

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES



**REQUEST FOR PROPOSALS**

**Solicitation Number: DCAM-23-CS-RFP-0030**

**CONSTRUCTION MANAGEMENT AT-RISK SERVICES  
FOR  
CONSTRUCTION OF A NEW DC ARCHIVES BUILDING IN VAN NESS CAMPUS OF  
UNIVERSITY OF DISTRICT OF COLUMBIA**

**Solicitation Issue Date: September 7, 2023**

**Pre-Proposal Conference: September 12, 2023 at 02:00 P.M.  
4200 Connecticut Avenue NW  
Washington, DC 20008  
See Section 6.1**

**Site Visit: September 12, 2023, From 02:00PM to 03:00PM  
4200 Connecticut Avenue NW  
Washington, DC 20008  
See Section 6.2**

**Last Day for Questions: September 19, 2023 by 2:00 P.M.**

**Proposals Due Date: October 06, 2023 by 2:00 P.M.**

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## **PART 1 - PROJECT INTRODUCTION AND INSTRUCTIONS FOR OFFERORS**

### **1.0 Procurement Overview**

The District of Columbia (“District”) Department of General Services (the “Department” or “DGS”), on behalf of the Office of the Secretary of the District of Columbia, is issuing this Request for Proposals (“RFP”) to engage a contractor to serve as the Construction Manager at Risk (the “CMAR” or the “Contractor”) for Construction of a New DC Archives Building in the Van Ness Campus of the University of the District of Columbia (“UDC”) (the "Project") located at 4200 Connecticut Avenue NW, Washington, DC 20008.

### **1.1 Project Overview**

The purpose of this RFP is to obtain proposals and determine which offeror (“Offeror(s)”) will be awarded the construction management at risk contract (“Form of Agreement” or “Form of Contract”) for the Project which will include all associated pre-construction, construction, and close-out phase services. Accurate budgeting, aggressive value engineering, open book Guaranteed Maximum Price (“GMP”) development, site coordination, scheduling, logistical planning, local/small/disadvantaged business involvement, and quality control will be important components of the services.

The Office of Public Records (“OPR”) is a division under the District of Columbia’s Office of the Secretary. OPR currently operates an Archives and Records Center facility at Naylor Court. This facility is supplemented by National Archives and Records Administration (NARA) facilities to store OPR’s holdings and large quantities of records are stored at various agency sites throughout the City. The Naylor Court facility has reached its storage capacity and its physical and mechanical deficiencies make it inadequate for the long-term preservation of the city’s archival records.

DGS engaged Hartman-Cox Architects (the “A/E” or “Architect”) to design a new facility for the DC Archives at the UDC campus on the site where UDC Building #41 currently stands. Key Project goals include:

- Preserve the history of the District of Columbia.
- Create a state-of-the-art archival facility.
- Provide mission-critical services to all DC agencies including records management, education, and resource sharing.
- Optimize facility and space for centralized collections storage, records processing, digitization.
- Public access, exhibits, and offices.
- Maintain a cost-effective, secure, and environmentally controlled archival and records center storage facility.
- Optimize temperature and humidity performance and control; eliminate air-infiltration issues.
- Achieve LEED Gold Certification.

The Program of Requirements (**Attachment A1**) contains detailed space descriptions and graphic representation of the required program areas that serve as the basis for developing the building design.

Preliminary square footages based on best practices, knowledge of similar archival facilities, and review of peer institutions were reviewed with OPR and have been updated to reflect input from the DC Secretary and the OPR's current Administrator/DC State Archivist. The programming report expands on the composition, function, and characteristics of these spaces.

Following the programming phase, the A/E completed the Concept Design phase and the schematic design.

Refer to the DC Archives Schematic Design Drawings (**Attachment A2**) and Concept Design-Appendices (**Attachment A3**) for more information.

## **1.2 Project Budget and Funding Limitations**

Offerors are to base their Proposals on the District's funding limitation for the Project. The Department has an approved all-inclusive construction budget of \$85 million for this Project. The budget includes all fees and allowances necessary to perform pre-construction, construction and close-out activities to provide a complete, fully functioning and secure building and surrounding exterior area upon turn-over to the District. Permit costs, 3rd party inspection fees, and other regulatory fees beyond the initial building permit carried by the A/E which are required to progress the construction, including the wall check fees and certificate of occupancy, are to be carried within the all-inclusive construction budget number. It is part of the CMAR's scope to work with the A/E to stay within the funding limitations.

As part of the GMP proposal process, the CMAR will provide a separate proposal for the move scope described further in this RFP. This will be evaluated based on technical aspects, experience and cost. The cost for the move scope will be part of the all-inclusive construction budget of \$85 million mentioned above.

## **1.3 Compensation**

As is more fully described in the resulting contract ("Contract" or "Agreement") between the Department and the selected Contractor, this RFP will result in the award of a cost plus a fixed fee with a GMP type contract. The Form of Contract ("Form of Contract") is included as **Attachment L**. Offerors are not required to submit trade costs nor a proposed GMP with their Proposals. Those costs will be developed later in the project in accordance with the procedures set forth in **Part 2** of this RFP.

## **1.4 Substantial Completion Date**

The entire Project shall be substantially completed by July 6, **2026** (the "Substantial Completion Date").

## 1.5 Project Delivery Method

The Department intends to implement the Project through a construction manager at risk approach. The scope of work for the Project (“Scope of Work”) will span the Design Development, Preconstruction, Construction and Close-out phases of the Project, including a multi-phased move of collections.

The intent of this Project is to provide a new research and archival storage facility for the DC Archives on the UDC campus by replacing the existing Building 41 on the campus. It is strongly recommended that the Offerors review the provided attachments to understand the scope and attend the pre-proposal meeting before submitting proposals. A pre-proposal meeting will be held on site of the new Archives building on UDC campus, and if required, at the Naylor Court facility to give an idea of the archival facility from where material will be moved to the new building.

The overall scope of the Project includes, but is not limited to:

1. Demolishing the existing UDC Building 41, including a portion of the grade level slab of the parking garage and its supporting structure.
2. Restoring and strengthening the parking garage under building 41.
3. Modifying the existing and constructing new structural elements at the parking garage to meet new requirements.
4. Constructing the new DC Archives building and all the interior spaces as described in the Schematic Drawing set.
5. Evaluating the design for sufficiency, and meeting the requirements, standards, and all cost saving and value engineering options.
6. Meeting the UDC Campus requirements as described in the exhibits.
7. Meeting all the rules and regulations enforceable by the District of Columbia agencies having jurisdiction.
8. Meeting the requirements of the Archival facility as referenced in the Program of requirements (Attachment A1) and the Schematic Design document (**Attachment A2**).
9. Moving the Permanent and designated Temporary records from the Naylor Court Facility, NARA’s Suitland Federal Records Center (FRC), and other NARA FRC sites holding DC Archives records to meet the opening day storage requirements. See Program of Requirements, **Attachment A1**, Tables 3.8 and 3.9. Other records currently housed in DC agency facilities will not be part of this move.
10. Performing the site work and installing the landscaping surrounding the building.
11. Implementing all safety measures required prior to and during construction per industry standards and environmental regulations. E.g.: Hazardous Material Abatement, removal of any contaminated soil, surveying the site for any obstructions, etc.
12. Preparing a Construction Management plan which includes a construction logistics plan for approval by the Department and UDC.
13. Implementing the construction logistics per the approved Construction Management plan including coordination with UDC personnel to minimize the impact to daily UDC operations.
14. Upload all the Project-related documentation to ProjectTeam.

## **Design Development and Preconstruction Phase**

After the Notice to Proceed is issued, the CMAR shall schedule and attend regular meetings with the Department Representatives and the A/E as needed to conduct value engineering, constructability reviews and provide scheduling and cost analysis to assist the A/E in furthering the drawings.

The CMAR is to assist the A/E to ensure that the design evolves in a manner consistent with the programmatic requirements while not exceeding the overall hard cost Project Budget of \$85 million. The CMAR will also be required to assist with code compliance and permitting issues.

The CMAR will be required to attend a kick-off meeting and maintain meeting minutes.

