

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



**REQUEST FOR PROPOSALS**

**DESIGN BUILD SERVICES FOR  
ST ELIZABETHS EAST CAMPUS  
STAGE 1 PHASE 1 INFRASTRUCTURE IMPROVEMENTS**

**February 12, 2016**

**Proposal Due Date:** April 05, 2016 by 2:00 p.m. EST

**Preproposal Conference  
And Site Visit:** March 02, 2016 at 10:00 a.m. EST

*To be held at:*  
R.I.S.E. DEMONSTRATION CENTER  
2730 Martin Luther King, Jr Ave., SE  
Washington, DC 20032

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**Solicitation Number:** DCAM – 16 – CS - 0084

## **Executive Summary**

The Department of General Services (“Department” or “DGS”) is issuing this Request for Proposals to engage a Design/Build Contractor team to complete the 100% plans and construction documents and construct the Stage 1 Phase 1 Transportation and Infrastructure Improvements project at 1100 Alabama Avenue, SE, Washington DC. The Department has already engaged CH2M (the “Engineer”) to serve as the engineer for the project, and intermediate (65%) design has been prepared. The following Project documents are attached hereto as **Attachment A**: Contract Data and Reports, and Reference Information Documents. Further contract related documents are attached hereto as **Attachment B**: Form of Agreement; and **Attachment C**: Technical Provisions. All of these documents contain important information related to this RFP. The Department intends to assign the Engineer’s contract to the successful Offeror upon award and from that point on the successful Offeror will be responsible for both the design and construction of the Infrastructure Improvements.

St. Elizabeths East Campus is owned by the District of Columbia. The Property has an approved master plan and zoning for over 5 Million square feet of development consisting of proposed new buildings and the adaptive reuse of historic buildings. To assist in achieving the redevelopment of the East Campus, the Deputy Mayor for Planning & Economic Development (DMPED) prepared a master development plan, concept infrastructure plan, and subsequently procured engineering services from CH2M to develop preliminary (30%) plans to District Department of Transportation (DDOT) standards, completed in November 2013 for stage 1 of the infrastructure improvements. DGS has since had CH2M develop intermediate (65%) plans for the Stage 1 Phase 1 infrastructure improvements, dated February 5, 2016.

The redevelopment effort is now transitioning from the Master Planning and the Zoning stage into an implementation phase, and the District is engaged with a Phase 1 Real Estate Development partner, as well as working closely with partner agencies to complete critical site transportation and utility infrastructure to support the Campus redevelopment plan. At this time DMPED is working with the District Department of General Services (DGS) to have DGS lead the final design and construction procurement for the stage 1 phase 1 infrastructure improvements. Among other things, the District has entered into a letter of intent with Monumental Sports & Entertainment pursuant to which an Entertainment and Sports facility will be constructed on parcels 9 and 12 of the East Campus. That facility is intended to be substantially completed no later than July 31, 2018. **Subject to the terms of the final agreement between the Department and the successful Offeror, substantial liquidated damages will be assessed if the Infrastructure Improvements are not substantially completed by that date.**

The subsequent sections of this solicitation outline the design-build work involved to develop the infrastructure plans from the current intermediate (65%) level state of completion through the construction and final completion of the stage 1 phase 1 infrastructure improvements.

The Department's anticipated cost range for the project, including hard and soft costs, is approximately \$45 Million.

### **A.1. Project Delivery Method**

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

During the Preconstruction Phase, the Design/Builder will be required to assume the design contract with the Engineer and to complete the design. As part of this effort, the selected Offeror, working in conjunction with the Engineer, will be required to address any issues raised by the Department of Consumer Regulatory & Affairs (DCRA), other Code Officials, obtain a storm water management permit from the District's Department of Energy and Environment, and prepare the necessary submittals in a manner that is consistent with the Department's schedule, budget, programmatic, and other requirements. The Design/Builder will be required to actively participate in the design process by providing costs, scheduling, identifying long-lead purchasing items and performing constructability reviews. The Department expects that permit documents will be completed in July 2016, and that construction will begin in late July 2016. The Engineer has already produced an intermediate (65%) level set of documents and the selected Design-Builder will be required to work with the Engineer and the District to finalize those documents.

The Construction Phase will commence upon a second Notice To Proceed (NTP-2) for construction. Concurrent with the execution of the Contract, the Department will assign its agreement with the Engineer to the Design Build Contractor, and from and after that point, the Design-Builder will assume responsibility for completing the design of the Project. The Department would like to commence construction not later than July 31, 2016 as indicated in the interim milestones in **Section A.8**. The Project must be substantially completed by the Design Build Contractor no later than July 31, 2018.

### **A.2 Form of Agreement**

The Form of Agreement is attached hereto as **Attachment B**. Offerors should carefully review the Form of Agreement when submitting their proposal. To the extent there are any inconsistencies between this RFP and the Form of Agreement, the Form of Agreement shall prevail. Offerors are further advised that they are required to submit their proposal premised upon entering into a contract that is substantially similar to the Form of Agreement and that any proposed changes to the Form of Agreement must be clearly identified and described in their proposal. **A proposal that fails to specifically identify and describe the requested changes shall be deemed non-responsive.** The Standard Contract Provisions attached hereto as **Attachment I** shall also apply.

