Contracts and Procurement

REQUEST FOR PROPOSALS
DESIGN-BUILD SERVICES
FOR
SIMON ELEMENTARY SCHOOL MODERNIZATION

Solicitation Number:	**DCAM-25-CS-RFP-0024**
Solicitation Issue Date:	**October 20, 2025**
Pre-Proposal Conference and Site Visit:	**October 30, 2025, at 3:30 PM,** **401 Mississippi Avenue SE, Washington, DC 20032** **Simon Elementary School**
Due Date for Questions:	**November 4, 2025, at 2:00 PM**
Proposal Due Date:	**November 17, 2025, at 2:00 PM**
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PART 1 - PROJECT INTRODUCTION AND INSTRUCTIONS FOR OFFERORS

1.0 Procurement Overview

The District of Columbia ("District") Department of General Services (the "Department" or "DGS") is issuing this Request for Proposals ("RFP") to solicit design-build proposals ("Proposal(s)") from offerors ("Offeror(s)") interested in serving as the design-builder (the "Design-Builder" or the "Contractor") for the modernization of Simon Elementary School ("Simon ES"), located at 401 Mississippi Avenue SE, Washington, DC 20032 (the "Project").

1.1 Project Overview and Background

The Department anticipates awarding a design-build contract (the "Agreement", "Contract" or "Design-Build Agreement") to the Offeror whose Proposal is most advantageous to the District pursuant to the evaluation and award criteria in **Part 3** of this RFP. The Project includes full design and construction services for Simon ES, which will be approximately 74,000 square-feet school facility.

The Design-Builder shall design and construct a combination of renovation of the existing and new construction to increase the existing footprint to accommodate the square footage required in the educational specifications ("Ed Specs(s)" or "Educational Specifications") to bring it in line with the District of Columbia Public Schools ("DCPS") Ed Specs as set forth in **Attachment A3**.

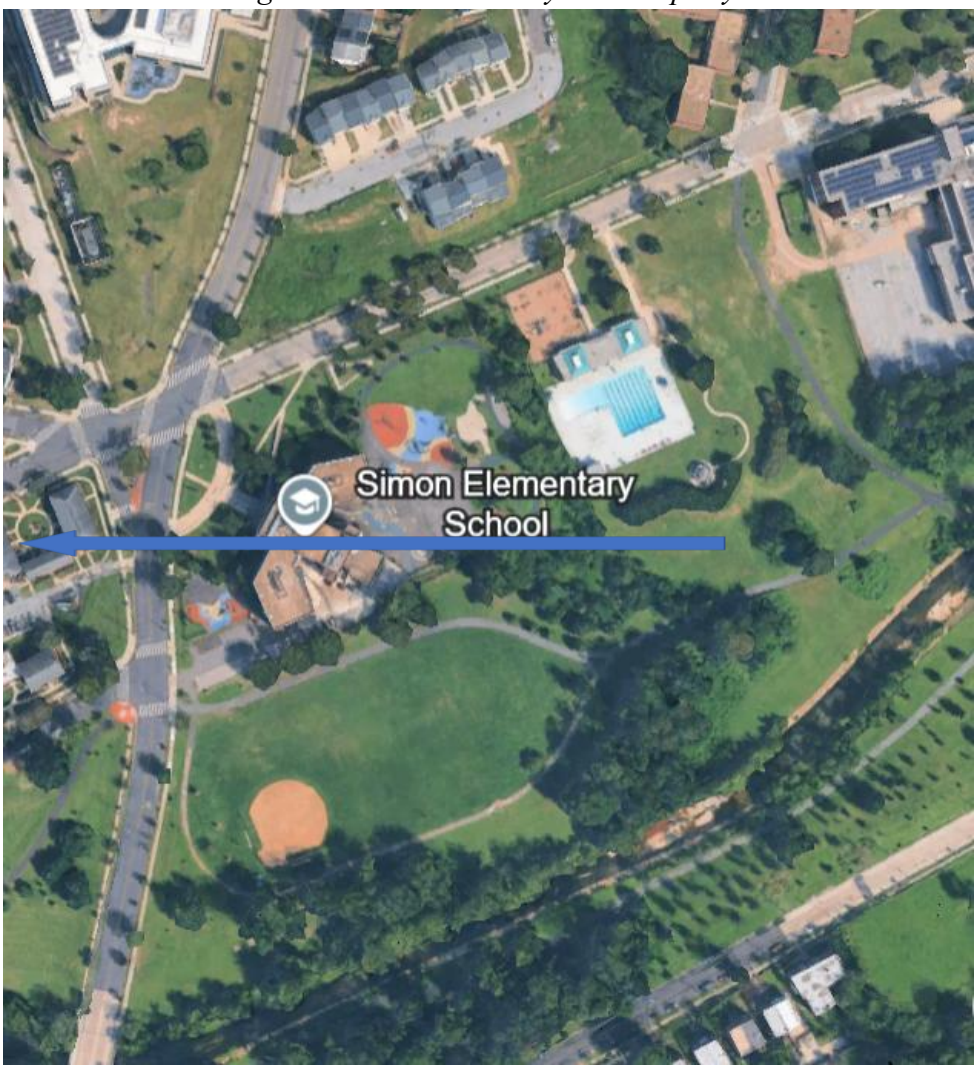
The historic Simon ES was built in 1949 and has a matching sister school, the Birney Building, which houses Excel Academy. The building is situated back from Mississippi Avenue with a generous front lawn that is anticipated to be preserved as part of the historic design. The site is part of an existing National Park Service Transfer of Jurisdiction (TOJ) that will most likely need to be expanded to accommodate school growth. The Department will bring on a Land Use Attorney to address the expansion of the TOJ. The site also sits within the flood plain and the Design-Builder is expected to investigate any mitigation efforts required for the existing and potential new construction.

The Department anticipates the historic building to remain, however, the more recent ramp addition at the front entrance may require redesign. The Design-Builder shall recommend a design that is most advantageous to the Project. DGS and DCPS expect the final design to resolve accessibility and traffic pattern concerns and provide a fully accessible and equitable school entrance and a safe, separated area for parking and loading which does not cross paths with pedestrian access. The Project shall include all new outdoor play and educational areas per the education specifications, parking and loading facilities, and all new site fencing meeting the education specific and technical specifications. Any existing exterior site amenities shall be at a minimum replaced in kind unless otherwise determined through the course of the project. The soccer pitch was installed in 2023 and is expected to remain or be replaced in-kind. The Project had a Phase 1 Modernization in 2012. The Project shall include provisions for bioretention areas to be used as an educational asset. Exterior site improvements will be a significant portion of the community engagement process and subject to change.

Attachment B1, **Attachment B2**, **Attachment B3**, **Attachment B4** and **Attachment B5** provide further information on the existing building condition.

Any new synthetic playground must be accompanied by a certificate of compliance with regulatory standards for all existing public synthetic playgrounds, as required by D.C. Code § 10-171.03.

Aerial view showing the Simon ES Facility and Property



Simon ES Facility

The Ed Spec summary sheet and the Ed Specs front-end narratives are included in **Attachment A2** and **Attachment A3,** and Technical Standard Specifications and Owner's Project Requirements are included in **Attachment X**. As part of the design process, the Design-Builder will work closely with the school leadership, various DCPS central office departments, the Project's school community, DGS, and the wider community to better understand the community's vision and the unique Project's school culture.

DCPS School Improvement Team ("SIT"): A SIT is established at every school where a modernization project is scheduled within the next 1-2 fiscal years. One of the SIT's main focuses is to provide feedback during the concept design phase and schematic design phase and to assist with disseminating information about the progress of the improvement of the school to their peers and constituencies represented on the School Improvement Team. The Design-Builder will work with DCPS and DGS to provide presentations and elicit feedback from the SIT community to assist in the design of the Project. Additionally, the Design-Builder shall work with DGS and DCPS on the Baseline schedule to have SIT feedback meetings within the active school year, avoiding summer breaks and holiday breaks. Below is a list of expected SIT meetings but it is subject to change. During the construction phase there will be regular SIT meetings to provide progress updates throughout construction.

