

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



**REQUEST FOR PROPOSALS  
CONSTRUCTION MANAGEMENT AT-RISK SERVICES  
HEARST PARK AND POOL**

**Set-Aside for Participation by Certified Business Enterprises (CBEs) Only**

**April 10, 2018**

**Solicitation Number: DCAM-18-CS-0055**

**Proposal Due Date: May 4, 2018 at 2:00 P.M.**

**Pre-Proposal Conference: 4/13/2018 at 1:30 P.M.**

**To be held at:**

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

## **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 proposals (“Proposal(s)”) from offerors (“Offeror(s)”) interested in contracting to serve as the construction manager (the “Construction Manager” or “Contractor”) to provide Construction Management At-Risk Services for the construction of the Hearst Park and Pool Renovation project, located at 3950 37th Street, NW, Washington, DC 20008. The purpose of this RFP is to determine which Offeror will be awarded the construction management at risk contract (“Agreement” or “Contract”) for the Project.

**This RFP is designated only for certified business enterprise (“CBE”) Contractors under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 et seq., as amended. ONLY Contractors that are certified by the District of Columbia Department of Small and Local Business Development (“DSLBD”) as a CBE are eligible.**

### **1.1 Project Overview**

The Department is issuing this RFP to engage a Construction Manager to provide all work and construction services required to construct and implement the approved design for the Hearst Park and Pool Renovation project (collectively the “Work”).

### **1.2 Project Background**

This District of Columbia Department of General Services (DGS) Hearst Park and Pool project generally includes but is not limited to the renovation of or replacement of athletic fields, construction of a new pool and pool house, construction of new tennis courts, existing trail improvements, storm water management, landscaping, fencing, site furnishings, amenities, signage and hardscaping. The project is located at 37<sup>th</sup> and Quebec, NW bordering the Historic Hearst Recreation Center and the site of Hearst Elementary School. The project contains approximately 240,000 square feet. The athletic fields and tennis courts were renovated approximately 15 years ago.

### **1.3 Project Budget and Funding Limitations**

The Department has an approved construction budget of approximately \$10 million dollars for this Project. Accordingly, Offerors are to base their proposals on the approved budget. Upon award, the Agreement for Construction Management At-Risk Services, with a target GMP, will be submitted to the Council of the District of Columbia for approval.

## **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**, Agreement. Offerors are not required to submit trade costs nor a proposed GMP with their Proposals. Offerors are advised, however, that adjustments will only be made to the fee and the maximum cost of general conditions should (i) the overall dollar amounts allocated for the Project increase by more than (10%) above the approved budget for the Project as of the date of issuance of this RFP; or (ii) if the Department elects to delay or extend the Project schedule beyond December 31, 2019 for reasons other than delay caused by the Construction Manager, and in such an instance, only in accordance with the terms of the resulting Agreement, which will be issued via Amendment as **Attachment L**.

## **1.5 Milestones and Substantial Completion Date**

The Park Project (Phase 1) shall be Substantially Completed by March 31, 2019 (the Park “Substantial Completion Date”). The Pool and Pool House Project (Phase 2) shall be Substantially Completed by December 31, 2019 (the Pool & Pool House “Substantial Completion Date”).

## **1.6 Project Delivery Method and Schedule**

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

During the Preconstruction Phase, the selected Construction Manager will be required to work with the Architect to develop a schedule, budget and design that accomplishes the Department's goals and objectives. The Construction Manager will be required to actively participate in the development of the construction documents by providing cost estimating, scheduling, identifying long-lead purchasing items and performing constructability reviews. The Department expects that the permit/construction documents will be completed by early June of 2018 at which point the Construction Manager will be required to obtain quotes from trade subcontractors and provide a GMP based on the approved set of construction documents. The process by which the GMP will be formed is more fully described in the Form of Contract which will be issued by addendum.

The completed Project needs to be completed and available for occupancy by DPR in two phases, with first phase to be completed by no later than the date noted in Section 1.5 above and the remainder of the Work no later than the Substantial Completion Date. The Department contemplates that construction will begin in September of 2018. Abatement, interior demolition and other long lead items may be released earlier, if necessary.

