project will be achieved. The Design-Build 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 Prolog. The Design-Build shall utilize the Department’s Prolog system to submit any and all documentation required to be provided by the Design-Build, 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.

2.7 Workhours; Coordination with DGS and Community

2.7.1 Workhours. The Design-Builder shall comply with the Noise Ordinance and neither it nor its subcontractors shall undertake work on the Project site other than at the times and sound level permitted by the Noise Ordinance.

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

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

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

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

2.8 Quality Control Plan

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

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

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

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

2.9 Project Close-out

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

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

2.9.3 Warranties & Manuals. Subsequent to Substantial Completion Date and no later than fifteen (15) days following the Substantial Completion Date, the Design-BUILDER shall prepare and submit the following documentation: (i) a complete set of product manuals (O&M), training videos, warranties, etc.; (ii) attic stock; (iii) an equipment schedule; (iv) a proposed schedule of maintenance for the new building; (v) environmental, health and safety documents for the new building; and (vi) all applicable inspection certificates/permits (boiler, elevator, emergency evacuation plans, health inspection, etc.) for the new building.

No later than thirty (30) days following the Substantial Completion Date, the Design-BUILDER shall prepare and submit: (i) a complete set of its Project files; and (ii) a set of record drawings.
2.9.4 Eleven Month Walk. The Design-Builder shall use commercially reasonable efforts to schedule a joint inspection of the Project during the eleventh month after Substantial Completion is achieved. During such inspection, the Design-Builder and a representative of the Department shall walk the Project to identify any necessary warranty work.

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

2.10 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 Design-Builder 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 Design-Builder under the terms of the Department's written authorization for the Design-Builder to perform any portion of the Work as Self-Performed Work. If an authorization for the Design-Builder to engage in Self-Performed Work is not on a fixed-price basis, then, as to that work, the following costs shall be within the Cost of the Work:
   1. **Labor.** Properly documented wages actually paid to Project foremen, construction workers, and other personnel in the direct employ of the Design-Builder, while engaged in approved Self-Performed Work, together with contributions, assessments, payroll taxes, or fringe benefits required by the laws or applicable collective bargaining agreements.
   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 Design-Builder's agreement to turn unused excess materials over to the Department at the completion of the Project or, at the Department's option, to sell the material and pay the proceeds to the Department or give the Department a credit in the amount of the proceeds against the Cost of the Work.

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 and the building permit fee;
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 Design-Builder incurs to schedule and coordinate any additional testing and inspections the Department may decide to conduct itself shall be reimbursable unless the additional testing establishes that the work tested was defective or otherwise failed to satisfy the Agreement’s requirements, in which case the Design-Builder 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 Design-Builder 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 Design-Builder’s general condition costs shall be reimbursable at cost and without mark-up. Only the following items, however are reimbursable: (Any other items or expenses are non-reimbursable and the Design-Builder shall 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 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) Out-of-house consultants;
f) The field office for the Design-Builder including but not limited to: (i) trailer purchase and/or rent; (ii) field office installation, relocation and removal; (iii) utility connections and charges during the Construction Phase; (iv) furniture; (v) office supplies;
g) 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;
h) Local delivery and overnight delivery costs; and
i) First aid facility.

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 Design-Builder 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 Design-Build Fee and Award Fee.
e) Sales or use taxes, unless the Design-Builder establishes that applicable law required payment of such taxes.
f) Costs due to the errors or omissions of the Design-Builder or its subcontractors or suppliers at all tiers, negligent or otherwise.
g) Costs due to breach of Contract by the Design-Builder or its subcontractors or material suppliers at all tiers, including, without limitation, costs arising from defective or damaged work or its correction, disposal of materials or equipment erroneously supplied, and repairs to property damaged by the Design-Builder or its subcontractors or material suppliers at all tiers.
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 Design-Build Fee

The Design-Builder’s compensation shall consist of the Design-Build Fee bid by selected Offeror. In addition, the Design-Builder shall be entitled to recover at cost and without mark-up: (i) its design fees; and (ii) 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, respectively. Entitlement to the Design-Build Fee shall be determined as described more fully below.

2.11.1 Design-Build Fee. The Design-Build Fee shall be paid in monthly progress payments, paid in equal monthly installments spread over the duration of the Project. To the extent that the Agreement duration is extended, the then remaining amount of the Design-Build Fee will be re-allocated such that the then existing portion of the Design-Build Fee shall be evenly spread over the then-remaining duration of the Project.