Kick-off/Introduction
Concept Presentation
Concept Feedback Meeting
Exterior Site/Playground Visioning
Schematic Design presentation
SD Feedback Meeting
Exterior Site/Playground Working Meeting
Interior Concept (including Public Art locations)
Design Development presentation
FF&E and Construction Update
Construction Updates
Back to school SIT

DGS Percent for Art Program: DGS manages a program that offers a unique way to infuse the creations from international, national, and local artists into District-wide construction and modernization projects that the agency builds. The 'Percent for Art' program makes works of art accessible and visible throughout the District of Columbia, considered among the world's cultural capitals. As part of this Project, the Design-Builder will be working with DGS to facilitate the organization and execution of the Percent for Art Program. The Project has an art budget allowance noted in this RFP. The Design-Builder shall be responsible for entering into contracts with the selected artists and ensuring that payments are made to artists no later than forty-five (45) days after receipt of an invoice from the artist.

A secure, web-based, electronic project management ("EPM") system, ProjectTeam, shall be utilized by the Design-Builder to accommodate the information needs of all Project participants.

The EPM system will be implemented at the beginning of the design stage and maintained continuously through completion of Project closeout. All DGS and the Design-Builder's team communications, documentation, and actions must be captured and recorded in the EPM system as deemed through training and the DGS Project Team help page. Work arounds for the use of the Project Team are not acceptable. User licenses and training will be provided for all members of the Design-Builder's team who will require access to the EPM system. The members of the Design-Build team shall be required to be trained on ProjectTeam and shall be responsible for viewing training at www.projectteam.com/dgs.

1.1.1 Project Sustainability Requirements

The Project is required to meet all local and national codes, including but not limited to DC Energy Conservation, DC Green Construction Code, the Green Building Act, etc. The Project will also be required to meet the recent amendment to the Green Building Act, the Greener Government Building Amendment of 2022, which went into effect on March 10, 2023. In addition to the required codes, the project is required to meet the following:

1.1.1.1 LEED Requirements: The Project shall be designed in such a way to incorporate, at a minimum, LEED for Schools – Gold. Evaluation will be required to determine if the level of renovation qualifies for LEED certification. If the Project qualifies, the District will require the innovation LEED Pilot Credit – Integrative Process for Health Promotion(https://www.usgbc.org/credits/new-construction-core-and-shell-schools-new-construction-retail-new-construction-healthc-106.) The Design-Builder is responsible for the application and execution of LEED requirements where applicable. The Design-Builder is responsible for the application and execution of LEED requirements where applicable.

1.1.1.2 Net Zero Energy and Energy Consumption Requirements: The Project shall meet the requirements of the Greener Government Building Amendment Act which requires the Project to meet the DC standard for Net Zero Energy, Appendix Z of the DC Energy Conservation Code. The Design-Builder will be responsible for calculating the total need for solar energy to meet or exceed these requirements but will not be responsible for furnishing the solar panels, see the next section regarding the Design-Builders responsibilities for solar readiness. The project goal will be to maximize the solar array where possible. The Project shall achieve an energy use intensity ("EUI") of 22 units or less to meet the energy consumption goals of the Project.

1.1.1.3 Solar-Readiness Requirements: The solar panels will be purchased, installed, and maintained through the Department by entering into a separate solar power purchase agreement. The Design-Builder shall make the Project solar-ready by running electrical conduit for future solar locations on roofs and/or facades and building steel canopies to support solar in the future in consultation with the Department's solar owner representative. The Design-Builder and the Department's solar owner representative will work together to provide the required calculations to meet the requirements of Appendix Z onsite renewable. All projects required to meet Onsite Net Zero Energy are required to offset all building energy use within the bounds of the property. Any and all support structures or canopies

required to meet Appendix Z shall be included in the cost of the project. Solar panels over green roof systems can be considered but are not the first choice of the Department. Solar panels, inverter material, labor costs, and solar commissioning shall remain outside of the Design-Builder's scope. While it is assumed solar panels will be a part of the design to achieve Net Zero Certification, it shall not be the only strategy to achieve the Project goals. The Design-Builder shall present iterative design options to the Department and DCPS to ensure the net zero goals are in alignment with program goals for the school.

1.1.1.4 Stormwater Management: The Design-Builder is responsible for meeting all Stormwater Management requirements within the bounds of the project site. Additionally, the Design-Builder shall explore the possibility of the creation of Stormwater Retention Credits through the Department of Energy and Environment ("DOEE") Stormwater Retention Credit program. The Design-Builder is responsible for completing all the work and documentation required for certification and final approval for Stormwater Management facilities on the project.

1.2 Reserved

1.3 Project Budget and Funding Limitations

The Department is allocating a budget of $71,000,000 for this Project ("Project Budget") for full services of design, construction, public art, inspections, furniture, fixtures, and equipment ("FF&E"). The Offeror shall assume approximately 2% of the design and construction budget will be available in Fiscal Year ("FY") 2026, approximately 8% will be available in FY 2027, approximately 50% will be available in FY 2028, and approximately 40% will be available in FY 2029, and the Offeror shall be expected to execute the design and construction work in accordance with the available funding. Accordingly, Offerors are to base their Proposals on the approved budget. The Department requires that this Project will start upon execution of the Notice to Proceed ("NTP"), or Contract issued by the Contracting Officer ("Contracting Officer" or "CO") and be ready for staff, teachers, and students for the 2029/2030 school year as further described in **Section 1.6** of the RFP. However, the Contract between the Department and the Design-Builder will require submission to and approval by the Council of the District of Columbia. As part of the Project Budget Offerors shall include the following allowances:

a. Permit Allowance ($800,000.00);
b. Public Art Allowance ($500,000.00);
c. Utility Allowance ($400,000.00); and
d. Exploratory/Existing Building and Site Investigation Allowance ($200,000.00), this allowance is provided and shall cover cost of the work associated with a Geothermal Test Well, exploratory excavation cost, existing facade or window test, or similar exploratory work which is not already included in fees. The cost and use of this allowance must be provided ahead of the work being performed and be approved by the DGS Program Manager.

1.4 Compensation

The Design-Build Agreement will be a cost-plus fixed fee with a guaranteed maximum price ("Guaranteed Maximum Price" or "GMP") type contract. The form of Agreement ("Form of Contract") will be released alongside the RFP as **Attachment M**. Offerors are not required to submit trade costs or a proposed GMP with their Proposals. Those costs will be developed later in the Project in accordance with the procedures set forth in **Part 2** of this RFP.

1.5 Substantial Completion Date

The Project shall be completed as follows:

1.5.1 The Substantial Completion Date is July 16, 2029 ("Substantial Completion Date").

For the avoidance of doubt, "Substantial Completion" is defined as follows:

A. The Project's construction and installation work has been completed with only minor punchlist items remaining to be completed;
B. The Project has obtained a DOB Certificate of Occupancy. The final DOB Certification of Occupancy shall be received within thirty (30) days of Substantial Completion, and all other required permits or approvals have been obtained;
C. All Operation and Maintenance Manuals have been finalized, submitted, and approved per **Attachment U** of the RFP; per **Section 2.2.1.2,** all Operations and Maintenance Manuals shall be submitted to the Department six months prior to Substantial Completion;
D. Final warranties have been submitted for material and labor for any installed, replaced, or repaired synthetic surfaces at recreation spaces including, but not limited to, the following material types: Pour-in-Place ("PIP"), artificial grass or turf, rubber mulch, and engineered wood fiber;
E. Required training per **Attachment U** has been scheduled within thirty (30) days of the Substantial Completion Date; the Design-Builder shall provide final videotaped recordings within thirty (30) days of the Substantial Completion Date;
F. Draft Warranties have been submitted and approved per **Section 2.9.3** of the RFP;
G. The Project has obtained DC Department of Health ("DOH") approval for the kitchen and health suite;
H. The facility and site have been deep cleaned and cleared of any construction debris;
I. The Project is ready for the Department and DCPS to use it for its intended purpose;
J. All equipment, supplies, materials, and items to be installed have been installed in accordance with the manufacturer's specifications and industry standards and have undergone and passed the requisite testing and inspections;
K. Certificates of compliance with impact standards (IPEMA) for synthetic surfaces at recreation spaces have been submitted to the Department; and
L. Commissioning is complete, and a final commissioning punch list is documented with completion dates established per **Section 2.9.1** of the RFP.

The Design-Builder shall be expected to maintain the facility, until the requirements of Substantial Completion are met, regardless of the facility being occupied. The responsibility

of maintaining the facility is part of the budget outlined in **Section 1.3**. Maintenance shall be done according to the Maintenance and Operations Plan that will be developed during the Design Phase. The Design-Builder shall work on the Department's existing warranty and maintenance electronic platform.