The CMAR will be required to perform site visits and attend/facilitate meetings with District staff as necessary; meet and coordinate with regulatory, reviewing, and stakeholder agencies as necessary; meet and coordinate with all applicable utility companies and agencies as required; attend and participate in community meeting(s) to update community regarding the Project; and act as scribe and distribute minutes as necessary for all coordination meetings.

The following deliverables will be required from the CMAR as part of the pre-construction phase:

1. Construction Management Plan including the Site Logistics Plan.
2. Baseline Schedule
3. Weekly Report
4. Weekly Schedule Update
5. Value Engineering Analysis
6. Subcontractor Bidding Procedures
7. Bid Tabs
8. GMP Proposal

## **Construction Phase**

The construction phase deliverables, in addition to the DGS standard contracting protocols, include, but are not limited to:

1. Supervision and Coordination
  - a) Participate and assist in Project/Planning meetings;
  - b) Maintain full-time on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log. It would be required that all records be submitted in ProjectTeam on a weekly basis.
  - c) Provide and maintain a fully equipped office on-site to perform all required CMAR duties.
  - d) Conduct weekly progress meetings following a contractor generated agenda with the Program Manager and all trades;

- e) Provide general safety and signage and posting for the project and see that each subcontractor prepares and submits adequate safety program and monitoring throughout the project.
  - f) 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.
  - g) Prepare payment requests, verify accuracy and forward to Department for approval and payment.
  - h) Manage the change order process with the trade subcontractors, A/E, and OPR to verify validity, purpose, and cost.
  - i) Assemble close-out documents required; and provide assistance to the Department and end users through all applicable warranty periods.
2. Mobilization
- a) Take control of the site and install the necessary construction fences and other devices to properly secure the site.
  - b) Abate any additional hazardous materials in the existing facility, in accordance with EPA and all agencies having jurisdiction.
  - c) The CMAR shall be responsible for all interior and exterior demolition necessary to complete the Project.
  - d) The CMAR shall be responsible for paying all permits and fees associated with the abatement, demolition, utilities abandonment, and utility relocation.
  - e) The CMAR shall be responsible for all performance and payment bonds and general liability insurance.
  - f) The CMAR shall be responsible for removing the balance of construction debris off site.
  - g) The CMAR shall be responsible for preparing the archival facility for turnover. Please refer to the Turnover Protocol (**Attachment X**).

### **Archival Material Move**

The CMAR will be required to move records and associated materials from some of the existing Archival and Records Center storage facilities to the new DC Archives building on the UDC campus. The CMAR will engage a subcontracted firm (“Move Subcontractor”) with experience moving similar archival materials. The Move Subcontractor will have to provide references and examples of past Archival move projects as part of prequalification. The selection of the Move Subcontractor will ultimately be at OPR’s discretion. Upon award, a plan of execution will be required to be submitted for review and evaluation of the means and methods to determine if they are acceptable for an Archival move project.

The responsibilities for the Move Subcontractor (including relocation project management and moving services) include assessing, overseeing, providing quality control, packing, palletizing, carting, and appropriately moving State Archives collections in a variety of formats to a new location, including, designated equipment, archival furnishings, and all associated materials as identified by OPR. The Move Subcontractor must be capable of moving all materials from the current location at Naylor Court and records from NARA’s Suitland Federal Records Center and other NARA FRC sites to the new DC Archives Building.

The vast majority of records to be moved for the Project is envisioned to be textual records stored in either archives flip type document boxes (Hollinger-type boxes) or cubic foot FRC boxes. Packing will be required only for the books and historic volumes, rolled architectural drawings, artifacts, art, and irregularly shaped or oversized material, not currently housed in archives boxes, or in shrink wrapping.

### **Specific Activities / Tasks for Archival Move**

- The CMAR and its Move Subcontractor shall attend a pre-project meeting to review the scope of work.
- The CMAR and its Move Subcontractor shall develop a project management plan. The comprehensive plan shall include an assessment of the project, chart of roles and responsibilities of project personnel, and schedule and sequencing for the relocation of records and personnel.
- The CMAR and its Move Subcontractor shall work with OPR to establish a floor plan for each new archival or records center room that outlines the specific shelving locations for discrete collections and artifacts at the new facility. This plan is to ensure that all records and other items are accounted for in the move and that all archival and records center items have designated locations that can be tracked with a barcode system.
- The CMAR and its Move Subcontractor shall work with OPR to determine operational interruptions for researchers and public programs.
- The CMAR and its Move Subcontractor will be responsible for quality control to ensure that each box, artifact and item are successfully moved and set in their new location in the new facility as outlined in the project plan and assessment.
- At a minimum, the CMAR and its Move Subcontractor agrees to take specific measures to guarantee that no historic materials are misplaced, lost, or damaged in transit. The CMAR and its Move Subcontractor's scope shall include:
  - Link archival and record center boxes to room, shelving row, shelving unit and specific shelf, via physical barcode; barcode system and software fields to be coordinated with OPR. Note that DC records stored in NARA's FRC are barcoded for specific NARA designated fields.
  - Move discrete collections in sections in the order in which they are to be shelved; sequential boxed collections must be shelved in order as indicated on the location plan.
  - Submit progress reports on each collection relocated;
  - Sign-out logs for each collection section prior to move and following re-shelving at new facility.
- The CMAR and its Move Subcontractor shall adhere to industry standards for the relocation of collections and protective measures taken to preserve records in transit, including protecting them from heat, humidity, climate conditions such as rain and snow, pests, and physical danger.
- The CMAR and its Move Subcontractor shall dry wipe all boxes before moving them into collections storage room. Microfiber cloths are recommended. This is usually done in the new facility's Loading dock/Receiving area.
- The CMAR and its Move Subcontractor shall provide mats outside of rooms to collect dirt from the wheels of moving carts and the movers' shoes.



- The vendor must work with OPR to guarantee the security of irreplaceable collections.
- The CMAR and its Move Subcontractor must have liability insurance coverage and/or be bonded to the standards set by Department of General Services
- The CMAR and its Move Subcontractor will be responsible for the relocation of archival and records center materials.
- The CMAR and its Move Subcontractor will be responsible for the dismantling, relocation, and set up of archival equipment including computer hardware and other electronic equipment and any designated furniture that is moved from Naylor Court.

During the Preconstruction Phase, the selected Contractor will be required to work with the A/E to develop a schedule, budget and design that accomplishes the Department's goals and objectives. The Contractor 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. When the GMP Bid Set (100% Design Development documents) is complete, the Contractor will provide a GMP based on the approved set of documents. The process by which the GMP will be formed is more fully described in the Form of Contract.

The Project needs to be completed and available for occupancy no later than the Substantial Completion Date noted in **Section 1.4** above. The Department seeks a CMAR partner that develops a Preconstruction approach to meet or better the dates established in **Section 1.4**.

The Department contemplates that construction will begin in early Summer of 2024. Abatement, razing, selective demolition, tree protection, remediation work, site enablement, and other long lead items may be released earlier, if necessary.

## **1.6 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:

Contracting Officer ("CO"): The CO for this RFP is:

Obaidullah Ranjabr  
Contracting Officer  
Department of General Services  
Contracts and Procurement Division  
3924 Minnesota Ave, NE | 5<sup>th</sup> Floor  
Washington, DC 20019  
[obaidullah.ranjabr@dc.gov](mailto:obaidullah.ranjabr@dc.gov)

The Department disclaims the accuracy of information derived from any source other than the Department's POC, and the use of any such information is at the sole risk of the Offeror. All communications and requests for information shall be submitted in writing by the Offeror's point

of contact identified in the Proposal. Written communications to the Department from Offerors shall specifically reference the correspondence as being associated with **DCAM-23-CS-RFP-0030**.

