

EXHIBIT E

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



REQUEST FOR PROPOSALS

A DESIGN-BUILD PROJECT

WARD 1 SHORT TERM FAMILY HOUSING FACILITY

May 21, 2018

Solicitation Number: DCAM-18-CS-0085

**Preproposal Conference: May 24, 2018 at 11:00 A.M.
Reeves Center Community Room
2000 14th Street, NW 2nd Floor
Washington, DC 20009**

A Site Visit will held immediately after the Preproposal Conference

Last Day for Questions: June 7, 2018

Due Date for Proposals: June 21, 2018

Table of Contents

<u>EXECUTIVE SUMMARY</u>	3
<u>PART 1 - PROJECT INTRODUCTION AND INSTRUCTIONS FOR OFFERORS</u>	3
<u>PART 2 - PROJECT REQUIREMENTS</u>	9
<u>PART 3 - EVALUATION AND AWARD CRITERIA</u>	31
<u>PART 4 - ECONOMIC INCLUSION</u>	36
<u>PART 5 - PROPOSAL ORGANIZATION AND SUBMISSION</u>	42
<u>PART 6 - BIDDING PROCEDURES & PROTESTS</u>	46
<u>PART 7 - DESIGN BUILD AGREEMENT</u>	50
<u>PART 8 - INSURANCE REQUIREMENTS</u>	51
<u>PART 9 - BONDS REQUIREMENTS</u>	57
<u>PART 10 - MISCELLANEOUS PROVISIONS</u>	58
<u>PART 11 - ATTACHMENTS</u>	

EXECUTIVE SUMMARY

The mission of the Department of General Services (DGS) is to elevate the quality of life for the District with superior construction, first-rate maintenance and expert real estate management. By building and maintaining safe and green state-of-the-art facilities which foster economic growth and elevate educational environments, our trusted and skillful employees create modern and vibrant communities across all of the District of Columbia.

DGS desires to work with contractors who share our values of public service and helping District-based businesses, residents, and communities flourish as a natural outgrowth of economic investment.

PART 1 - PROJECT INTRODUCTION AND INSTRUCTIONS FOR OFFERORS

1.0 Procurement Overview

The Department of General Services (the “Department” or “DGS”) issues this Request for Proposals (“RFP”) to solicit design-build proposals (“Proposal(s)”) from offerors or bidders (“Offeror(s)”) interested in contracting to serve as the design-builder (“Design-Builder”) for the Ward 1 Short Term Family Housing (STFH) Facility, located at 2500 14th Street NW Washington DC. The purpose of this RFP is to determine which Offeror will be awarded the Design-Build contract (“Agreement” or “Contract”) for the Project.

1.1 Project Overview

The Department is issuing this RFP to engage a Design-Builder to provide 50 Apartment Style site based Short Term Family Housing units (19 two bedroom, 11 three bedroom units) short term family housing units and 15 one bedroom Permanent Supportive Housing units within approximately 68,000 SF of contiguously space for the District of Columbia Department of Human Services (“DHS”) (the “Work”).

The general scope of the STFH standalone building is proposed to be:

- Building Size: 68,000 SF
- Max Building Height: 61’ – 10 ¼”
- Total Dwelling Units (STFH): 50 units
- Total Parking: 29 parking spaces
- Long Term Bicycle Parking: 15 bicycle spaces
- DHS Office Space : 4,400 SF (included on the first floor)
- Recreation: Outdoor play area
- Auxiliary spaces: Support spaces on ground level and community room on the second floor

1.2 Project Background

The Property has a site area of 41,099 SF and includes the existing Rita Bright Family and Youth Center (15,079 SF) and a surface parking lot of thirteen (13) spaces. The development will include a standalone building for STFH and Office Space located on the existing parking lot. The Work shall also require some cosmetic improvements to the existing recreation facility. Each STFH dwelling unit in the building will have two or three bedrooms, kitchen, bathroom and living/dining area. The Rita Bright Family and Youth Center is not included as part of this procurement.

1.3 Project Budget and Funding Limitations

The Department has an approved construction budget of \$20 million dollars for this Project (hard cost).

1.4 Compensation

As is more fully described in the Agreement, this will be a fixed price type Contract. Offerors are advised, however, that adjustments will only be made to the Design-Builder's fees and cost of general conditions should the Department elect to delay or extend the Project schedule beyond that described herein for reasons other than delay caused by the Design-Builder, and in such an instance, only in accordance with the terms of the resulting Agreement, which is set forth as **Attachment Q.**

1.5 Milestones and Substantial Completion Date

The Contractor shall meet or exceed the following Milestones and Completion Dates:

- Final Design Development submittal is required by April 23, 2019
- Construction Documents submittal is required by April 23, 2019
- Substantial Completion by April 23, 2020 (the "Substantial Completion Date")
- Final Completion by June 4, 2020 ("Final Completion Date")

1.6 Project Delivery Method and Schedule

The Department intends to implement the Project through a design-build approach. The scope of work for the Project ("Scope of Work") will be divided into two 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 Department, will be required to (i) develop and 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 ("Construction Documents"); and (iii) participate in any on-going community engagement process;

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, if necessary; (ii) conduct abatement of hazardous materials, if necessary; (iii) construct any new addition, as necessary; and (iv) assist DHS in relocating FF&E and other items, as necessary.

The completed Project needs to be completed and available for occupancy by DHS no later than the Substantial Completion Date. The Department contemplates that construction will begin in October 2018. Abatement, interior demolition and other long lead items may be released earlier, if necessary.

Further, the Department has established the following preliminary milestone dates for the Project. While the Department is amenable to shifting the interim design milestones dates, the Department requires that the design development documents, which will serve as the basis for the Design-Builder's shall be completed no later than April 23, 2019. Any shift in the interim design milestones dates must be approved by DGS and must provide for the durations for Client Agency and DGS design reviews reflected in the Project Schedule (Attachment A1).

1.7 Department Designated Point of Contact

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

Name:	James Marshall
Title:	Contract Specialist Department of General Services Contracts and Procurement Division
Mailing address:	2000 14 th Street, NW, 8 th Floor Washington, DC 20009
Phone:	(202) 664-0416
E-mail:	james.marshall@dc.gov

The Department disclaims the accuracy of information derived from any source other than the Department's POC, and the use of any such information is at the sole risk of the Offeror. All communications and requests for information shall be submitted by the Offeror's point of contact identified in the Submission. Written communications to the Department from Offerors shall specifically reference the correspondence as being associated with Design Build Services Ward 1 STFH.

1.8 Design-Builder Designated Point of Contact

All Offerors responding to this RFP shall provide the name, address, phone number and email address of its designated point of contact to the Department's POC as part of its proposal, as noted in **Section 1.6**. Offerors shall notify the Department of any changes in the Offeror's designated point of contact's information. Notification of change(s) may be communicated by email and shall be as soon as practicable following the event(s) causing the change(s). Failure to identify a designated point of contact in writing may result in the Offeror failing to receive post-bid addenda or other important communications from the Department, for which the Department shall not be responsible.