### **A.3 Lump Sum Contract**

As will be more fully described in the Form of Agreement, this will be a Lump Sum contract. Offerors will be required to submit with their proposal a Lump Sum Price for the Work. The Lump Sum Price shall include all costs necessary to complete the Project, including, but not limited to, profit, home and field office overhead, supervision, labor, materials, equipment, bonds, insurance, necessary permits and other services, all labor and materials required to construct the work, QC/QA, utility, stakeholder & permit coordination, and inspection and testing, etc.. The Lump Sum Price shall also include sufficient costs to cover costs associated with the evolution of the design from the Intermediate plans to an issued for construction set of documents and to address any coordination problems that may exist in the current intermediate setoff documents and issues that may be raised by permitting officials (i.e. DCRA, DDOT, and DOEE). **In short, the Department is looking for a “turnkey” price to deliver this Project.** Offerors will be required to submit as part of their lump sum fee proposal a schedule of values that will include the following: (i) a Preconstruction Fee; (ii) an Incentive Fee; and (iii) the remaining schedule of values items in **Attachment D**. Offerors will also be required to submit with their proposal an Offer Letter in substantially the form of **Attachment D**.

Offerors will also be required to deliver a complete copy of the estimate upon which their price is based (the **Escrow Proposal Documents (EPD)**). These documents shall include the complete price take-off that was used in preparing the Offeror’s proposal. These documents will not be evaluated as part of the evaluation process and will be held in escrow by the District. With regard to unsuccessful Offerors, the **EPD** will returned unopened. As to the successful Offeror, the **EPD** will be opened in the presence of the Offeror and DGS, the contents inventoried to ensure that proper documentation of costs and take offs are included, then will be resealed and will be placed in escrow with the Contracts & Procurement office of DGS. Such documents will be released from escrow as and when described in the Form of Agreement should a dispute arise during the course of the Project.

**Other than the original proposal (which shall include both a pricing and technical response), Offerors will be required to submit copies of the pricing portion of their proposal (including the Form of Offer Letter and any attachments thereto) separately from the technical portion of their proposal. The technical portion of the proposal consists of everything other than pricing information.**

#### **A.4 Incentive Fee for On-time; On-Budget Completion & Meeting Workforce Goals**

The Department intends to utilize an incentive award fee structure for this Project. One hundred percent (100%) of the Incentive Fee will be at-risk. The at risk Incentive Fee is set at \$400,000.00, which is approximately nine tenths of a percent (0.9%) of \$45 Million. The Design-Builder will be eligible to earn the Incentive Fee based on its performance regarding the goals listed below:

- Fort Percent (40%) of the Incentive Fee shall be earned for achieving substantial completion of the project no later than July 31, 2018 regardless of the reason failure to achieve timely completion;

- Thirty five Percent (35%) of the Incentive Fee shall be earned if the final contract price does not exceed the original contract price by more than three percent (3%) (i.e. if the total value of change orders (and irrespective of their cause) are less than 3%);
- Ten Percent (10%) of the Incentive Fee shall be earned based on construction quality.
- Fifteen Percent (15%) of the Incentive Fee will be earned if the contractor is able to commence construction on or before July 31, 2016.

The Form of Agreement will provide more details on these provisions. In determining whether these goals have been met, the decision will be made irrespective of fault and regardless of whether the cause for failing to achieve these goals was within the Contractor's control.

## **A.5 Economic Inclusion**

Thirty Five Percent (35%) of the Contract Work (by dollar volume) must be awarded to entities that are certified as Small Business Enterprises by the District of Columbia Department of Small and Local Business Development.

In addition to LSDBE participation as described above, the Department requires that District residents participate in the Project to the greatest extent possible. Prior to execution of the Contract, the Department will establish a minimum requirement for the percentage of labor hours worked by District residents on the project (such goal, the "Workforce Utilization Goal"). The Workforce Utilization Goal is a goal of forty percent (40%). Offerors shall submit with their proposals a Workforce Utilization Plan outlining how they intend to increase participation by DC residents in the performance of the work on this Project. The Department will also require that the selected Contractor and all of its subconsultants, subcontractors, and suppliers, enter into a First Source Employment Agreement with the Department of Employment Services and hire fifty one percent (51%) District residents for all new jobs created on the project. Please see **Part C** of this RFP for additional information. The Department also desires that the community immediately surrounding the site be involved in the performance of the work to the greatest extent practicable and has set a goal of 10% resident participation from residents of Wards 7 and 8.

## **A.6 Selection Criteria**

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

- Experience & References (35 points)
- Key Personnel (35 points)
- Price (60 points)

- Project Management Plan (30 points)
- Preliminary Project Schedule (25 points)
- Ward 7 & 8 Economic Inclusion Plan (15 points)

## A.7 Procurement Schedule

The schedule for this procurement is as follows:

- Issue RFP - February 12, 2016
- Pre-proposal Conference & Site Visit - March 02, 2016 at 10:00 a.m.
- Last Day for Questions/Clarifications - March 11, 2016 at COB
- Proposals Due - April 05, 2016 at 2:00 p.m.
- Notice of Award - on or about May 02, 2016

## A.8 Project Schedule

- Preconstruction services letter contract (NTP-1) - on or about May 02, 2016
- Council Approval of Contract - on or about June 30, 2016
- Notice to Proceed 2 – start of construction - on or before July 31, 2016
- Interim milestone 1 – physical lines for wet and dry utilities and roadway (less final lift of asphalt) at the E&SA site (parcels 9 & 12) as shown on the MOT – phase 2 plan limits. - on or before September 30, 2017
- Substantial Completion - on or before July 31, 2018