**Only a duly authorized Contracting Officer shall have the authority to direct the Contractor to start the Project or to issue change orders, contract modifications, or change directives on the Department’s behalf. The Program Manager shall not have the authority to modify any of the rights and obligations of the Department or the Contractor pursuant to the proposed Task Order, or to issue change orders, contract modifications, or change directives.**

Program Manager: The Program Manager for this RFP is:

Mohamed Jalloh  
Executive Program Manager – Government Centers/TI Program  
Department of General Services  
3924 Minnesota Ave NE, 5th Floor  
Washington, DC 20019  
Email: [mohamed.jalloh1@dc.gov](mailto:mohamed.jalloh1@dc.gov)

Contracting Officer’s Technical Representative (“COTR”) and Project Manager (“PM”): The COTR and PM for this RFP is:

Solomon Ikotun  
Project Manager  
Department of General Services  
3924 Minnesota Ave NE, 5th Floor  
Washington, DC 20019  
Email: [solomon.ikotun@dc.gov](mailto:solomon.ikotun@dc.gov)

## **1.7 Contractor Designated Point of Contact**

All Offerors responding to this RFP shall provide the name, address, phone number, and email address of its designated point of contact to the Department’s POC as part of its proposal, as noted in **Part 1, Section 1.6**. 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**

### **1.8.1 Procurement Schedule**

The Department anticipates conducting the procurement of the Project in accordance with the Procurement Schedule. The Procurement Schedule is subject to revision and the Department reserves the right to modify this schedule as it finds necessary, in its sole discretion.

- Issue RFP: September 7, 2023
- Pre-Proposal Conference and Site Visit: September 12, 2023 at 2:00 P.M.
- Questions deadline: September 19, 2023 by 2:00 P.M.
- Proposals due date: October 6, 2023 at 2:00 P.M.
- Notice to Award: on or about November 10, 2023 (projected)
- Notice to Proceed & Letter Contract: on or about November 10, 2023 (projected)

### 1.8.2 Project Schedule

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

**1.8.2.1** Substantial Completion Date shall be no later than the date set forth in **Section 1.4**; and

**1.8.2.2** If an Offeror proposes a Substantial Completion Date earlier than that shown in **Part 1, Section 1.4**, 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.

<b>Project Schedule</b>	
Submit Baseline Schedule	7 days after NTP
GMP Bid Set Complete (100% DDs)	December 8, 2023
GMP Proposal Due	February 2, 2024
Final GMP	April 26, 2024
Council Approval of GMP	Early July, 2024
Project Substantial Completion Date	July 6, 2026

### 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 (“LSDBE”) participate in this Project as fully described in **Part 4** of this RFP.

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

#### 1.11 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 deemed appropriate, in its sole discretion, may modify the RFP Documents through addenda. Offerors shall base their Proposals on the terms and conditions of the RFP Documents included in all addenda issued.

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

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

If awarded the Agreement, the Contractor 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**

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 1.2** and **Section 1.4** of this RFP.

The Project will be located at the existing University of the District of Columbia’s (UDC) Van Ness campus at 4200 Connecticut Avenue NW, Washington DC, 20008.

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

- a) To confirm the construction of the Project in accordance with the Contract Documents (“Contract Documents”).
- b) To provide all construction management services necessary to implement the goals of the Project inclusive of, but not limited to, the following: construction management services inclusive of budgeting, value engineering (“Value Engineering”), scheduling, project administration, management and coordination of subcontractors.
- c) To conduct subsurface investigation work if and as required for the Project.
- d) To furnish and provide all materials, management, personnel, equipment, hazardous material abatement, supervision, labor and other services necessary to complete the Project.
- e) To furnish and provide Furniture, Fixtures, and Equipment (“FF&E”). FF&E procurement schedule to be developed by the Contractor subject to the Office of the Secretary, the Department’s specification, agreement and acceptance.
- f) To provide one (1) year of preventative and corrective maintenance services following substantial completion and using as a basis the recommended maintenance schedule developed to meet Project closeout requirements.

### **2.1 Contractor’s Duties; General Intent**

The selected Contractor will be required to work with the A/E, Department, the Office of the Secretary, and other applicable regulatory agencies to advance the design for the Project and to construct the approved design no later than the Substantial Completion Date. The Contractor 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 Contractor will be required to provide a Project ready for occupancy and shall be responsible for all items of cost except for those items set forth in **Part 2, Section 2.12** of this RFP.

## 2.2 Preconstruction Phase

### 2.2.1 Initial Deliverables

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

The Contractor shall prepare and provide the following initial deliverables:

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

**2.2.1.2 Construction Management Plan.** The Contractor 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 Contractor 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. Subcontractor Bidding Procedures.** Proposal 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 Contractor shall also require subcontractors to provide an estimate of the percentage of labor hours performed in completing the subcontracted work that will be performed by District residents. A copy of this deliverable shall be provided to both the Project Manager and the Contracting Officer. The Construction Manager shall have at least one "over the shoulder" review session for each major trade package with the Architect. These "over the shoulder" review sessions shall be scheduled such review prior to trade bidding.

**2.2.1.5. Value Engineering & Scope Assessment.** Based on the trade bids the Contractor 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 Contractor shall meet with the Department's representatives to discuss any Value Engineering and changes in scope required to bring the project costs within the Project Budget.

**2.2.1.6. GMP Formation.** Based on any value engineering, scope modifications and approved changes in the Project Budget, the Contractor shall prepare and submit to the Department a GMP proposal. The Department's GMP proposal shall represent Contractor'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; and (iv) an LSDBE utilization plan. In the event that the Department and the Contractor 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 Contractor. The GMP shall be subject to review and approval by the Council for the District of Columbia in the event it exceeds the previously approved Contract value by more than \$1 million. In such event, the GMP shall not be effective until so approved.

**2.2.1.7 Additional Preconstruction Services.** In addition to those items enumerated above, the Contractor shall provide such preconstruction services as are necessary to properly advance the Project. These services shall include, but are not limited to, scheduling, estimating, shop-drawings, the ordering of long-lead materials, condition assessments, conservator studies, archeological studies, recommended testing, additional geotechnical testing and monitoring of historic assets. The Contractor shall prepare and submit to the Department a full cost estimate of the current design no later than fourteen (14) days from execution of the Preconstruction NTP.

**2.2.1.8 Disincentive Fee for Failure to Timely Submit Deliverables.** The Contractor acknowledges that the Department is engaging the Contractor 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 Contractor 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) on a timely basis, the Contractor shall be subject to a disincentive fee in an amount of Five Thousand Dollars (\$5,000) per day after receiving written notice from either the COTR or the Contracting Officer of failure to submit such deliverables.

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

For permits previously submitted by the Department or the A/E, the Contractor shall provide assistance and input, if and as requested by the Department, for all such permits through the review process.

**2.2.1.10 Self-Performed Work.** The Contractor 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, Protection, Razing, & Demolition**

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

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



## **2.3 Construction Phase**

Based on the permitted and approved plans and specifications, the Contractor shall construct the Project. During the Construction Phase, the Contractor 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 Contractor 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 Contractor shall be required to undertake at minimum the following tasks:

- a. Participate and assist in Project/Planning meetings, during all phases and provide a Project Manager for the entire duration of the Project.
- b. Provide and maintain a fully equipped office on-site to perform all required Contractor duties.
- c. Participate and assist in A/E led community meetings as support throughout the design phases of the Project.
- d. Maintain full-time, on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log.
- e. Conduct weekly progress meetings following a Contractor generated agenda and meeting minutes with the Project Manager and all trades.
- f. 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.
- g. Provide a written monthly report that includes (i) an updated schedule analysis, (ii) an updated cost report, (iii) a monthly review of cash flow, and (iv) a narrative of the work performed.
- h. Manage the change order process with the trade subcontractors to verify validity, purpose, and cost.
- i. Prepare payment requests, verify accuracy and forward for approval and payment.
- j. Assemble close-out documents required, including and O&M Manual.
- k. Provide assistance to DGS through any applicable warranty periods.
- l. 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 Contractor's storage/laydown area will be limited to the limits of disturbance shown on the approved construction plans. Additionally, the Contractor is responsible for safety of

- equipment on site and must follow guidelines spelled out in **Section 2.5.2**.
- m. Abate hazardous materials, if required, in accordance with Environmental Protection Agency (“EPA”) and all jurisdictional agencies.
  - n. Salvage and store all items as identified by the Department.
  - o. Pay all permits and fees associated with the Project, other than the building permit fees.
  - p. Provide all required insurance and performance and payment bonds before issuing the notice to proceed.
  - q. Remove the balance of construction debris off site in accordance with all applicable rules and regulations of those jurisdictions having authority.

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

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

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

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

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

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

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

**2.3.10 Hazardous Materials.** The Contractor'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 Contractor 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 Contractor shall also give those notices at the appropriate times. The Contractor shall ensure abatement subcontractors and disposal sites are appropriately licensed and qualified. In addition, the Contractor 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 ten (10) 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 ten (10) years after Substantial Completion of the Project. The Contractor's obligations under this **Section 2.3.10** shall include signing (as the agent for the Department) any manifests required for the disposal of hazardous materials.