1.9 Procurement Schedule and Project Milestones

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

1.9.1 RFP Schedule

- RFP Advertisement: May 21, 2018
- Pre-Proposal Conference: May 24, 2018 at 11:00 A.M.
- RFP Questions due to the Department: June 7, 2018
- Proposals Submission Due date: June 21, 2018 at 2:00 P.M.
- Notice of intent to award July 10, 2018
- Notice to Proceed / Letter Contract (if any) July 17, 2018

1.10 Project Schedule

The Project Schedule is provided as Attachment A1 to the RFP.

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

- 1.10.1 Substantial Completion Date shall be no later than the date set forth in **Section 1.5**; and
- 1.10.2 If an Offeror proposes a Substantial Completion Date earlier than that shown in **Section 1.5**, and the Department agrees to such proposed date, such proposed date will be deemed by the Department as the contractual Substantial Completion Date for the Agreement for all purposes, including liquidated damages.

1.11 Selection Criteria

Proposals will be evaluated in accordance with **Part 3** of this RFP.

1.12 Economic Inclusion

The Department requires that Local, Small and Disadvantaged Business Enterprises (“LSBDE”) participate in this Project as fully described in **Part 4** of this RFP.

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

1.13 RFP Documents

The documents included in this RFP consist of this RFP in all of its parts, all addenda, attachments and exhibits contained or identified in the RFP’s sections (Collectively the “RFP Documents”). Each Offeror shall review the RFP Documents and provide questions or requests for clarification, including but not limited to terms that it considers to be ambiguous or to which it takes exception. Such questions or requests for clarification will be submitted to the Department’s POC within the time specified in **Part 1, Section 1.7** of this RFP. The Department will review all questions and/or requests for clarification received and, if it deems appropriate, in its sole discretion, may modify the RFP Documents through an addenda. Offerors shall base their Proposals on the terms and conditions of the RFP Documents included in the latest issued addenda.

Attachments to this RFP include the following:

Attachment A1	Proposed Project Schedule
Attachment A2	Site Location
Attachment A3	Site Survey
Attachment A4	Site and staff parking & site Utilization Plan
Attachment A5	Test Fit – Programming & Zoning
Attachment A6	Geotechnical Report
Attachment A7	Phase 1 Environmental Site Assessment
Attachment A8	Existing Conditions and Site Utility Plan
Attachment A9	National BIM Guidelines
Attachment A10	Program Specifications
Attachment A11	ANC 1B Letter
Attachment B	Form of Offer Letter
Attachment C	Bidder/Offeror’s Certification Form
Attachment D	Tax Affidavit
Attachment E	Davis-Bacon Wage Rates
Attachment F1	Standard Contract Provisions (Construction)
Attachment F2	Standard Contract Provisions (Architectural & Engineering)
Attachment G	SBE Subcontracting Plan Bid Form

Attachment H	First Source Agreement
Attachment I	Equal Employment Opportunity
Attachment J	2018 Living Wage Act
Attachment K	Bid Bond
Attachment L	Bid Guarantee Certification
Attachment M	Conflict Of Interest Disclosure Statement
Attachment N	Release of Lien Forms
Attachment O	Past Performance Evaluation Form
Attachment P	Notice to Proceed and Letter Contract (to be issued via Addendum)
Attachment Q	Design-Build Agreement (will be issued via Addendum)
Attachment R	Subcontractor Outreach Forum Guidelines

1.14 Obligation to Meet All of the Requirements of the RFP Documents

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

1.15 Offeror's Pre-Proposals Responsibilities and Representations

Each Offeror shall be solely responsible for examining the RFP Documents, including any addenda issued to the RFP, and any and all conditions which may in any way affect the Offeror's Proposal or the performance of the Work on the Project, including but not limited to:

- a) Examine and carefully study the RFP Documents, including any addenda and other information or data identified in all of the RFP Documents;
- b) Visit the Project site and become familiar with and satisfy itself as to the general, local, and site conditions that may affect the fees required to be submitted with the Offeror's Proposal;
- c) Address all potential impacts with third parties and ensure all such impacts have been included in the Offeror's Proposal;
- d) Become familiar with and aware of all federal, state, and local laws and regulations that may affect the cost, progress, or performance of its work on the Project;
- e) Determine that the RFP Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of Offeror's work on the Project; and
- f) Notify the Department in writing of all conflicts, errors, ambiguities, or discrepancies that Offeror discovers in the RFP Documents.

Any failure to fulfill these responsibilities is at the Offeror's sole risk and no relief will be provided by the Department.

PART 2 - PROJECT REQUIREMENTS

2.0 Scope of Work

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

The facility shall provide the following:

- 35 Apartment style living units (STFH). Each apartment should include the following:
 - Open Plan Kitchen living Dining room minimum 350SF. Clearly defined dining space with dining table.
 - 2 bedroom apartments with one bathroom and Tub. 3 bedroom apartments with 2 bathroom with a minimum of one tub and shower.
 - Building should provide 6 unit which are ADA compliant (4 two bedroom and 2 three bedroom). Minimum one per floor.
- 15 Apartment style living units (PSH). Each apartment should include the following:
 - Open Plan Kitchen living Dining room minimum 250SF. Clearly defined dining space with dining table.
 - 1 bedroom apartments with one bathroom and Tub.
 - Building should provide 5 unit which are ADA compliant
- Administrative space for 4 case managers (workstations) one larger workstation.
 - Administrative space to be located on First Floor.
 - Space for filing as part of the administrative open office
 - One conference room for private client meetings to accommodate 4 people. Located directly of the open plan office. STC 50 wall rating for this room.
 - Private restrooms on first floor for staff.
 - Staff lounge with lockers: Table, chairs, mini refrigerator, microwave and sink. Can be shared with security staff.
- Security.
 - Security Desk within 10' of the main entrance to control access to the building. All guests and residents will be required to use this entrance to access the building.
 - All exterior doors to be controlled by swipe cards.
 - Cameras to monitor all public interior and exterior areas of the building. Design to be approved by PSD for final camera locations.
 - Public restroom on first floor.
 - Provide security desk on each floor with a line of sight to all the public areas.
 - One Staff lounge with lockers: Table, chairs, mini refrigerator, microwave and sink. Can be shared with administrative staff

