

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES



D.C. DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS

DESIGN-BUILD SERVICES

ADELAIDE DAVIS ELEMENTARY SCHOOL SWING SPACE

Solicitation Number: DCAM-16-CS-0140

August 18, 2016

**Proposal Due Date:** September 15, 2016 by 2:00 p.m.

**Preproposal Conference:** August 23, 2016 at 12:30 p.m.

*To be held at:*

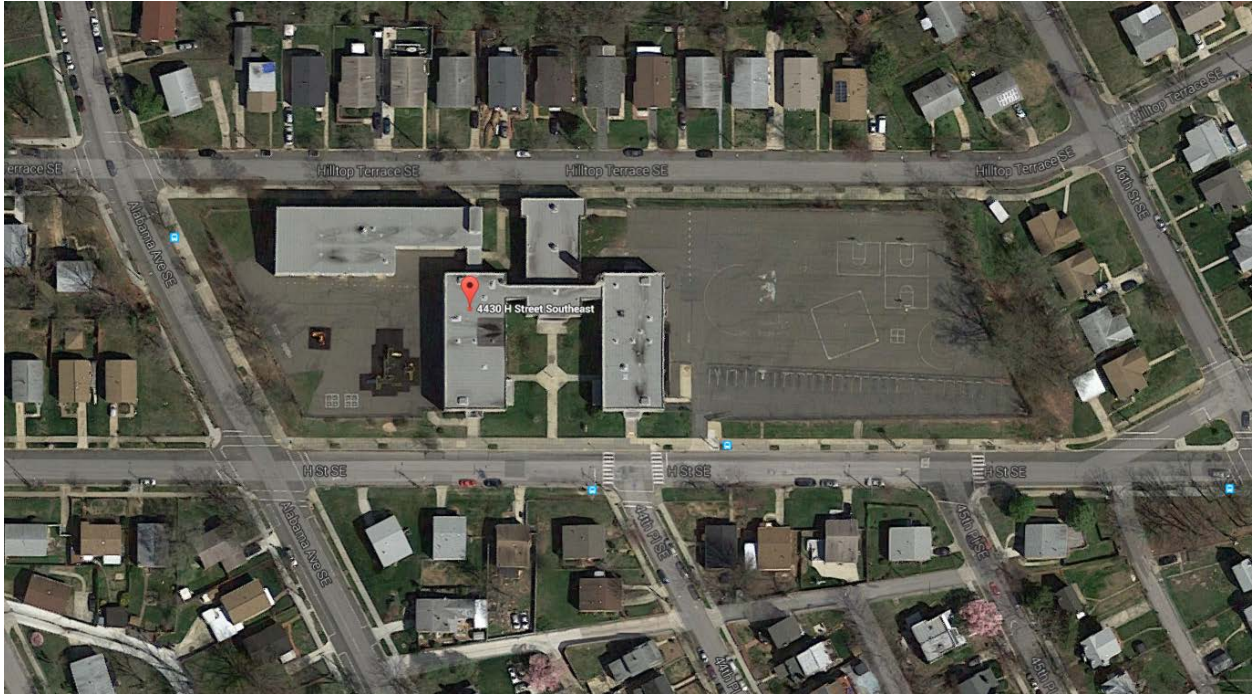
Department of General Services  
1250 U Street, NW | 4th Floor  
Washington, DC 20009

**Site Visit:** August 24, 2016 at 10:00 a.m.

**Contact:** Farhad Rezaei  
Contract Specialist  
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## Executive Summary

The Department of General Services (“Department” or “DGS”) is issuing this Request for Proposals to engage a design-builder to renovate Adelaide Davis Elementary School, located at 4430 H Street, SE, Washington, DC, to serve as a temporary swing space school for several schools. The initial occupants will be the students and faculty for Kimbell Elementary. Subsequent to the 2017/18 academic year, it is envisioned that the Davis Facility will serve as the temporary location for several schools as those schools undergo a complete modernization.



Davis Elementary was originally built in 1943 with additions in 1946, 1953 and 1963 and consists of approximately 71,000 square feet of space. The school was closed at the end of the 2012/2013 school year and has been empty for approximately 3 years. During that time, it has suffered a moderate amount of damage, including vandalism and water damage from a leaking roof. Representative pictures of the current interior condition are included at **Attachment A**.

The renovation should be designed so as to accommodate 450 students and will require approximately 63,000 square feet of usable space. (A copy of the preliminary Education Specification, or Program, is included as **Attachment B**.) As such, it is not believed that any additions will be required. It is believed that the schools structural and foundation systems are sound, and as such, the project will largely involve interior renovations. The building, however, will require a new HVAC system, new security system, new low voltage cabling, new windows and new cafeteria equipment. Some or all of the roof will need to be replaced.

The project will also include construction of playgrounds appropriate for an elementary school, parking, drop-off and pick-up areas appropriate for a swing school. DCPS envisions that the student populations will be bused from their “home school” location to the Davis site and the renovated school needs to include appropriate accommodation (i.e. bus drop off and queuing areas).

Overall, the new building should be designed and constructed assuming that it will be used for approximately 10 years as swing space by a succession of different student populations. To the greatest extent practical, the building should be designed in such a manner so as to provide flexibility for future users. Effort should be made to reserve unused portions of the existing volume as core and shell space.

### **A.1 Project Budget**

The Department anticipates that the project will have a total cost of approximately \$13 million, approximately \$11 million of which would be the cost of construction. However, the Department has an approved budget of \$8.4 million for this Project, approximately \$7.1 million of which is set aside for construction costs that would be incurred by or through the design-builder. Accordingly, bidders are to base their proposals on the approved \$8 million budget, with add/alternates up to a total of \$11 million.

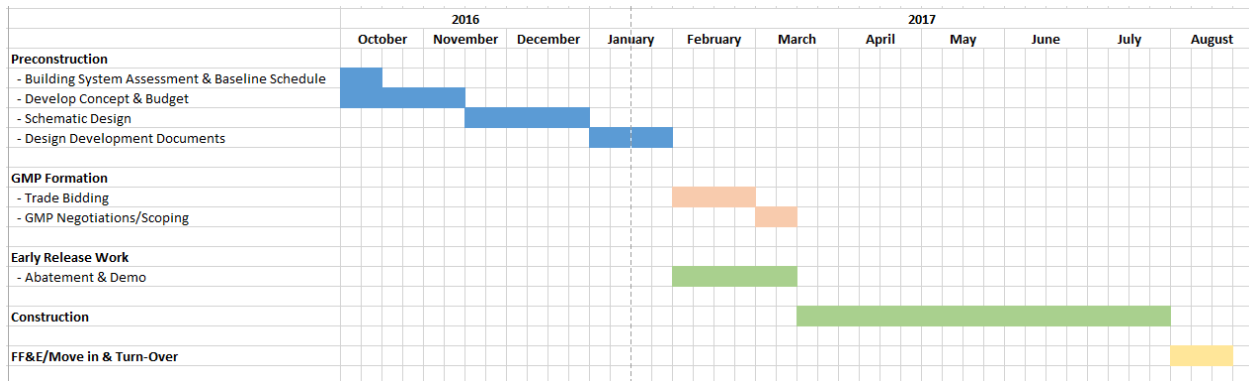
### **A.2 Project Delivery Method and Schedule**

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

During the Design and Preconstruction Phase, the selected Design-Builder, in consultation with the District, will be required to advance the design in accordance with the Department’s programming requirements to permit drawings/specifications and submit for permit(s); (ii) progress the permit drawings/specifications for the Project to construction documents; (iii) participate in any on-going community engagement process; and (iv) develop a GMP for the Project. In developing the GMP, the Design-Builder will be required to obtain quotes from trade subcontractors based on the approved design documents. The process by which the GMP will be formed is more fully described in the Agreement for Design-Build Services. Construction and construction administration services for early authorized stabilization and demolition work may also occur.