**2.3.11 Salvaged and Stored Items.** The Contractor shall be responsible for salvaging and storing all items as identified by the Department, and to the benefit of the Department, in accordance with all applicable District laws and regulations, after notifying the Department and receiving the Department's permission to proceed.

## **2.4 Intentionally Omitted.**

## **2.5 Site Safety**

**2.5.1 General Responsibility.** The Contractor shall provide a safe and efficient site, with controlled access. As part of this obligation, the Contractor 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 Contractor 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 Contractor shall describe the proposed separation and the specific nature of the safety measures to be taken including fences and barriers that will be used and the site security details. This Safety Plan will be submitted to the District for their review and approval prior to the commencement of construction. Once the Safety Plan has been approved, the Contractor shall comply with the plan at all times during construction. The Contractor shall be required to revise the Safety Plan as may be requested by the Department or the Office of the Secretary. The cost of revising and complying with the plan shall not entitle the Contractor to an increase in the GMP. The Contractor 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 Contractor 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 Contractor shall install such fences and barriers as may be necessary to separate the construction areas of the site from the public. The Contractor 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 Contractor shall be responsible for site security and shall be required to provide necessary measures to protect the site from unwanted intrusion, including but not limited to soliciting the services of the District's Protective Services Division (PSD) to provide additional security of the site if necessary.

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

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

**2.5.7 Site Cleanliness.** During the Agreement performance and/or as directed by the Department, as the installation is completed, the Contractor shall ensure that the site is clear of all extraneous materials, rubbish, or debris.

## **2.6 Reporting Requirements**

The Contractor shall be required to submit the following reports:

**2.6.1 Monthly Report.** The Contractor 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 Contractor 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 2.2.1.1** of this RFP. The update shall reflect the actual progress of the Project, identify developing or potential delays, regardless of their cause, and reflect the Contractor's best projection of the actual date by which Substantial Completion and Final Completion of the Project will be achieved. The Contractor 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.

**2.6.2.1 Two Week Look Ahead Schedule.** Upon commencement of initial construction activities, the Contractor shall provide on a weekly basis a Two Week Look Ahead Schedule. The Two Week Look Ahead Schedule shall be a sufficient detail to allow the Department to fully understand the anticipated to be on going and complete.

**2.6.3 Use of ProjectTeam.** The Contractor shall utilize the Department's ProjectTeam system to submit any and all documentation required to be provided by the Contractor for the Project, including or other web-based document management system to submit any and all documentation required to be provided by the Contractor, 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) punch list; and (viii) other documents as may be designated by the Department.

**2.6.4 Invoice Submittal.** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>. The Contractor shall submit proper invoices on a monthly basis. To constitute the required documentation for the invoice per Article 8 of the Standard Contract Provisions, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

## **2.7 Workhours; Coordination with all parties and Community**

**2.7.1 Workhours.** The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall keep the Department informed of the construction activities and their potential impact on the community. The Contractor shall submit the plan to the Department prior to its implementation and such plan shall be subject to the Department's review and approval.

## **2.8 Quality Control Plan**

**2.8.1 General Obligation.** The Contractor shall be responsible for all activities necessary to manage, control, and document work to ensure compliance with the Contract Documents

as outlined in **Part 7**. The Contractor's responsibility includes ensuring adequate quality control services are provided by the Contractor's employees and its subcontractors at all levels. The Work activities shall include safety, submittal management, document reviews, reporting, and all other functions related to quality construction.

**2.8.2 Quality Control Plan.** The Contractor 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 Contractor 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 Contractor 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 Contractor to revise the Quality Control Plan in accordance with the Agreement.

## **2.9 Project Close-out**

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

**2.9.2 Training.** The Contractor shall provide training to Office of the Secretary and the Department staff on all of the building systems, as applicable. The Contractor 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 Contractor 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 Contractor shall prepare and submit: (i) a complete set of its Project files; (ii) a set of record drawings; and (iii) any additional documentation required by the Turnover Protocol Document listed in **Attachment Q**.

**2.9.4 Eleven Month Walk.** The Contractor 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 Contractor 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 Contractor and its mechanical subcontractor shall provide support to the Office of the Secretary and the Department during system start-up and in initial operation for the first heating and cooling season after Substantial Completion is achieved, if required.

## **2.10 Costs and Fees**

### **2.10.1 Reimbursable Costs**

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

- a) Payments made by the Contractor to subcontractors and suppliers, but only in accordance with the Subcontracts and Supply Agreements;
- b) All amounts due to the Contractor under the terms of the Department's written authorization for the Contractor to perform any portion of the Work as Self-Performed Work. If an authorization for the Contractor 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 Contractor, 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 Contractor'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.

- c) 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;
- d) Fees for obtaining all required approvals or permits associated with the abatement, demolition, utilities abandonment, and utility relocation, and all trade permit fees.
- e) 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 Contractor 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 Contractor shall pay the costs, without reimbursement;
- f) All bonds to jurisdictional agencies (utilities, storm water management, land disturbance, and grading); and
- g) All performance and payment bonds and general liability insurance. The Department may, in its sole discretion, allow the Contractor 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 Contractor shall propose a lump sum amount for the cost of General Conditions, and this lump sum amount shall be the extent of what the Contractor is entitled to recover for the cost of General Conditions (such cost, the "Lump Sum General Conditions Cost"). The Lump Sum General Conditions Cost 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 Contractor can demonstrate to the satisfaction of the Department that such additional General Conditions costs are necessary and not due to any fault of the Contractor, its subcontractors, materialmen, consultants or anyone making claims thereunder. To the extent the CMAR incurs General Conditions Costs in excess of the Lump Sum General Conditions Cost, the CMAR shall not be entitled to reimbursement for such amounts unless the Department authorizes, by written Contract Modification, an increase to the Lump Sum General Conditions Cost. Nonetheless, in such an event, if the CMAR exceeds the Lump Sum General Conditions Cost, the CMAR shall continue to be required to adequately staff the Project and provide all Construction Services. General Conditions may include, but are not limited to:

- a) Cost of construction staff;
- 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, including, but not limited to, permit expeditors, safety managers, and schedulers;
- f) Job vehicles;



- g) The field office(s) for the CMAR and Department, including, but not limited to: (i) trailer purchase and/or rental; (ii) field office installation, relocation and removal; (iii) utility connections and charges during the Construction Phase; (iv) furniture; (v) office supplies;
- h) Office equipment including, but not limited to: (i) computer hardware and software; (ii) fax machines; (iii) copying machines; (iv) voice/data system installation and use charges; (v) job radios;
- i) Local delivery and overnight delivery costs;
- j) Field computer network;
- k) First aid facility;
- l) Printing cost for drawings, bid packages, etc.;
- m) BIM Cost (software, seats, hardware);
- n) Parking costs for the construction staff;
- o) Salting sidewalks and shoveling snow on sidewalks that surround the site; and
- p) Exterior site fencing, fence wrapping and construction signage.

### **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 (b) (1)**.
- b) Fees for any permits or licenses the Contractor 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 Contractor establishes that applicable law required payment of such taxes.
- f) Costs due to the errors or omissions of the Contractor or its subcontractors or suppliers at all tiers, negligent or otherwise.
- g) Costs due to breach of Contract by the Contractor 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 Contractor 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 Contractor's compensation shall consist of (i) the Preconstruction Fee; and (ii) Construction Management Fee bid by selected Offeror. In addition, the Contractor shall be entitled to recover the Lump Sum General Conditions Cost as is defined in **Section 2.10.2**.