- Below are FF&E items to be included for each living unit. The Design-Builder is not responsible for the specification/selection or purchase of FF&E items. The Design-builder shall coordinate all FF&E logistics to ensure accurate and timely installation.
 - 2 single beds per bedroom.
 - One side locker per bed
 - One chest of drawers per bedroom
 - 4 person dining table and chairs for the two bedroom and a 6 person dining table and chairs for the three bedrooms.
 - Built in closet with rail and shelf per bedroom and a minimum of 8sf of general storage near each apartment entrance.
 - 3 person couch and two single chairs in living area.
 - One coffee table and side table in each living area.
 - One TV stand in each living area.
- Community Room & Play area.
 - A minimum of 1500sf community room with direct access to the outdoor play area.
 - Security desk in community space located in a way that can monitor both community room and outdoor play area.
 - community room with audio / video capability
 - Glazed wall between play area and community room
 - Restrooms and drinking fountain near entrance to community room.
 - Separate entrance to community area from parking with swipe card access.
 - 2500SF of outdoor play area. 3 zones. Zone one play equipment for ages 1-5 zone two play equipment for ages 5 – 12 and zone three is a seating area for adults.
 - Storage for table and chairs
 - 100 chair and 15 folding tables.
 - Provide 8 linear feet of cabinets with sink inside community room
 - The Emergency Lighting, Elevator, Community Room and the Restrooms connected to the community room will need to be on a backup generator so that it can remain fully operational during a power outage.
 - 6' high Security boundary and planting zone around play area.
- Parking.
 - There are 13 existing surface parking spaces at the site being utilized by the recreational facility. The new parking structure will need to provide a minimum of 24 spaces, with 13 spaces to be dedicated solely for the use by the recreational facility and 11 spaces for the STFH building with access of Clifford Street. Final Parking count will need to be established during the design process.
 - STFH parking will need to be separated by an electric gate and control by a key card for access.
 - Direct access from the secure STFH parking directly into the building.
 - Provide an ADA access route from the Rec parking area to the front of the Recreation center.
 - Provide Van access in the garage.
 - Provide delivery access in the garage.

- Provide secure storage for up to 12 bikes.
- Trash Room.
 - Trash room to be located at street level.
 - Provide trash Chutes from both the recycling and trash.
 - Provide trash compactor in the trash room.
 - Provide direct access route for the trash container to the street.
- Recreation Center
 - Coordination with Recreation center during construction. Rec Center will remain open during construction.
- General.
 - LEED Gold Building.
 - Laundry room to be provided on each floor.
 - Two commercial grade washer and dryers on each floor.
 - 6 linear feet of counter space in each laundry room.
 - Drinking fountains to be location in each floor.

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

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

2.1 Design-Builder’s Duties; General Intent

The Design-Builder will be required to work with the Department and DHS through a collaborative design process to develop a concept design for the Project in accordance with the available budget. The Design-Builder will be required to engage in extensive preconstruction efforts to ensure that the design is developed in a manner consistent with the Department’s goals for the Project (e.g., programmatic, budgetary, schedule and quality); to a corresponding scope and schedule for the work; and to implement the requisite construction and other work necessary no later than July 15, 2020. The Design-Builder will be required to provide a “turn-key” Project ready for occupancy by DHS and shall be responsible for all items of cost except for those items set forth in **Section 2.12** of this RFP.

2.2 Design and Preconstruction Phase

2.2.1 Initial Deliverables

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

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

2.2.1.1 Building System Assessment. If requested by the Department, within fourteen (14) days after the Preconstruction NTP is issued, the Design-Builder shall conduct an assessment report 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 proposed Scope of Work. This report shall assess all of the buildings key systems, including, but not limited to, HVAC, kitchens, roof, windows, electrical, lighting, Audio Visual Equipment, intercom, fire alarms, and plumbing.

2.2.1.2 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 critical path method (“CPM”) in a sufficient level of detail to permit the Department and the Design-Builder and any other affected parties to properly plan the Project. The Baseline Schedule shall show: (i) key design milestones and bid packages; (ii) release dates for long lead items; (iii) release dates for key subcontractors; and (iv) Substantial and Final Completion Dates. The Baseline Schedule shall include durations and logic ties for those building systems that the Design-Builder is recommending for replacement. The Baseline Schedule must also be submitted in Primavera 6 native format and shall be updated by the Design-Builder, at a minimum, on a bi-weekly basis.

2.2.1.3 Concept Design. No later than six (6) weeks after the Preconstruction NTP is issued, the Design-Builder shall 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 concept design under the AIA Best Practices. The design submittal shall specifically identify any deviations from the Scope of Work and shall explain the rationale and cost implications associated with such deviation. The Department shall have the right to disapprove the concept design submittal for any reason. Following review of the concept design submission by DHS and the Department, the Design-Builder shall make revisions to the schematic design submission as necessary to incorporate comments, feedback and other direction provided by DHS and the Department. The Design-Builder's pricing shall assume that such revisions will be required, and such revisions shall not entitle the Design-Builder to additional compensation. The concept design submittal shall include but not limited to the following:

- a) Conceptual floor plan and site plan;
- b) Updated property survey, including notations of utilities and all other easements;
- c) 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;
- d) Flow test results;
- e) Record of accepted LEED strategies;
- f) Environmental Impact Screening Form ("EISF") submission. The Design-Builder shall be required to engage consultants that are necessary to prepare this form. The cost of such consultants should be included in the design fee; and
- g) Summary of required agency review, timetables, including but not limited to: Office of Planning ("OP") and Commission of Fine Arts ("CFA"), and National Capital Planning Commission ("NCPC").

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

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

2.2.1.6 Deliverables Liquidated Damages. The Design-Builder acknowledges that the Department is engaging the Design-Builder to provide an extensive level of preconstruction support services to minimize the potential for cost overruns, schedule delays or the need for extensive Value Engineering/re-design late in the Project and that the deliverables required under this **Section 2.2.1** are key to identify the value of such services. In the event the Design-Builder fails to deliver any of the deliverables required in **Section 2.2.1** (and unless such failure is the result of any event of Force Majeure), the Design-Builder shall be subject to liquidated damages in an amount of Five Thousand Dollars (\$5000) plus Five Hundred Dollars (\$500) per day after receiving written notice from either the COTR or the Contracting Officer of failure to submit such deliverables.

2.2.2 Design Management

The Design-Builder shall use commercially reasonable best efforts to ensure that: (i) the design evolves in a manner that is consistent with the Lump Sum Price 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 provide the following:

2.2.2.1 Schematic Design. The Design-Builder shall 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, cost and time implications associated with such deviation. The Department shall have the right to disapprove the schematic design submittal for any reason. Following review of the schematic design submission by DHS and the Department, the Design-Builder shall make revisions to the schematic design submission as necessary to incorporate comments, feedback and other direction provided by DHS and the Department. The Design-Builder's pricing shall assume that such revisions will be required, and such revisions shall not entitle the Design-Builder to additional compensation.