## A.9 Attachments

|                     |  |
|---------------------|--|
| <b>Attachment A</b> | - Project Contract Data & Reports & Project Reference Information Documents (CDRs and RIDs) <b>(to issued by Addendum)</b> |
| <b>Attachment B</b> | - Form of Agreement – Design Build Agreement   |
| <b>Attachment C</b> | - Technical Provisions   |
| <b>Attachment D</b> | - Form of Offer Letter   |
| <b>Attachment E</b> | - Bidder/Offeror Certification Form  |
| <b>Attachment F</b> | - Tax Affidavit  |
| <b>Attachment G</b> | - Davis-Bacon Wage Rates   |
| <b>Attachment H</b> | - Bid Guarantee Certification  |
| <b>Attachment I</b> | - Standard Contract Provisions   |
| <b>Attachment J</b> | - SBE Subcontracting Plan  |
| <b>Attachment K</b> | - First Source Agreement   |
| <b>Attachment L</b> | - 2016 Living Wage Act   |



## **SECTION B           SCOPE OF WORK**

### **B.1     Scope of Work**

The selected Design/Builder (Contractor) shall be required to provide all labor, tools, equipment and materials necessary to perform the Work called for in the Intermediate Plans, Contract Data & Reports (CDR, and Technical Provisions attached as **Attachments A & C**. To the extent there is an inconsistency between the Intermediate Plans, the CDR, and the Technical Provisions, the Design/Builder shall be required to provide the more stringent requirement. Prior to submitting its proposal, each Offeror shall carefully review the Intermediate Plans, CDR, and Technical Provisions, and shall bring any inconsistency or error in the plans, specifications, or CDR to the attention of the Department in writing. To the extent that a reasonable contractor could have identified any such inconsistency or error, such inconsistency or error shall not serve as the basis for a change order and the Design/Builder shall assume the risk of such inconsistency or error. The Project must be Substantially Completed no later than July 31, 2018.

**B.1.1** The selected Design/Builder shall perform all of the work in accordance with the Contract Requirements. Any equipment or materials called for in the Final approved and permitted Plans and Specifications shall be new unless otherwise approved by the Department in advance and in writing.

**B.1.2** The Design/Builder shall be required to advance the Intermediate Plans to a final, complete and coordinated set of drawings and specifications that represent a logical development of the design intent reflected in the Intermediate Plans. This effort shall include reconciling any coordination issues that may exist in the plans or with existing site conditions and addressing and resolving any issues raised by the permitting officials. The Design/Builder shall provide submittals as indicated in the Intermediate approved Plans and Technical Provisions to the Department for its review and approval prior to proceeding with the work.

**B.1.3** The Design/Builder's scope of work shall include the installation and provision of such safety barricades and enclosures as may be necessary to ensure a safe workplace or as may be required by OSHA or other applicable law.

**B.1.4** The Design/Builder shall be required to coordinate its work with any on-site personnel so as to ensure that their activities are not adversely affected. The District anticipates ongoing site development work by the Phase 1 Real Estate development team, Events DC (Entertainment & Sports Arena - E&SA – Wizards facility), and potential work by WMATA at the adjacent Congress Heights Metro Station, as well as the need to provide 24/7/365 access to the new St Elizabeths Hospital (SEH).

**B.1.5** The Design/Builder shall provide such safety barricades, enclosures and overhead protection as may reasonably be required by DGS and as may be necessary to safely implement



the Work and to remove such at the end of the Work and shall leave the site in broom clean condition.

**B.1.6** The Design-Builder shall be responsible for obtaining all job permits and approvals from the Department of Consumer and Regulatory Affairs (DCRA) and DDOT that are required to perform and complete the Work, including a building permit.

**B.1.7** The Design-Builder will be required to verify that the plans and drawings are accurate and coordinate the Project work around the existing conditions. Design-Builder should verify existing conditions as noted on the drawings. The Design/Builder shall provide continuous temporary fire protection systems for buildings in areas of Stage 1 Phase 1 where existing water systems are to be removed as part of the utility demolition work.

**B.1.8** The costs of any necessary security should be included in the Offeror's lump sum bid.

**B.1.9** The Design/Builder will be required to coordinate with the Department's project manager.

**B.2 Construction Phase.** During the Construction Phase, the Design/Builder shall be required to prosecute and manage the Work in a manner consistent with the design documents approved by the Department. As part of this effort, the Design/Builder shall provide all labor, materials, supervision and equipment necessary to achieve Substantial Completion (as such term is defined, and in accordance with the approved drawings and specifications) no later than July 31, 2018.

### **B.2.1 Management Services**

In order to properly manage the Project, the Contractor shall be required to undertake the tasks listed in the sections below.

#### **B.2.1.1 Project Management**

- 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 (and at DGS's option to upload via DOES LCP Tracker software which the District will make available to the contractor); (vi) drawings and specifications; (vii) punch list; and (viii) other documents as may be designated by the Department.
- The Design/Builder shall be responsible for all performance and payment bonds and general liability insurance.
- Participate and assist in Project/Planning meetings, during all phases and provide a Project Manager for the entire duration of the Project. Generating and distributing meeting minutes for all such meetings.