2.11.2 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 Design-Builder 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 Design-Builder, its subcontractors, materialmen, consultants or anyone making claims thereunder. To the extent the Design-Builder incurs General Conditions costs in excess of the Maximum Cost of General Conditions, the Design-Builder shall not be entitled to reimbursement for such amounts. In such an event, the Design-Builder shall be required to adequately staff the Project.

2.12 Excluded Cost Elements

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

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

2.13 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 (interiors); (iv) the Project Manager who will supervise the Mechanical, Electrical, and Plumbing (“MEP”) work; and (v) the individual that will manage quality control and interact with the Department’s quality control representative. The Design-Builder will not be permitted to reassign any of the Key Personnel unless the Department approves the proposed reassignment and the proposed replacement.

2.13.2 Key Personnel Liquidated Damages. If the Design-Builder removes or reassigns one of the Key Personnel (excluding, however, instances where such personnel become unavailable due to death, disability, or separation from the employment of the Design-Builder or any affiliate of the Design-Builder) without the prior written consent of the Department, the Design-Builder shall pay to the Department the sum of Twenty Five Thousand Dollars ($25,000) as liquidated damages. These liquidated damage 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 Design-Builder in the event that a member of the key personnel has been removed or replaced by the Design-Builder without the consent of the Department.

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

2.14.1 Design and Preconstruction Phase Deliverables

a) Project Schedule.
b) Utility Investigation Report.
c) List of Long Lead Items that could adversely impact the Project’s schedule and recommendations for purchase.
e) Part 1 Permit Set of Construction Documents (90%) (“Permit Set”) and Part 2 Permit Set (90%) (“DOC Permit Set”).
f) Permit Set of Construction Documents, including DCRA plan review responses, for both Permit Set and DOC Permit Set.
g) Part 1 Issued for Construction Documents (“IFC Set”) and Part 2 Construction Documents (100%) (“DOC IFC Set”).
h) List of subcontractors from which the Design-Builder intends to solicit bids and bidding procedure.
i) Trade bid tabulations, including all subcontractor Proposals.
k) GMP Proposal.
l) Construction Phase Baseline Schedule.
m) Insurance Certificates
n) Payment and Performance Bonds

2.14.2 Construction Deliverables

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

2.14.3 Close-Out Deliverables

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

2.15 Licensing, Accreditation and Registration

The Design-Builder and all of its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the 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 Design-Builder to perform under the Agreement in conformance with the Department’s Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

2.17 Davis-Bacon Act

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

2.18 Time is of the Essence

Time is of the essence with respect to the Design-Build Agreement. The Project must be Substantially Complete by the Substantial Completion Date. As such, the Design-Builder must dedicate such personnel and other resources as are necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.
PART 3 - EVALUATION AND AWARD CRITERIA

3.0 Evaluation Criteria

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

a) Relevant Experience & Capabilities of the Builder (10 points)
b) Key Personnel of the Builder (10 points)
c) Relevant Experience & Capabilities of the Architect/Engineer (10 points)
d) Key Personnel of the Architect/Engineer (10 points)
e) Project Management Plan & Schedule (40 points)
f) Price (20 points)
g) CBE Preference (12 points)

3.1 Evaluation Process

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

3.2 Evaluation Committee

Each Offeror’s Submission 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 Offeror(s) whose Submission(s) are determined by the source selection official to be the most advantageous to the Department in accordance with 27 DCMR §§ 1613.5 and 1630.5 and not necessarily the Offeror(s) with the highest score as evaluated per the factors in Section 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 Design-Builder for this Project, including the qualifications of Key Personnel.

3.4 Proposal Evaluation

Each Proposal will be scored on a scale of zero (0) to one hundred twelve (112) points. Offerors will be eligible to receive up to twelve (12) of the one hundred twelve (112) points based on the Offeror’s status as a CBE as outlined in Part 4 of this RFP. The Department’s evaluation shall not necessarily be limited to the information provided in the Offeror’s Proposal. As part of the evaluation, the Department will also consider its own historical experience with the Offeror, and the direct experience with the Offeror of the members of the evaluation panel and others involved in the evaluation process. The Agreement will be awarded to the Offeror found to be the most advantageous to the Department in accordance with 27 DCMR §§ 1613.5 and 1630.5 and not necessarily the Offeror(s) with the highest evaluated score.