In general, the Design-Builder shall be required to undertake the following tasks during this phase:

- a) Further develop conceptual plans and incorporate design changes.
- b) Conduct additional community meetings to solicit input and keep constituents informed.
- c) Prepare necessary presentation materials (renderings and models) to communicate design and obtain approval of design direction.
- d) Participate in Community Meetings
- e) Conduct DOEE, DCRA, DDOT and DC Water Preliminary Design Review meetings.
- f) If it is necessary for the Project, early inquiry with Public Utility Companies PEPCO and Washington Gas as well as Verizon should be conducted.

The schematic design submittal shall include at least the following:

- a) Digital site and floor plans (including adjacencies and room locations);
- b) Preliminary building elevations and sections;
- c) Plan-to-Program comparison;
- d) Preliminary LEED scorecard;
- e) Design narrative; and
- f) 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 and an estimated line item cost.

2.2.2.2 Constructability/Sole Source/Long-Lead Time Memorandum.

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

2.2.2.3 Design Development. The Design-Builder shall prepare a set of design development documents (“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 Department shall have the right to disapprove the Design Development Documents submittal for any reason.

The design development submittal shall include at least the following:

- a) Detailed and dimensioned plans, wall sections, building section, and schedules;
- b) Draft specifications for materials, systems, equipment;
- c) Complete code compliance analysis and drawing;
- d) Space-by-space equipment layouts for key spaces. As part of the design development phase, the Design-Builder and/or the Architect and any design consultants shall confer with representatives from DHS and the Department regarding these layouts to confirm that they are acceptable to DHS;
- e) A preliminary lay-out for furniture, fixtures, and equipment;
- f) Preliminary designs for approved building system upgrades. With regard to HVAC systems, the submission should include: (i) a detailed description of the proposed mechanical systems; (ii) their general layout, including ‘Single-Line Diagrams’ (aka ‘Riser Diagrams’); and (iii) any required load calculations. The HVAC design solution would also include preliminary layouts of other major components of the HVAC system, including the type and location of energy recovery units (ERUs), variable air volume (“VAV”) boxes, condensing units, and any related system appurtenances; and
- g) Updated LEED scorecard.
- h) Present the design to CFA, Office of Planning, and other regulatory agencies as required
- i) Register the project with USGBC to obtain LEED certification and pay all registration fees.
- j) Participate in community meetings.

2.2.2.4 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 update the Department with the status of each permit that is required for the Project. The Design-Builder shall engage such permit expeditors as the Design-Builder deems necessary or appropriate in light of the Project’s schedule.

2.2.2.5 Entitlements. The Design-Builder shall 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) OP, and (iii) the CFA. Given the nature of the Work, it is not envisioned that such approvals will require extensive hearings or submissions.

2.2.3 Bidding Procedures

The Department desires the selected design-builder to provide the maximum level of participation for SBEs and CBEs, and to provide the maximum level of participation by District of Columbia residents in performing the work.

2.2.3.1 Develop Offeror/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 residents. A copy of this deliverable shall be provided to both the COTR and the Contracting Officer.

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

The Contractor shall work diligently to design and advertise bid packages that enable the highest SBE and CBE utilization potential without adversely affecting the project bid process or financial feasibility. The Contractor shall begin with the baseline assumption that all subcontracted work is potentially available for SBE or CBE participation. The Contractor shall at a minimum:

1. Provide creative solutions to maximize SBE and CBE participation in major packages (including but not limited to mechanical, electrical, and plumbing), without adversely impacting project delivery or financial feasibility.

2. Unbundle bid packages to create maximum practicable SBE opportunity, in terms of number of contracts and contract dollar value
3. Research the local SBE/CBE marketplace to determine the scopes of work with highest SBE/CBE availability
4. Attempt to contract with more than one SBE for areas of high availability to expand the subcontractor pool and increase the number of opportunities to SBEs
5. Require SBE sub-tier outreach for all large packages and incorporate SBE participation commitments into selection criteria
6. Employ strategies to sequence the work and subcontract amounts, wherever possible, to allow SBE businesses to take on larger contract values spread out over the duration of the project
7. Restrict smaller dollar value bid packages (\leq \$250K) to SBEs; trade packages shall not be parceled, split, or divided to avoid the \$100,000 threshold above which three (3) bids are required
8. Carry out “good faith efforts” to conduct market research and bid package advertisement, using available resources including but not limited to: the DSLBD database, trade organizations, and community groups
9. As part of good faith efforts described above, conduct at least one SBE/CBE subcontractor outreach forum and at least one DC resident hiring outreach forum to increase awareness and participation among SBEs, CBEs, and DC residents. The SBE/CBE outreach forum shall take place sufficiently in advance of trade bidding to advertise and receive meaningful responses on all bid packages. (See attached Subcontractor Outreach Forum Guidelines (**Attachment R**))
10. Solicit SBE and CBE bids on all trade packages and review at least 3 SBE or CBE bids per trade package.

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

2.2.4 Early Release/Abatement & Demolition

2.2.4.1 Abatement & Selective Demolition. Once the schematic design has been approved, the Department may release the Design-Builder to commence hazardous material abatement and interior demolition, or other early activities, as applicable.

2.2.4.2 Long Lead Materials. The Department will authorize the ordering of 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.

2.2.5 Design Management

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

2.2.5.1 Mid-Point Construction Document Review. Based on the approved Design Development Documents and any approved Value Engineering, the Design-Builder shall prepare a set of Construction Documents. It is contemplated that the Construction Documents 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.

2.2.5.2 Construction Document Review & Coordination. The Design-Builder shall complete each of the Construction Documents packages in a manner that addresses the concerns raised by the Department during the review contemplated in **Section 2.2.5.1** for such package. The Design-Builder shall issue one or more set of permit documents to the Department for its review and approval (“Permit Set”). With regard to each such set, the Design-Builder shall highlight (or bubble) any aspect of the design that represents a material deviation from the approved Design Development Documents and shall address in a narrative format the impact, if any, such departure shall have on the Project’s aesthetics, functionality or performance. The Department shall have the right to disapprove the Construction Documents for any reason. If the Department disapproves the Construction Documents, the Design-Builder will not be entitled to any additional compensation.

2.2.5.3 Code Review. The Design-Builder shall submit the Permit Set to the Department of Consumer and Regulatory Affairs (“DCRA”) in order to obtain the necessary building permits to construct the Project. The Design-Builder shall monitor the permit process and shall incorporate any changes or adjustments required by the Code Official. The Design-Builder shall also issue any such changes to the Department for its review and approval. In this submittal, the Design-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. Subsequent to obtaining the necessary building permits, the Design-Builder shall prepare one or more sets of “issued for construction documents” (the “IFC Set(s)").

2.2.5.4 Design Changes. If it should become necessary to amend any of the approved IFC Set(s), the Design-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 such document within ten (10) business days after issuance, unless otherwise denied, such document shall be deemed approved, provided however that the Department has not advised that such document is still under review.