- Participation in infrastructure technical team and community meetings.
- Conduct weekly progress meetings following a contractor generated agenda with the DGS project manager and drafting and submitting meeting minutes for same.
- Provide a written monthly report that includes (i) an updated schedule analysis, (ii) an updated cost report, (iii) a monthly review of cash flow, and (iv) progress photos.
- Manage the change order process with the sub subcontractors to verify validity, purpose, and cost.
- Prepare payment requests, verify accuracy and forward for approval and payment.
- Assemble and submit close-out documents required.
- Provide assistance to DGS through any applicable warranty periods.

#### **B.2.1.2 On-Site Management**

The selected Design/Builder will be required to properly supervise and coordinate its work. At a minimum, the Contractor shall undertake the following tasks:

- Participate and assist in Project/Planning meetings
- Maintain full-time on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log
- Conduct periodic progress meetings following a Design-Builder generated agenda with the DGS project manager
- Provide general safety and signage and posting for the project and see that each subcontractor prepares and submits adequate safety program and monitoring throughout the project
- Prepare payment requests, verify accuracy and forward to the Department for approval and payment
- Assemble Project close-out documents
- Provide assistance to the Department through any applicable warranty periods.
- Provide and maintain a fully equipped office on-site to perform all required Design/Builder

duties.

### **B.2.1.3 Permit Process**

To the extent the Engineer's contract has been assigned to the Design/Builder, the Design/Builder shall ensure that the Engineer actively monitors comments from agencies in the permit review process and to promptly address any such issues. The Design/Builder shall be responsible for promptly paying for all permits and fees associated with the Project, including, but not limited to, the DCRA, DDOT and DOEE permits.

### **B.2.2 Mobilization**

The Design/Builder will be required to undertake the tasks described below:

**B.2.2.1** Take control of the site and install the necessary construction fences and other devices to properly secure the site. It is anticipated that this will occur when the Construction Phase begins. The Design/Builder's storage/laydown area will be limited to the limits of disturbance shown on the approved intermediate design plans.

**B.2.2.2** Abate and legally dispose of Hazardous Materials in the demolished facilities, in accordance with EPA and all jurisdictional agencies.

**B.2.2.3** The Design/Builder shall be responsible for all interior and exterior demolition, including the legal disposal of same, including razing the 4 buildings in the plans, necessary to complete the Project.

**B.2.2.4** The Design/Builder shall be responsible for salvaging and storing all items as identified by the Department. The salvage value of any piece of equipment within the buildings to be demolished that has a value in excess of Ten Thousand Dollars (\$10,000) shall accrue to the benefit of the Department. The value of salvaged materials (i.e. copper piping, etc.) shall accrue to the benefit of the Design/Builder.

### **B.2.3 Site Safety and Clean-up**

**B.2.3.1** The Design/Builder will be required to provide a safe and efficient site. Controlled access shall be required. MOT phasing shall be followed unless the DB Contractor submits a DDOT & DGS approved alternate MOT phasing.

**B.3.3.2** The Design/Builder shall be required to 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.3.3.3** The Design/Builder shall be responsible for site security.

**B.3.3.4** The Design/Builder shall be responsible for the removal and legal disposal of all construction debris.

**B.3.3.5** The Design/Builder shall be responsible for the cost of temporary power used during the construction of the Project, including, but not limited to, the cost of installing such temporary wiring as may be required to bring power to the site. The Design-Builder shall also be responsible for the cost of all temporary construction necessary on the site.

#### **B.3.4 Close-out**

**B.3.4.1** The Design/Builder shall be required to prepare and submit at close-out the following documentation:

- a complete set of its Project files, including QC/QA reports, daily reports, test reports, etc.;;
- a complete set of product manuals (O&M), training videos, warranties, etc.;
- as built record drawings;
- environmental, health & safety documents; and
- all applicable inspection certificates/permits

#### **B.4 Key Personnel**

In its proposal, each Offeror will be required to identify its key personnel. Key personnel shall include, at a minimum, the following individuals: (i) the Project Manager; (ii) the Construction Manager; (iii) the Design Manager; (iv) the Field Superintendent; (v) the Maintenance of Traffic Manager; and (vi) the Environmental Compliance Manager. 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. Liquidated damages will be assessed the Design/Builder if any key personnel are reassigned except in the case of resignation or termination of employment. The Offeror shall provide a table identifying the specific staff that will be assigned to this Project, the time periods during which the individual will work on the Project, his or her level of effort (i.e. the percentage of time devoted to this Project).

## **B.5 Licensing, Accreditation and Registration**

The Design-Builder and all of its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract. Without limiting the generality of the foregoing, all drawings shall be signed and sealed by a professional Engineer or engineer licensed in the District of Columbia.

## **B.6 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.

## **B.7 Davis-Bacon Act**

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

## **B.8 Apprenticeship Act**

The Apprenticeship Act shall apply to this contract and the Design/Builder and all of its trade subcontractors shall be required to comply with that Act.