During the Construction Phase, the Design-Builder, in consultation with the Department, will be required to provide construction and construction administration services to (i) selectively demolish sections of the interior of the existing building; (ii) conduct abatement of hazardous materials; (iii) construct the new building; and (iv) assist DCPS in relocating FF&E and other items from the existing building to the new building.

The new building needs to be completed and available for occupation by DCPS no later than **August 1, 2017**. The Department contemplates that construction will begin early in March of 2017 with 5 months to construct the new building. Abatement and interior demolition as well as other long lead items will be released in January or February of 2017. In general, however, the Department envisions the following schedule:



### A.3 Fee & General Conditions Bid

As is more fully described in the Agreement for Design-Build Services, this will be a cost plus a fixed fee with a guaranteed maximum price type contract. Offerors are **not** required to submit trade costs or a proposed GMP with their proposals. Those costs will be developed later in the project in accordance with the procedures set forth in **Section B** of this RFP. Offerors are advised, however, that adjustments will only be made to the fee and general conditions bid should the overall dollar amounts allocated for the Project increase by more than 10% above the greater of (i) the approved budget for the Project as of the date of issuance of this RFP or (ii) the total cost of construction for the Project as set forth in Section A.1 of this RFP; or if the Department elects to delay or extend the project schedule beyond that described herein for reasons other than delay caused by the Design-Builder, and in such an instance, only in accordance with the terms of the resulting Agreement for Design-Build Services, which is set forth as **Attachment M**.

Offerors will be required to submit with their proposals the following fee components: (i) a Preconstruction Fee; (ii) a Design Budget; (iii) a Design-Build Fee; and (iv) a General Conditions Budget. The Preconstruction Fee and the Design-Build Fee will be fixed fees and should cover the cost of the Design-Builder’s overhead and profit; the Design Budget should include an upset limit and a schedule of values showing the cost of the various phases of the design; and the cost of general conditions, as defined in the Agreement for Design-Build Services, shall be reimbursable subject to a cap equal to the General Conditions Budget bid by the Offeror. Each Offeror will be required to complete and submit with their proposal a copy of the pricing sheet set forth as **Attachment C**, 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 **Section E** of this RFP.

#### A.4 Award Fee

Forty percent (40%) of the Design-Build Fee bid by the Offeror will be “at risk” and transferred to an award fee pool (the “**Award Fee Pool**”). The selected Design-Builder will be entitled to earn the Award Fee Pool as follows:

- (a) One Fourth of the Award Fee Pool (i.e. 10% of the bid fee) will be earned if the Department and the selected Design-Builder agree upon a GMP for the entire project no later than March 15, 2017;
- (b) One Fourth of the Award Fee Pool (i.e. 10% of the bid fee) will be earned if the GMP is less than or equal to \$7.1 million or \$11 million if the add/alternate work is included;
- (c) One Fourth of the Award Fee Pool (i.e. 10% of the bid fee) will be earned based on the quality of the construction work; and
- (d) One Fourth of the Award Fee Pool (i.e. 10% of the bid fee) will be earned if the new building is Substantially Complete on or before August 1, 2017 and the total cost of the resulting contract is less than 103% of the GMP as originally established.

Items (a), (b) and (d) are objective criteria and entitlement to the relevant portion of the Award Fee Pool will be determined based on whether the criteria have been met. These criteria will be treated as “pass/fail” criteria, and it is emphasized that factors beyond the selected Offeror’s control can impact entitlement to those portions of the Award Fee Pool. Items (c) is more subjective in nature and entitlement to the relevant portion of the Award Fee Pool will be determined on a sliding basis.

Within sixty (60) days after award, the selected Offeror and the Department shall appoint a committee that will determine entitlement to the Award Fee Pool (such committee, the “**Award Fee Evaluation Committee**”). The Award Fee Evaluation Committee will consist of: (i) the Department’s Deputy Director for Capital Construction; (ii) a senior representative from DCPS; 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 Parties.

Entitlement to those portions of the Award Fee Pool referred to in item (c) shall be determined in accordance with **Section B.14** of this RFP. **Offerors should base their pricing on the terms set forth in this RFP and based on the assumption that entitlement to some portion of the Award Fee Pool is determined by factors that are beyond their control.**

## A.6 Contract Documents

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

## A.7 Selection Criteria

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

- Relevant Experience & Capabilities of the Builder (10 points)
- Key Personnel of the Builder (10 points)
- Relevant Experience & Capabilities of the Architect (10 points)
- Key Personnel of the Architect (10 points)
- Project Management Plan & Schedule (40 points)
- Price (20 points)
- CBE Preference (12) Points

## A.8 Procurement Schedule

The schedule for this procurement is as follows:

- |  |                               |
|--|-------------------------------|
| • RFP Advertisement:                     | August 18, 2016               |
| • Pre-proposal Conference:               | August 23, 2016 at 12:30 p.m. |
| • Site Visit:                            | August 24, 2016 at 10:00 a.m. |
| • Last day for Questions/Clarifications: | August 29, 2016               |
| • Proposal Submission Due date:          | September 15, 2016            |

## A.9 Project Schedule

Please refer to Section D for detail Project Schedule.

## **A.10 Attachments**

<b>Attachment A</b>	- Interior Condition
<b>Attachment B</b>	- Preliminary Program
<b>Attachment C</b>	- Form of Offer Letter
<b>Attachment D</b>	- Bidder/Offeror's Certification Form
<b>Attachment E</b>	- Tax Affidavit
<b>Attachment F</b>	- Davis-Bacon Wage Rates
<b>Attachment G</b>	- Bid Bond Form
<b>Attachment H</b>	- Standard Contract Provisions
<b>Attachment I</b>	- SBE Subcontracting Plan
<b>Attachment J</b>	- First Source Agreement
<b>Attachment K</b>	- 2016 Living Wage Act
<b>Attachment L</b>	- Past Performance Evaluation Form
<b>Attachment M</b>	- Agreement for Design-Build Services
<b>Attachment N</b>	- Notice to Proceed and Letter Contract
<b>Attachment O</b>	- Bid Guarantee Certification

## **SECTION B           SCOPE OF WORK**

### **B.1    Design-Builder’s Duties; General Intent.**

The Design-Builder will be required to work with the Department and DCPS to develop a concept design and budget for Davis Elementary. Once that design is approved by the Department and DCPS, the Design-Builder will be required to advance the design and complete the necessary renovations of the building no later than **August 1, 2017**. Except for providing certain electronic equipment, the Design-Builder will be required to provide a “turn-key” building ready for occupancy by DCPS and shall be responsible for all items of cost except for those items set forth in **Section B.16** of this RFP. Without limiting the generality of the foregoing, the Design-Builder shall be required to provide all of the management, personnel, hazardous material abatement, supervision, labor, materials and other services necessary to complete the Project.

### **B.2    Initial Deliverables**

The Preconstruction Phase will run from the issuance of the notice to proceed through the execution of the GMP Amendment. The Department will issue a notice to proceed for preconstruction services (the “**Preconstruction NTP**” or “**Letter Contract**”), attached hereto as **Attachment N**. Offerors are advised that they are required to submit their proposal premised upon agreeing to the terms of the Preconstruction NTP. To the extent there are any ambiguities or inconsistencies between this RFP, the Standard Contract Provisions and the Preconstruction NTP, the Standard Contract Provisions and Preconstruction NTP shall have precedence. **A proposal that identifies or describes changes or exceptions to the Standard Contract Provisions or the Preconstruction NTP may be deemed non-responsive.**

The Design-Builder’s initial task will be to develop a concept design and budget for Davis Elementary. As part of this effort, the Design-Builder shall prepare the following reports:

**B.2.1 Building System Assessment.** Within fourteen (14) days after the Preconstruction NTP is issued, the Design-Builder shall conduct an assessment of the building systems and submit a written report to the Department that assesses whether the existing building systems can be repaired or whether such systems should be replaced. Such report shall take into consideration the nature of this project and the expected life-span of the swing space (i.e. that the swing space is likely to be used for 5 to 7 years). This report shall assess all of the buildings key systems, including, but not limited to, HVAC, kitchens, roof, windows, electrical, lighting, AV, intercom, fire alarms, and plumbing.