1.5.2 The Final Completion Date is January 17, 2030 ("Final Completion Date").

For the avoidance of doubt, "Final Completion" is defined as follows:

A. All punchlist items are completed within the timeframe specified per **Section 2.9.1** of this RFP (within 60 days of Substantial Completion);
B. Each trainings are completed per **Section 2.9.2** of this RFP (within 30 days of Substantial Completion);
C. All Final Warranties are completed;
D. All remaining turnover requirements per **Attachment U** (Turnover Manual) of this RFP are complete; and
E. All buy-out records, contingencies, and allowances balance reports are submitted and approved by the Department.

1.5.3 The Administrative Completion Date is December 16, 2030, ("Administrative Completion Date").

For the avoidance of doubt, "Administrative Completion" is defined as follows:

A. All invoicing is complete;
B. LEED, Net Zero Energy and any other applicable certificates are complete; and
C. The Eleven Month Walk is complete per **Section 2.9.4** of this RFP.

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 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) in coordination with the Department develop a Project phasing plan; (iii) progress the permit drawings/specifications for the Project to construction documents ("Construction Documents"); (iv) be responsible for and participate in any ongoing community engagement process and permitting agency approvals; and (v) develop an early funding release package and a GMP for the Project. In developing the GMP, the Design-Builder will be required to obtain quotes from trade subcontractors based on the Department-approved design documents. The process by which the GMP will be formed is more fully described in the Agreement. Construction and construction administration services for early authorized work may also occur.

During the Construction Phase, the Design-Builder, in consultation with the Department, will be required to provide construction and construction administration services to construct the modernized school and assist DCPS in relocating FF&E and other items, as necessary for the District to occupy and operate the facility.

The Project shall be completed and available for occupancy by DCPS by the Substantial Completion Date.

In general, the Department envisions the following schedule and has established the following preliminary milestone dates for the entire Project. While the Department is amenable to shifting the interim design milestones dates, the Department requires that the 50% construction documents ("50% Construction Documents"), which will serve as the basis for the Design-Builder's GMP, be completed and approved no later than April 1, 2027. Any shift in the interim design milestones dates must be approved by DGS and must provide for the durations for DCPS and DGS design reviews reflected in the milestone schedule below:

Activity	**Approx. Start Date**	**Approx. End Date**
Anticipated Award	January 2, 2026	
NTP/Design Start	February 2, 2026	
Contract (if there is no NTP issued)	March 10, 2026	
Concept Design Package Submission (to be coordinated with SIT Scheduling)	18 weeks or earlier from NTP or Contract (if there is no NTP issued)	
Early Start Agreement Approved	January 2027	
GMP Proposal Submission and Approval (Based upon 50% Construction Documents)	July 2027	October 2027
Design-Builder shall have full access and control of the Project site and building.	August 30, 2027	
Substantial Completion Date	July 16, 2029	
Final Completion Date	January 17, 2030	
Administrative Completion Date	December 16, 2030	

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: Omer M. Nawazy
Title: Contract Specialist
Department of General Services
Contracts and Procurement Division
Mailing address: 3924 Minnesota Avenue NE
Washington, DC 20019
Email: omer.nawazy@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 Proposal. Written communications to the Department from Offerors shall specifically reference the correspondence as being associated with **SIMON ELEMENTARY SCHOOL MODERNIZATION RFP No. DCAM-25-CS-RFP-0024**.

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 their designated point of contact to the Department's POC as part of its Proposal, as noted in **Section 1.7**. Offerors shall notify the Department of any changes in the Offeror's designated point of contact 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 the 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 Forecasted RFP Schedule

- RFP Advertisement: October 20, 2025
- Pre-Proposal Conference and Site Visit: October 30, 2025, at 3:30 PM
- RFP Questions due to the Department: November 4, 2025, at 2:00 PM
- Proposals Due date: November 17, 2025, at 2:00 PM
- Notice of intent to award (anticipated): January 2, 2026
- Notice to Proceed / Letter Contract (if any): February 2, 2026
- Contract: March 10, 2026

1.9.2 Project Schedule

The Department has established the following milestones for the completion dates for the Project, and Offerors shall base their Proposals on such milestones:

1.9.2.1. Substantial Completion Date shall be no later than the date set forth in **Section 1.5.1**; and

1.9.2.2. If an Offeror proposes a Substantial Completion Date earlier than that shown in **Section 1.5.1**, and the Department agrees to such proposed date, such proposed

date will be deemed by the Department as the contractual Substantial Completion Date for all purposes, including liquidated damages.

1.10 Selection Criteria

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

1.11 Economic Inclusion

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

1.12 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 **Section 1.9.1** of this RFP. The Department will review all questions and/or requests for clarification received and, if it deems appropriate, in its sole discretion, may modify the RFP Documents through an addendum. Offerors shall base their Proposals on the terms and conditions of the RFP Documents included in the issued addenda.

Attachments to this RFP include the following:

Attachment A1	Concept Design, Schematic Design, Design Development Milestone Requirements (Per **Section 2**)
Attachment A2	Simon Elementary School Educational Specifications
Attachment A3	DCPS Educational Specifications, 2021 – w/ Appendices A, B, & C
Attachment A4	Waste Management Guidelines – DCPS Modernization
Attachment B1	Existing Building Drawings
Attachment B2	2022 Facility Condition Assessment – Simon ES
Attachment B3	Asbestos Management Plan and Asbestos Inspection Report Simon ES
Attachment B4	Roof Condition Assessment Report-Simon ES
Attachment B5	Lead Paint Inspection Report-Simon ES
Attachment B6	Transfer of Jurisdiction-Simon ES
Attachment C	Form of Offer Letter
Attachment D	Bidder/Offeror's Certification Form
Attachment E	Tax Affidavit
Attachment F1	Davis-Bacon Wage Rates
Attachment F2	Title 29 Code of Federal Regulations ("CFR")
Attachment G	Bid Bond Form
Attachment H1	Standard Contract Provisions for Construction Contracts
Attachment H2	Standard Contract Provisions A&E Services Contracts

Attachment I	SBE Subcontracting Plan
Attachment J	First Source Agreement and Employment Plan
Attachment K	Living Wage Act
Attachment L	Past Performance Evaluation Form
Attachment M	Form of Notice to Proceed and Letter Contract
Attachment N	Form of Contract - Design-Build Agreement
Attachment O	Bid Guarantee Certification
Attachment P	Conflict of Interest Disclosure Statement
Attachment Q	Release of Lien Forms
Attachment R	Equal Employment Opportunity ("EEO") Policy Statement
Attachment S	Certification to Furnish Performance and Payment Bonds
Attachment T	Payment and Performance Bonds
Attachment U	DGS Project Turnover Manual
Attachment V	National Building Information Modeling (BIM) Guide
Attachment W	Department's Quality Control Master Program
Attachment X	DGS Standard Specifications and Owner's Project Requirements
Attachment Y	Campaign Finance Reform Self-Certification Form

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

The Design-Builder will be obligated to meet all of the requirements of the RFP Documents including, but not limited to, completing the Project within the Project Budget, in accordance with the Project Schedule ("Project Schedule").

1.14 Offeror's Pre-Proposal 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 an understanding of all terms and conditions for the performance of the Offeror's work on the Project; and
f) Notify the Department in writing of all conflicts, errors, ambiguities, or discrepancies that the 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, permitting and construction including, but not limited to, temporary utilities, public art installation, furniture, fixtures, equipment and coordination, move-in logistical support for a fully functional turn-key (ready for immediate use) Project. The Project shall be complete, operating, and ready for use on or before the Substantial Completion Date and within the Project Budget as specified in **Part 1**, **Section 1.3,** and **Section 1.5** of this RFP.

Generally, 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, including all applicable attachments.
b) To provide all design, construction, and construction management services necessary to implement the goals of the Project inclusive of, but not limited to, the following: (i) civil, architectural, electrical, structural, low voltage, and mechanical design services as required for the Project; and (ii) construction management services inclusive of budgeting, value engineering ("Value Engineering"), scheduling, Project phasing, Project administration, management, and coordination of subcontractors. Design scope shall also include full design and specifications, with a minimum of two options for basis-of-design for each, of the FF&E for GMP pricing.
c) To conduct existing building and site investigation work, including archeology, if and as required for the Project.
d) To furnish and provide all materials, management, personnel, equipment, hazardous material abatement, supervision, labor and other services necessary to complete the Project.
e) To provide the necessary design, consultants and documentation for all permitting, zoning, historic preservation, US Commission of Fine Arts approvals and National Capital Planning Commissioning, as needed.
f) To provide move coordination and logistics support for the Project.
g) To complete the transition, installation, upgrades of the Enteliweb platform, an electronic building automated control system.
h) Coordinate the design and construction with the Office of the Chief Technology Officer (OCTO) team to bring the school to current standards.
i) To Participate in regularly scheduled SIT and Community Meetings throughout the design process.