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

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

**2.11.3 Award Fee Determination.** The Contractor shall be entitled to the At-Risk Portion as follows:

- a) If the GMP is agreed upon by the Contractor and the Department on or before (April 26, 2024), the Contractor shall earn twenty five percent (25%) of the At-Risk Portion of the Construction Management Fee.
- b) The Contractor shall earn twenty five percent (25%) of the At-Risk Portion of the Construction Management Fee if the Project is Substantially Complete on or before **July 06, 2026**.
- c) The Contractor shall be eligible to earn up to Twenty Five percent (25%) of the Award Fee Pool ("Award Fee Pool") based on the overall level of quality of the Project as delivered (such amount, the "Quality Incentive Amount"). Entitlement to this portion of the Award Fee Pool shall be determined by an award fee committee (the "Award Fee Evaluation Committee"), which will be appointed by the selected Offeror and the Department within sixty (60) days after award. The Award Fee Evaluation Committee will consist of: (i) the Department's Deputy Director for Capital Construction; (ii) a senior representative from the Office of the Secretary; and (iii) a senior member of the Program Management team that is not involved in the day-to-day management of this Project that is acceptable to both the Department and the Contractor. Upon Substantial Completion, the Award Fee Evaluation Committee shall inspect the Project and assess the overall appearance, functionality and level of quality found in the Work. In making this determination, the Award Fee Evaluation Committee shall endeavor to reach a consensus among its members and ascribe one of the following four words to the overall success of the design intent: poor, fair, good or excellent.

If the panel determines that the overall level of success was poor, then the panel shall award Zero Dollars (\$0); if the panel determines that the overall level of success was fair, then the panel shall award one third (1/3) of the Construction Quality Incentive

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

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

## **2.12 Excluded Cost Elements**

It is the Department's intent that the Contractor provide a turn-key solution for the implementation of the Project, and the budget set forth in **Section 1.2** has been developed based on such framework. The Contractor 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 1.2** 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; and
- e) 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"):

- Key Personnel for construction phase:
  - I. Project Manager and his/her experience on similar type projects.
  - II. Superintendent and his/her experience on similar type projects.
  - III. Project executive and his/her experience on similar type projects.
  - IV. Lead Cost Estimator and his/her experience on similar type projects.
  - V. Safety/Quality Assurance/Quality Control Manager.

The Contractor will not be permitted to reassign any of the Key Personnel unless the Department approves the proposed reassignment and the proposed replacement.

**2.13.2 Key Personnel Removal or Replacement.** It is contemplated that the Key Personnel will work from the pre-construction stage throughout the completion of the construction work. The CMAR's obligation is to provide adequate staffing based on the Key Personnel requirement of this RFP (Section 2.13.1). If any of the Key Personnel becomes unavailable to perform services in connection with the Agreement due to death, disability, or separation from the employment of the CMAR or any affiliate of the CMAR, the CMAR shall promptly notify the Department's Contracting Officer and propose a replacement with qualifications equal to or better and determined to be acceptable to the Department. The Department shall be entitled to complete information before approving such replacement.

In addition, the Department shall have the right, to be exercised in its sole discretion, to remove, replace or to reduce the scope of services of the CMAR in the event that a member of the Key Personnel has been removed or replaced by the CMAR without the prior consent of the Department. In the event the Department exercises the right to remove, replace or to reduce the scope of services of the CMAR, the Department shall have the right to keep-in-place those members of the CMAR's team not removed or replaced, and the remaining members shall complete the services in conjunction with the new members of the CMAR's team approved by the Department.

## **2.14 Deliverable List**

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

### **2.14.1 Design and Preconstruction Phase Deliverables**

Deliverables shall include, but not be limited to:

1. Project Schedule.
2. List of Long Lead Items that could adversely impact the Project's schedule and recommendations for purchase.
3. Design Development Cost Estimate and Design Development.
4. Permit Set of Construction Documents Cost Estimate and Permit Set of Construction Documents.
5. Permit Set of Construction Documents, including Department of Buildings ("DOB") plan review responses.
6. Issued for Construction Documents.
7. Life Safety Floor Plans
8. List of subcontractors from which the CMAR intends to solicit bids and bidding procedure.
9. Trade bid tabulations, including all subcontractor Proposals.
10. Report outlining Value Engineering strategies.
11. GMP Proposal.

12. Construction Phase Baseline Schedule.
13. Statement of constructability within ten (10) days of the conclusion of the Design and Preconstruction Phase, executed by both the CMAR and the A/E.
14. Insurance Certificates
15. Payment and Performance Bonds

#### **2.14.2 Construction Deliverables**

Deliverables shall include but not limited to:

1. Contingency Balance Update.
2. Hazardous Material Abatement Subcontractor Insurance Certificates.
3. Hazardous Material Abatement Records.
4. Construction Document Packages.
5. Progress Meeting Minutes.
6. Project Schedule Updates.
7. Project Progress Reports.
8. Cost Variance Report.
9. OSHA Safety Plan.
10. Closeout documents (Product Manuals, Warranties, etc.).
11. Quality Control Plan.
12. Quality Control Inspection Reports.
13. Corrective Action Plan.
14. Prolog submissions.
15. Invoices and Acceptable Application for Payment with Release of Liens and Claims.
16. Insurance Certificates.
17. Performance and Payment Bonds and Agreement of Indemnity
18. Certificate of Substantial Completion executed by the A/E and submitted Department for review, concurrence, and approval.
19. Documents that may be required by Contracting Officer from time to time.

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

Deliverables shall include those outlined in Attachment U (DGS Division 1 Specifications) and **Attachment Q** (DGS Close-out Manual) including, but not limited to the below items.

If there is a conflict, Attachment O shall prevail.

1. A complete set of the CMAR's Project files.
2. A complete set of product manuals (O&M), training videos, warranties, etc.
3. As-built record drawings.
4. Attic stock and schedule.
5. Equipment schedule.
6. Proposed schedule of maintenance.
7. Environmental, health & safety documents.
8. LEED – Preliminary Construction Review.
9. All applicable inspection certificates/permits (boiler, elevator, emergency evacuation plans, health inspection, etc.).

10. All other files and requirements outlined in Turnover Protocol Document (**Attachment Q**).

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

The Contractor 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 Contractor 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 Wage Determination And 29 CFR 5.5 Davis Bacon Provision**

The Davis-Bacon Act Wage Determination and 29 CFR 5.5, Davis Bacon Provision, are applicable to this Project. As such, the Contractor and its trade subcontractors shall comply with the wage and reporting requirements imposed by that Act. At such time as the Contractor is preparing its GMP, the Contractor shall include the current Davis-Bacon wage rates in its GMP.

## **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 Contractor must dedicate such personnel and other resources as are necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

## **2.19 Building Information Modeling**

Building Information Modeling ("BIM") is required to be used throughout the lifecycle of the Project, including all Project phases from project planning and concept design through construction, as-builts and into facilities management. The BIM requirements are provided as **Attachment R**. It is expected by DGS that all team members, including subcontractors, are to be committed to the use of BIM in the Project, share their ideas of BIM expertise with the team, provide BIM data as requested by other team members, look for cost savings and schedule improvements during the entire Project duration, and endeavor to leave as a legacy a fully updated, as Built, facility management ready building information model.

## **2.20 Protection of Existing Elements**

The Contractor shall ensure the protection of all existing features, public utilities, and other existing structures during construction. The Contractor shall ensure the protection of existing, site

improvements, trees and shrubs from damage during construction. Protection extends to the root systems of existing vegetation. The Contractor shall not store materials or equipment, or drive machinery, within drip line of existing trees and shrubs.

## **PART 3 - EVALUATION AND AWARD CRITERIA**

### **3.0 Evaluation Criteria**

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

- a) Past Performance, Relevant Experience & Capabilities (30 points)
- b) Key Personnel (20 points)
- c) Project Management Plan and Schedule (30 points)
- d) Price (20 points)
- e) Certified Business Enterprise (“CBE”) Preference Points (up to 12 points)

### **3.1 Evaluation Process**

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

### **3.2 Evaluation Committee**

Each Offeror’s Proposal shall be evaluated in accordance with this **Part 3** by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall conduct an independent evaluation of the technical Proposals in addition to consideration of the price Proposal evaluations and CBE Preference Points, if any. Thereafter, the source selection official shall select the responsive and responsible Offeror(s) whose Proposal(s) are determined by the source selection official to be the most advantageous to the Department in accordance with D.C. Official Code § 2-354.03 and not necessarily the Offeror(s) with the highest score as evaluated per the factors in **Section 3.4** of this RFP.

### **3.3 Oral Presentation**

The Department does not intend to interview Offerors and contract award may be made without discussion; however, the Department 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 Proposal 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 Department does not intend to interview Offerors and contract award may be made without discussion. However, the Department 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 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.