Further, the Department has established the following preliminary milestone dates for the Project. While the Department is amenable to shifting the interim design milestones dates, the Department requires that the trade bidding and the GMP proposal is submitted no later than July 19, 2018. Any shift in the interim design milestones dates must be approved by DGS and must provide for the durations for DPR and DGS design reviews reflected in the milestone schedule below.

<b><u>Procurement Schedule</u></b>	<b># of Days</b>	
Issue RFP:	0	April 10, 2018
Pre-Proposal Conference:	7	April 13, 2018
Final Day for Questions and Clarifications	11	April 19, 2018
Proposals Due	22	May 4, 2018
Notice of Award and Notice to Proceed	50	Approximately June 11, 2018

<b><u>Project Schedule</u></b>	<b># of Days</b>	
Submit Baseline Schedule	0	June 20, 2018
Finalize total Project GMP	11	July 31, 2018
Park Substantial Completion		March 31, 2019
Pool and Pool House Substantial Completion		December 31, 2019

## 1.7 Department Designated Point of Contact

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

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

Mailing address: 2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor  
Washington, DC 20009

Phone: (202) 724-4119  
E-mail: [Bernadette.catalan@dc.gov](mailto:Bernadette.catalan@dc.gov)

The Department disclaims the accuracy of information derived from any source other than the Department's POC, and the use of any such information is at the sole risk of the Offeror. All communications and requests for information shall be submitted by the Offeror's point of contact identified in the Submission. Written communications to the Department from Offerors shall specifically reference the correspondence as being associated **with Construction Management At-Risk Services, Hearst Park and Pool and DCAM-18-CS-0055**.

## 1.7 Construction Manager 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: April 10, 2018
- Pre-Proposal Conference: April 13, 2018
- RFP Questions due to the Department: April 19, 2018
- Proposals Submission Due date: May 4, 2018
- Notice of intent to award approximately June 11, 2018
- Notice to Proceed / Letter Contract (if any) approximately June 11, 2018

### **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 LSDBE 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:

<b>Attachment A</b>	Scope of Work and Hearst Concept Design Book
<b>Attachment B</b>	Form of Offer Letter
<b>Attachment C</b>	Bidder/Offeror's Certification Form
<b>Attachment D</b>	Tax Affidavit
<b>Attachment E</b>	Davis-Bacon Wage Rates
<b>Attachment F</b>	Bid Bond Form
<b>Attachment G</b>	Standard Contract Provisions
<b>Attachment H</b>	SBE Subcontracting Plan
<b>Attachment I</b>	First Source Agreement
<b>Attachment J</b>	2018 Living Wage Act
<b>Attachment K</b>	Past Performance Evaluation Form
<b>Attachment L</b>	Agreement (will be issued via Addendum)
<b>Attachment M</b>	Notice to Proceed and Letter Contract (will be issued via Addendum)
<b>Attachment N</b>	Bid Guarantee Certification
<b>Attachment O</b>	Conflict Of Interest Disclosure Statement
<b>Attachment P</b>	Release of Lien Forms

### **1.12 Obligation to Meet All of the Requirements of the RFP Documents**

If awarded the Agreement, the Construction Manager 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 Construction Manager to provide any and all construction services required to complete the Project. The Project shall be complete, operating and ready for use on or before the Substantial Completion Date and within the Project's budget as specified in **Part 1, Section 1.3** and **Section 1.5** of this RFP.

The Project will be located at 3950 37th Street, NW, Washington, DC 20008.

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

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

### **2.1 Construction Manager's Duties; General Intent**

The Construction Manager will be required to work with the Architect, Department and DPR to advance the design for the Project and to construct the approved design no later than the Substantial Completion Date. The Construction Manager will be required to engage in preconstruction efforts to ensure constructability reviews of the design in a manner consistent with the Department's goals for the Project (e.g., programmatic, budgetary, schedule and quality); to solicit competitive trade bids for the construction work and to develop an acceptable guaranteed maximum price and corresponding scope and schedule for the work; and to implement the requisite construction and other work necessary no later than the dates set forth in this RFP. The Construction Manager will be required to provide a Project ready for occupancy by DPR and shall be responsible for all items of cost except for those items set forth in **Section 2.12** of this RFP.