## **B.9 Time is of the Essence**

Time is of the essence with respect to the contract. The Project must be Substantially Complete by July 31, 2018. As such, the Design/Builder must dedicate such personnel and other resources as are necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

## SECTION C ECONOMIC INCLUSION

### **PREFERENCE FOR SMALL, LOCAL AND DISADVANTAGED BUSINESS ENTERPRISES:**

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 et seq., as amended (“Act”, as used in this section), the District shall apply preferences in evaluating bids from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

#### **C.1.1 Application of Preferences:**

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 Bidders 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, or being a local business enterprise with its principal office located in an enterprise zone. (A copy of the certification acknowledgment letter must be submitted with the Bidder’s Bid.) Additional price points shall be granted to prime contractors as follows:

- (a) Three (3) points for a small business enterprise (SBE);
- (b) Five (5) points for a resident-owned business (ROB);
- (c) Ten (10) points for a longtime resident business (LRB);
- (d) Two (2) points for a local business enterprise (LBE);
- (e) Two (2) points for a local business enterprise with its principal office located in an enterprise zone (DZE);
- (f) Two (2) points for a disadvantaged business enterprise (DBE);
- (g) Two (2) points for veteran-owned business (VOB);
- (h) Two (2) points for local manufacturing business enterprise (LMBE)

#### **C.1.2 Maximum Preference Points Awarded:**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise (CBE) is entitled under the Act is twelve points (12) for bids submitted in response to this IFB. There will be no preference points awarded for subcontracting by the prime Contractor with CBEs.

#### **C.1.3 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.1.4 Verification of Bidder's Certification as a Certified Business Enterprise:**

- (a) Any Bidder seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any additional documentation regarding its certification as a certified business enterprise.
- (b) 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
- (c) All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

## **C.2 LSDBE UTILIZATION:**

### **C.2.1 Mandatory Subcontracting Requirements**

- (a) 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).
- (b) If there are insufficient SBEs to completely fulfill the requirement of paragraph (a)(1), then the subcontracting may be satisfied by subcontracting 50% 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.
- (c) 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 sections C.2.1 (a) and C.2.1 (b) of this clause.
- (d) Except as provided in C.2.1 (e) and C.2.1 (f), a prime Contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime Contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

- (e) A prime Contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime Contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- (f) Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- (g) A prime Contractor that is a CBE and has been granted a bid 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.
- (h) A list of Certified Business Enterprises can be found on the District of Columbia, Department of Small and Local Business Development website at <http://dslbd.dc.gov/DC/DSLBD>, click on “Doing Business in the District”, click on “Find CBE Certified Contractors.”

## **C.2.2 Subcontracting Plan**

**C.2.2.1** 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 C.2.1 of this clause. The plan shall be submitted as part of the bid 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, PM, District of Columbia Auditor and the Director of DSLBD.



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

**C.2.4.1** If the Contractor has a subcontracting plan required by law for this Contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- (e) The price that the prime Contractor will pay each subcontractor under the subcontract;
- (f) A description of the goods procured or the services subcontracted for;
- (g) The amount paid by the prime Contractor under the subcontract; and
- (h) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

**C.2.4.2** 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 Update Meetings**

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet with the CO, PM, 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**

**C.2.7.1** 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.

**C.2.7.2** A 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.

- C.2.7.3** 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.3 RESIDENCY HIRING REQUIREMENTS FOR CONTRACTORS & SUBCONTRACTORS:**

- C.3.1** At least fifty-one percent (51%) of the Bidder's team and every sub-consultant's employees hired after the Bidder enters into a Contract with the Department, or after such sub-consultant enters into a Contract with the Bidder, to provide the required goods or services, shall be residents of the District of Columbia.
- C.3.2** Upon execution of the Contract, the Bidder and all of its member firms, if any, and each of its subcontractors and sub-consultants shall submit to the Department a list of current employees that will be assigned to work under the Contract, the date that they were hired and whether or not they live in the District of Columbia.
- C.3.3** The Bidder 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 the First Source Amendment Act of 2011, and the rules and regulations promulgated thereunder. The Bidder and all member firms, subcontractors, tier subcontractors, sub-consultants, and suppliers with contracts in the amount of \$300,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement Attachment G 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; (iii) make best efforts to hire at least 51% District residents for all new jobs created under the Contract; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10th of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in a 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.

## **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.

### **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 five (5) 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 one (1) to one hundred eighty eight (188) points. In addition, Offerors will be eligible to receive up to twelve (12) preference points as part of the cost evaluation as described in Section C.1 and Section D.4.6 of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is two hundred (200). The contract will be awarded to the contractor with the highest evaluated score.

#### **D.4.1 Relevant Experience and References (35 points)**

The Department desires to engage a Design/Builder (Contractor) with the experience necessary to realize the objectives set forth in the RFP. This component will be evaluated based on their demonstrated experience in: (i) constructing infrastructure improvements similar to this project (i.e. the construction of roadways as well as wet and dry utilities); (ii) managing the design evolution of major infrastructure projects; (iii) experience working with the relevant local utilities (i.e. DC Water, Pepco, Washington Gas, Verizon); (iv) experience working with DDOT and DOEE; and (v) knowledge of the local regulatory agencies and DCRA. In evaluating these subfactors, the Department will consider, among other things, the Offeror's track record in delivering projects on-time and on-budget. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. This element of the evaluation will be worth up to thirty five (35) points.

#### **D.4.2 Key Personnel (35 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 Manager; (ii) the Construction Manager; (iii) the Design Manager; (iv) the Field Superintendent; (v) the Maintenance of Traffic Manager; and (vi) the Environmental Compliance Manager. The availability and experience of the key individuals assigned to this project will be evaluated as part of this element.

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. Such table should identify whether the personnel will be funded from general conditions or whether they are home or regional office personnel that are non-reimbursable (i.e. funded from fee). This element of the evaluation will be worth up to thirty five (35) points.

#### **D.4.3 Project Management Plan (30 points)**

Offerors are required to submit with their proposal a Project Management Plan.