2.1 Design-Builder's Duties; General Intent

a) The Design-Builder will be required to work with the Department and DCPS through a collaborative design process to advance the programmatic Ed Specs to a fully realized Project in accordance with the available Project 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) and to develop a comprehensive Project phasing.

b) To provide logistics support, plan to solicit competitive trade bids for the construction work, including all required inspections for material testing, code inspections, and industrial hygienist and to develop an acceptable Guaranteed Maximum Price and corresponding scope and schedule for the Work and to implement the requisite construction and other work necessary no later than the dates outline in **Section 1.6**. The Design-Builder will be required to provide a "turn-key" (Project ready for immediate occupancy) by DCPS 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 or Contract through the execution of the GMP amendment ("GMP Amendment"). The Department will issue a Notice to Proceed for preconstruction services (the "Preconstruction NTP" or "Letter Contract"), attached hereto as **Attachment N** or Contract attached hereto as **Attachment M**. Offerors are advised that they are required to submit their Proposals premised upon agreeing to the terms of the Preconstruction NTP and Contract. To the extent there are any ambiguities or inconsistencies between this RFP, the Standard Contract Provisions (for Construction Contracts and Architectural/Engineering Services Contracts), the Preconstruction NTP, and the Contract, the order of precedence shall be: (i) the Standard Contract Provisions; (ii) Preconstruction NTP; (iii) Contract; and (iv) the RFP.

The Design-Builder's initial task will be to advance the Ed Specs and design narrative to a complete schematic design, develop a phasing plan 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 twenty-eight (28) days after the Preconstruction NTP or Contract 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 accommodate the new space or if additional systems need to be added as part of this modernization. This report shall take into consideration the nature of this Project and the proposed Ed Specs. This report shall assess all the building's 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 or Contract 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 include but not be limited to the following key milestones:

a) Building Systems Assessment Submission (within 28 days of NTP or Contract);
b) Construction Management Plan Submission (within 28 days of NTP or Contract);
c) Concept Design Submission (within 18 weeks of NTP or Contract);
d) Concept Design Department review period (28 days);
e) Early Start Agreement(s) Submission Date(s);
f) Schematic Design Submission;
g) Schematic Design Department review period (28 days);
h) 50% Design Development Submission;
i) Design Development Submission;
j) Design Development Department review period (28 days);
k) 50% Construction Documents.
l) GMP Submission Date;
m) Permit Submission(s)
n) Anticipated Permit approval(s);
o) Construction Document Submission;
p) Construction Document review Period (21 Days)
q) Release dates for the key subcontractors and long-lead materials, include the following, if applicable:

    a. Elevator(s);
    b. Switchgear;
    c. Transformer;
    d. Generator;
    e. Security cameras;
    f. Door hardware;
    g. Playground equipment;
    h. Kitchen equipment;
    i. Furniture;
    j. Windows, storefront, and curtainwall;
    k. Specialty Lighting; and
    l. Mechanical Equipment.

r) Excavation completion;
s) Below-grade structure completion;
t) Above-grade structure completion;
u) O&M final submission (required 6 months before Substantial Completion);
v) Temporary weather-tight completion;
w) Weather-tight completion;
x) Permanent power completion;
y) MEP systems operational;
z) Sitework completion;

aa) Building trade inspections, include the following trades:

a. Elevator;
b. Plumbing;
c. Mechanical;
d. Electrical;
e. Fire Alarm; and
f. Sprinkler;

bb) Final building inspection;
cc) DOB COO application review period (10 days);
dd) Conditional or Final Certificate of Occupancy obtained;
ee) Staff Move-in (3 weeks before student move-in, will be confirmed during Project); and
ff) Student Move-in (3rd Monday in August, will be confirmed during Project).

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, monthly.

The Design-Builder shall work with DGS and DCPS to create a design review schedule that works with the schedule of the School Community and School Improvement Team (SIT). All SIT required reviews shall be with the active months of school operations whenever possible and avoid reviews during summer, winter, and spring breaks. Review periods cannot be completed without input from the SIT and School community. DGS shall be notified of any changes of design milestone submission schedules at least two (2) weeks prior to the submission date to accommodate for SIT Meeting scheduling.

2.2.1.3 Concept Design. No later than eighteen (18) weeks after the Preconstruction NTP or Contract is issued, the Design-Builder shall prepare and submit proposed concept designs for the Ed Spec outlined in **Attachment A2** and **Attachment A3**. As part of the concept design phase, the Department requests three (3) concept options or alternatives. Each of the concept designs shall contain at least the level of detail to provide legibility of individual programmatic spaces and provided a Plan-to-Program study of square footages for each space noted in the Ed Spec. The design submittal shall specifically identify any deviations from Ed Specs 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 submissions by the Client Agency and the Department, the Department shall approve a final concept design. The Design-Builder shall revise the concept design submission as necessary to incorporate comments, feedback and other directions provided by the Client Agency 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 requirements for Concept Design are as referenced in **Attachment A1**.

A checklist verifying all requirements are met using **Attachment A1** shall be provided as a coversheet for the Concept Design submission to the Department.

2.2.1.4 (a) Preliminary Budget Estimate. Concurrently with the delivery of the concept design, the Design-Builder shall submit a detailed cost estimate of the proposed designs (such estimate, the "Preliminary Budget Estimate"). Regarding building systems (i.e. roofs, doors, HVAC, security, IT, etc.), the Preliminary Budget Estimate shall be prepared on a "system" basis that identifies the key building systems or functions and allocates an estimated cost for each such system. The Design-Build Fee, the general conditions cost, and contingencies shall be broken out in separate line items. The primary purpose of the Preliminary Budget Estimate is to aid the Department and the Client Agency in understanding the costs associated with key elements of the Project to better prioritize and manage the use of the funding allocated to this Project. All estimates shall be broken out into three categories: renovation, new construction, and site work, where applicable.

2.2.1.4 (b) Baseline Budget and Program. The Department shall provide the Design-Builder with a baseline budget and program and comments on the concept design. Such approval shall be provided (or signed by) the Department's Deputy Director for Capital Construction (the "Deputy Director"). In the event the Design-Builder does not receive such approval within twenty-one (21) days after submitting the Preliminary Budget Estimate, it shall so advise the Program Manager ("PM"), the Deputy Director, and the Contracting Officer in writing of such failure and request direction. If the Design-Builder fails to provide such notice, the Design-Builder will be proceeding at its own risk and will be responsible for any redesign costs associated with budget revisions.

2.2.1.5 Construction Management Plan. The Design-Builder shall submit a draft of its construction management and Project phasing plan ("Construction Management Plan") within twenty-one (21) days after the Preconstruction NTP or Contract 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 plan, waste management plan **(Attachment A4)**, communications procedures, emergency procedures, quality control procedures, dust control plan (excavations & foundations, building construction & sitework/hardscape/landscape), public street cleaning and repair, planned occupancy of public ways, erosion control, tree protection plan, vibration monitoring plan, sound monitoring, existing and adjacent building surveys plan, temporary fire protection measures, project signage, pest control, construction staging plan, and construction logistics plan.

2.2.1.5.1 Existing and Adjacent Building Survey and Monitoring. The Design-Builder shall produce a survey document of the areas adjacent to the project site including, but not limited to, sidewalks, roadways, alleys, trees, plantings and exteriors of adjacent buildings. Depending on the site condition it may be necessary to request an interior survey of adjacent buildings when a property line is shared or in reasonable proximity to the project. The survey should consist of images and a narrative of the existing conditions. Such survey documents shall be submitted to the Department no later than two (2) weeks prior to the commencement of any work.

2.2.1.5.2 The Design-Builder shall be required to submit a sound and vibration monitoring plan shall be provided for review and approval no later than two (2) weeks prior to the commencement of any work. The Design-Builder shall be required to keep daily sound and vibration logs throughout the duration of construction.

2.2.1.6 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.

2.2.1.7 Disincentive Fee for Failure to Timely Provide Deliverables. 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 **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 a disincentive fee in the amount of Seven Thousand Five Hundred Dollars ($7,500) plus Five Hundred Dollars ($500) per day after receiving written notice from the Contracting Officer of failure to submit such deliverables.