## 2.2 Preconstruction Phase

### 2.2.1 Initial Deliverables

The Preconstruction Phase will start from the issuance of the notice to proceed through the execution of the GMP amendment (“GMP Amendment”). The Department will issue a notice to proceed for preconstruction services (the “Preconstruction NTP” or “Letter Contract”), which will be provide via Addendum as **Attachment M**. Offerors are advised that they are required to submit their Proposals premised upon agreeing to the terms of the Preconstruction NTP. To the extent there are any ambiguities or inconsistencies between this RFP, the Standard Contract Provisions and the Preconstruction NTP, the order of precedence shall be: the Standard Contract Provisions; Preconstruction NTP; and the RFP. **A Proposal that identifies or describes changes or exceptions to the Standard Contract Provisions or the Preconstruction NTP may be deemed non-responsive.**

The Construction Manager shall prepare and provide the following initial deliverables:

**2.2.1.1 Baseline Schedule.** Within seven (7) days after the Preconstruction NTP is issued, the Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager is recommending for replacement. The Baseline Schedule must also be submitted in Primavera 6 native format and shall be updated by the Construction Manager, at a minimum, on a bi-weekly basis.

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

**2.2.1.3 Constructability/Sole Source/Long-Lead Time Memorandum.**

Concurrently with the Construction Management Plan, the Construction Manager shall prepare a memorandum identifying key construction concerns related to the Project. Such memorandum shall: (i) assess the constructability issues related to the Project, including site logistics; (ii) identify any items where the design is predicated on a single manufacturer and, if so, identify at least two (2) comparable products; and (iii) identify any long-lead delivery items that could adversely affect the schedule contemplated in this RFP. To the extent any such long-lead items are identified, the memorandum shall make recommendations for addressing such items.

**2.2.1.4. Bidding Procedures.** 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 Construction Manager 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. The Construction Manager shall have at least one "over the shoulder" review session for each major trade package with the Architect. These "over the shoulder" review sessions shall be scheduled at appropriate times for such review.

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

**2.2.1.5 GMP Formation.** Based on any value engineering, scope modifications and approved changes in the Project Budget, the Construction Manager shall prepare and submit to the Department a GMP proposal. The Department's GMP proposal shall represent Construction Manager's offer to Fully Complete the Project. The GMP proposal shall include: (i) a line item construction budget; (ii) a detailed CPM schedule; (iii) a listing of the drawings upon which the GMP is based; (iv) an LSDBE utilization plan; and (v) a workforce utilization plan. In the event that the Department and the Construction Manager are unable to agree upon a GMP or schedule for the Project, the Department shall have the right to terminate the contract and assume any trade subcontracts held by the Construction Manager.

In such an event, the Construction Manager shall only be entitled to Fifty Percent (50%) of the Preconstruction Fee.

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

**2.2.1.6 Deliverables Liquidated Damages.** The Construction Manager acknowledges that the Department is engaging the Construction Manager 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 Construction Manager 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 Construction Manager shall be subject to liquidated damages in an amount of One Thousand Five Hundred Dollars (\$1,500) per day after receiving written notice from either the COTR or the Contracting Officer of failure to submit such deliverables.

**2.2.1.7 Permits.** The Contractor will be responsible for preparing and submitting trade permit applications that are necessary for the construction of the Project. The Construction Manager shall provide assistance and input, if and as requested by the Department, for all such permits through the review process.

The Construction Manager shall update the Department with the status of each permit that is under the Construction Manager's responsibility. The Construction Manager shall engage such permit expeditors as the Construction Manager deems necessary or appropriate in light of the Project's schedule.