**B.2.2 Baseline Schedule.** Within twenty one (21) days after the Preconstruction NTP is issued, the Design-Builder shall prepare and submit a baseline schedule for the Project (the “**Baseline Schedule**”). The Baseline Schedule shall be subject to review and approval by the Department and the Design-Builder shall incorporate such adjustments to the Baseline Schedule as may be reasonably requested by the Department. The Baseline Schedule shall be prepared in a CPM method and be developed in a sufficient level of detail so as to permit the affected parties (i.e. the



Department and the Design-Builder) to properly plan the Project, and shall show: (i) key design milestones and bid packages; (ii) release dates for long lead items; (iii) release dates for key subcontractors; and (iv) substantial and final completion dates. The Baseline Schedule shall include durations and logic ties for those building systems that the Design-Builder is recommending for replacement. The preliminary schedule must also be submitted in Primavera 6 native format and shall be updated by the Design-Builder, at a minimum, on a bi-weekly basis.

**B.2.3 Concept Design.** No later than six (6) weeks after the Preconstruction NTP is issued, the Design-Builder shall cause its design component to prepare and submit a proposed concept design for the Project. The concept design shall contain at least the level of detail contemplated in the AIA standard contract and shall contain such detail as is typically required for a schematic design under the AIA Best Practices. The design submittal shall specifically identify any deviations from the preliminary program and shall explain the rationale and cost implications associated with such deviation.

The concept design submittal shall include at least the following:

- B.2.3.1** Conceptual floor plan and site plan;
- B.2.3.2** Updated property survey, including notations of utilities and all other easements;
- B.2.3.3** Hazardous Materials Survey. It is understood that the Design-Builder and/or its design component shall be required to engage the services of industrial hygienist that is acceptable to the Department to perform such survey;
- B.2.3.4** Flow Test Results;
- B.2.3.4** Record of Accepted LEED Strategies;
- B.2.3.5** EISF Submission. The Design-Builder shall be required to engage such consultants (either directly or through its design team) that are necessary to prepare this form. Bidders should include the cost of such consultants in their design fee. Should detailed traffic studies become necessary that address the route and traffic impacts of busing the students from Kimbell to the Davis Facility, such services will entitle the Design-Builder to an equitable adjustment to the design fee; however, traffic studies addressing curb cuts and the manner in which traffic will enter the site are included in the design fee.
- B.2.3.6** Education specifications survey update; and
- B.2.3.7** Summary of Required Agency Review, Timetables, including but not limited to: Office of Planning (“OP”) and Commission of Fine Arts (“CFA”).

**B.2.4 Preliminary Budget Estimate.** Concurrently with the delivery of the concept design, the Design-Builder shall submit a detailed cost estimate of the proposed design (such estimate,

the “**Preliminary Budget Estimate**”). With regard to building systems (i.e. roofs, doors, HVAC, security, IT, etc.), the Preliminary Budget Estimate shall be prepared on a “system” basis that identifies the key building systems or functions and allocates an estimated cost for each such system. The Design-Build Fee, the cost of general conditions, and contingencies shall be broken out in separate line items. The primary purpose of the Preliminary Budget Estimate is to aid the Department and DCPS in understanding the costs associated with key elements of the Project so as to better prioritize and manage the use of the funding allocated to this Project.

**B.2.5 Baseline Budget and Program.** The Department shall provide the Design-Builder with a baseline budget and program as well as comments on the Concept Design. Such approval shall be provided (or signed by) the Department’s Deputy Director for Capital Construction (the “**Deputy Director**”). In the event the Design-Builder does not receive such approval within fourteen (14) days after submitting the Preliminary Budget Estimate, it shall so advise the COTR, the Deputy Director and the Contracting Officer in writing of such failure and request direction. If the Design-Builder fails to provide such notice, the Design-Builder will be proceeding at its own risk and will be responsible for any redesign costs associated with budget revisions.

**B.2.6 Deliverable Liquidated Damages.** The Design-Builder acknowledges that the Department is engaging the Design-Builder to provide an extensive level of preconstruction support services so as to minimize the potential for cost overruns, schedule delays or the need for extensive value engineering/re-design late in the Project and that the reports required under this **Section B.2** are key to realizing the value of such services. In the event the Design-Builder fails to deliver any of the reports required in this Section (and unless such failure is the result of any event of Force Majeure), the Design-Builder shall be subject to liquidated damages in an amount of Five Thousand Dollars (\$5,000) plus Five Hundred Dollars (\$500) per day after receiving written notice from either the COTR or the Contracting Officer of failure to submit such report.

### **B.3 Administrative Matters**

The Design-Builder shall be required to submit the reports as described in this **Section B.3**.

**B.3.1 Monthly Report.** The Design-Builder 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.

**B.3.2 Bi-Weekly Schedule Updates.** The Design-Builder shall provide a baseline schedule update to the Department, on the progress of the entire Work at least bi-weekly, in the same format set forth in Section B.2.2 of this RFP. The update shall reflect the actual progress of the Project, identify developing or potential delays, regardless of their cause, and reflect the Design-Builder's best projection of the actual date by which Substantial Completion and Final Completion of the Project will be achieved. The Design-Builder shall also state what must be done to avoid or reduce that delay, changes that have occurred since the last update, including

those related to major changes in the scope of work, activities modified since the last update, revised projections of durations, progress and completion, revisions to the schedule logic or assumptions, and other relevant changes.

**B.3.3 Use of Prolog.** The Design-Builder shall utilize Prolog for the submission of: (i) requests for information; (ii) submittals; (iii) meeting minutes; (iv) invoices/applications for payment (full package including all forms required by DGS); (v) certified payrolls (in addition to upload via LCP Tracker); (vi) drawings and specifications; (vii) punchlist; and (viii) other documents as may be designated by the Department.

## **B.4 Design Management**

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

**B.4.1 Schematic Design.** The Design-Builder shall cause its consultants to prepare a schematic design that is a logical development of the approved concept design and is consistent with the Department's schedule, budget and programmatic requirements. The schematic design shall contain at least the level of detail contemplated in the AIA standard contract and shall contain such detail as is typically required for a schematic design under the AIA Best Practices. The design submittal shall specifically identify any deviations from the approved concept design and shall explain the rationale and cost implications associated with such deviation.

The schematic design submittal shall include at least the following:

- B.4.1.1** Digital site and floor plans (including adjacencies and room locations);
- B.4.1.2** Preliminary building elevations and sections;
- B.4.1.3** Plan-to-Program Comparison;
- B.4.1.4** Preliminary LEED Scorecard;
- B.4.1.5** Design Narrative; and
- B.4.1.6** A preliminary description of proposed building system upgrades (i.e. HVAC, roofs, windows, kitchen equipment, etc.). With regard to any proposed building system upgrade, the package shall include a narrative description of the proposed system as well as an estimated line item cost.

**B.4.2 Schematic Budget Update.** Concurrent with submission of the schematic design, the Design-Builder shall submit a budget update. The budget update shall be submitted in the same format as the Preliminary Budget Estimate and shall show variations from Preliminary Budget Estimate. To the extent the budget update shows an overrun from the approved budget, the Design-Builder shall submit value engineering suggestions that would return the project to budget. Only the Deputy Director shall have the authority to increase the project budget, and absent such direction, the Design-Builder shall proceed on the assumption that the budget remains as originally directed by the Deputy Director.

**B.4.3 Design Development.** The Design-Builder shall cause its consultants to prepare a set of design development documents that is a logical development of the approved schematic design and is consistent with the Department's schedule, budget and programmatic requirements. The design development documents shall contain at least the level of detail contemplated in the AIA standard contract and shall contain such detail as is typically required for a schematic design under the AIA Best Practices. The design submittal shall specifically identify any deviations from the approved schematic design and shall explain the rationale and cost implications associated with such deviation.