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

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

3.4.2 Key Personnel of the Builder (10 points)

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

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

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

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

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

3.4.5 Project Management Plan & Schedule (40 points)

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

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

3.4.6 Price (20 points)

Offerors will be required to bid a utility investigation price, a series of Design Fees, two Design-Build Fees, and two General Conditions Budgets. Offerors will be required to submit with their Proposals the following fee components:

   a. a lump sum price to complete all required Phase Zero services (“Phase Zero Price”);
   b. a fixed fee to complete the design, including all permitting, for Buildings 1 through 4 (“Core Building Design Price”);
   c. a fixed fee to complete the design, including all permitting, for Building 9 (“Building 9 Design Price”);
   d. a fixed fee to complete the design, including all permitting, for Building 29 (“Building 29 Design Price”);
   e. a fixed fee to complete the design, including all permitting, for Phase 4 design services (“Phase 4 Design Price”);
   f. a fixed fee to cover the cost of the Design-Builder’s overhead and profit for Phases Zero through Three (“DC General Design-Build Fee”);
g. a fixed fee to cover the cost of the Design-Builder’s overhead and profit for Phase Four (“DOC Design-Build Fee”);  

h. a general conditions budget for Phases Zero through Three (“DC General Maximum Cost of General Conditions”); and  

i. a general conditions budget for Phase Four (“DOC Maximum Cost of General Conditions”).

The DC General Design-Build Fee and the DOC Design-Build Fee will be fixed fees and should cover the cost of the Design-Builder’s overhead and profit; and the cost of general conditions, as defined in the Design-Build Agreement, shall be reimbursable subject to a cap for each portion of the work equal to the DC General Maximum Cost of General Conditions DOC 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. These price components will be worth up to twenty (20) points.

3.4.7 CBE Preference (12 points)

The remaining twelve (12) points will be awarded based on the Offeror status as a CBE/SBE as outlined in Part 4 of this RFP.
PART 4 - ECONOMIC INCLUSION

4.0 Preference for Small, Local, and Disadvantaged Business Enterprises

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

a) Three (3) preference points shall be awarded if the Offeror is certified as having a SBE.

b) Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.

c) Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business.

d) Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.

e) Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.

f) Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.

g) Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.

h) Two (2) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise.

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

4.1 Preferences for Certified Joint Ventures

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

a) A copy of the certification acknowledgment letter must be submitted with the Offeror’s Proposal.

b) Any vendor seeking certification in order to receive preferences under this RFP should contact the:

Department of Small and Local Business Development
c) All Offerors are encouraged to contact Department of Small and Local Business Development at (202) 727-3900 if additional information is required on certification procedures and requirements.

4.2 Subcontracting Plan

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

4.2.1 Mandatory Subcontracting Requirements

a) Unless the Director of the Department of Small and Local Business Development has approved a waiver in writing, for all contracts in excess of ($250,000), at least (35%) of the dollar volume of the Agreement shall be subcontracted to qualified SBEs.

b) If there are insufficient SBEs to completely fulfill the requirement of paragraph (a) of this Section 4.2.1 above, then the subcontracting may be satisfied by subcontracting (35%) of the dollar volume to any qualified CBEs; provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

c) A Design-Builder (“Prime Contractor”) that is certified by Department of Small and Local Business Development as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of paragraphs (a) and (b) above of this Section 4.2.1.

d) Except as provided in paragraphs (e) and (g) below of this Section 4.2.1, a Prime Contractor that is a CBE and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least (50%) of the contracting effort with its own organization and resources and, if it subcontracts, (35%) of the subcontracting effort shall be with CBEs. A CBE Prime Contractor that performs less than (50%) of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

e) A Prime Contractor that is a certified Joint Venture and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least (50%) of the contracting effort with its own organization and resources and, if it subcontracts, (35%) of the subcontracting effort shall be with CBEs. A certified Joint Venture Prime Contractor that performs less than (50%) of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
f) Each CBE utilized to meet these subcontracting requirements shall perform at least (35%) of its contracting effort with its own organization and resources.

g) A Prime Contractor that is a CBE and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least (50%) of the on-site work with its own organization and resources if the Agreement is one ($1) million dollars or less.