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

## **2.2.2 Early Release/Abatement & Demolition**

**2.2.2.1 Abatement & Selective Demolition.** The Department may release the Construction Manager to commence hazardous material abatement and interior demolition, or other early activities, as applicable. It is envisioned that this work may be released in advance of the Construction NTP.

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

## **2.3 Construction Phase**

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

**2.3.1** In order to properly manage the Project, the Construction Manager shall be required to undertake the following tasks:

- Participate and assist in Project/Planning meetings, during all phases and provide a Project Manager for the entire duration of the project.
- Provide and maintain a fully equipped office on-site to perform all required Contractor duties.
- Maintain full-time, on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log.
- Conduct weekly progress meetings following a contractor generated agenda with the Program Manager and all trades.
- Provide general safety and signage and posting for the project and ensure that each subcontractor prepares and submits adequate safety program and

monitoring throughout the project.

- Provide a written monthly report that includes (i) an updated schedule analysis, (ii) an updated cost report, and (iii) a monthly review of cash flow.
- Manage the change order process with the trade subcontractors to verify validity, purpose, and cost.
- Prepare payment requests, verify accuracy and forward for approval and payment.
- Assemble close-out documents required, including and O&M Manual.
- Provide assistance to the Department of Parking and Recreation ("DPR") and DGS through any applicable warranty periods.

**2.3.2** The Construction Manager will be required to undertake the tasks described below.

**2.3.2.1** Take control of the site and install the necessary construction fences and other devices to properly secure the site. It is anticipated that this will occur when the Construction Phase begins. The Construction Manager's storage/laydown area will be limited to the limits of disturbance shown on the approved construction plans.

**2.3.2.2** Abate hazardous materials in the existing facility, if required, in accordance with EPA and all jurisdictional agencies.

**2.3.2.3** The Construction Manager shall be responsible for all interior and exterior demolition, including razing the existing facility, necessary to complete the Project.

**2.3.2.4** The Construction Manager shall be responsible for salvaging and storing all items as identified by the Department.

**2.3.2.5** The Construction Manager shall be responsible for paying all permits and fees associated with the Project, other than the building permit fees.

**2.3.2.6** The Construction Manager shall be responsible for all performance and payment bonds and general liability insurance.

**2.3.2.7** The Construction Manager shall be responsible for removing the balance of construction debris off site in accordance with all applicable rules and

regulations of those jurisdictions having authority.

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

**2.3.4 Compliance with Other Requirements.** In performing the Work, the Construction Manager 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 DPR and the Community), and **Section 2.8** (Quality Control Plan) of this RFP.

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

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

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

**2.3.8 Move-in Assistance.** The Construction Manager shall assist DPR in relocating FF&E and other items, as applicable. The GMP shall include an allowance and Scope of Work for these activities.

**2.3.9 Delay Liquidated Damages.** In addition to the liquidated damages provided for in **Sections 2.13.2** relating to Key Personnel, and **2.2.1.8** relating to deliverables, if the Scope of Work is not substantially complete by the Substantial Completion Date, the Construction Manager shall be subject to liquidated damages in an amount of Two Thousand Dollars (\$2,000) per day. These damages shall not apply if the delay is the result of Force Majeure and the Construction Manager otherwise complies with the provisions set forth in the Standard Contract Provisions.

**2.3.10 Hazardous Materials.** The Construction Manager'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 Construction Manager 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 Construction Manager shall also give those notices at the appropriate times. The Construction Manager shall ensure abatement subcontractors and disposal sites are appropriately licensed and qualified. In addition, the Construction Manager 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 Construction Manager'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.

**2.3.11 Salvage Value.** In general, the salvage value of construction material located in the existing facility shall accrue to the Construction Manager 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 Construction Manager shall provide a safe and efficient site, with controlled access. As part of this obligation, the Construction Manager 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 Construction Manager 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 Construction Manager 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 DPR for their review and approval prior to the commencement of construction. Once the Safety Plan has been approved, the Construction Manager shall comply with the plan at all times during construction. The Construction Manager shall be required to revise the Safety Plan as may be requested by the Department or DPR. The cost of revising and complying with the plan shall not entitle



the Construction Manager to an increase in the GMP. The Construction Manager 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 Construction Manager 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 Construction Manager 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 DPR. The Construction Manager 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 Construction Manager 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 DPR to comment on the Safety Plan and the nature and location of the required fences and barriers shall in no way absolve the Construction Manager from the obligation to maintain a safe site.