2.2.1.8 Design Services; Design Reviews.

The Design-Builder shall meet with the representatives of the Department and Client Agency throughout the Design & Preconstruction Phase as the design progresses in order that these representatives and other stakeholders can have input in and approve the design direction at appropriate times. Meeting topics will include but are not limited to, Site Design, Interior Design, Hardware and Security, FE&E, Finishes, etc. At each deliverable review periods the Design-Builder shall participate in the SIT meetings and departmental reviews with several DCPS and DGS department reviews. The Design-Builder will be provided with written comments at deliverables and are required to provide written responses within twenty-one (21) days of the comments being provided. The Design-Builder shall ensure that the design is developed in a manner consistent with the Project budget, *i.e.,* designed-to-budget, as well as the programmatic requirements set forth and attached hereto as **Attachment A1** and the Department's other requirements for the Project. All Design Documents shall be prepared by the Design-Builder's duly licensed architects and engineers. The GMP basis documents and all interim design submissions shall be subject to review and approval by the Department, and the Design-Builder shall be required to revise these Project documents to address concerns raised by the Department and/or other Project stakeholders and such revisions shall not entitle the Design-Builder to an increase in the Design Fee.

2.2.2 Design Management.

During the Design and Preconstruction Phase, the Design-Builder, in consultation with the Department, shall: (i) develop Concept Design Submission and cost estimates; (ii) develop a draft final conceptual site plan/response and cost estimate; (iii) prepare and submit soft and hard copies of the complete set of Schematic Design Documents; (iv) prepare and submit soft copies of the 50% Design Development Documents and budget, approximately halfway through the Design Development phase as progress set to the Department; (v) prepare and submit soft and hard copies of the complete set of Design Development Documents, Specifications and Design-Builder's cost estimate and schedule; (vi) prepare soft and hard copies of the complete set of Construction Documents, Specifications and Design-Builder's cost estimate and schedule; (vii) review existing condition assessment and recommendation; and (viii) obtain all necessary building permits to support the Project Schedule. Without limiting the generality of the foregoing, during the Preconstruction Phase, the Design-Builder shall: (i) work with its Architect and any design consultants to advance the design for the Project in consultation with the Client Agency, the Department, and its Program Manager; (ii) obtain bids from trade subcontractors to perform the work described in the Design Development Documents and provide bid tabulations to the Department; (iii) engage in any Value Engineering and scoping exercises necessary to return the cost of the work to the Project Budget; (iv) engage in preconstruction activities, including identifying any long-lead items; (v) develop a GMP proposal for the Project; and (vi) enter into a GMP for the Project. Throughout the Design & Preconstruction Phase, the Design-Builder shall schedule and attend regular meetings with the Department, the Program Manager, and the Design-Builder's Architect.

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

2.2.2.1 Schematic Design. The Design-Builder shall prepare a schematic design for the Project 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 industry best practices for a schematic design. 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 a review of the schematic design submission by DCPS and the Department, the Design-Builder shall revise the schematic design submission as necessary to incorporate comments, feedback, and other direction such revisions will be required, and such revisions shall not entitle the Design-Builder to additional compensation. The requirements and tasks for the Schematic Design are as referenced in **Attachment A1**. A checklist verifying all requirements are met using

Attachment A1 shall be provided as a coversheet for the Schematic Design submission to the Department. provided by DCPS and the Department.

2.2.2.2 Schematic Budget Update. Concurrent with the submission of the schematic design, the Design-Builder shall submit a budget update. The budget update shall be submitted in the same format as the preliminary budget estimate and shall show variations from the preliminary budget estimate. The Design-Builder shall include a cost estimate and value engineering analysis and detailed recommendation for project savings (even if the project is not over budget). To the extent the budget update shows an overrun from the approved budget, the Design-Builder shall submit value engineering (not scope reductions, but true value engineering that allows the design to meet all Project requirements within budget) suggestions that would return the Project to budget. Only the Department shall have the authority to increase the Project budget, and absent such direction, the Deign-Builder shall proceed on the assumption that the budget remains as originally directed by the Department.

2.2.2.3 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.

2.2.2.3.1 Early Start Work & Long Lead Materials
The Department may release the Design-Builder to commence Early Start Work including but not limited to hazardous material abatement, interior demolition, geothermal, below-grade work, utility work, or other early activities, as applicable. It is envisioned that this work may be released by the Department in advance of the GMP.

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 start shall be made by the Department in its sole and absolute discretion.

2.2.2.4 Design Development. The Design-Builder shall prepare a set of Design Development Documents that is a logical development of the approved schematic design and is consistent with the Department's schedule, budget and programmatic requirements. Prior to the full Design Development Submission, the Design-Builder shall submit a progress set of drawings, specifications, and budget at 50% Design Development Drawings the Design-Builder's Design Development phase. The final Design Development Documents shall contain at least the level of detail contemplated in industry best practices for Design Development Documents. The design submittal shall specifically identify any deviations from the approved schematic design and shall explain the rationale and cost

implications associated with such deviation. The Design submittal shall include clarifications and scoping narrative addressing any scope that is not apparent in Drawings or Specifications to aid in the bidding process. The Design-Builder shall include a cost estimate and Value Engineering Analysis and Detailed Recommendation for Project savings (even if the Project is not over budget). The Design-Builder shall provide maintenance and repair cost services, which includes conducting a 40-year life cycle cost analysis, which includes a detailed list of replacement costs, maintenance costs, an estimate of repair costs, anticipated energy costs, and a list of other relevant life cycle costs. The Design-Builder shall further refine and expand upon the Maintenance and Operations Plan that was submitted in the Schematic Submission **as noted in Attachment A1**. The Department shall have the right to disapprove the Design Development Documents submittal for any reason. Following a review of the Design Development design submission by client agency and the Department, the Design-Builder shall revise the design development submission as necessary to incorporate comments, feedback, and other direction such revisions will be required, and such revisions shall not entitle the Design-Builder to additional compensation. The requirements and tasks for Design Development are as referenced in **Attachment A1**. A checklist verifying all requirements are met using **Attachment A1** shall be provided as a coversheet for the Design Development submission to the Department.

2.2.2.5 Permits. The Design-Builder shall be responsible for preparing and submitting all 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 in Project Team. 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 expediters as the Design-Builder deems necessary or appropriate in light of the Project's schedule. The Design-Builder shall provide the resources necessary to support these requirements. If applicable, the Design-Builder shall obtain Chapter 2 and Chapter 3 air quality permits from the DOEE prior to the installation of a boiler, stationary generator, or any other source of emissions subject to those rules.

2.2.2.6 Entitlements. The Design-Builder shall prepare, as part of the design and pre-construction phase, such materials and make such presentations as are necessary to obtain the required land use and entitlement approvals. Approvals may be required from but not limited to: (i) the Office of Zoning, (ii) Office of Planning ("OP"), State Historic Preservation Office (SHPO), (iii) the National Capital Planning Commission ("NCPC") and (iv) the Commission of Fine Arts ("CFA").

2.2.3 GMP Formation

The Design-Builder shall provide the Department with a GMP based on the 50% Construction Documents. The Department anticipates an Early Start Agreement ("ESA") and subsequent one GMP package. The ESA and the GMP associated with this Project shall be agreed upon in the manner set forth in **Section 2.2.3**.

2.2.3.1 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). In the event that the Design-Builder submits a bid to self-perform any trade, a qualified fourth bid must be provided, see **Section 2.2.3.5** regarding self-performed worked. 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.

2.2.3.2 Prepare Bid Tabs. The Design-Builder shall provide the Department with an analysis of the bids received and 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 based on the comparative scope of work and any other relevant information (i.e. exclusions, past performance history, etc.).