The design development submittal shall include at least the following:

- B.4.3.1** Develop detailed and dimensioned plans, wall sections, building section, and schedules;
- B.4.3.2** Draft specifications for materials, systems, equipment;
- B.4.3.3** Complete code compliance analysis and drawing;
- B.4.3.4** Space-by-space equipment layouts for key spaces. As part of the design development phase, the Design-Builder and/or its design component shall confer with representatives from the Chancellor's Office and DGS regarding these layouts to confirm that they are acceptable to DCPS;
- B.4.3.5** A preliminary lay-out of for furniture, fixtures, and equipment;
- B.4.3.6** Preliminary designs for approved building system upgrades. With regard to HVAC systems, the submission should include: (i) a detailed description of the proposed mechanical systems; (ii) their general layout, including 'Single-Line Diagrams' (aka 'Riser Diagrams'); and (iii) and any required load calculations. The HVAC design solution would also include preliminary layouts of other major components of the HVAC system, including the type and location of energy recovery units (ERUs), VAV boxes, condensing units, and any related system appurtenances; and
- B.4.3.7** Updated LEED scorecard.

**B.4.4 Permits.** The Design-Builder shall be responsible for preparing and submitting all of the required permit applications that are necessary to complete the project. The Design-Builder shall develop a list of the required permits and shall track the progress of all such permits through the review process. The Design-Builder shall engage such permit expeditors as the Design-Builder deems necessary or appropriate in light of the project's schedule.

**B.4.5 Entitlements.** The Design-Builder shall cause its design consultants to prepare such materials and make such presentations as are necessary to obtain the required land use and entitlement approvals. Approvals may be required from (i) the Office of Zoning, (ii) the Office of Planning, and the (iii) the Commission on Fine Arts. Given the nature of the work, it is not envisioned that such approvals will require extensive hearings or submissions.

## **B.5 GMP Formation**

The Design-Builder shall provide the Department with a guaranteed maximum price based on the design development documents (the, "GMP"). The GMP shall be agreed upon in the manner set forth in this **Section B.5**.

**B.5.1 Develop Bidders List.** Within fifteen (15) days after the completion of the schematic design, the Design-Builder shall submit to the Department for its review and approval a written submission on the proposed subcontractor bidding procedures. These procedures shall include: (i) a list of proposed trade packages; (ii) a list of trade subcontractors that will be invited to bid on each such package; and (iii) a narrative description of the process. At least three (3) potential subcontractors shall be identified for each trade package. In addition to the information normally required in such bids, the Design-Builder shall also require subcontractors to provide an estimate of the percentage of labor hours performed in completing the subcontracted work that will be performed by District of Columbia Residents. A copy of this deliverable shall be provided to both the COTR and the Contracting Officer.

**B.5.2 Manage Bidding Process.** The Design-Builder shall manage the trade bidding process in accordance with the approved bidding procedures and shall use commercially reasonable best efforts to obtain at least three (3) qualified and bona fide bids for each trade package in excess of One Hundred Thousand Dollars (\$100,000). The Design-Builder shall carefully document its procedures for making available bid packages to potential bidders, the contents of each bid package, discussions with bidders at any pre-bid meetings, bidders' compliance with bid requirements, all bids received, the Design-Builder's evaluations of all bids, and the basis for the Design-Builder's recommendation as to which bidders should be chosen. The Department shall be afforded access to all such records at all reasonable times so that, among other things, it may independently confirm the Design-Builder's adherence to all Contract requirements including, without limitation, affirmative action requirements and subcontracting requirements.

**B.5.3 Prepare Bid Tabs.** The Design-Builder shall provide the Department with an analysis of the bids received as well as a copy of each such bid. To the extent that the Design-Builder's award recommendation is based on scoping adjustments, the Design-Builder shall clearly identify the scoping adjustment and the need for such adjustments. In general, the bid tab shall

be presented in tabular format that compares the bids received and any other relevant information (i.e. exclusions, past performance history, etc.).

**B.5.4 Submission of GMP Proposal.** Based on the trade bids, the Design-Builder shall submit a GMP Proposal to the Department. The GMP Proposal shall include the following elements:

**B.5.4.1** A list of Drawings, Specifications, addenda and General, Supplementary and other Conditions on which the Guaranteed Maximum Price is based.

**B.5.4.2** A list of Unit Prices and Allowance items as well as a statement of their basis.

**B.5.4.3** Assumptions and clarifications made in preparing the GMP, noting in particular any exclusions. The assumptions and clarifications shall take precedence over the drawings and specifications. The Design-Builder shall prepare a separate memorandum that highlights any differences between the then approved drawings and the modifications made in the assumptions and clarifications. Such memorandum shall specifically address any changes in the Project's aesthetics, functionality or performance.

**B.5.4.4** The proposed GMP, including a statement of the detailed cost estimate organized by trade categories, allowances, contingency, and other items and the fees that comprise the GMP.

**B.5.4.5** An update to the Project's schedule to which the Design-Builder will agree to be bound. This update shall be prepared in the same level of detail and in the same manner as the Baseline Schedule.

**B.5.4.6** A CBE Utilization Plan setting forth the names and estimated dollar volume of the work that will be performed by small, local and disadvantaged business enterprises, as certified by the Department of Small and Local Business Development, upon which the GMP is based.

**B.5.5 Approval of GMP.** The Department and the Design-Builder shall meet to negotiate over the terms of the GMP Proposal. Unless the Department accepts the GMP Proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Design-Builder, the GMP Proposal shall not be deemed accepted by the Department. The GMP shall be subject to review and approval by the Council for the District of Columbia and shall not be effective until so approved. In the event that the Department and the Design-Builder are unable to agree upon the GMP or the schedule for the Project, the Department shall have the right to terminate the contract and assume any trade subcontracts held by the Design-Builder. In such an event, the Design-Builder shall only be entitled to Fifty (50%) of the Preconstruction Fee.

**B.5.6 Self-Performed Work.** The Design-Builder and its affiliates may not carry out trade work with its own forces without the Department's written permission, which permission may be withheld or conditioned by the Department in its sole and absolute judgment.

## **B.6 Early Release/Abatement & Demolition**

**B.6.1 Abatement & Selective Demolition.** Once the schematic design has been approved, the Department will release the Design-Builder to commence hazardous material abatement and interior demolition. It is envisioned that this work will be released in advance of the GMP and that such work will be performed in January and February of 2017.

**B.6.2 Long Lead Materials.** The Department will release funding for long-lead items once the design development documents have been approved. If the Design-Builder believes an earlier release is required in order to meet the Project schedule, it shall advise the Department and make a recommendation as to the requested release date. Any decision to authorize an early release shall be made by the Department in its sole and absolute discretion.

## **B.7 Construction Documents & Construction Administration**

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

**B.7.1 Mid-Point Construction Document Review.** Based on the approved design development documents and any approved value engineering, the Design-Builder shall prepare a set of construction documents. It is contemplated that the construction documents will be issued in several different sets (i.e. architectural, electrical, mechanical, structural, etc.). As each such set reaches a point where it is approximately fifty percent (50%) complete, the Design-Builder shall prepare and submit a progress printing to the Department for its review and comment.

**B.7.2 Construction Document Review & Coordination.** The Design-Builder shall complete each of the construction document packages in a manner that addresses the concerns raised by the Department during the review contemplated in Section B.7.1 for such package. The Design-Builder shall to issue one or more set of permit documents to the Department for its review and approval. With regard to each such set, the Design-Builder shall highlight (or bubble) any aspect of the design that represents a material deviation from the approved design development documents and shall address in a narrative format the impact, if any, such departure shall have on the Project's aesthetics, functionality or performance. The Department shall have the right to disapprove the construction documents for any reason. If, however, the Department disapproves a construction document that is a logical extension of the approved design development documents, such disapproval shall be deemed a change event. In the event the Department does not approve a document within fourteen (14) days after issuance, such document shall be deemed approved unless the Department advises that such document is still under review. In the event the Department's review takes longer than fourteen (14) days, such additional review shall be deemed a change event.