2.3 Construction Phase

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

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

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

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

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

2.3.5 Weekly Progress Meetings. Throughout the Work, the Design-Builder shall conduct weekly progress meetings following the Design-Builder's generated agenda with the

Department's Project Manager and key trade subcontractors. The Design-Builder shall draft and circulate the meeting minutes on a weekly basis.

2.3.6 Move-in Assistance. The Design-Builder shall assist DHS in relocating FF&E and other items, as applicable. The Lump Sum Price shall include an allowance and Scope of Work for these activities.

2.3.7 Delay Liquidated Damages. In addition to the liquidated damages provided for in Sections 2.13.2 relating to Key Personnel, and 2.2.1.8 relating to deliverables, if the Scope of Work is not substantially complete by the Substantial Completion Date, the Design-Builder shall be subject to liquidated damages in an amount of Six Thousand Five Hundred Dollars (\$6,500) 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.

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

2.3.9 Salvage Value. In general, the salvage value of construction material located in the existing building shall accrue to the Design-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 of equipment has a salvage value of more than Twenty Thousand dollars (\$25,000).

2.4 RESERVED

2.5 Site Safety

2.5.1 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, and shall comply with the requirements set forth in **Article 16, Section F** of the Standard Contract Provisions.

2.5.2 Safety Plan. Prior to the start of construction activities, the Design-Builder shall prepare a safety plan for the Construction Phase conforming to OSHA 29 CFR 1926 (such plan, the "Safety Plan"). This Safety Plan developed by the Design-Builder shall describe the proposed separation and the specific nature of the safety measures to be taken including fences and barriers that will be used and the site security details. This Safety Plan will be submitted to the Department and DHS for their review and approval prior to the commencement of construction. Once the Safety Plan has been approved, the Design-Builder shall comply with the plan at all times during construction. The Design-Builder shall be required to revise the Safety Plan as may be requested by the Department or DHS. The Design-Builder will not be permitted to commence the Construction Phase until the Safety Plan is submitted and in no event shall any resulting delay constitute an excusable delay. Additionally, the Design-Builder shall comply with the requirements of **Article 27, Section A** of the Standard Contract Provisions.

2.5.3 Safety Barriers/Fences. As part of its responsibility for Project safety, the Design-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 DHS. 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.

2.5.4 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.

2.5.5 Exculpation. The right of the Department and DHS 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.

2.6 Reporting Requirements

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

2.6.1 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.

2.6.2 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 2.2.1.2 of this RFP. The update shall reflect the actual progress of the Project, identify developing or potential delays, regardless of their cause, and reflect the Design-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.

2.6.3 Use of Prolog. The Design-Builder shall utilize the Department's Prolog system to submit any and all documentation required to be provided by the Design-Builder, including, but not limited to: (i) requests for information; (ii) submittals; (iii) meeting minutes; (iv) invoices/applications for payment (full package including all forms required by the Department); (v) certified payrolls (in addition to upload via LCP Tracker); (vi) drawings and specifications; (vii) punchlist; and (viii) other documents as may be designated by the Department.

2.7 Workhours; Coordination with DHS and Community

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

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

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

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

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

2.8 Quality Control Plan

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

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

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

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

2.9 Project Close-out

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

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

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

No later than thirty (30) days following the Substantial Completion Date, the Design-Builder shall prepare and submit: (i) a complete set of its Project files; and (ii) a set of record drawings.

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

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

2.10 Compensation. The Design-Builder shall be paid a Lump Sum Price to complete this Project. Such Lump Sum Price shall be a firm, fixed price to fully complete the Project's scope of work in accordance with the terms of the Design-Build Agreement, and shall include, but is not limited to, all design services, labor, materials, equipment, insurance and bonds. The Design-Builder shall be paid its compensation in a series of progress payments and a final payment. Progress payments shall be based on a Schedule of Values that is agreed upon by the Parties as well as the Program Manager's good faith estimate of the level of completion for each component of the Schedule of Values. Design-Builder shall prepare the Schedule of Values which breaks down the Lump Sum Price for the various parts of the Work. The Schedule of Values shall be maintained in such a manner to provide a breakdown of the Lump Sum Price in enough detail to facilitate continued evaluation of applications for payment and progress reports. Large subcontracts shall be broken into several line items where, in the opinion of the Program Manager, such detail is necessary to properly track the progress of the Work. The proposed schedule of values shall also include separate line items for each part of the Work if so required by the Program Manager. The Design-Builder and the Program Manager shall meet as necessary to maintain the schedule of values for the Project in a manner acceptable to the Program Manager. No progress payments shall be made unless the then current Schedule of Values is acceptable to the Program Manager.

2.11 RESERVED

2.12 Excluded Cost Elements

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

- a) 3rd Party Material Testing;
- b) Commissioning;
- c) 3rd Party Inspections;
- d) Costs of active DHS equipment;
- e) 3rd Party Plan Review; and
- f) Public Art.

2.13 Key Personnel; Diversion

2.13.1 Identification of Key Personnel. The following individuals shall be considered key personnel ("Key Personnel"): (i) the Project Executive; (ii) the Field Superintendent; (iii) the Project manager who will supervise the interior design and Work; (iv) the Project Manager who will supervise the Mechanical, Electrical, and Plumbing ("MEP") work; and (v) the individual that will manage quality control and interact with the Department's quality control representative. The Design-Builder will not be permitted to reassign any of

the Key Personnel unless the Department approves the proposed reassignment and the proposed replacement.

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

2.14 Sustainable Design Considerations

2.14.1 LEED Gold certification is required for the project. However weight will be given to designs that go above and beyond this requirement and pursue more stringent energy or sustainability related certifications and principles, In addition, prominent and visually compelling energy saving designs such as a green roof, green space elements and landscape, a solar installation (generation or domestic hot water), and/or other visible features are also encouraged. All designs should maximize available resources to create these features. These features should not be a substitution for core service provision areas, but rather complement these services. Preference will be given to the designs that provide the overall highest value and shortest (less than five-year) payback period for significant investments.

2.14.2 The Design-Builder team shall provide a prices for the construction of this building to meet the minimum LEED Gold as well as an add alt for the additional more stringent energy and sustainability design items that they are proposing for this site.

2.14.3 Additionally, the design team should demonstrate considerations for sustainable design criteria. An analysis of what principles were taken into consideration and if ruled out, reasoning why. Designs should embrace DC resilience and sustainability plans, goals, and criteria.

2.14.4 Design considerations shall focus on the following categories: materials, life cycle, operations and maintenance, water savings, energy savings, before turning to active systems, health/wellness/wellbeing of the occupants of the space, the building's impact on the site (community amenities, bike access, stormwater runoff reduction, etc.), and reducing energy consumption and offset if possible on-site.