The Project Management Plan should clearly explain how the Design-Builder intends to manage and implement the Project. It should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the plan should: (i) explain how the Design-Builder will manage the preconstruction process, including steps to make sure the documents are properly coordinated and that DCRA and Stakeholder comments are addressed; (ii) explain how the Design/Builder will approach the Project, addressing its location in or immediately adjacent to a public right of way; (iii) how the Design-Builder will address key issues at the site including MOT Phasing (iv) explain how the Design-Builder proposes to staff and handle construction administration; and (iv) describe the key challenges and concerns inherent in this Project and explain how they will be overcome or mitigated.

The Management Plan should also: (i) identify the key personnel and their specific roles in managing the Project; (ii) identify the key milestone dates, provide a description of how these dates will be achieved, and describe the phasing of construction, if any; and (iii) describe the cost control management structures that will be used to ensure the Project is delivered on-budget. The Department will also consider the experience that the Contractor and its team members have working together on similar projects.

The management plan should be specifically coordinated with the Project Schedule and combined the two documents should demonstrate how the project will be delivered in a timely manner. This element of the evaluation is worth up to thirty (30) points.

#### **D.4.4 Preliminary Project Schedule (25 points)**

Offerors should submit with their Project Management Plan a CPM schedule that shows the anticipated manner in which the Project will be constructed by the substantial and final completion dates and the interim milestones listed in **Section A.8**. Early completion of the project (substantial and final completion date) will be considered as part of the evaluation criteria. The schedule should show sufficient level of detail so as to demonstrate the Offeror's understanding of the

Project and the key issues related to the Project. This element of the evaluation is worth up to twenty five (25) points.

**D.4.5 Ward 7 & 8 Economic Inclusion Plan (15 points)**

The Department desires the selected Design-/Builder to provide the maximum level of participation by District of Columbia residents and contractors based in Wards 7 & 8 in performing the work. Particular emphasis should be given on employing residents of Wards 7 & 8. As part of their proposals, Offerors must provide an Economic Inclusion Plan which demonstrates how it will identify qualified Ward 7 & 8 residents and contractors to perform work on the project and increase participation by District residents and contractors based in wards 7 & 8. It should include an estimate of the anticipated hours to be worked by Ward 7 & 8 residents on the Project, broken out by trade. The proposals submitted by the D/B contractor for the Economic Inclusion Plan will be incorporated into the Design Build Agreement. This element of the evaluation will be worth up to fifteen (15) points.

**D.4.6 Price (60 points, 48 plus 12 possible preference points)**

Offerors will be required to bid a Lump Sum Price. This element of the evaluation will be worth up to sixty (60) points. Forty eight (48) points will be based on the price evaluation and an additional twelve (12) preference points as part of the cost evaluation, as described in **Section C.1**

The forty eight (48) points for the price evaluation shall be objective. In general, the following formula shall be used to determine each Offeror's score:

$$\frac{\text{High Price} - \text{Offeror's Price}}{\text{Highest Price} - \text{Lowest Price}} \times \text{Available Points} = \text{Evaluated Price Score}$$

However, in the event the highest price is less than twenty percent (20%) above the lowest price for a price component, the available price the price formula shall as follows:

$$\frac{\text{Offeror's Price} - \text{Lowest Price}}{1.20 \times \text{Lowest Price}} \times \text{Available Points} = \text{Evaluated Price Score}$$

For purposes of evaluating price, the Department reserves the right to disregard price components that are more than 125% above the median price for the evaluated price component.

## **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 full original proposal (pricing and technical submission); two (2) copies of the pricing proposal (Form of Offer Letter and any spreadsheets and/or other pricing document referenced in the Form of Offer Letter); and six (6) hard copies as well as two (2) electronic copies on CD-ROM or USB flash drive of the technical portion of the proposal (i.e. all portions of the proposal excluding the Form of Offer Letter and any spreadsheet or other pricing document referenced in the Form of Offer Letter). Copies of the technical proposal should **not** include the Form of Offer Letter or any spreadsheet or other pricing document referenced in the Form of Offer Letter. The Offeror's original submission shall be placed in a sealed envelope conspicuously marked: "Proposal for Design Build Services for a St Elizabeths East Campus Stage 1 Phase 1 Infrastructure Improvements." Copies of the pricing and technical submissions shall be labeled accordingly.

### **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: Jamar Spruill

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

Submissions shall be received no later than 2:00 p.m. EST, on April 5, 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 in two volumes as follows:

## **E.4.1 Technical Proposal**

The Department desires to obtain technical proposals not to exceed 40 pages. The technical proposal 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/subcontractors.

- A. Name(s), address(es), and role(s) of each firm (including all sub-consultants)
- B. Firm profile (prime contractor only), 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 two years
  - 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 Design-Builder, along with the person's e-mail.
  - ii. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the team.



- iii. Resumes for each key participant on the team, including definition of that person's role, relevant project experience, and current workload over the next two years.
- iv. Experience that the key team members have working together.
- v. Please provide a table that identifies the specific staff that will be assigned to this Project, the time periods during which that individual will work on the Project, and his or her level of effort (i.e. the percentage of time devoted to this Project).