### **3.3.3 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 Contractor for this Project, including the qualifications of the Key Personnel.

## **3.4 Proposal Scoring**

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

### **3.4.1 Past Performance, Relevant Experience & Capabilities (30 points)**

The Department desires to engage a Contractor with the experience necessary to accomplish the objectives set forth in the RFP. The Offeror will be evaluated based the following:

- i. Demonstrated experience with construction and/or renovation of, and extensive knowledge of such facilities in a setting similar in size and cost to the proposed Project.
  - ii. Demonstrated knowledge and experience with the local subcontracting market
  - iii. Past performance (considering schedule and budget) with public and/or private projects of similar scale (scale = construction budget total sf)
  - iv. Demonstrated experience in managing cost of a project that have experienced varied price swings due to market conditions and inflations as well as supply change issues.
- In evaluating these subfactors, the Department will evaluate, among other things, the Offeror's track record in delivering projects on-time and on-budget. This element of the evaluation will be worth up to thirty (30) points.

The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms, **Attachment K**, are completed and included in the Proposal. If the Offeror is a partnership, the teaming agreement shall include the intention, expectations, roles and responsibility of the prime contractor, roles and responsibility of the teaming partner, why the parties are teaming, division of the work and percentages.

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror will not be evaluated favorably or unfavorably on past performance.

If the Offeror is a team or joint venture, the names and addresses of the team or individual members of the joint venture, and copies of any joint venture or teaming agreements shall be provided. If the Offeror is a team the teaming agreement should include intention, expectations, roles and responsibility of the Contractor, roles and responsibility of the teaming partner, why the parties are teaming, division of the work and percentages. If the Offeror is a team or a Joint Venture of multiple companies, the Evaluation Committee 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.

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

The Department desires that the Contractor 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:

- Key Personnel for construction phase:
  - I. Project Manager and his/her experience on similar type projects.
  - II. Superintendent and his/her experience on similar type projects.
  - III. Project executive and his/her experience on similar type projects.
  - IV. Lead Cost Estimator and his/her experience on similar type projects.
  - V. Safety/Quality Assurance/Quality Control Manager

The availability and experience of the key individuals assigned to this Project will be evaluated as part of this element. Offerors should provide a table that identifies the specific staff that will be assigned to this Project. The table should include: (i) the individual's name (if known); (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this Project); and (iv) the time periods during which the individual will be assigned to the Project. This table should include all personnel that will be assigned to the Project. This element of the evaluation will be worth up to twenty (20) points.

### **3.4.3 Project Management Plan and Schedule (30 points)**

Offerors are required to submit with their proposal a management plan ("Management Plan"). The Management Plan should clearly explain how the Contractor intends to manage and implement the Project. At a minimum, it should explain (i) how the Contractor will manage the preconstruction phase; (ii) how the Contractor proposes to staff and handle construction administration phase including coordinating with the A/E for timely resolution of issues; and (iii) how the Contractor will manage constructability reviews and manage value engineering process so that the Project is within budget.

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 Offeror 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; (vi) describe the key challenges inherent with the UDC building #41 site, how the Offeror will perform the sequence of the demolition of the building and overall stabilization of the underground garage and explain how they will be overcome or mitigated; and (vii) describe the systems that will be put in place to mitigate challenges of working safely on an active campus.

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 Contractor 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 A/E and the Contractor) 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 Contractor, 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. This element of the evaluation is worth up to thirty (30) points.

#### **3.4.4 Price (20 points)**

Offerors will be required to submit with their Proposals the following fee components: (i) a Preconstruction Fee; (ii) a Construction Management Fee; and (iii) a Lump Sum General Conditions Cost. The Preconstruction Fee and the Construction Management Fee will be fixed fees and should cover the cost of the Contractor's overhead and profit. CMAR shall be paid a Lump Sum General Conditions cost for the cost of general conditions, as defined in the Agreement. Each Offeror will be required to complete and submit with their Proposal a copy of the pricing sheet set forth as **Attachment B**, which includes all these price components. The pricing sheet shall be submitted as part of Volume 2 (i.e. the price proposal) as more fully described in **Part 5** of this RFP. **The price components will be worth up to twenty (20) points.**

#### **3.4.5 CBE Preference (12 points)**

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

## **PART 4 - ECONOMIC INCLUSION**

### **4.0 Preference for Small, Local, and Disadvantaged Business Enterprises**

**General:** 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 a small business enterprise.
- 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.

A certified business enterprise ("CBE") shall be entitled to any or all of the preferences provided in this Section, but in no case shall a CBE be entitled to a preference of more than 12 points.

### **4.1 Preferences for Certified Joint Ventures**

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

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

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

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

- c) All Offerors are encouraged to contact 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**

### **4.2.1 Mandatory Subcontracting Requirements**

- a) Unless the Director of DSLBD has approved a waiver in writing in accordance with D.C. Official Code § 2-218.51, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to SBEs.
- b) If there are insufficient SBEs to completely fulfill the requirement of paragraph (a) of this **Section 4.2.1** above, then the subcontracting may be satisfied by subcontracting (35%) of the dollar volume to any qualified CBEs; provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- c) Except as provided in paragraphs (e) and (g) below of this **Section 4.2.1**, a Prime Contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least (35%) of the contracting effort with its own organization and resources and, if it subcontracts, (35%) of the subcontracting effort shall be with CBEs. A CBE Prime Contractor that performs less than (35%) of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- d) 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.
- e) Each CBE utilized to meet these subcontracting requirements shall perform at least (35%) of its contracting effort with its own organization and resources.
- f) 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 and Non-Responsive Proposals:**

The Subcontracting Plan Form, **Attachment H**, must be provided as part of all Proposals, as follows:

1. If the prime contractor required by law to subcontract under this Contract, it shall submit a subcontracting plan as part of its bid in accordance with D.C. Official Code § 2–218.91, and Section 4.2.1 of this RFP. The SBE Subcontracting Plan must list all subcontractors at every tier and 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;
  - (d) The price to be paid by the prime contractor to each subcontractor; and
  - (e) Meet the subcontracting requirements as further described in Section 4.2.1 of this RFP.
2. If the prime Contractor is a Certified Business Enterprise (“CBE”) and self performs the entire project with its own organization and resources and will not subcontract any portion of the services, then the CBE shall only submit the SBE Subcontracting Form by selecting the self-performance option located on the first page of the SBE Subcontracting Form.
3. Offerors responding to this RFP shall be deemed nonresponsive and shall be rejected if the Bidder fails to submit a Subcontracting Plan with its bid as detailed in Section 4.2.1 and Section 4.2.2 of this RFP.
4. Once the Subcontracting Plan is approved by the Department’s CO, changes to the plan will only occur with the prior written approval of the CO and the Director of Department of Small and Local Business Development (“DSLBD”).
5. The Subcontracting Plan shall be provided before the District accepts the submission of the bid.

#### **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; and
  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 DSLBD 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**. Neither the Prime Contractor nor its subcontractor may remove a subcontractor or tier-subcontractor if such subcontractor or tier-subcontractor is certified as an LSDBE company unless the Department approves of such removal, in writing. The Department may condition its approval upon the Prime



Contractor developing a plan that is, in the Department's sole and absolute judgment, adequate to maintain the level of LSDBE participation on the Project.

### **4.3 51% District Residents New Hires Requirements and First Source Employment Agreement**

**4.3.1** For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. ("First Source Act").

**4.3.2** The Contractor shall enter into and maintain during the term of the Contract, a First Source Employment Agreement (Employment Agreement) (**Attachment I**) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that: (a) The first source for finding employees to fill all jobs created in order to perform the Contract shall be the First Source Register; and (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

**4.3.3** If applicable, the Contractor 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.

**4.3.4** The Contractor shall not begin performance of the Contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

**4.3.5** The Contractor agrees that at least 51% of the new employees hired to perform the Contract shall be District residents. The Contractor shall ensure that at least fifty-one percent (51%) of the Contractor and every sub-consultant's and subcontractor's employees hired after the effective date of the Agreement, or after such subconsultant or subcontractor enters into a contract with the Contractor, to work on the Project shall be residents of the District of Columbia. This percentage shall be applied in the aggregate, and not trade by trade.