**B.7.3 Code Review.** The Design-Builder shall submit a permit set of documents to the Department of Consumer and Regulatory Affairs in order to obtain the necessary building permits to construct the Project. The Design-Builder shall monitor the permit process and shall o

incorporate any changes or adjustments required by the Code Official. The Design-Builder shall also issue any such changes to the Department for its review and approval. In this submittal, the Architect shall highlight (or bubble) any aspect of the design that represents a material deviation from the permit set documents and shall address in a narrative format the impact, if any, such departure shall have on the Project's aesthetics, functionality or performance.

**B.7.4 Design Changes.** If it should become necessary to amend any of the approved construction drawings, the Design-Builder shall prepare an amendment to the drawings and shall submit such amendment to the Department for its review and approval. In this submittal, the Design-Builder shall highlight (or bubble) any aspect of the design that represents a material deviation from the permit set documents and shall address in a narrative format the impact, if any, such departure shall have on the Project's aesthetics, functionality or performance. In the event the Department does not approve a document within ten (10) business days after issuance, unless otherwise denied, such document shall be deemed approved, provided however that the Department has not advised that such document is still under review.

## **B.8 Construction Activities**

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

**B.8.1 Substantial Completion Date.** The work shall be Substantially Complete no later than August 1, 2017. For purposes of this requirement, the term "Substantially Complete" shall mean that all of the following have occurred: (1) the construction and installation work have been completed with only minor punch list items remaining to be completed; (2) a temporary certificate of occupancy and all other required permits or approvals have been obtained; (3) draft copies of all operating and maintenance manuals, training videos and warranties required by the contract have been delivered to the Department; (4) any supplemental training session required by the contract for operating or maintenance personnel have been scheduled; (5) all clean-up required by the contract has been completed; (6) the Project is ready for the Department to use it for its intended purpose; and ; and (7) all equipment, supplies, materials and items to be installed have been installed in accordance with the manufacturer's specifications and industry standards and have undergone and passed the requisite testing and inspections. "Minor punch list items" are defined for this purpose as items that, in the aggregate, can be completed within thirty (30) days without interfering with the Department's normal use of the Project.

**B.8.2 Drawings & Specifications.** All of the work shall be constructed in strict accordance with the final construction documents issued for and approved by the Department.



**B.8.3 Compliance with Other Requirements.** In implementing the work, the Design-Builder and its subcontractors shall comply with all of the applicable provisions of the Standard Contract Provisions as well as the requirements set forth in **Sections B.8** (Site Safety), **B.9** (Workhours; Coordination with DCPS and the Community), and **B.10** (Quality Control Plan) of this RFP.

**B.8.4 Site Office.** Throughout the work, the Design-Builder shall provide and maintain a fully-equipped construction office on the Project site.

**B.8.5 Supervision.** Throughout the work, the construction office shall be manned 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.

**B.8.6 Weekly Progress Meetings.** Throughout the work, the Design-Builder shall conduct weekly progress meetings following a contractor generated agenda with the Department's program manager and key trade subcontractors. The Design-Builder shall draft and circulate the meeting minutes on a weekly basis.

**B.8.7 Move-in Assistance.** The Design-Builder shall assist DCPS in relocating FF&E and other items from the existing building to the new building. The GMP shall include an allowance and scope of work for these activities.

**B.8.8 Delay Liquidated Damages.** In addition to the liquidated damages provided for in Sections B.17.2. relating to Key Personnel, and B.2.6 relating to deliverables, if the Scope of Work is not Substantially Complete by August 1, 2017, the Design-Builder shall be subject to liquidated damages in an amount of Two Thousand Five Hundred Dollars (\$2,500) per day. These damages shall not apply if the delay is the result of Force Majeure and the Design-Builder otherwise complies with the provisions set forth in the Standard Contract Provisions.

**B.8.9 Hazardous Materials.** The Design-Builder's scope of work includes the abatement and removal of hazardous materials found within the existing building. In performing such work, the Design-Builder shall comply with all laws, including, without limitation, the requirements of the EPA and all jurisdictional agencies as well as all laws relating to safety, health welfare, and protection of the environment, in removing, treating, encapsulating, passivating, and/or disposing of hazardous materials, including, but not limited to, removal, treatment, encapsulation, passivation, and/or disposal of the hazardous materials. If any notices to governmental authorities are required, the Design-Builder shall also give those notices at the appropriate times. The Design-Builder shall ensure abatement subcontractors and disposal sites are appropriately licensed and qualified. In addition, the Design-Builder shall ensure that any subcontractors involved in the abatement of hazardous materials maintain a contractor's pollution legal liability insurance policy of at least Two Million Dollars (\$2,000,000) for the duration of the Project and a period of three (3) years after Substantial Completion of the Project, and that any disposal site to which hazardous materials are taken carries environmental impairment liability insurance for the duration of the Project and a period of three (3) years after Substantial Completion of the

Project. The Design-Builder's obligations under this paragraph shall include signing (as the agent for the Department) any manifests required for the disposal of hazardous materials.

**B.8.10 Salvage Value.** In general, the salvage value of construction material located in the existing building shall accrue to the Design-Builder and/or its subcontractor. However, the Department shall be entitled to the value of any piece of equipment (such as chillers, computers, etc.) that remain in the existing building to the extent that such piece equipment has a salvage value of more than \$25,000.

## **B.9 Site Safety**

**B.9.1 General Responsibility.** The Design-Builder shall provide a safe and efficient site, with controlled access. As part of this obligation, the Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project.

**B.9.2 Safety Plan.** Prior to the start of construction activities, the Design-Builder shall prepare a safety plan for the construction phase conforming to OSHA 29 CFR 1926 (such plan, the "Safety Plan." The Design-Builder shall develop a plan that describes the proposed separation and the specific nature of the safety measures to be taken including fences and barriers that will be used as well as the site security details. This plan will be submitted to the Department and DCPS for their review and approval prior to the commencement of construction. Once such plan has been approved, the Design-Builder shall comply with it at all times during construction. The Design-Builder shall be required to revise the plan as may be requested by the Department or DCPS. The cost of revising and comply with the plan shall not entitle the Design-Builder to an increase in the GMP.

**B.9.3 Safety Barriers/Fences.** As part of its responsibility for Project safety, the Design-Builder shall install such fences and barriers as may be necessary to separate the construction areas of the site from those areas that are then being used by DCPS for educational purposes. The Design-Builder shall describe in the Safety Plan the proposed separation and the specific nature of the fences and barriers that will be used.

**B.9.3 Site Security.** The Design-Builder shall be responsible for site security and shall be required to provide such watchman as are necessary to protect the site from unwanted intrusion.

**B.9.4 Exculpation.** The right of the Department and DCPS to comment on the Safety Plan and the nature and location of the required fences and barriers shall in no way absolve the Design-Builder from the obligation to maintain a safe site.

## **B.10 Workhours; Coordination with DCPS and Community**

**B.10.1 Workhours.** The Design-Builder shall comply with the Noise Ordinance and neither it nor its subcontractors shall undertake work on the Project site other than at the times and sound level permitted by the Noise Ordinance.

**B.10.2 Parking.** The Design-Builder shall organize its work in such a manner so as to minimize the impact of its operations on the surrounding community. To the extent that the number of workers on the site is likely to have an adverse impact on neighborhood parking, the Design-Builder shall develop a parking plan for those individuals working on the site that is reasonably acceptable to the Department.

**B.10.3 Wheel Washing Stations.** The Design-Builder shall provide wheel washing stations on site so as to prevent the accumulation of dirt and other refuse on the streets surrounding the Project site.

**B.10.4 Outreach Plan.** The Design-Builder shall keep the Department informed of the construction activities and their potential impact on the community. The Design-Builder shall submit the plan to the Department prior to its implementation and such plan shall be subject to the Department's review and approval.

## **B.11 Quality Control Plan**

**B.11.1 General Obligation.** The Design-Builder shall be responsible for all activities necessary to manage, control, and document work to ensure compliance with contract documents. The Design-Builder's responsibility includes ensuring adequate quality control services are provided by the Design-Builder's employees and its subcontractors at all levels. The work activities shall include safety, submittal management, document reviews, reporting, and all other functions related to quality construction.