2.15 Building Information Modeling (BIM)

DGS is implementing Building Information Modeling (BIM) as a standard on the Ward 1, STFH Project (Attachment A9). DGS's BIM plan will facilitate more informed decision making, design-intent communication, project coordination across various phases, enhanced project delivery schedule and budget management, post-construction asset and facility management, building automation. This will be accomplished through the real time collaboration and utilization of a common data environment.

Dept. General Services uses Building Information Modeling (BIM) and, as such, will require a BIM process to be followed for Short Term Family Housing, Ward 1 Pilot Project.

This process will include the following additional tasks and deliverables:

DGS will require the following Autodesk software for the design and construction phase of this project.

Design Phase – Software Required by the Design / Build Team

1. Autodesk Revit 2018 or higher
2. Autodesk's Collaboration for Revit (BIM360 Design)
3. Autodesk Navisworks Manage 2018 or higher

Construction Phase -

1. Autodesk Revit 2018 or higher
2. BIM360 Field - Subscriptions provided by DGS
3. BIM360 Glue - Subscriptions provided by DGS
4. BIM360 Docs - Subscriptions provided by DGS

By following this BIM standard DGS and chosen contractors will use industry standard technology from Autodesk. It is DGS' intent to benefit from project data ownership, greater project insight, and design-intent communication, project coordination across various phases, enhanced project delivery schedule and budget management and to realize greater post-construction asset and facility management benefits throughout the lifecycle of the building.

2.16 Deliverable List

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

2.16.1 Design and Preconstruction Phase Deliverables

- a) Project Schedule.

- b) List of Long Lead Items that could adversely impact the Project's schedule and recommendations for purchase.
- c) Concept Designs.
- d) Schematic Design.
- e) Design Development Documents.
- f) Permit Set of Construction Documents.
- g) Permit Set of Construction Documents, including DCRA plan review responses.
- h) Issued for Construction Documents.
- i) Report outlining Value Engineering strategies.
- j) Construction Phase Baseline Schedule.
- k) 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/Engineer.
- l) Insurance Certificates
- m) Payment and Performance Bonds

2.16.2 Construction Deliverables

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

2.16.3 Close-Out Deliverables

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

2.17 Licensing, Accreditation and Registration

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

2.18 Conformance with Laws

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

2.19 Davis-Bacon Act

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

2.20 Time is of the Essence

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

PART 3 - EVALUATION AND AWARD CRITERIA

3.0 Evaluation Criteria

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

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

3.1 Evaluation Process

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

3.2 Evaluation Committee

Each Offeror's Submission shall be evaluated in accordance with this **Part 3** by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the Offeror(s) whose Submission(s) are determined by the source selection official to be the most advantageous to the Department in accordance with 27 DCMR §§ 1613.5 and 1630.5 and not necessarily the Offeror (s) with the highest score as evaluated per the factors in **Section 3.4** of this RFP.

3.3 Oral Presentation

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

3.3.1 Length of Oral Presentation

Each Offeror will be given up to sixty (60) minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately forty five (45) minutes for

the Evaluation Committee to assess the presentation and prepare questions. The Offeror will then respond to questions from the Department's Evaluation Committee for no more than ninety (90) minutes.

3.3.2 Oral Presentation Schedule

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

3.3.3 Offeror Attendees

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

3.3.4 Topics

The Offeror may present information about its capabilities and special qualifications to serve as the Design-Builder for this Project, including the qualifications of Key Personnel.

3.4 Proposal Evaluation

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

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

The Department desires to engage a Design-Builder with the experience necessary to accomplish the objectives set forth in the RFP. The construction component of each Design-Builder will be evaluated based on their demonstrated experience in: (i) construction and renovation projects in an urban setting; (ii) construction and renovation of multifamily housing facilities; (iii) knowledge of and access to local subcontracting market with and demonstrated successful compliance with subcontracting requirements; (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.

3.4.2 Key Personnel of the Builder (10 points)

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

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

The Department desires to engage a Design-Builder with a design component that possesses the experience necessary to accomplish the objectives set forth in the RFP. The design component of each Design-Builder will be evaluated based on their demonstrated experience in: (i) the design of projects in an urban setting; (ii) design of multifamily housing facilities; (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.

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

The Department desires that the design component of the Design-Builder assign to this Project personnel who have experience in designing and completing construction projects on-time and on-budget. The personnel so assigned should have the necessary experience and professional credentials for the role each such individual is assigned. At a minimum, the proposal should identify: (i) the design principal-in-charge; (ii) the project designer; (iii) the project architect; (iv) the landscape architect; and (v) the civil engineer, (vi) the key Mechanical, Electrical and Plumbing (MEP) engineers; (vii) the key structural engineers; and (viii) any key subcontractors that will be providing design-assist services.

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

3.4.5 Project Management Plan, Preliminary Schedule and Preliminary Design (40 points)

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

The Project 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 Offeror's narrative shall include a Preliminary Schedule which shall be coordinated with the approach.

In addition, the **Offerors shall submit a Preliminary Design that meets the basis of design requirements included with Attachment A.**

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

3.4.6 Price (20 points)

Offerors will be required to bid a Lump Sum Price. Such Lump Sum Price shall be the Design-Builder's sole compensation to advance the design and complete the construction of the Ward 1 facility in accordance with the Department's goals as outlined herein and in the Design-Build Agreement. Each Offeror will be required to complete and submit with their Proposal a copy of the pricing sheet set forth as **Attachment B**, which includes all these price components. The pricing sheet shall be submitted as part of Volume 2 (i.e. the price proposal) as more fully described in **Part 5** of this RFP. These price components will be worth up to twenty (20) points.

3.4.7 CBE Preference (12 points)

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

PART 4 - ECONOMIC INCLUSION

4.0 Preference for Small, Local, and Disadvantaged Business Enterprises

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

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

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

4.1 Preferences for Certified Joint Ventures

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

- a) A copy of the certification acknowledgment letter must be submitted with the Offeror’s Proposal.
- b) Any vendor seeking certification in order to receive preferences under this RFP should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 850N

Washington DC 20001
(202) 727-3900

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

4.2 Subcontracting Plan

An Offeror responding to this RFP which is obligated to subcontract shall be required to submit with its Proposal, any Subcontracting Plan required by law. Offeror's responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a Subcontracting Plan that is required by law. If the Agreement is in excess of (\$250,000), **at least (50%) of the dollar volume of the Agreement shall be subcontracted with certified business enterprises (CBE), 35% with small business enterprises (SBE) and 15% with resident owned business enterprises (ROB).** The Subcontracting Plan form is provided in Attachment G.

Though the above requirements exceed the statutory requirements set forth in the Small and Certified Business Enterprise Development and Assistance Amendment Act of 2014, the Department desires the selected design-builder to provide the maximum level of participation for SBEs, CBEs, and ROB, and views these goals as a minimum with potential to far exceed.