**4.3.6** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the Contract.

**4.3.7** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the Contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

**4.3.8** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the Contract for each percentage by which the Contractor fails to meet its hiring requirements.

**4.3.9** Any contractor who violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

**4.3.10** The Contractor may appeal any decision of the CO pursuant to this clause to the DC Contract Appeals Board, located at 441 4th Street, NW, Suite 350N, Washington, DC 20001.

**4.3.11** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

**4.3.12** Construction projects or contracts covered by this Section 4.3 of the Contract shall be subject to the hiring and reporting requirements set forth in this Section until construction is completed and a final certificate of occupancy has been issued.

#### **4.4 Apprenticeship Act**

The District of Columbia Apprenticeship Act of 1946, D.C. Official Code §§ 32-1401 *et seq.* (“Act”), as amended, may apply to this Project. All subcontractors selected to perform work on the Project on a craft-by-craft basis shall be required to comply with this Act. All terms and conditions of the Act, D.C. Apprenticeship Council Rules and Regulations, as well as any federal requirements shall be implemented. The Prime Contractor shall be liable for any subcontractor non-compliance.

#### **4.5 Way To Work Amendment Act Of 2006**

**4.5.1.** Except as described in Section 4.5.9 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

**4.5.2** The Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage.

**4.5.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the Contract no less than the current living wage rate.

**4.5.4** The DOES may adjust the living wage annually and Contractor will find the current living wage rate on its website at [www.does.dc.gov](http://www.does.dc.gov).

**4.5.5** The Contractor shall provide a copy of the Fact Sheet attached within **Attachment J** to each employee and subcontractor who performs services under the Contract. The Contractor shall also post the Notice attached within **Attachment J** in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

**4.5.6** The Contractor shall maintain its payroll records under the Contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the Contract.

**4.5.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 et seq.

**4.5.8** The requirements of the Living Wage Act of 2006 do not apply to:

(1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;

(2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;

(3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

(4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;

(5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

(6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

(7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

(8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));

(9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

(10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**4.5.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.”

## **PART 5 - PROPOSALS AND PROPOSAL ORGANIZATION**

### **5.0 General**

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

### **5.1 Proposal Identification**

All Proposals shall be submitted electronically, as follows:

An electronic copy of the complete proposals (**Technical and Price Proposals**) shall be submitted uploaded to Contracts & Procurement Division's Submission Portal as described in **Section 5.2 by the Due Date in Section 5.3 of this RFP**. The submission should be titled: "**Proposal for CMAR for Construction of A New DC Archives Building in Van Ness Campus of University Of District Of Columbia – DCAM-23-CS-RFP-0030.**"

### **5.2 Delivery or Mailing of Proposals**

Proposals must be uploaded to Contracts & Procurement Division's Submission Portal using the link below:

<https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2>

The Submission Portal's preview is attached to this RFP as **Attachment U**.

### **5.3 Date and Time for Receiving Proposals**

Proposals shall be received in the place identified in **Section 5.2** of this RFP no later than **October 06, 2023 at 2:00 p.m.** The Offeror assumes the sole responsibility for timely delivery of its Proposal, regardless of the method of delivery.

### **5.4 Proposal Size, Organization and Offeror Qualifications**

The Department is interested in a qualitative approach to presentation material. Brief, clear, and concise material is more desirable than quantity. The Proposal shall be organized in two volumes, a technical proposal, and a price proposal. The Technical Proposal shall be organized as follows:

#### **5.4.1 Executive Summary of Proposal**

Each Offeror should provide a Proposal executive summary of no more than three pages.

### **5.4.2 General Team Information and Firm(s) Data**

Each Offeror should provide the following information for the Contractor and each of its subcontractors.

- a) Name(s), address(es), and role(s) of each firm (including all sub-contractors)
- 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 five (5) relevant projects and identify the role of the individual in each past project noted on the resume. The resume should also clearly identify how long the individual has worked in the construction industry and should indicate the number of years of experience in his or her current role and the prior roles.
    - (v) The individual's current workload over the next two years.
  4. A chart showing the experience that the key team members have working together.

### **5.4.3 Past Performance, Relevant Experience & Capabilities**

- a) Detailed descriptions of no more than five (5) 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 Contractor'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.

#### **5.4.4 Key Personnel**

Key Personnel should contain information requested in **Section 3.4.2** and **Section 3.4.4** of the RFP. In addition, the Offeror shall provide the following:

- a) Organizational chart illustrating reporting lines and names and titles for key participants proposed by the Offeror.
- b) 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 five (5) 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.
- c) A chart showing the experience that the key team members have working together.

#### **5.4.5 Project Management Plan and Schedule**

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

#### **5.4.6 Price Proposal**

The Price proposal shall be organized as follows:

- a) **Form of Offer Letter/Bid Form.** Each Offeror shall submit a form of offer letter/bid form substantially in the form of **Attachment B**. Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the Proposal non-responsive.
- b) **Bidder-Offeror Certification Form.** Each Offeror shall complete and submit with its Price Proposal the Bidder-Offeror Certification Form attached hereto as **Attachment C**. An Offeror who submits an incomplete or improperly or inaccurately completed Bidder-Offeror Certification Form may be deemed non-responsive.
- c) **Tax Affidavit.** Each Offeror must submit a tax affidavit substantially in the form of **Attachment D**. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia Government.
- d) **Bid Bond.** Each Offeror shall submit with their Price Proposal a bid bond in the amount specified and further explained in **Part 9, Section 9.0**, in the form of **Attachment F**.
- e) **SBE Subcontracting Plan.** Each Offeror shall complete and submit with their Price Proposal a Subcontracting Plan in the form of **Attachment H**.
- f) **First Source Employment Agreement and Employment Plan.** Each Offeror shall complete and submit as part of its Price Proposal a First Source Agreement and Employment Plan in the form of **Attachment I**.
- g) **Certificate to Furnish Performance & Payment Bond.** Each Offeror shall submit with their Price Proposal a Certificate to Furnish Performance & Payment Bond in the form of **Attachment S**.
- h) **Equal Employment Opportunity (“EEO”) Policy Statement.** Each Offeror shall complete and submit an EEO Policy Statement in the form of **Attachment T**.
- i) **Certificate of Clean Hands (“CCH”) – CCH can be downloaded from this link:**  
[https://mytax.dc.gov/\\_/#1](https://mytax.dc.gov/_/#1)
- j) **A copy of business license**
- k) **Campaign Finance Reform Act Self-Certification Form (Attachment V)**

## **PART 6 - PROCEDURES & PROTESTS**

### **6.0 Contact Person**

Offerors should contact the department's POC as stated in **Section 1.6** for information about this RFP or for any written questions or inquiries regarding the RFP.

### **6.1 Preproposal Conference**

A pre-proposal conference will be held on **September 12, 2023**, at **02:00 PM** at 4200 Connecticut Avenue NW, Washington, DC 20008

Interested Offerors are strongly encouraged to attend.

### **6.2 Site Visit**

The site visit will be held from **02:00 p.m. to 03:00 p.m. on September 12, 2023**, at 4200 Connecticut Avenue NW, Washington, DC 20008.

Interested Offerors are strongly encouraged to attend.

### **6.3 Explanations to Prospective Offerors**

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

Requests should be directed to the Department's POC at the address listed in **Section 1.6** no later than **2:00 p.m., on September 19, 2023**. The person making the request shall be responsible for prompt delivery.

### **6.4 Protests**

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



## **6.5 Contract Award**

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

## **6.7 Retention of Proposals**

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

## **6.8 Examination of Proposals**

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

## **6.9 Late Proposals: Modifications**

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

## **6.10 No Compensation for Preparation of Proposals**

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

## **6.11 Rejection of Proposals**

The Department reserves the right, in its sole discretion:

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

## **6.12 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 Contracting Officers.

## **6.13 Non-Responsive Proposals**

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

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

## **PART 7 – CONSTRUCTION MANAGEMENT AT RISK AGREEMENT**

### **7.0 Contract Documents**

The Form of Contract is attached to the RFP as **Attachment L**. The Standard Contract Provisions are 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 among this RFP, the Standard Contract Provisions and the Agreement, the Standard Contract Provisions and the Agreement shall have precedence. Offerors are advised that they are required to submit their Proposals premised upon agreeing to the terms of the Standard Contract Provisions and entering into a Letter Contract, and subsequently, the Agreement.