**B.11.2 Quality Control Plan.** Within forty five (45) days after the design development documents are approved, the Design-Builder shall develop a quality control plan for the Project (the, "**Quality Control Plan**"). A draft of the Quality Control Plan shall be submitted to the Department and shall be subject to the Department's review and approval. The Quality Control Plan shall be tailored to the specific products/type of construction activities contemplated in the design development documents, and in general, shall include a table of contents, quality control team organization, duties/responsibilities of quality control personnel, submittal procedures, inspection procedures, deficiency correction procedures, documentation process, and a list of any other specific actions or procedures that will be required for key elements of the work.

**B.11.3 Implementation.** During the construction phase, the Design-Builder shall perform regular quality control inspections and create reports based on such inspections. These quality control reports shall be provided to the Department electronically on a monthly basis. The Design-Builder shall incorporate a quality control section in the progress meetings to discuss outstanding deficiencies, testing/inspections, and upcoming Work. The monthly report shall include a detailed summary of the steps that are being employed to provide quality construction and workmanship. The monthly report should specifically address issues raised during the month and outline the steps that are being used to address such issues.

## **B.12 Project Close-out**

**B.12.1 Punchlist.** Promptly after Substantial Completion, the Design-Builder cause the Project Architect shall develop a punchlist. Once the punchlist is prepared, the Design-Builder shall inspect the work along with representatives from the Department. The punchlist shall be revised to reflect additional work items that are discovered during such inspection. The Design-Builder shall correct all punchlist items no later than ninety (90) days after substantial completion is achieved.

**B.12.2 Training.** The Design-Builder shall provide training to DCPS staff on all of the building systems. The Design-Builder shall be required to schedule such training sessions and shall use commercially reasonable efforts to ensure all such training occurs prior to August 10, 2017.

**B.12.3 Warranties & Manuals.** Subsequent to Substantial Completion and no later than August 15, 2017, the Design-Builder shall prepare and submit the following documentation: (i) a complete set of product manuals (O&M), training videos, warranties, etc.; (ii) attic stock; (iii) an equipment schedule; (iv) a proposed schedule of maintenance for the new building; (v) environmental, health and safety documents for the new building; and (vi) all applicable inspection certificates/permits (boiler, elevator, emergency evacuation plans, health inspection, etc.) for the new building. No later than September 15, 2017, the Design-Builder shall prepare and submit: (x) a complete set of its Project files; and (y) a set of record drawings.

**B.12.4 Eleven Month Walk.** The Design-Builder shall use commercially reasonable efforts to schedule a joint inspection of the Project during the eleventh month after Substantial Completion is achieved. During such inspection, the Design-Builder and a representative of the Department shall walk the Project to identify any necessary warranty work.

**B.12.5 Support for Initial Heating & Cooling Season.** The Design-Builder and its mechanical subcontractor shall provide support to DCPS and the Department during system start-up and in initial operation for the first heating and cooling season after Substantial Completion is achieved.

**B.13 Cost Plus an Award Fee Contract.** The contract resulting from this RFP will be a cost plus an award fee type of contract with a guaranteed maximum price. Allowable cost are defined in **Section B.14** of this RFP. **Section B.15** defines entitlement to the Award Fee.

## **B.14 Reimbursable Costs**

**B.14.1 Reimbursable Costs.** The following costs shall be reimbursable at cost and without mark-up:

**B.14.1.1** Payments made by the Design-Builder to subcontractors and suppliers, but only in accordance with the subcontracts and supply agreements;

**B.14.1.2** The Cost of General Conditions (as defined below), subject however to the Maximum Cost of General Conditions;

- B.14.1.3** All amounts due to the Design-Builder under the terms of the Department's written authorization for the Design-Builder to perform any portion of the Work as Self-Performed Work. If an authorization for the Design-Builder to engage in Self-Performed Work is not on a fixed-price basis, then, as to that Work, the following costs shall be within the Cost of the Work:
- (a) **Labor.** Properly documented wages actually paid to Project foremen, construction workers, and other personnel in the direct employ of the Design-Builder, while engaged in approved Self-Performed Work, together with contributions, assessments, payroll taxes, or fringe benefits required by the laws or applicable collective bargaining agreements.
  - (b) **Incorporated Materials.** The cost, net of trade discounts, of all materials, products, supplies and equipment incorporated into the Self-Performed Work, including, without limitation, costs of transportation and handling.
  - (c) **Unincorporated Materials.** The cost of materials, products, supplies and equipment not actually installed or incorporated into the Self-Performed Work, but required to provide a reasonable allowance for waste or spoilage, subject to the Design-Builder's agreement to turn unused excess materials over to the Department at the completion of the Project or, at the Department's option, to sell the material and pay the proceeds to the Department or give the Department a credit in the amount of the proceeds against the Cost of the Work.
- B.14.1.4** Royalty and license fees paid for use of a design, process or product, if its use is required by this contract or has been approved in advance by the Department;
- B.14.1.5** Fees for obtaining all required approvals or permits associated with the abatement, demolition, utilities abandonment, and utility relocation, as well as all trade permit fees as well as the building permit fee;
- B.14.1.6** Cost of the Architect's contract reimbursed at cost and without markup; provided, however, that such costs shall not exceed the Design Budget set forth in the Offeror's bid. Any amounts in excess of the Design Budget shall not be reimbursable as a Cost of Work;
- B.14.1.7** All fees and other costs necessarily incurred to carry out testing and inspection required by the contract or applicable laws, or otherwise to maintain proper quality assurance. The costs the Design-Builder incurs to schedule and coordinate any additional testing and inspections the Department may decide to conduct itself shall be reimbursable unless the additional testing establishes that the Work

tested was defective or otherwise failed to satisfy contract requirements, in which case the Design-Builder shall pay the costs, without reimbursement;

**B.14.1.8** All bonds to jurisdictional agencies (utilities, storm water management, land disturbance, and grading); and

**B.14.1.9** All performance and payment bonds and general liability insurance. The Department may, in its sole discretion, allow the Design-Builder to recover the costs of subcontractor default insurance at a mutually agreed upon rate in lieu of trade level bonds, provided that such insurance be approved by the Department in advance and after being presented with a cost-benefit analysis of such use.

**B.14.2 Cost of General Conditions.** The Design-Builder's general condition costs shall be reimbursable at cost and without mark-up. Only the following items, however are reimbursable. Any other items or expenses are non-reimbursable and the Design-Builder shall look to its fee to cover any additional cost items.

**B.14.2.1** The cost of "construction staff". The term construction staff shall mean the Project Executive, project managers and superintendents assigned to the project, administrative and professional staff performing scheduling, cost estimating and accounting services assigned on a full-time basis to the Project site;

**B.14.2.2** Fringe Benefits associated with construction staff;

**B.14.2.3** Payroll taxes and payroll insurance associated with construction staff;

**B.14.2.4** Staff costs associated with obtaining permits and approvals;

**B.14.2.5** Out-of-house consultants;

**B.14.2.6** The field office for the Design-Builder including but not limited to: (i) trailer purchase and/or rent; (ii) field office installation, relocation and removal; (iii) utility connections and charges during the Construction Services Phase; (iv) furniture; (v) office supplies;

**B.14.2.7** Office equipment including but not limited to: (i) computer hardware and software; (ii) fax machines; (iii) copying machines; (iv) telephone installation, system and use charges; (v) job radios;

**B.14.2.8** Local delivery and overnight delivery costs; and

**B.14.2.9** First aid facility.

**B.14.3 Non-Reimbursable Costs.** The following costs shall not be reimbursable:

- B.14.3.1** Any personnel or labor costs other than those provided for in **Section B.14.1.3 (a)** or **B.14.2.1**.
- B.14.3.2** Fees for any permits or licenses the Design-Builder requires to conduct its general business operations.
- B.14.3.3** Capital expenses and interest on capital employed for the Work.
- B.14.3.4** The cost of home or regional offices, it being understood that compensation for such costs is included in the Design-Build Fee and Award Fee.
- B.14.3.5** Sales or use taxes, unless the Design-Builder establishes that applicable law required payment of such taxes.
- B.14.3.6** Costs due to the errors or omissions of the Design-Builder or its subcontractors or suppliers at all tiers, negligent or otherwise.
- B.14.3.7** Costs due to breach of Contract by the Design-Builder or its subcontractors or material suppliers at all tiers, including, without limitation, costs arising from defective or damaged Work or its correction, disposal of materials or equipment erroneously supplied, and repairs to property damaged by the Design-Builder or its subcontractors or material suppliers at all tiers.
- B.14.3.8** Any costs incurred in performing work of any kind before Notice to Proceed, unless specifically authorized by the Department in advance and in writing.
- B.14.3.9** Direct or indirect costs of any kind, except those expressly included in **Section B.14.1**.