4.2.1 Mandatory Subcontracting Requirements per the Small and Certified Business Enterprise Development and Assistance Amendment Act of 2014

- a) Unless the Director of the Department of Small and Local Business Development has approved a waiver in writing, for all contracts in excess of (\$250,000), at least (35%) of the dollar volume of the Agreement shall be subcontracted to qualified SBEs.
- b) If there are insufficient SBEs to completely fulfill the requirement of paragraph **(a)** of this **Section 4.2.1** above, then the subcontracting may be satisfied by subcontracting (35%) of the dollar volume to any qualified CBEs; provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- c) A Design-Builder ("Prime Contractor") that is certified by Department of Small and Local Business Development as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of paragraphs (a) and (b) above of this **Section 4.2.1**.
- d) Except as provided in paragraphs (e) and (g) below of this **Section 4.2.1**, a Prime Contractor that is a CBE and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least (50%) of the contracting effort with its own organization and resources and, if it subcontracts, (35%) of the subcontracting effort shall be with CBEs. A CBE Prime

Contractor that performs less than (50%) of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

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

4.2.2 Subcontracting Plan Requirements

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

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

4.2.3 Copies of Subcontracts

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

4.2.4 Subcontracting Plan Compliance Reporting

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

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

4.2.5 Annual Meetings

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

4.2.6 Notices

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

4.2.7 Enforcement and Penalties for Breach of Subcontracting Plan

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

4.2.8 CBE as Prime Contractor

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

4.3 Residency Hiring Requirements for Contractors and Subcontractors

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

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

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

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

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

4.4 Apprenticeship Act

The D.C. Apprenticeship Act of D.C. Law 2-156, ("Act") as amended shall apply to this Project. All subcontractors selected to perform work on the Project on a craft-by-craft basis shall be required to comply with this Act. All terms and conditions of the D.C. Apprenticeship Council

Rules and Regulations shall be implemented. The Prime Contractor shall be liable for any subcontractor non-compliance.

PART 5 - PROPOSAL ORGANIZATION AND SUBMISSION

5.0 General

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

5.1 Submission Identification

Submissions shall be proffered in a complete original proposal (Technical and Price Proposals); one (1) copy of the Price Proposal; and five (5) copies of the technical portion of the Proposal as outlined below; an electronic copy of the complete original proposal either on USB flash drive or CD-ROM shall also be provided. The Offeror's original Submission shall be placed in a sealed envelope conspicuously marked: "**Proposal for Design-Build Services Ward 1 Short Term Family Housing Facility DCAM-18-CS-0085.**"

5.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

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

5.3 Date and Time for Receiving Submissions

Submissions shall be received in the place identified in **Section 5.2** of this RFP no later than 2:00 P.M. on **June 21, 2018**. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

5.4 Submission Size, Organization and Offeror Qualifications

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

5.4.1 Executive Summary of Proposal

Each Offeror should provide a Proposal executive summary of no more than three pages of the information contained in **Section 5.4.2**.

5.4.2 General Team Information and Firm(s) Data

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

- a) Name(s), address(es), and role(s) of each firm (including all sub-consultants)
- b) Firm profile(s), including:
 1. Age.
 2. Firm history(ies).
 3. Firm size(s).
 4. Areas of specialty/concentration.
 5. Current firm workload(s) projected over the next year.
 6. A list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Department and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting a proposal to this RFP need be listed.
- c) Description of the team organization and personal qualifications of key staff, including:
 1. Identification of the single point of contact for the Offeror.
 2. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the Offeror.
 3. A list or chart of all personnel proposed for the Project. Such list or chart should include the following information for each individual:
 - (i) The individual's name.
 - (ii) The individual's role.
 - (iii) The percentage of time that will be devoted by the individual to the Project. This should be identified for each phase of the Project.
 - (iv) The individual's resume. Resumes should indicate the individual's experience on the eight (8) relevant projects and identify the role of the individual in each past project noted on the resume. The resume should also clearly identify how long the individual has worked in the construction industry and should indicate the number of years of experience in his or her current role and the prior roles.
 - (v) The individual's current workload over the next two years.
 4. A chart showing the experience that the key team members have working together..

5.4.3 Relevant Experience & Capabilities of the Builder and Architect

- a) Detailed descriptions of no more than eight (8) projects that best illustrate the team's experience and capabilities relevant to this Project. For each such project, the Offeror should provide the information requested below:

1. The name and location of the project.
 2. The square footage of the project
 3. A short narrative of the scope of the contractor's work on the project.
 4. The delivery method implemented on the project.
 5. The start and end dates for construction.
 6. The date of builder's engagement and point during the design process at which builder was engaged (e.g., schematic design 50% complete; schematic design 100%complete, etc.).
 7. The level of completion of design documents that the initial contract value was based on.
 8. The actual substantial completion date and the final contract value.
 9. SBE and CBE Subcontracting participation levels achieved, as applicable; and
 10. DC residents hired and apprentice participation relative to goals, as applicable.
- b) The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms **Attachment O**, are completed and submitted on behalf of the Builder and a minimum of three (3) Past Performance Evaluation forms for the Architect directly to the Department's POC stated in **Section 1.7** by the due date for Proposals as specified in **Section 5.3**.
- c) If the Offeror is a team or Joint Venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or Joint Venture in light of their role in the proposed team or Joint Venture.

5.4.4 Project Management Plan, Preliminary Project Schedule and Preliminary Design

The Project Management Plan should contain the information requested in **Section 3.4.4** of the RFP.

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

5.4.5 Price Proposal

The Price proposal shall be organized and include the following:

- a) **Bid Form.** Each Offeror shall submit a bid form substantially in the form of Attachment B. Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the Proposal non-responsive.
- b) **Bidder-Offeror Certification Form.** Each Offeror shall complete and submit with its Price Proposal the Bidder-Offeror Certification Form attached hereto as Attachment C. An Offeror who submits an incomplete or improperly or inaccurately completed Bidder-Offeror Certification Form may be deemed non-responsive.
- c) **Tax Affidavit.** Each Offeror must submit a tax affidavit substantially in the form of Attachment D. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia Government.
- d) **SBE Subcontracting Plan.** Each Offeror shall complete and submit a Subcontracting Plan in the form of Attachment G.
- e) **First Source Employment Agreement and Employment Plan.** Each Offeror shall complete and submit as part of its Technical Proposal a First Source Agreement in the form of Attachment H
- f) **Equal Employment Opportunity (Attachment I)**
- g) **Bid Bond.** Each Offeror shall submit with their Price Proposal a bid bond in the amount specified and further explained in Part 9, Section 9.0, in the form of Attachment K.
- h) **Conflict of Interest Form Attachment M**

PART 6 - BIDDING PROCEDURES & PROTESTS

6.0 Contact Person

Offerors should contact the department's POC as stated in **Section 1.7** for information about this RFP or for any written questions or inquiries regarding the RFP.