## PART 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 submit a Certificate of Insurance to the Contracting Officer (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.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, 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 Contractor and subcontractors.

### B. INSURANCE REQUIREMENTS

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 and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons,

broad form property damage, 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.

The Commercial General Liability shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or its equivalent) to The Government of the District of Columbia
- b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
- c) A waiver of subrogation in favor of The Government of the District of Columbia
- d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
- e) Defense costs shall be in addition to and not erode the limits of liability

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 in connection with work under this agreement, with a minimum combined single limit of \$1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Contractor shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

- a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
- b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

- a. To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
- b. Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
- c. A waiver of subrogation in favor of The Government of the District of Columbia

- d. Defense costs shall be in addition to and not erode the limits of liability
  - e. If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or its equivalent)
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.

The Workers Compensation and Employers Liability shall be further endorsed to:

- a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
  - b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
  - c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.
4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Contractor's operations or services with a limit of \$5,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Contractor on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Contractor shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.
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. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits of \$15,000,000 per occurrence and \$15,000,000 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 Government of the District of Columbia and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.
7. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3<sup>rd</sup> party fidelity to cover the dishonest acts of Contractors, its employees and/or volunteers which result in a loss to the District. The Government of the District of Columbia shall be included as loss payee. The policy shall provide a limit of \$100,000 per occurrence.
8. Environmental Liability/Contractors Pollution Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of environmental liability insurance covering losses caused by pollution or other hazardous conditions arising from ongoing or completed operations of the Contractor. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), clean-up costs, transit and non-owned disposal sites. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements. There shall be neither an exclusion nor a sublimit for mold or fungus-related claims. The minimum limits required under this paragraph shall \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor’s performance of any work under the Contract and that continuous completed operations coverage will be maintained for at least ten (10) years or an extended reporting period shall be purchased for no less than ten (10) years after completion.

The Contractor also must furnish to the CO Owner certificates of insurance evidencing environmental liability insurance maintained by third party transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor’s operations. Such coverages must be maintained with limits of at least the amounts set forth above.



The Environmental Liability policy shall be further endorsed to include The Government of the District of Columbia as an Additional Insured.

9. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the CO with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, Workplace Torts, "Bullying" in "any location" and "by any means," including the Internet, whether between employees of contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend The Government of the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
10. Installation-Floater Insurance - For projects not involving structural alterations, the contractor shall provide an installation floater policy with a limit equal to the Property values being installed as part of the project. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor.
11. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the CO 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. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts or through a separate stand alone sexual abuse and molestation policy with confirmation there are no exclusions for abuse or assault & battery under the General Liability. So called "silent" coverage or "shared" limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the ORM for compliance review.

### **Construction Projects Controlled by the District**

For construction projects controlled by the District, the District will procure the following policies with the District listed as the first named insured. Since the District will control the placement of the policies, the District should not contractually bind itself to secure coverage broader than the minimum that satisfy the interests of the Contractor.

Builders Risk – The District shall purchase and maintain, in a company authorized to do business in the jurisdiction in which the project is located, builders risk insurance, written on an “all risk”, special causes of loss or equivalent form. Builders risk coverage will include boiler and machinery / equipment breakdown, earthquake and flood perils. Building ordinance and terrorism coverage will be included.

The deductible shall not exceed \$25,000 except for earthquake, flood, windstorm, water damage or other perils at the discretion of the District and as available in the insurance industry.

The project limit shall equal the replacement value of the structure, including coverage for property in transit and stored off premises.

At the discretion of the District, builders risk coverage will extend to soft costs and delayed completion.

Builders risk insurance shall include the interests of The Government of the District of Columbia, the Contractor, Subcontractors and Sub – subcontractors in the project.

#### C. SUBCONTRACTOR INSURANCE REQUIREMENTS

Any and all subcontractors engaged by Contractor for work under this agreement shall be required to have the same insured required of Contractor. Should the Contractor wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor. In either instance, the Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

#### D. 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.

E. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by The Government of 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.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits

of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the contractor's liability under this contract.

- G. **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 Government of the District of Columbia.
- H. **MEASURE OF PAYMENT.** The Government of the District of Columbia 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.
- I. **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 cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Contractor no long complying with the above requirements. 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. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Contractor at least 30 days' notice of the change. Contractor must comply, at your expense, and deliver to the CO evidence of compliance before the change becomes effective.
- J. **CERTIFICATES OF INSURANCE.** The Contractor must send to CO, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Contractor must also provide us with evidence of renewal before the expiration date of each insurance policy. Contractor is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . 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:**

Obaidullah Ranjabr  
Contracting Officer  
Department of General Services  
Contracts and Procurement Division  
3924 Minnesota Ave, NE | 5<sup>th</sup> Floor  
Washington, DC 20019  
[obaidullah.ranjabr@dc.gov](mailto:obaidullah.ranjabr@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).

- K. DISCLOSURE OF INFORMATION. The Contractor agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia 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.
- L. 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 better (or the equivalent by any other rating agency) and licensed in the District of Columbia.
- M. WARRANTIES. When applicable, the Contractor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). CO should collect, review for accuracy, and maintain all warranties for goods and services.

## **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 bid amount, in the form included as **Attachment F**. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties. Alternatively, Offerors may submit a cashier's check in lieu of a bid bond. However, in the event an Offeror who is awarded the Agreement fails to post a payment and performance bond for the full value of the Agreement, the Offeror shall thereby forfeit the full amount of the cashier's check, and the Department shall collect such funds. If the Offeror chooses to submit a cashier's check in lieu of a bid bond, the Offeror must complete the form included as **Attachment N** and return, notarized, with the Offeror's Proposal.

### **9.1 Trade Subcontractor Bonds**

The Agreement will require that the Contractor ensure 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 Contractor will be required to post a payment and performance bond having a penal value equal to the contract price or early release not-to-exceed amount at the time the Agreement is executed. The Contractor will be required to post updated payment and performance bonds to reflect the GMP amount.

## **PART 10 - MISCELLANEOUS PROVISIONS**

### **10.0 Conflict of Interest**

The Department reserves the right, in its sole discretion, to make determinations relative to potential conflicts of interest on a project specific basis. The 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	Contracting Officer's Technical Representative
CBE	Certified Business Enterprise
SBE	Small Business Enterprises

## **PART 11 - ATTACHMENTS**

Attachments to this RFP include the following:

<b>Attachment A1</b>	Program of Requirements
<b>Attachment A2</b>	Schematic Design Set & Narrative
<b>Attachment A3</b>	Concept Design Submission Appendices -LEED Score Card and Implementation Plan -Hydrant Flow Test Results -Phase ESA -Hazardous Materials Report -Geotechnical Report -Civil Survey
<b>Attachment B</b>	Form of Offer Letter/Bid Form
<b>Attachment C</b>	Bidder/Offeror's Certification Form
<b>Attachment D</b>	Tax Affidavit
<b>Attachment E1</b>	Davis-Bacon Wage Rates
<b>Attachment E2</b>	29 CFR 5.5 Davis Bacon Provision
<b>Attachment F</b>	Bid Bond Form
<b>Attachment G</b>	Standard Contract Provisions (Construction Contracts)
<b>Attachment H</b>	SBE Subcontracting Plan
<b>Attachment I</b>	First Source Employment Agreement and Employment Plan
<b>Attachment J</b>	2023 Living Wage Act
<b>Attachment K</b>	Past Performance Evaluation Form
<b>Attachment L</b>	Form of Contract or Agreement (Will be posted as an Addendum to this RFP)
<b>Attachment M</b>	Notice to Proceed and Letter Contract (Will be posted as an Addendum to this RFP)
<b>Attachment N</b>	Bid Guarantee Certification
<b>Attachment O</b>	Conflict of Interest Disclosure Statement
<b>Attachment P</b>	Release of Lien Waivers
<b>Attachment Q</b>	DGS Turnover Protocol
<b>Attachment R</b>	BIM Requirements for Contractor
<b>Attachment S</b>	Certification to Furnish Performance Payment Bond
<b>Attachment T</b>	EEO Policy Statement
<b>Attachment U</b>	Submission Portal's Preview
<b>Attachment V</b>	Campaign Finance Reform Self-Certification Form