**B.15 Design-Build Fee & Award Fee Calculations**

The Design-Builder's compensation shall consist of the Preconstruction Fee and the Design-Build Fee bid by selected Offeror. In addition, the Design-Builder shall be entitled to recover at cost and without mark-up (i) its Design Budget, as defined in **Section A.3**, and (ii) its Costs of General Conditions as is defined in **Section B.14.2**; subject, however, to the Design Budget and the Maximum Cost of General Conditions bids by the selected Offeror which limits shall serve as a cap on the design budget and the cost of general conditions, respectively. The Design-Builder shall only be entitled to 50% of the Preconstruction Fee if the Design-Builder and the Department are unable to agree to a GMP, as set forth in more detail in the Design-Build Agreement. Entitlement to the Design-Build Fee shall be determined as set forth in this **Section B.15**.

**B.15.1 Base Design-Build Fee.** The Design-Build Fee shall be divided into two categories. Sixty percent (60%) of the Design-Build Fee shall be referred to as the **Base Design-Build Fee** and the remaining forty percent (40%) shall be used to fund the **Award Fee Pool**. The Base Design-Build Fee shall be paid in monthly progress payments with fifteen percent (15%) of the Base Design-Build Fee being allocated to the preconstruction phase of the Project, eighty five percent (85%) being allocated to the construction phase. Each of those amounts shall be paid in equal monthly installments spread over the duration of each such phase. To the extent that the contract duration is extended, the then remaining amounts of the Base Design-Build Fee will be re-allocated such that the then existing portion of the Base Design-Build Fee allocated to each phase shall be evenly spread over the then remaining duration of the phase.

**B.15.2 Maximum Cost of General Conditions.** The Maximum Cost of General Conditions shall be the maximum amount that will be reimbursed by the Department for those costs described in **Section B.14.2**. The Maximum Cost of General Conditions shall not be increased or decreased as a result of Change Orders or Change Directive unless such changes (i) extend the duration of the Project beyond Labor Day of 2017; and (ii) the Design-Builder can demonstrate to the satisfaction of the Department that such additional Cost of General Conditions are necessary and not due to any fault of the Design-Builder, its Subcontractors, materialmen, consultants or anyone making claims thereunder. To the extent the Design-Builder incurs General Conditions costs in excess of the Maximum Cost of General Conditions, the Design-Builder shall not be entitled to reimbursement for such amounts. In such an event, the Design-Builder shall be required to adequately staff the Project.

**B.15.3 Award Fee Pool.** Forty percent of the Design-Build Fee shall be used to fund the Award Fee Pool.

**B.15.4 Award Fee Determination.** The Design-Builder shall be entitled to amounts within the Award Fee Pool as follows:

**B.15.4.1** If a GMP is agreed upon by the Design-Builder and the Department on or before March 15, 2017, the Design-Builder shall earn twenty five percent (25%) of the Award Fee Pool.

**B.15.4.2** If the GMP agreed upon is less than \$7.1 million, or \$11 million in the event the Department elects all of the add/alternates, the Design-Builder shall earn twenty five percent (25%) of the Award Fee Pool.

**B.15.4.3** The Design-Builder shall be eligible to earn up to twenty five percent (25%) of the Award Fee Pool based on the overall level of quality of the Project as delivered (such amount, the "**Quality Incentive Amount**"). Entitlement to this portion of the Award Fee Pool shall be determined by the Award Fee Evaluation Committee. 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 construction 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.

**B.15.4.4** If the Design-Builder achieves Substantial Completion of the Project on or before August 1, 2017, the Design-Build Fee and the final amount due to the Design-Builder (inclusive of the Preconstruction Fee, the Design Budget, the earned portions of the Award Fee, the Base Design-Build Fee and the Cost of General Conditions) is less than One Hundred Three percent (103%) or the GMP as originally established, the Design-Builder shall earn twenty five percent (25%) of the Award Fee Pool. 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 Design-Builder shall not be entitled to earn such portion of the Award Fee Pool even if the failure to deliver on-time or within the 103% cost goal was caused by DCPS, the Department, delays resulting from the permitting or zoning process, or an event of Force Majeure.

## **B.16 Excluded Cost Elements**

## **B.17 Key Personnel; Diversion**

**B.17.1 Identification of Key Personnel.** The following individuals shall be considered key personnel: (i) the Project Executive; (ii) the Field Superintendent; (iii) the project manager who will supervise the interior design and work; (iv) the project manager who will supervise the MEP work; and (v) the individual that will manage quality control and interact with DGS' quality control representative. The Design-Builder will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement.

**B.17.2 Key Personnel Liquidated Damages.** If the Design-Builder removes or reassigns one of the key personnel (excluding, however, instances where such personnel become unavailable due to death, disability, or separation from the employment of the Design-Builder or any affiliate of the Design-Builder) without the prior written consent of the Department's Designated Representative, the Design-Builder shall pay to the Department the sum of Twenty Five Thousand Dollars (\$25,000) as liquidated damages. These liquidated damage amount shall not bar recovery of any other damages, costs or expenses other than the Department's internal administrative costs. In addition, the Department shall have the right, to be exercised in its sole discretion, to remove, replace or to reduce the scope of services of the Design-Builder in the event that a member of the key personnel has been removed or replaced by the Design-Builder without the consent of the Department.

## **B.18 Deliverable List**

The Design-Builder shall be required to prepare and submit the following:

### **B.18.1 Design and Preconstruction Deliverables**

- .1 Project Schedule.
- .2 List of Long Lead Items that could adversely impact the Project's schedule and recommendations for purchase.
- .3 Concept Cost Estimate and Concept Designs.
- .4 Schematic Cost Estimate and Schematic Design (30% submission).
- .5 Design Development Cost Estimate and Design Development Documents (60% submission).
- .6 Construction Documents Cost Estimate and Construction Documents (90% submission).
- .7 Construction Documents, including 90% plan review responses (95% submission)
- .8 Construction Documents (100% submission).
- .9 List of subcontractors from which the Design-Builder intends to solicit bids and bidding procedure.
- .10 Trade bid tabulations, including all subcontractor proposals.
- .11 Report outlining value engineering strategies.
- .12 GMP Proposal.
- .13 Construction Phase Baseline Schedule.
- .14 Statement of constructability within ten (10) days of the conclusion of the Design and Preconstruction Phase, executed by both the Design-Builder and the Project Architect.

### **B.18.2 Construction Deliverables**

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

### **B.18.3 Close-Out Deliverables**

- .1 a complete set of its 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.).