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

a) A list of drawings, specifications, addenda, general, supplementary and other conditions on which the GMP is based.
b) A list of unit prices and allowance items and a statement of their basis. The Offeror shall include allowances as stated in **Section 1.3**.
c) Assumptions and clarifications made in preparing the GMP Proposal, noting in particular any exclusions. The assumptions and clarifications shall take precedence over the drawings and specifications. The Design-Builder shall prepare a separate memorandum that highlights any differences between the then approved drawings and the modifications made in the assumptions and clarifications. Such memorandum shall specifically address any changes in the Project aesthetics, functionality or performance.
d) The proposed GMP, including a statement of the detailed cost estimate organized by trade categories, allowances, contingency, and other items and the fees that comprise the GMP.
e) An update to the Project's schedule to which the Design-Builder will agree to be bound. This update shall be prepared in the same level of detail and in the same manner as the Baseline Schedule, and without any change to the Substantial and Final Completion Dates unless approved by the Department's Contracting Officer.

f) A subcontracting plan setting forth the names and estimated dollar volume of the work that will be performed by LSBDEs, as certified by the Department of Small and Local Business Development ("DSLBD"), upon which the GMP is based.
g) A summary of Capital Cost vs Operating Cost Eligibility.
h) A list of additive alternates or deductive alternates with defined executable dates, if any.
i) GMP and any Council Package cost estimate summary shall be broken down into three categories as applicable: New Construction, Renovation, and Sitework. A separate summary shall be provided that notates any previous contract approval such as the letter contract or any early start agreements.
j) A list of all active contracts that vendor holds with the District.
k) Campaign Finance Reform Self Certification.
l) Each GMP may include an agreed upon sum as the Design-Builder's Contingency and the Owner Allowance(s), each of which shall be identified as a separate line item in the GMP's Schedule of Values.

A. Construction contingency

i. The Design-Builder's Contingency shall be utilized to compensate for the increased Cost of the Work incurred by the Design-Builder due to circumstances relating to construction of that Project which resulted in an unavoidable increase in costs, except when deemed the responsibility of the Department in accordance with this Contract. If the Design-Builder fails to include all of the required scope of work in the bid packages, Design-Builder Contingency may be used to purchase the omitted scope until the Design-Builder's Contingency balance reaches zero or until the balance equals the anticipated subcontractor modifications. All requests to use the Design-Builder's Contingency shall be submitted as a Request for Change Order ("RCO"). Charges to the Design-Builder's Contingency shall not become due and payable until the RCO is approved in writing by the Department. If the Design-Builder's Contingency reaches zero, any cost overruns or charges that could have been charged to the Design-Builder's Contingency shall be the sole responsibility of the Design-Builder.

ii. If bids are received below the applicable line items in the GMP, the surplus will be added to the Design-Builder's Contingency for that Project. If bids exceed the agreed-upon line items in a GMP, the deficiency will be charged to the Design-Builder's Contingency for that Project. However, such events shall not cause an increase in the GMP.

iii. Once all subcontracts anticipated by a GMP have been awarded, including any self-performed work, the Department may require the Design-Builder to reduce the Design-Builder's Contingency to an amount as agreed to by the parties to reflect the Design-Builder's risk from that point in the Project forward.

iv. Upon Final Completion of the Project, any remaining Design-Builder's Contingency, after Shared Savings per **Section 2.2.3.6**, shall be

reduced to zero by a Contract Modification, and the Design-Builder shall have no entitlement to the balance.

B. Owner Contingency/Allowance(s)

i. The Department retains the right to increase the GMP in lieu of charging any cost to the Owner contingency. Any unused Contingency, whether Department Contingency or the Design-Builder Contingency, shall be reconciled to a zero balance via a Contract Modification upon Final Completion.

ii. When the Design-Builder proposes to use the Owner contingency, the Design-Builder shall prepare an RCO, identifying the amount sought to be charged to the Owner contingency, the reasons why the amount should be charged to that Contingency and demonstrating to the satisfaction of the Department that the costs to be incurred are necessary for the Work and are the responsibility of the Department. At all times, the Design-Builder shall avoid and mitigate Department Contingency costs whenever possible. Before payment or as part of an audit, the Design-Builder and the Department shall have authority to verify the actual costs incurred. No costs may be charged to the Owner contingency until the RCO is approved in writing by the Department and becomes a Change Order.

iii. The Owner contingency shall be an amount, determined by the Department, which will be available to compensate the Design-Builder for the increased Cost of the Work incurred by the Design-Builder due to a Contract Modification or to other increases in the Cost of the Work which the Department determines, in its sole discretion, is its responsibility. The Department may increase, decrease or eliminate the Owner contingency at any time.

2.2.3.4 Approval of GMP. The Department and the Design-Builder shall meet to negotiate the terms of the GMP Proposal. If the GMP Proposal is acceptable to the Department, the Department shall submit the resulting GMP Amendment to the Council for the District of Columbia. The GMP shall be subject to review and approval by the Council for the District of Columbia in the event it exceeds the previously approved contract value by more than $1 million. In such an event, the GMP shall not be effective until so approved. Please note that the Council submission and approval timeline varies, and Offerors should plan for 60-90 days on average for this process, taking into consideration that the Council is not in session over the summer months. In the event the Department and the Design-Builder are unable to agree upon the GMP or the schedule for the Project, the Department shall have the right to terminate the Agreement and assume any trade subcontracts held by the Design-Builder. In such an event, the Design-Builder shall only be entitled to fifty percent (50%) of the Preconstruction Fee.

2.2.3.5 Self-Performed Work. The Design-Builder and its affiliates may not carry out trade work with its own forces without the Department's written permission, for which

permission may be withheld or conditioned by the Department in its sole and absolute judgment.

2.2.3.6 Shared Savings. In the event there are GMP savings, excluding any Owner Allowances and Owner Contingency, the GMP savings shall be split 70/30 with 70% allocated to the Department and 30% allocated to the Design-Builder. The maximum allocation to the Design-Builder shall be $990,000.00. Shared Saving will only be contemplated once all closeout and punchlist items are completed and a full financial log and subcontractor backup can be provided. The financial log shall include, completed buyout log for all divisions and trades, Construction Contingency log, Owner Contingency and Allowances log, and Approved Change Order Log.

2.2.4 Early Release

2.2.4.1 Abatement, Selective Demolition and Early Construction. Once the concept 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. It is envisioned that this work may be released in advance of the GMP.

2.2.4.2 Long Lead Materials. The Department will release funding for long-lead items once the Schematic Design Documents have been approved by DGS. 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 start shall be made by the Department in its sole and absolute discretion.

2.2.5 Construction Documents

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 this **Section 2.2.5.2** for such package. The Design-Builder shall issue one or more sets of permit documents to the Department for its review and approval ("Permit Set"). Regarding 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. If, however, the Department disapproves a Construction Document that is a logical extension of the approved Design Development Documents, the Design-Builder will be entitled to an adjustment to the GMP and/or the Project Schedule unless such a package departs from the Scope of Work fairly reflected in the GMP Drawings and Specifications and in such event the Design-Builder shall be required to prepare a revised design that complies with the GMP drawings and specifications ("Drawings and Specifications") and without any entitlement to an increase in the GMP or an adjustment of the Project Schedule**.**

2.2.5.3 Code Review. The Design-Builder shall submit the Permit Set to the DOB 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. After 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.

2.2.5.5 Maintenance and Operations Plan. The Design-Builder shall submit, for the Department's review, a Maintenance and Operations Plan. The Maintenance and Operations Plan shall be based on the final IFC Set(s). The approved Maintenance and Operations Plan shall form the basis of the Design-Builder's maintenance of the building following Substantial Completion. The Maintenance and Operations Plan will be divided into 2 volumes; Volume 1 will focus on the documentation needed for the occupants to operate the building on a date to day basis, Volume 2 will focus on the DGS operations and maintenance related to the building systems. The Plan at a minimum, shall include the following:

i) Volume 1: Building Occupant Operations

i. User Manuals and trainings related to new technologies, equipment, lighting
ii. Information on keying and security systems
iii. Do's and Don'ts for day-to-day operations related to sustainability features and energy efficiency
iv. Cleaning Equipment recommended cleaning systems
v. Winterization needs
vi. Heating and Cooling Controls
vii. Conveying System operations
viii. Additional items will be required based on final building design

ii) Volume 2: DGS Operations and Maintenance

i. Standard Operating Procedures (SOP) for all building systems, including, but not limited to, electrical, mechanical, roof, green roof, geothermal, solar, plumbing, conveying systems, outdoor fields, irrigation, landscaping and lighting;
ii. Mechanical Sequencing, zoning, and setting recommendations throughout the course of a calendar year
iii. Information on keying and security system
iv. List of equipment that must be kept on site to maintain all building systems;
v. List of chemicals that must be kept on site to maintain all building systems, including storage requirements;
vi. Certifications and licenses either required or recommended to maintain all building systems;
vii. Confined space procedures and personal protective equipment that must be used;
viii. Permits and regular inspections that are required to operate the equipment;
ix. List of hardware, software, and software licenses that must be purchased and maintained;
x. Recurring trainings on building systems and safety that are necessary to maintain the building;
xi. The estimated initial and monthly costs for the successful maintenance and operations of the facility.
xii. Additional items will be required based on final building design

2.2.5.6 Third Party Contractors. The Department will hire third-party contractors for commissioning and special inspections. The Design-Builder shall coordinate and work with the Program Manager and third-party agents during the building permit process and construction.