**2.5.6** The Construction Manager shall be responsible for the cost of temporary power used during the construction of the Project, including, but not limited to, the cost of installing such temporary wiring as may be required to bring power to the site. The Construction Manager shall also be responsible for the cost of all temporary construction necessary on the site.

## **2.6 Reporting Requirements**

The Construction Manager shall be required to submit the following reports:

**2.6.1 Monthly Report.** The Construction Manager 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 Construction Manager 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 Construction Manager's best projection of the actual date by which Substantial Completion and Final Completion of the Project will be achieved. The Construction Manager 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 Construction Manager shall utilize the Department's Prolog system to submit any and all documentation required to be provided by the Construction Manager, 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 DPR and Community**

**2.7.1 Workhours.** The Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager shall keep the Department informed of the construction activities and their potential impact on the community. The Construction Manager 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 Construction Manager shall provide and maintain a fully equipped construction office for the Project site.

## **2.8 Quality Control Plan**

**2.8.1 General Obligation.** The Construction Manager shall be responsible for all activities necessary to manage, control, and document work to ensure compliance with the Contract Documents. The Construction Manager's responsibility includes ensuring adequate quality control services are provided by the Construction Manager'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 Permit Set is approved, the Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager shall develop a punchlist. Once the punchlist is prepared, the Construction Manager 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

Construction Manager shall correct all punchlist items no later than ninety (90) days after Substantial Completion is achieved.

**2.9.2 Training.** The Construction Manager shall provide training to DPR staff on all of the building systems, as applicable. The Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager and its mechanical subcontractor shall provide support to DPR and the Department during system start-up and in initial operation for the first heating and cooling season after Substantial Completion is achieved.

## **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 Construction Manager 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 Construction Manager under the terms of the Department's written authorization for the Construction Manager to perform any portion of the Work as Self-Performed Work. If an authorization for the Construction Manager 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 Construction Manager, 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 Construction Manager'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) Cost of the Architect/Engineer's contract reimbursed at cost and without markup; provided, however, that such costs shall not exceed the Design Budget set forth in the Offeror's Proposal. Any amounts in excess of the Design Budget shall not be reimbursable as a Cost of Work;
- g) 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 Construction Manager 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 Construction Manager shall pay the costs, without reimbursement;
- h) All bonds to jurisdictional agencies (utilities, storm water management, land disturbance, and grading); and
- i) All performance and payment bonds and general liability insurance. The Department may, in its sole discretion, allow the Construction Manager 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 Construction Manager'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 Construction Manager 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 Construction Manager 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 Construction Manager requires to conduct its general business operations.
- c) Capital expenses and interest on capital employed for the Work.
- d) The cost of home or regional offices, it being understood that compensation for such costs included in the Construction Management Fee and Award Fee.
- e) Sales or use taxes, unless the Construction Manager establishes that applicable law required payment of such taxes.
- f) Costs due to the errors or omissions of the Construction Manager or its subcontractors or suppliers at all tiers, negligent or otherwise.

- g) Costs due to breach of Contract by the Construction Manager 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 Construction Manager or its subcontractors or material suppliers at all tiers.
- h) Any costs incurred in performing work of any kind before Preconstruction NTP, unless specifically authorized by the Department in advance and in writing.
- i) Direct or indirect costs of any kind, except those expressly included in **Section 2.10.1**.

## **2.11 Construction Management Fee & Award Fee Calculations**

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

**2.11.1 Preconstruction Fee.** The Preconstruction fee shall be Contractor's sole compensation for services performed during Preconstruction Phase. In the event a GMP is not agreed upon with the Department by August 30, 2018, Fifty Percent (50%) of the Preconstruction fee shall be waived.