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

- A. Detailed descriptions of no more than three (3) projects that best illustrate the team's experience and capabilities relevant to this Project. On each project description, please provide all of the following information in consistent order:
  - (i) The name and location of the project.
  - (ii) Name, address, contact person and telephone number for owner reference.
  - (iii) The major infrastructure quantities of the project such as roadway length, utility lengths, etc.
  - (iv) A short narrative of the scope of the contractor's direct work on the project.
  - (v) The delivery method implemented on the project.
  - (vi) The start and end dates for construction.
  - (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.
  - (x) The actual substantial completion date and the final contract value.
  - (xi) The amount of change orders and the basis for the change orders.

#### **E.4.1.4 Key Personnel**

Each Offeror should submit a table that identifies the Key Personnel that will be assigned to this project. The table should include: (i) the individual's name; (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 Key Personnel that will be assigned to the Project in accordance with the listing in **Section D.4.2** of this RFP. Such table should identify whether the personnel will be funded from general conditions or whether they are home or regional office personnel that are non-reimbursable (i.e. funded from fee).

#### **E.4.1.5 Project Management Plan**

Each Offeror should submit a Project Management Plan that addresses the issues set forth in **Section D.4.3** of this RFP.

#### **E.4.1.6 Preliminary Project Schedule**

Each Offeror should prepare a preliminary project schedule that shows the anticipated manner in which the Project will be constructed by the substantial and final completion dates and the interim milestones listed in **Section A.8**. The schedule should show sufficient level of detail so as to demonstrate the Offeror's understanding of the Project and the key issues related to the Project. The schedule should be prepared using a critical path method and should show key logic ties and activity durations.

#### **E.4.1.7 Ward 7 & 8 Economic Inclusion Plan**

Each Offeror must submit an Economic Inclusion Plan that describes how the Offeror will increase participation by District residents in performing the labor necessary for the Project, and the proposed plan for meeting the District's workforce goal. Particular emphasis should be given as to how the Offeror will involve residents and contractors based in or residing in Wards 7 & 8 into the project. The Offeror shall also provide a chart, in summary form, that depicts the level of participation by District residents in past projects with the District.

#### **E.4.1.8 Technical Proposal Attachments:**

- Form of Offer Letter
- Bidder/Offeror Certification Form
- Tax Affidavit
- Bid Guarantee Certification
- SBE Subcontracting Plan

#### **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 D**. Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the proposal non-responsive. The schedule of values in **Attachment D** must be filled out and any exceptions noted by the Offeror in their bid form.

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

Each Offeror shall submit a Bidder/Offeror Certification Form substantially in the form of **Attachment E**.

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

Each Offeror must submit a tax affidavit substantially in the form of **Attachment F**. 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 proposal a bid bond in an amount equal to five percent (5%) of the as bid Lump Sum Price, as further explained in **Section J.1** below.

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

### **F.1     Contact Person**

For information regarding this RFP please contact:

Jamar Spruill  
Contract Specialist  
Contracts & Procurement Division  
Department of General Services  
2000 14th Street, NW  
Washington, D.C. 20009  
Phone: (202) 671-2255  
E-mail: Jamar.Spruill@dc.gov

Any written questions or inquiries should be sent to Jamar Spruill at the **E-mail** address above.

### **F.2     Preproposal Conference and Site Visit**

A preproposal conference and site visit will be held on March 02, 2016 at 10:00 a.m. EST. The conference will be held at the R.I.S.E. Demonstration Center, 2730 Martin Luther King, Jr Ave SE, Washington, DC 20032. 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 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 or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments 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 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 Jamar Spruill at the address listed in **Section F.1** no later than the close of business on March 11, 2016. The person making the request shall be responsible for prompt delivery.

### **F.4     Protests**

Bid protests shall be handled in accordance with D.C. Code § 2-360.08.

This section is intended to summarize the bid protest procedures and is for the convenience of the Offerors only. To the extent any provision of this section is inconsistent with the Procurement Regulations, the more stringent provisions shall prevail.

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

This procurement is being conducted in accordance with the provisions of Section 4712 of the Department's Procurement Regulations (27 DCMR § 4712).

#### **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, 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 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.

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

Only a person 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 Pricing**

In general, the Department will consider a proposal non-responsive if Offeror's price is greater than one hundred twenty five percent 125% of the median price submitted by other Offerors. The Department reserves the right to deem a proposal non-responsive if Offeror's price is greater than one hundred twenty five percent 125% of the median price submitted by other Offerors.

### **F.13 District of Columbia False Claims Act**

Any person who commits any of the following acts shall be liable to the District for 3 times the amount of damages which the District sustains because of the act of that person in accordance with the DC False Claims Act – D.C. Code § 2-360.08. A person who commits any of the following acts shall also be liable to the District for the costs of a civil action brought to recover penalties or damages, and shall be liable to the District for a civil penalty of not less than \$ 5,500, and not more than \$ 11,000, for each false or fraudulent claim for which the person:

- a) Knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval;
- b) Knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim;
- c) Has possession, custody, or control of property or money used, or to be used, by the District and knowingly delivers, or causes to be delivered, less than all of that money or property;
- d) Is authorized to make or deliver a document certifying receipt of property used, or to be used, by the District and, intending to defraud the District, makes or delivers the receipt without completely knowing that the information on the receipt is true;
- e) Knowingly buys, or receives as a pledge of an obligation or debt, public property from an officer or employee of the District who lawfully may not sell or pledge property;
- f) Knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the District, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the District;
- g) Conspires to commit a violation of paragraph (a), (b), (c), (d), (e), or (f) of this subsection;
- h) Is a beneficiary of an inadvertent submission of a false or fraudulent claim to the District, subsequently discovers the falsity of the claim, and fails to disclose the false or fraudulent claim to the District; or
- i) Is the beneficiary of an inadvertent payment or overpayment by the District of monies not due and knowingly fails to repay the inadvertent payment or overpayment to the District.