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 and phasing plan 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 paying all necessary fees for utility connections and the like.

The construction phase services shall include, but are not necessarily limited to the following construction administration services:

a) Manage all aspects of the construction of the Project.
b) Manage weekly progress meetings. Progress meetings include site visits from design consultants with field reports reviewed on a monthly basis.
c) Provide completed Quality Control checklists for implementation of the Project.
d) Review and process shop drawing submissions, RFI's, etc.
e) Prepare meeting notes and records of decisions/changes made.
f) Conduct pre-closeout inspections.
g) Review closeout documents for completeness, such as As-Built Drawings based on the Contractor's red line drawings and/or coordinated set developed during the subcontractor coordination process. As-Built Drawings should be transmitted to DGS in hard copy, PDF, CAD, and BIM formats.

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 Client Agency and the Community), and **Section 2.8** (Quality Control Plan) of this RFP.

2.3.3 Site Office(s). Throughout the Project, the Design-Builder shall provide and maintain a fully equipped construction office for the Project site. The Design-Builder shall, at all times, provide and maintain a fully equipped construction office for the Department's staff assigned to the Project. The costs for these Site Office(s) shall be included as part of the Design-Builder's general conditions cost. The site office shall include at a minimum, working space for 2 DGS staff members, a restroom, internet access, electricity, and climate control.

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 PM

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 DCPS in relocating FF&E, as applicable. The GMP shall include an allowance and Scope of Work for these activities. This allowance is in addition to cleaning services that would otherwise be required by the Design-Builder, including, but not limited to, the obligation to deliver a deep-clean building at the end of construction.

2.3.7 Delay Liquidated Damages. If the Scope of Work is not substantially complete by the Substantial Completion Date, the Design-Builder shall be subject to liquidated damages in the amount of Two Thousand Five Hundred Dollars ($2,500) per day. This damage 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 Salvage Value and Stored Items. The Design-Builder shall be responsible for salvaging and storing all items as identified by the Department, and to the benefit of the Department, in accordance with all applicable District laws and regulations, after notifying the Department and receiving the Department's permission to proceed.

2.3.9 Protection of Existing Elements. The Design-Builder shall protect all existing features, public utilities, historic fabric, and other existing structures during construction. The Design-Builder shall protect existing site improvements, trees, and shrubs from damage during construction. Protection extends to the root systems of existing vegetation. The Design-Builder shall not store materials or equipment, or drive machinery, within the drip line of existing trees and shrubs.

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

2.3.11 Sediment and Erosion Control.
The Design-Builder shall be responsible for installing sediment and erosion control measures in accordance with DOEE guidelines, inclusive of, but not limited to: (i) silt fencing; (ii) inlet protection; (iii) stabilized construction entrances; and (iv) other control measures. The Design-Builder shall be responsible for scheduling and coordination of DOEE Kick-Off Meeting.

2.4 Site Cleanliness

During the Project and/or as directed by the Department's Program Manager, as the installation is completed, the Design-Builder shall ensure that the site is clear of all extraneous materials, rubbish, or debris.

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 for construction contracts.

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 DCPS 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 DCPS at any time, including, but not limited to, as necessary to address any new national or local COVID-19 regulations, recommendations, or restrictions. The cost of revising and complying with the plan shall not entitle the Design-Builder to an increase in the GMP. 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 for Construction Contracts.

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 DCPS. 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 including 24-hour third party security monitoring and site fencing as are necessary to protect the site from unwanted intrusion. Site Security shall be included in the Design-Builder's general conditions cost.

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

2.5.6 Reserved

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 or Contract until Final Completion of the Project. Monthly reports shall be submitted with monthly pay application for review to allow for simultaneous review of completed work. 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; (v) progress photos; and (vi) an updated buyout log for all awarded subcontracts.

2.6.2 Monthly Schedule Updates. The Design-Builder shall provide a Baseline Schedule update to the Department, on the progress of the entire Work at least monthly, 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 DGS Project Management Tools (ProjectTeam). The Design-Builder shall utilize the Department's current project management software, ProjectTeam, to submit any and all project documentation required to be provided by the Design-Builder for the Project, 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 DGS); (v) certified payrolls (in addition to upload via LCP Tracker); (vi) drawings and specifications; (vii) GMP and any Submissions that require approval by the Council of the District of Columbia; (viii) punchlist; and (ix) other project documents as may be designated by the Department.
Electronic storage and transmission of information via ProjectTeam system shall be compliant with the provisions of DGS document security.

2.7 Workhours; Coordination with Client Agency and Community

2.7.1 Workhours and Noise Ordinances. The Design-Builder shall comply with the applicable work hours and noise ordinances and neither it nor its subcontractors shall undertake work on the Project site other than at the times and sound level permitted by the work hours and noise ordinances, including but not limited to any restrictions established by local permitting authorities.

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.

2.8 Quality Control Plan

2.8.1 General Obligation. The Design-Builder shall be responsible for all activities necessary to execute, 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, its subcontractors, vendors & suppliers at all levels from concept to completion, including site assessment-investigations/discovery, schematic design, design development, pre-construction, construction and closeout phases. All Contract related work activities and their implementation procedures described within this quality control plan shall also address safety, measures to ensure regulatory permit & code compliance, submittal management, change document processing/incorporation, reporting, and all other functions necessary to achieve highest levels of quality during design and construction efforts. The Design-Builder's quality control plan (the, "Quality Control Plan") submittal must include statements affirming compliance with DGS QC Program requirements.

2.8.2 Quality Control Plan. Within thirty (30) days after the NTP or Contract, the Design-Builder shall develop a Quality Control Plan for the Project A draft of the Quality Control Plan shall be submitted to the Department and shall be subject to the Department's review and approval. This draft shall comply with the guidelines and include, at a minimum, the necessary components for Quality Control Plan development described within the Department's Quality Control Master Program (**Attachment W**). 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, and hierarchical arrangement detailing ongoing, regular interaction/coordination within the Design-Builder's teams, duties/responsibilities of quality control personnel, submittal procedures, schedule of specified inspection & testing requirements, deficiency correction procedures, issues & conflicts resolution, RFI documentation process, change management, as-built record keeping of contract documents and a listing of customized quality control procedures that will be required to ensure key elements of the Work are executed in conformance with design documents. Examples of a few key elements that necessitate focused attention and involvement of competent agencies include MEP-Energy systems startup/commissioning, security systems integration and building envelope multi-trade coordination. Mockup construction requirements must be incorporated into the plan, in order to establish a minimum standard of acceptance by the Department, for the Project's most visible and critical structural-architectural building elements like CIP concrete and exterior facades. The Quality Control plan must clearly describe requirements addressing involvement of qualified personnel for critical building elements and any delegated design features that require engineered solutions, backed by supporting analysis data.

The Quality Control Plan must clearly describe quality control measures such as using DGS QC Program's 3 phase checklists recommended to be undertaken by the Design-Builder's team. Prior to construction phase commencing, the Design-Builder must advise the Department regarding the status of their drawing & specification documents, from a percentage completion standpoint. For that matter, the Design Phase quality control effort shall provide metrics to gauge whether the design documents – drawings and specifications – are as complete as possible, prior to contractor's groundbreaking. DGS QC Program Design Phase Checklists include metrics to perform this evaluation of design documents. Similarly, the Quality Control Plan must describe in detail the quality control mechanisms proposed to be implemented by the Design-Builder for ensuring adherence with design documents by way of minimal rework and maintaining the highest standards of construction. The Quality Control Plan must detail description of any 3rd parties suggested to be hired by the Department such as building envelope consultants and commissioning agent.

2.8.3 Implementation. During the Construction Phase, the Design-Builder shall perform regular quality control inspections and create reports using the 3 Phase inspection checklists included with DGS Quality Control Master Program Manuals based on such inspections pursuant to the Quality Control Plan. These quality control reports with the 3 Phase Checklists 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. The following are the components that must at a minimum be included within the monthly Quality Control report submitted to DGS. All components must be updated regularly, and current versions included with monthly submissions to the Department.