**2.11.2 Base Construction Management Fee.** The Construction Management Fee shall be divided into two categories. Ninety percent (90%) of the Construction Management Fee shall be referred to as the ("Base Construction Management Fee") and the remaining Ten percent (10%) shall be at risk (the "At Risk Portion"). The Base Construction Management Fee shall be paid in monthly progress payments. Each of those amounts shall be paid in equal monthly installments spread over the duration of each such phase. To the extent that the Agreement duration is extended, the then remaining amounts of the Base Construction Management Fee will be re-allocated such that the then existing portion of the Base Construction Management Fee allocated to each phase shall be evenly spread over the then -remaining duration of the phase.

**2.11.3 Maximum Cost of General Conditions.** The Maximum Cost of General Conditions shall be the maximum amount that will be reimbursed by the Department for those costs described in **Section 2.10.2**. The Maximum Cost of General Conditions shall not be increased or decreased as a result of Change Orders or Change Directive unless such changes (i) extend the duration of the Project beyond the time identified in **Section 1.5**; and (ii) the Construction Manager 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 Construction Manager, its subcontractors, materialmen, consultants or anyone making claims thereunder. To the extent the Construction Manager incurs General Conditions costs

in excess of the Maximum Cost of General Conditions, the Construction Manager shall not be entitled to reimbursement for such amounts. In such an event, the Construction Manager shall be required to adequately staff the Project.

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

- a) If the Construction Manager achieves Substantial Completion of the Project as stated in **Section 1.5**, and if the final amount due to the Construction Manager (inclusive of the Preconstruction Fee, the earned portions of the Award Fee, the Base Construction Management Fee and the Cost of General Conditions) is less than One Hundred Three percent (103%) of the GMP as originally established, the Construction Manager shall earn the At Risk Portion. Entitlement to this portion of the Award Fee Pool shall be based on the final outcome of the Project. For the avoidance of doubt, the Construction Manager shall not be entitled to earn such portion of the Award Fee Pool even if the failure to deliver on-time or within the (103%) cost goal was caused by DPR, the Department, the Architect/Engineer, delays resulting from the permitting or zoning process, or an event of Force Majeure.

## **2.12 Excluded Cost Elements**

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

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

## **2.13 Key Personnel; Diversion**

**2.13.1 Identification of Key Personnel.** The following individuals shall be considered key personnel ("Key Personnel"): (i) the Project Executive; (ii) the Field Superintendent; (iii) the Project manager who will supervise both Park and Pool Project;; and (iv) the individual that will manage quality control and interact with the Department's quality control representative. The Construction Manager 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 Construction Manager 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 Construction Manager or any affiliate of the Construction Manager) without the prior written consent of the Department, the Construction Manager 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 Construction Manager in the event that a member of the key personnel has been removed or replaced by the Construction Manager without the consent of the Department.

## **2.14 Deliverable List**

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

### **2.14.1 Preconstruction Phase Deliverables**

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

### **2.14.2 Construction Deliverables**

- a) Hazardous Material Abatement Subcontractor Insurance Certificates.
- b) Hazardous Material Abatement Records.
- c) Construction Document Packages.
- d) Progress Meeting Minutes.
- e) Project Schedule Updates.

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

### **2.14.3 Close-Out Deliverables**

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

### **2.15 Licensing, Accreditation and Registration**

The Construction Manager 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 Construction Manager 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 Construction Manager and its trade subcontractors shall comply with the wage and reporting requirements imposed by that Act.