### **B.19 Conformance with Laws**

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

## SECTION C ECONOMIC INCLUSION

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

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

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

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

#### **C.1.2 Preferences for Certified Joint Ventures**

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

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

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

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

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

## **C.2 Subcontracting Plan**

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

### **C.2.1 Subcontracting Plan Requirements**

#### **Mandatory Subcontracting Requirements**

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

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

### **C.2.2 Subcontracting Plan**

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

Each subcontracting plan shall include the following:

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

### **C.2.3 Copies of Subcontracts**

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

### **C.2.4 Subcontracting Plan Compliance Reporting.**

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

- a. The price that the prime Contractor will pay each subcontractor under the

subcontract

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

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

### **C.2.5 Annual Meetings**

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

### **C.2.6 Notices**

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

### **C.2.7 Enforcement and Penalties for Breach of Subcontracting Plan**

- 1. A Contractor shall be deemed to have breached a subcontracting plan required by law, if the Contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.
- 2. Contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
- 3. If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **Clause 8 of the SCP, Default.**

### **C.2.8 CBE as Prime Contractor**

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

### **C.3 Residency Hiring Requirements for Contractors and Subcontractors**

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

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

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

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

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

### **C.4 Apprenticeship Act**



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

## **SECTION D EVALUATION AND AWARD CRITERIA**

### **D.1 Evaluation Process**

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

### **D.2 Evaluation Committee**

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

### **D.3 Oral Presentation**

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

#### **D.3.1 Length of Oral Presentation**

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

#### **D.3.2 Schedule**

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

### **D.3.3 Offeror Attendees**

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

### **D.3.4 Topics**

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

## **D.4 Proposal Evaluation**

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

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

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

### **D.4.2 Builder's Key Personnel (10 points)**

The Department desires that the Design-Builder assign the appropriate number of personnel having the necessary seniority to implement a project of this type. The personnel should have experience working together and each such individual should have the necessary level of experience and education for his or her proposed role. Proposals should identify, at a minimum,

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

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

The Department desires to engage a design-builder with a design component that possesses the experience necessary to realize the objectives set forth in the RFP. The design component of each Design-Builder will be evaluated based on their demonstrated experience in: (i) the design of projects in an urban setting; (ii) adaptive reuse and renovation of historic buildings; (iii) cost estimating and value engineering/management; and (iv) knowledge of the local regulatory agencies and Code Officials. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. This element of the evaluation will be worth up to ten (10) points.

#### **D.4.4 Architect/Engineer Key Personnel (10 points)**

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

#### **D.4.5 Price (20 points)**

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

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

Offerors are required to submit with their proposal a Management Plan. The Management Plan should clearly explain how the Design-Builder intends to manage and implement the Project. At

a minimum, it should (i) outline the procedures that the Offeror will use during the pre-construction phase to guide the design so as to ensure that it will stay within the Department's budgetary constraint; (ii) outline the purchasing procedures that will be used to maximize competition and manage cost constraints; (iii) outline the procedures that will be used during the construction phase to minimize change orders and maximize Project quality; (iv) identify the key personnel and their specific roles in managing the Project.

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

This element of the evaluation is worth up to forty (40 points).

## **SECTION E PROPOSAL ORGANIZATION AND SUBMISSION**

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

### **E.1 Submission Identification**

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

### **E.2 Delivery or Mailing of Submissions**

Submissions should be delivered or mailed to:

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

### **E.3 Date and Time for Receiving Submissions**

Submissions shall be received no later than 2:00 p.m. on **September 15, 2016**. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

### **E.4 Submission Size, Organization and Offeror Qualifications**

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

#### **E.4.1.1 Executive Summary**

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

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

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

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

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

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

#### **E.4.1.3 Relevant Experience and References**

- A. Detailed descriptions of no more than eight (8) projects that best illustrate the team's experience and capabilities relevant to this project. For each such project, the Offeror should provide the information requested below:
  - (i) The name and location of the project.
  - (ii) The square footage of the project
  - (iii) A short narrative of the scope of the contractor's work on the project.
  - (iv) The delivery method implemented on the project.
  - (v) The start and end dates for construction.
  - (vi) The date of builder's engagement and point during the design process at which builder was engaged (e.g., schematic design 50% complete; schematic design 100% complete, etc.).
  - (vii) The initial substantial completion date and initial contract value, also noting the contract type (i.e., GMP, NTE or Lump Sum).
  - (viii) The level of completion of design documents that the initial contract value was based on.
  - (ix) The actual substantial completion date and the final contract value.
- B. The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms (**Attachment K**) are completed and submitted on behalf of the Offeror directly to **Farhad Rezaei** by the due date for proposals.
- C. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture.

#### **E.4.1.4 Project Management Plan**

The Project Management Plan should contain the information requested in **Section D.4.4** of the RFP.



#### **E.4.1.5 SBE Subcontracting Plan**

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

#### **E.4.1.6 First Source Employment Agreement**

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

#### **E.4.1.7 Preliminary Project Schedule**

Each Offeror should prepare a preliminary project schedule (the “Baseline Schedule”) that shows how the Offeror intends to complete the Project in a timely manner. The Baseline Schedule shall be subject to review and approval by the Department and the Design-Builder shall incorporate such adjustments to the Baseline Schedule as may be reasonably requested by the Department. The Baseline Schedule shall be prepared in a CPM method and be developed in a sufficient level of detail so as to permit the affected parties (i.e. the Department, the Architect and the Design-Builder) to properly plan the Project, and shall show: (i) key design milestones and bid packages; (ii) release dates for long lead items; (iii) release dates for key subcontractors; and (iv) substantial and final completion dates. The preliminary schedule must also be submitted in Primavera 6 native format, and upon award, shall be updated by the Design-Builder, at a minimum, on a bi-weekly basis. The schedule should demonstrate that the Offeror understands the project and has a workable method to deliver the project in a timely manner.

### **E.4.2 Price Proposal**

The Price proposal shall be organized as follows:

#### **E.4.2.1 Bid Form**

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

#### **E.4.2.2 Bidder-Offeror Certification Form**

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

#### **E.4.2.3 Tax Affidavit**

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

#### **E.4.2.4 Bid Bond**

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

## **SECTION F            BIDDING PROCEDURES & PROTESTS**

### **F.1     Contact Person**

For information regarding this RFP please contact:

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

Any written questions or inquiries should be sent to [NAME] at the address above.

### **F.2     Preproposal Conference**

A preproposal conference will be held on August 23, 2016 12:30 p.m. The conference will be Department of General Services, 1250 U Street NW, 4th floor, Washington, DC 20009. Interested Offerors are strongly encouraged to attend.

### **F.3     Explanations to Prospective Offerors**

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

Requests should be directed to **Farhad Rezaei** at the address listed in Section F.1 no later than the close of business on **August 29, 2016**. The person making the request shall be responsible for prompt delivery.

#### **F.4 Protests**

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

#### **F.5 Contract Award**

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

#### **F.6 Retention of Submissions**

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

#### **F.7 Examination of Submissions**

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

## **F.8 Late Submissions: Modifications**

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

## **F.9 No Compensation for Preparation of Submissions**

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

## **F.10 Rejection of Submissions**

The Department reserves the right, in its sole discretion:

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

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

#### **F.11 Limitation of Authority**

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

#### **F.12 Non-Responsive Proposals**

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

## **SECTION G INSURANCE REQUIREMENTS**

### **G.1 Required Insurance**

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

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

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

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

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

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

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

### **G.2 Additional Insureds**

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

### **G.3 Waiver of Subrogation**

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

#### **G.4 Strength of Insurer**

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



## **SECTION J            BONDS**

### **J.1     Bid Bond**

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

### **J.2     Trade Subcontractor Bonds**

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

### **J.3     Contractor's Payment and Performance Bond**

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

**Attachment A**

**Interior Condition**

**Attachment B**

**Preliminary Program**

**Attachment C**

**Form of Offer Letter**

**Attachment D**

**Bidder/Offeror's Certification Form**

**Attachment E**

**Tax Affidavit**

**Attachment F**

**Davis-Bacon Wage Rates**

**Attachment G**

**Bid Bond Form**



**Attachment H**

**Standard Contract Provisions**

**Attachment I**

**SBE Subcontracting Plan**

**Attachment J**

**First Source Agreement**

**Attachment K**

**2016 Living Wage Act**

**Attachment L**

**Past Performance Evaluation Form**

**Attachment M**

**Agreement for Design-Build Services**

**Attachment N**

**Notice to Proceed and Letter of Contract**

**Attachment O**

**Bid Guarantee Certification**