Notwithstanding the above, the court may assess not more than two times the amount of damages which the District sustains because of the act of the person, and there shall be no civil penalty, if

the court finds all of the following:

- j) The person committing the violation furnished officials of the District responsible for investigating false claims violations with all information known to that person about the violation within 30 days after the date on which the person first obtained the information;
  - k) The person fully cooperated with any investigation by the District; and
  - l) At the time the person furnished the District with information about the violation, no criminal prosecution, civil action, or administrative action had commenced with respect to the violation, and the person did not have actual knowledge of the existence of an investigation into the violation.
- 2) Liability pursuant to this section shall be joint and several for any act committed by 2 or more persons.
- 3) This section shall not apply to claims, records, or statements made pursuant to those portions of Title 47 of the District of Columbia Official Code that refer or relate to taxation.”



## **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 Two Million Dollars (\$2,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Two Million Dollars (\$2,000,000) 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 Fifteen Million Dollars (\$15,000,000).

**G.1.5** Builder’s risk insurance written on an “all risk” basis and covering the value of the improvements being constructed. This coverage does not need to be maintained until such time as construction operations begin.

**G.1.6 Railroad Protective Insurance.** The DB Contractor shall be responsible for providing all additional insurance as required and in the values stipulated in the Washington Metropolitan Area Transit Authority’s (WMATA) Adjacent Construction Project Manual.

**G.1.7** 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 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, DDOT 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 H - RESERVED**

**SECTION I - RESERVED**

## **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 the Lump Sum Price. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties. Alternatively, Offerors may submit a cashier's check or irrevocable letter of credit in lieu of a bid bond. 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 there by forfeit the full amount of the cashier's check or letter of credit, and the Department will collect such funds as liquidated damages.

### **J.2     Reserved**

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

The Design-Builder will be required to post a payment and performance bond having a penal value equal to one hundred percent (100%) of the Lump Sum Price at the time the Contract is executed.

**Attachment A (to be issued by Addendum)**

The Project Contract Data & Reports (CDR), and the Project Reference Information Documents (RID),

*Available for Download at:*

[LINK]- site to be provided by Leftwich, LLC

Contract Data & Reports, including the following:

1. The Intermediate (65% level) plans for Stage 1 Phase 1 Transportation and Utility Infrastructure dated February 05, 2016
2. Section 106 Memorandum of Agreement for Proposed Transportation Network For The St. Elizabeths Hospital East Campus (June 2012)
3. Pavement Design Report, St. Elizabeths East Campus, CH2M (January 2016)
4. Pavement Design Report, St. Elizabeths East Campus, Combined Figures and Appendices, CH2M (January 2016)
5. Geotechnical Report, St Elizabeths East Campus,
6. Pre-Approved Utility Contractor List for Pepco facilities
7. Stakeholder Comment Resolution Matrix from Intermediate (65%) plan reviews
8. January 21, 2016 Boring Logs – H&A
9. December 17, 2015 Geoprobe Logs – H&A
10. October 3, 2012 Geoprobe Logs – H&A

Project Reference Information Documents, including the following:

1. St. Elizabeths East Existing Infrastructure Condition Review Report (January 2012)
2. St. Elizabeths East Campus Redevelopment Concept Infrastructure Plan (July 2012)
3. Final St. Elizabeths East Campus Transportation Network Environmental Assessment (June 2012)
4. Final St. Elizabeths East Campus Transportation Network Environmental Assessment Appendices (June 2012)
5. Final St. Elizabeths East Campus Finding of No Significant Impact (June 2012)
6. Historically Contributing Buildings Diagram, Master Plan and Design Guidelines (June 2012)

7. Phase I Environmental Site Assessment, Proposed St. Elizabeths East Campus Roadway Improvements, Tidewater, Inc. (March 2012)
8. Phase II Environmental Site Assessment, St. Elizabeths East Campus, Haley & Aldrich, Inc. (November 2012)
9. Phase I Environmental Site Assessment, North Parcel and FEMA Tracts, Haley & Aldrich, Inc. (October 2012)
10. Memorandum – St. Elizabeths East Campus Ecological Survey, CH2MHILL (August 2011)
11. St. Elizabeths East Campus NEPA Documents Specimen Tree Survey, Pitchford Associates (May 2011)
12. Gateway Pavilion Site Plan (January 2013)
13. Washington Metropolitan Area Transit Authority (WMATA) Draft Short Form Agreement
14. District Department of Energy and Environment (DOEE) Draft Memorandum of Agreement on stormwater guide book reviews and regulations for stormwater on East Campus
15. St. Elizabeths Draft DGS - Contractor Right of Entry Agreement
16. DC Water Draft Memorandum of Understanding
17. DC NET Draft Memorandum of Understanding
18. PEPCO Draft Memorandum of Understanding
19. Washington Gas Draft Letter outlining responsibilities for service
20. St Elizabeths Hospital Draft Memorandum of Understanding
21. Exhibit showing a minimum of 4 sub-phases required for construction sequencing and Maintenance of Traffic (MOT) for Stage I Phase 1 improvements
22. DDOT Intelligent Transportation Systems Standard Specifications (September 2013)
23. Standard Drawing Conversion Table for DDOT Gold Book