## **2.18 Time is of the Essence**

Time is of the essence with respect to the Agreement. The Project must be Substantially Complete by the Substantial Completion Date. As such, the Construction Manager 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 (**30 points**)
- b) Key Personnel (**20 points**)
- c) Project Management Plan & Schedule (**30 points**)
- d) Price (**20 points**)
- e) 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 Construction Manager 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 (30 points)**

The Department desires to engage a Construction Manager with the experience necessary to accomplish the objectives set forth in the RFP. This component will be evaluated based on their demonstrated experience in: (i) construction and renovation projects in an urban setting; (ii) construction and/or renovation of pools, pool houses, parks, and playgrounds, and extensive knowledge of such facilities; (iii) knowledge of, and access to, the local subcontracting market; (iv) knowledge of the local regulatory agencies and Code Officials;

and (v) constructing projects on multi-phased / fast track schedules. In evaluating these subfactors, the Department will consider, among other things, the Offeror's track record in delivering projects on-time and on-budget. If the Offeror is a team or Joint Venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or Joint Venture in light of their role in the proposed team or Joint Venture. This element of the evaluation will be worth up to thirty (30) points.

### **3.4.2 Key Personnel (20 points)**

The Department desires that the Construction Manager assign the appropriate number of personnel having the necessary seniority to implement a project of this type. The personnel should have experience working together and each such individual should have the necessary level of experience and education for his or her proposed role. Proposals should identify, at a minimum, (i) the Project Executive; (ii) the Field Superintendent; (iii) the Project manager who will supervise both Park and Pool Project; and (iv) the individual that will manage quality control and interact with the Department's quality control representative. The availability and experience of the key individuals assigned to this Project will be evaluated as part of this element. Offerors should provide a table that identifies the specific staff that will be assigned to this Project. The table should include: (i) the individual's name (if known); (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this Project); and (iv) the time periods during which the individual will be assigned to the Project. This table should include all personnel that will be assigned to the Project. This element of the evaluation will be worth up to twenty (20) points.

### **3.4.5 Project Management Plan & Schedule (30 points)**

Offerors are required to submit with their proposal a management plan ("Management Plan"). The Management Plan should clearly explain how the Construction Manager intends to manage and implement the Project. At a minimum, it should explain (i) how the Construction Manager will manage the preconstruction phase; (ii) how the Construction Manager proposes to staff and handle construction administration phase; (iii) how the Construction Manager will manage constructability reviews and manage value engineering process so that the Project is within budget; and (iv) how the Construction Manager intends to deliver the Project taking into consideration that one sheet must be available for use by patrons at all times.

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

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

#### **3.4.6 Price (20 points)**

Offerors will be required to bid a Preconstruction Fee, a Construction Management Fee and a General Conditions Budget. Offerors will be required to submit with their Proposals the following fee components: (i) a Preconstruction Fee; (ii) a Construction Management Fee; and (iii) a General Conditions Budget. The Construction Management Fee will be a fixed fee and should cover the cost of the Construction Manager's overhead and profit. The cost of general conditions, as defined in the Agreement, shall be reimbursable subject to a cap equal to the General Conditions Budget proposed by the Offeror. Each Offeror will be required to complete and submit with their Proposal a copy of the pricing sheet set forth as **Attachment 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



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

- 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 Construction Manager ("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 10<sup>th</sup> 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 CONSTRUCTION MANAGEMENT AT-RISK SERVICES, HEARST PARK AND POOL – DCAM-18-CS-0055."**

### **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 14<sup>th</sup> Street, NW, 8<sup>th</sup> 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 **May 4, 2018**. 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 Construction Manager 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 Construction Manager's engagement and point during the design process at which builder was engaged (e.g., schematic design 50% complete; schematic design 100% complete, etc.).
  7. The initial substantial completion date and initial contract value, also noting the contract type (i.e., GMP, NTE or Lump Sum).
  8. The level of completion of design documents that the initial contract value was based on.
  9. The actual substantial completion date and the final contract value.
- b) The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms **Attachment K**, are completed and submitted on behalf of the Offeror directly to the Department's POC stated in **Section 1.7** by the due date for Proposals as specified in **Section 5.3**.
- c) If the Offeror is a team or Joint Venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or Joint Venture in light of their role in the proposed team or Joint Venture.