4.2.2 Subcontracting Plan Requirements

If the Prime Contractor is required by law to subcontract under the Agreement, it must subcontract at least (35%) of the dollar volume of the Agreement in accordance with the provisions of Section 4.2.1 (a). The 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 Department of Small and Local Business Development. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District and the Department. Each subcontracting plan shall include the following:

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

4.2.3 Copies of Subcontracts

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

4.2.4 Subcontracting Plan Compliance Reporting

a) The Prime Contractor has a subcontracting plan required by law for this Agreement; the Prime Contractor shall submit a quarterly report to the CO, District of Columbia Auditor and the Director of Department of Small and Local Business Development. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

1. The price that the Prime Contractor will pay each subcontractor under the subcontract;
2. A description of the goods procured or the services subcontracted for;
3. The amount paid by the Prime Contractor under the subcontract;
4. A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.
b) If the fully executed subcontract is not provided with the quarterly report, the Prime Contractor will not receive credit toward its subcontracting requirements for that subcontract.

4.2.5 Annual Meetings

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

4.2.6 Notices

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

4.2.7 Enforcement and Penalties for Breach of Subcontracting Plan

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

4.2.8 CBE as Prime Contractor

A Prime Contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of Section 4.2.

4.3 Residency Hiring Requirements for Contractors and Subcontractors

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

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

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

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

a) At least twenty percent (20%) of journey worker hours by trade shall be performed by District residents;

b) At least sixty percent (60%) of apprentice hours by trade shall be performed by District residents;

c) At least fifty one percent (51%) of the skilled laborer hours by trade shall be performed by District residents; and

d) At least seventy percent (70%) of common laborer hours shall be performed by District residents.

4.4 Apprenticeship Act

The D.C. Apprenticeship Act of D.C. Law 2-156, (“Act”) as amended shall apply to this Project. All subcontractors selected to perform work on the Project on a craft-by-craft basis shall be required to comply with this Act. All terms and conditions of the D.C. Apprenticeship Council Rules and Regulations shall be implemented. The Prime Contractor shall be liable for any subcontractor non-compliance.
PART 5 - PROPOSAL ORGANIZATION AND SUBMISSION

5.0 General

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

5.1 Submission Identification

Submissions shall be proffered in a complete original proposal (Technical and Price Proposals); one (1) copy of the Price Proposal; and five (5) copies of the technical portion of the Proposal as outlined below; an electronic copy of the complete original proposal either on USB flash drive or CD-ROM shall also be provided. The Offeror’s original Submission shall be placed in a sealed envelope conspicuously marked: “Proposal for Design-Build for District of Columbia General Family Shelter Campus – DCAM-18-CS-0017.”

5.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

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

5.3 Date and Time for Receiving Submissions

Submissions shall be received in the place identified in Section 5.2 of this RFP no later than 2:00 P.M. on December 8, 2017. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

5.4 Submission Size, Organization and Offeror Qualifications

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

5.4.1 Executive Summary of Proposal

Each Offeror should provide a Proposal executive summary of no more than three pages of the information contained in Section 5.4.2.
5.4.2 General Team Information and Firm(s) Data

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

a) Name(s), address(es), and role(s) of each firm (including all sub-consultants)

b) Firm profile(s), including:

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

c) Description of the team organization and personal qualifications of key staff, including:

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 Relevant Experience and References

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

5.4.4 Project Management Plan

The Project Management Plan should contain the information requested in Section 3.4.4 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 Design-Builder shall incorporate any adjustment to the Baseline Schedule as may be reasonably requested by the Department. The Baseline Schedule shall be prepared in CPM and be developed in a sufficient level of detail so as to permit the affected parties (i.e. the Department, the Architect and the Design-Builder) to properly plan the Project,
and shall show: (i) key design milestones and bid packages; (ii) release dates for long lead items; (iii) release dates for key subcontractors; and (iv) Substantial and Final Completion Dates. The preliminary schedule must also be submitted in Primavera 6 native format, and upon award, shall be updated by the Design-Builder, at a minimum, on a bi-weekly basis. The schedule should demonstrate that the Offeror understands the Project and has a workable method to deliver the Project in a timely manner.

5.4.8 Price Proposal

The Price proposal shall be organized as follows:

a) **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.
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 November 20, 2017 at 10:00 A.M. The conference will be held at the Department of General Services, 1250 U Street N.W., Capital Hill 4th Floor Conference Room, Washington, DC 20009. Interested Offerors are strongly encouraged to attend.