6.1 Preproposal Conference

A preproposal conference will be held on **May 24, 2018 at 11:00 A.M.** The conference will be held at the Department of General Services, 2000 14th Street N.W., 2nd Floor Conference Room, Washington, DC 20009. Interested Offerors are strongly encouraged to attend.

6.2 Explanations to Prospective Offerors

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

Requests should be directed to the Department's POC at the address listed in **Section 1.7** no later than **June 7, 2018**. The person making the request shall be responsible for prompt delivery.

6.3 Protests

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

6.4 Contract Award

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

and other factors in accordance with Title 27 DCMR § 1613.5. As such, the Agreement contemplated hereunder will be awarded to the Offeror whose competitive sealed Proposal is determined by the source selection official to be the most advantageous to the Department considering technical merit and other factors.

6.5 Retention of Submissions

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

6.6 Examination of Submissions

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

6.7 Late Submissions: Modifications

- a) Any Submission or best and final offer received at the office designated in **Section 5.2** after the time specified in **Section 5.3** shall not be considered.
- b) Any modification of a Submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in **Section 6.7 (a)** stated above.
- c) The only acceptable evidence to establish the time of receipt at the Department's designated office is the time-date stamp of such installation on the Submission wrapper or other documentary evidence of receipt maintained by the installation.
- d) Notwithstanding any other provisions of this RFP to the contrary, a late modification of an otherwise successful Submission which makes its terms more favorable to the Department may be considered at any time as received and may be accepted.
- e) Submissions shall be irrevocable and remain in full force and effect for a period not less than one hundred twenty (120) days after receipt of Submissions.

6.8 No Compensation for Preparation of Submissions

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

6.9 Rejection of Submissions

The Department reserves the right, in its sole discretion:

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

6.10 Limitation of Authority

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

6.11 Non-Responsive Proposals

6.11.1 Pricing. In general, the Department will consider a Proposal non-responsive if any pricing element of the Offeror's price is Thirty Percent (30%) higher than the median price submitted by other Offerors. If there are no more than two (2) Offerors, the independent government estimate shall be used to establish a median price. The Department reserves the right to deem a Proposal non-responsive if any pricing element of the Offeror's price is Thirty Percent (30%) higher than the median price.

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

6.11.3 Exceptions. The Department may consider a proposal non-responsive if the Offeror identifies any changes or exceptions to the Standard Contract Provisions, the Agreement, and/or the Letter Contract.

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

PART 7 - DESIGN BUILD AGREEMENT

7.0 Contract Documents

The Design-Build Agreement will be issued via Addendum to the RFP as **Attachment Q**. The Standard Contract Provisions, are attached hereto as **Attachments F1 and F2**. Offerors should carefully review the Design-Build Agreement and Standard Contract Provisions when submitting their Proposals. To the extent there are any ambiguities or inconsistencies between this RFP, the Standard Contract Provisions and Design-Build Agreement shall have precedence. Offerors are advised that they are required to submit their Proposals premised upon agreeing to the terms of the Standard Contract Provisions and entering into a Letter Contract (**Attachment P**), and subsequently, the Design-Build Agreement. **A proposal that identifies or describes changes or exceptions to the Standard Contract Provisions, the Design-Build Agreement, or the Letter Contract, as defined in Section 2.2.1 of this RFP, may be deemed non-responsive.**

PART 8 - INSURANCE REQUIREMENTS

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

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

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

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

- 8.1.1 Commercial General Liability Insurance (“CGL”) - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
- 8.1.2 Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- 8.1.3 Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
- 8.1.4 Employer’s Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer’s liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

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

- 8.1.5 Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor’s employees which result in a loss to the District. The policy shall provide a limit of \$50,000 per occurrence.
- 8.1.6 Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property,

including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

- 8.1.7 Environmental Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of pollution legal liability insurance covering losses caused by pollution conditions that arise from the ongoing or completed operations of the Contractor. Completed operations coverage shall remain in effect for at least ten (10) years after completion of the work. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), cleanup costs, liability and cleanup costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). There shall be neither an exclusion nor a sublimit for mold-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution legal liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous coverage will be maintained or an extended reporting period will be exercised for at least ten (10) years after completion. The Contractor also must furnish to the Owner certificates of insurance evidencing pollution legal liability insurance maintained by the transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.
- 8.1.8 Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts, whether between employees of contractor or against third parties. Contractor will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
- 8.1.9 Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each

wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.

- 8.1.10 Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$20,000,000 per occurrence and \$20,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

Construction Projects Controlled by the District

For construction projects controlled by the District, the District will procure a Builders Risk policy with the District listed as the first named insured. The District will control the placement of the policy

Builders Risk – The District shall purchase and maintain builders risk insurance at 100% replacement cost upon the entire Work at the site and portions of the Work stored off the site with the District's approval, and contingent transit coverage for portions of the Work in transit. This insurance shall include the interests of the District, the Contractor and the Subcontractors in the Work and shall insure against all risk of physical damage subject to standard exclusions. Losses not covered by the District's insurance or Contractor's insurance shall be borne pursuant to the provisions of the Contract. The builders risk policy will have a deductible of not more than \$10,000. Losses within the deductible will be paid by the Contractor or the responsible Subcontractor. If not covered under the builders risk insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the Work stored off the site or in transit.

8.2 PRIMARY AND NONCONTRIBUTORY INSURANCE

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

- 8.3 DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia, and shall carry listed coverages for ten years for

construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

- 8.4 LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- 8.5 CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- 8.6 MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- 8.7 NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- 8.8 CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:

Franklin Austin
Contracting Officer
1250 U Street, 3rd Floor
Washington, DC 20009
franklin.austin5@dc.gov

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

additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

8.9 DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

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

PART 9 - BONDS REQUIREMENTS

9.0 Bid Bond

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

9.1 Trade Subcontractor Bonds

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

9.2 Payment and Performance Bonds

In addition to the trade subcontractor bonds required by **Section 9.1**, the Design-Builder will be required to post a payment and performance bond having a penal value equal to the Lump Sum Price at the time the Agreement is executed.

PART 10 - MISCELLANEOUS PROVISIONS

10.0 Conflict of Interest

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

10.1 Definitions

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

10.2 Abbreviations

The following are abbreviations used throughout this RFP:

CPM	Critical Path Method
LEED	Leadership in Energy & Environmental Design
NTP	Notice to Proceed
RFP	Request for Proposals
OP	Office of planning
CO	Contracting Officer
CCO	Chief Contracting Officer
CA	Contract Administrator
CFA	Commission of Fine Arts
COTR	A Contracting Officer's Technical Representative
DHS	Department of Human Services
CBE	A Certified Business Enterprise
SBE	Small Business Enterprises