### **5.4.4 Project Management Plan**

The Project Management Plan should contain the information requested in **Section 3.4.4** 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 Construction Manager 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 Construction Manager) 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 Construction Manager, 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 **April 13, 2018 at 1:30 P.M.** The conference will be held at the Department of General Services, 1250 U Street N.W., 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 for Information should be directed to the Department's POC at the address listed in **Section 1.7** no later than the close of business on **April 19, 2018**. 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. **Further, should Offeror propose revisions to the Contract Documents, all such revisions must be clearly identified in the Offeror's Proposal. Offeror must identify the proposed changes by referencing the specific language in the Contract Documents that the Offeror would like to change. As an example, statements to the effect that "*Offeror is requesting changes in line with those incorporated in a previous DGS contract*" are not acceptable.**

**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 - AGREEMENT**

### **7.0 Contract Documents**

The 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 Agreement and Standard Contract Provisions when submitting their Proposals. To the extent there are any ambiguities or inconsistencies between this RFP, the Standard Contract Provisions and Agreement shall have precedence. Offerors are advised that they are required to submit their Proposals premised upon agreeing to the terms of the Standard Contract Provisions and entering into a Letter Contract, and subsequently, the Agreement. **A proposal that identifies or describes changes or exceptions to the Standard Contract Provisions, the Agreement, or the Letter Contract, as defined in Section 2.2.1 of this RFP, may be deemed non-responsive.**

## **PART 8 - INSURANCE REQUIREMENTS**

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

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

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

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

1. Commercial General Liability Insurance (“CGL”) - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.



4. Environmental Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of pollution legal liability insurance covering losses caused by pollution conditions that arise from the ongoing or completed operations of the Contractor. Completed operations coverage shall remain in effect for at least ten (10) years after completion of the work. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), cleanup costs, liability and cleanup costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). There shall be neither an exclusion nor a sublimit for mold-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution legal liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous coverage will be maintained or an extended reporting period will be exercised for at least ten (10) years after completion. The Contractor also must furnish to the Owner certificates of insurance evidencing pollution legal liability insurance maintained by the transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.
5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
6. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and

molestation endorsement for the required amounts. So called “silent” coverage under a commercial general liability or professional liability policy will not be acceptable.

7. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
8. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor’s umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

**B. PRIMARY AND NONCONTRIBUTORY INSURANCE**

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

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

- D. LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR’S LIABILITY UNDER THIS CONTRACT.**

- E. **CONTRACTOR’S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- G. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- H. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia**

**And mailed to the attention of:  
Franklin Austin, CPPB, CPM/Contracting & Procurement Division  
1250 U Street, NW | 3<sup>rd</sup> Floor  
Washington, DC 20009  
Desk: 202-727-7128  
[Franklin.Austin5@dc.gov](mailto:Franklin.Austin5@dc.gov)**

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents

a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

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

## **PART 9 - BONDS REQUIREMENTS**

### **9.0 Bid Bond**

Offerors are required to submit with their Proposals a bid bond in the amount of five percent (5%) of total bidding budget, in the form included as **Attachment F**. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties. Alternatively, Offerors may submit a cashier's check in lieu of a bid bond. However, in the event an Offeror who is awarded the Agreement fails to post a payment and performance bond for the full value of the Agreement, the Offeror shall thereby forfeit the full amount of the cashier's check, and the Department shall collect such funds 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 Construction Manager 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
DPR	Department of Parks and Recreations
CBE	A Certified Business Enterprise
SBE	Small Business Enterprises

**PART 11 - ATTACHMENTS**

**Attachment A - Scope of Work and Hearst Concept Design Book**

**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 - 2018 Living Wage Act**



**Attachment K - Past Performance Evaluation Form**

**Attachment L - Agreement- will be issued via Addendum**

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

**Attachment N - Bid Guarantee Certification**

**Attachment O - Conflict Of Interest Disclosure Statement**

**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

Offeror's Name: \_\_\_\_\_ ("Offeror(s)")

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

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

**Required Disclosure of Conflicts**

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

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

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**Certification**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_, 20\_\_  
Date

**Attachment P**

Release of Lien Forms