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

Requests should be directed to the Department’s POC at the address listed in Section 1.7 no later than the close of business on November 27, 2017. The person making the request shall be responsible for prompt delivery.

6.3 Protests

Protests shall be governed by D.C. 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 in accordance with Title 27 DCMR § 1613.5. 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 Submissions shall be retained by the Department and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the Submissions shall become the property of the Department and the Department shall reserve the right to distribute or use such information as it determines.

6.6 Examination of Submissions

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

6.8 No Compensation for Preparation of Submissions

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

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 Submissions.
b) To reject Submissions that fail to prove the Offeror’s responsibility.
c) To reject Submissions that contain conditions and/or contingencies that in the Department’s sole judgment, make the Submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
d) To waive minor irregularities in any Submission provided such waiver does not result in an unfair advantage to any Offeror.
e) To take any other action within the applicable Procurement Regulations or law.
f) To reject the Submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such Submission or this RFP.
g) To reject Submission that indicates a lack of understanding of any aspect of the Project.
h) To reject Submissions that are too costly, financially or otherwise, to the Department relative to other Submissions and the Project budget.
i) To reject Submissions where the Offeror has altered any pricing element or line item by Thirty Percent (30%) from the initial 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 Submissions 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 Pricing. In general, the Department will consider a Proposal non-responsive if any pricing element of the Offeror’s price is Thirty Percent (30%) higher than the median price submitted by other Offerors. If there are no more than two (2) Offerors, the independent government estimate shall be used to establish a median price. The Department reserves the right to deem a Proposal non-responsive if any pricing element of the Offeror’s price is Thirty Percent (30%) higher than the median price.

6.11.2 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.

6.11.3 Exceptions. The Department may 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.
6.11.4 Core Competency. The Department may consider a Proposal non-responsive if the Offeror, whether by inclusion or omission, fails, in the Department’s sole judgment, to demonstrate an understanding and competence in every aspect of the Project.
PART 7 - DESIGN BUILD AGREEMENT

7.0 Contract Documents

The Design-Build Agreement will be issued via Addendum to the RFP as Attachment L. The Standard Contract Provisions, is attached hereto as Attachment G. Offerors should carefully review the Design-Build Agreement and Standard Contract Provisions when submitting their Proposals. To the extent there are any ambiguities or inconsistencies between this RFP, the Standard Contract Provisions and Design-Build Agreement shall have precedence. Offerors are advised that they are required to submit their Proposals premised upon agreeing to the terms of the Standard Contract Provisions and entering into a Letter Contract, and subsequently, the Design-Build Agreement. A proposal that identifies or describes changes or exceptions to the Standard Contract Provisions, the Design-Build Agreement, or the Letter Contract, as defined in Section 2.2.1 of this RFP, may be deemed non-responsive.
PART 8 - INSURANCE REQUIREMENTS

8.0 Required Insurance

To be provided by addendum
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 as liquidated damages. If the Offeror chooses to submit a cashier’s check in lieu of a bid bond, the Offeror must complete the form included as Attachment N and return, notarized, with the Offeror’s Proposal.

9.1 Trade Subcontractor Bonds

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

9.2 Contractor’s Payment and Performance Bond

In addition to the trade subcontractor bonds required by Section 9.1, the Design-Builder will be required to post a payment and performance bond having a penal value equal to the GMP at the time the Agreement is executed.
PART 10 - MISCELLANEOUS PROVISIONS

10.0 Conflict of Interest

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

10.1 Definitions

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

10.2 Abbreviations

The following are abbreviations used throughout this RFP:

CPM Critical Path Method
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
DCPS District of Columbia Public Schools
CBE A Certified Business Enterprise
SBE Small Business Enterprises
PART 11 - ATTACHMENTS

Attachment A
Attachment B - Form of Offer Letter
Attachment C - Bidder/Offeror’s Certification Form
Attachment D - Tax Affidavit
Attachment E - Davis-Bacon Wage Rates
Attachment H - SBE Subcontracting Plan
Attachment I - First Source Agreement
Attachment J - 2017 Living Wage Act
Attachment K - Past Performance Evaluation Form
Attachment L - Agreement for Design-Build Services – will be issued via Addendum
Attachment M - Notice to Proceed and Letter of Contract
Attachment O - Conflict Of Interest Disclosure Statement
Attachment P

Release of Lien Forms