1. A written narrative of Quality Control activities for the month supported by embedded, cross-referenced photos. Should include 3 Phase checklists compiled on a regular basis as part of the Design-Builder's ongoing quality control efforts.
2. CPM updates and analysis reflecting status of critical submittals affecting work progress, elaborated further within the descriptive work narrative accompanying CPM baseline schedule and subsequent, regular updates' submissions to the Department.
3. Deficiency tracking log.
4. Test & Inspections log recording all related activities for the month and cumulative for the Project. This must correspond and cross reference the Project's testing & inspections schedule described above within **Section 2.8.2**.
5. Submittal Schedule detailing the status of all Project submittals.

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

All requirements/procedures listed under **Section 2.9** must also be incorporated into the Quality Control Plan.

2.9.1 Punchlist. Before the Substantial Completion Date, 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 punch list items no later than sixty (60) days after Substantial Completion is achieved.

2.9.2 Training. The Design-Builder shall provide training to DGS and DCPS 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. All training shall be electronically recorded and turned over to the Department for future use.

2.9.3 Warranties & Manuals. The Design-Builder shall prepare and submit the following documentation in accordance with the Turnover Manual **Attachment U**: (i) a complete set of product manuals ("O&M" or "Operation and Maintenance Manuals") (Refer to **Section 2.2.1.2**. Baseline Schedule for delivery date requirement), training videos, draft, and final 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. Refer to **Section 1.5** for deadlines for submitting each deliverable.

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, including BIM model(s). The Design-Builder shall provide a maintenance and repair cost services report, which includes conducting a 40-year life cycle cost analysis, which includes a detailed list of replacement costs, maintenance costs, an estimate of repair costs, anticipated energy costs, and a list of other relevant life cycle costs.

2.9.3.1 Final Submission of Maintenance and Operations Plan. Final submission of the Maintenance and Operation Plan as outlined in **Section 2.2.5.5**. Maintenance and Operations Plan.

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 DCPS and the Department during system start-up and in initial operation for the first heating and cooling season after Substantial Completion is achieved.

2.9.6 One Year Workmanship Warranty. During the first year following the approved Substantial Completion Date, the Design-Builder will work DGS to address warranty items through our Salesforce System. The Design-Builder will assign a contact to whom will be added to the Salesforce system and attend training for the warranty process. During this year the communications regarding warranties will be streamed through the vendor to any subcontractors.

Extended Warranties beyond the One Year Workmanship Warranties will be through direct contacts with the subcontractor or manufacturer provided on the Contact List, Warranty items during the first year shall be addressed according to the following Service Level Agreement (SLA) based on level urgency:

Emergency: Situations posing immediate risk to operations or agency missions (e.g., major HVAC outages affecting ≥30% of a building, compromised security/exterior doors, major water leaks/flooding).
Response: Immediate attention with a target response time of approximately **2 hours**, followed by stabilization or completion within **24 hours** (as conditions allow).

High Priority: Issues that need expedited attention but are not imminent threats (e.g., isolated HVAC outages <30%, moderate water leaks, suspected mold).
Response: Typically addressed during regular maintenance hours and resolved within **10 days**.

Routine: Non-urgent issues that do not pose significant health or property risks (e.g., filter replacements, minor door adjustments, common area light bulb replacements).
Response: Generally resolved within **30 days**.

2.9.7 Latent Defects. The Department reserves the right to request corrective action from the Design-Builder upon the discovery of any latent defect that may arise beyond the one- year workmanship warranty. Latent Defects are construction flaws that are not visible or discoverable through a normal inspection but may become apparent over time. These defects must be directly related to flaws at the time of the original installation and cannot be related to wear and tear or lack of maintenance.

2.10 Costs and Fees

2.10.1 Reimbursable Costs

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

a) Payments made by the Design-Builder to subcontractors and suppliers, but only in accordance with the subcontracts and supply agreements.
b) All amounts due to the Design-Builder under the terms of the Department's written authorization for the Design-Builder to perform any portion of the work as self-performed Work. If authorization for the Design-Builder to engage in self-performed Work is not on a fixed-price basis, then, as to that work, the following costs shall be within the cost of the Work:

    1. **Labor.** Properly documented wages actually paid to Project foremen, construction workers, and other personnel in the direct employ of the Design-Builder, while engaged in approved Self-Performed Work, together with contributions, assessments, payroll taxes, or fringe benefits required by the laws or applicable collective bargaining agreements.

2. **Incorporated Materials.** The cost, net of trade discounts, of all materials, products, supplies and equipment incorporated into the Self-Performed Work, including, without limitation, costs of transportation and handling.

3. **Unincorporated Materials.** The cost of materials, products, supplies and equipment not actually installed or incorporated into the Self-Performed Work, but required to provide a reasonable allowance for waste or spoilage, subject to the Design-Builder's agreement to turn unused excess materials over to the Department at the completion of the Project or, at the Department's option, to sell the material and pay the proceeds to the Department or give the Department a credit in the amount of the proceeds against the Cost of the Work.

c) Royalty and license fees paid for use of a design, process or product, if its use is required by the Agreement or has been approved in advance by the Department.
d) Fees for obtaining all required approvals or permits associated with the abatement, demolition, utility abandonment, and utility relocation, and all trade permit fees and the building permit fee.
e) Cost of the Design-Builder's Architect/Engineer's contract reimbursed at cost and without markup; provided, however, that such costs shall not exceed the Design Fee set forth in the Offeror's Proposal. Any amounts in excess of the Design Fee shall not be reimbursable as a Cost of Work.
f) All fees and other costs necessarily incurred to carry out testing and inspection required by the Agreement, or otherwise to maintain proper quality assurance. The costs the Design-Builder incurs to schedule and coordinate any additional testing and inspections the Department may decide to conduct itself shall be reimbursable unless the additional testing establishes that the work tested was defective or otherwise failed to satisfy the Agreement's requirements, in which case the Design-Builder shall pay the costs, without reimbursement.
g) All bonds to jurisdictional agencies (utilities, stormwater management, land disturbance, and grading).
h) All performance and payment bonds and general liability insurance. The Department may, in its sole discretion, allow the Design-Builder to recover the costs of subcontractor default insurance at a mutually agreed-upon rate in lieu of trade-level bonds, provided that such insurance be approved by the Department in advance and after being presented with a cost-benefit analysis of such use.

2.10.2 Lump Sum General Conditions Cost

The Contractor shall propose a lump sum amount for the General Conditions Cost, and this lump sum amount shall be the extent of what the Design-Builder is entitled to recover for the cost of General Conditions (such cost, the "Lump Sum General Conditions Cost"). The Lump Sum General Conditions Cost shall not be increased or decreased as a result of Change Orders or Change Directives unless such changes: (i) extend the duration of the Project beyond the time identified in **Section 1.5**; and (ii) the Design-Builder can demonstrate to the satisfaction of the Department that such additional General Conditions costs are necessary and not due to any fault of the Design-Builder, its subcontractors, materialmen, consultants or anyone making claims thereunder. To the extent the Design-Builder incurs General Conditions Costs in excess of the

Lump Sum General Conditions Cost, the Design-Builder shall not be entitled to reimbursement for such amounts unless the Department authorizes, by written Contract Modification, an increase to the Lump Sum General Conditions Cost. Nonetheless, in such an event, if the Design Builder exceeds the Lump Sum General Conditions Cost, the Design-Builder shall continue to be required to adequately staff the Project and provide all Construction Services. General Conditions shall not be billed until site mobilization has commenced unless prior authorization is given by the Department, in writing. Back up documentation for General Conditions is required at the time funding is requested as well as through the invoicing process. General Conditions shall include, but are not limited to:

a) Cost of construction staff;
b) Fringe Benefits associated with construction staff;
c) Payroll taxes and payroll insurance associated with construction staff;
d) Staff costs associated with obtaining permits and approvals;
e) Out-of-house consultants, including, but not limited to, permit expeditors, safety managers, estimators and schedulers;
f) Job vehicles;
g) The field office(s) for the Design-Builder and Department, including, but not limited to: (i) trailer purchase and/or rental; (ii) field office installation, relocation and removal; (iii) utility connections and charges during the Construction Phase; (iv) furniture; (v) office supplies;
h) Office equipment including, but not limited to: (i) computer hardware and software; (ii) fax machines; (iii) copying machines; (iv) voice/data system installation and use charges; (v) job radios;
i) Local delivery and overnight delivery costs;
j) Field computer network;
k) First aid facility;
l) Printing cost for drawings, bid packages, etc.;
m) BIM Cost (software, seats, hardware);
n) Parking costs for the construction staff;
o) Salting sidewalks and shoveling snow on sidewalks that surround the site;
p) Exterior site fencing, fence wrapping and construction signage per DGS Standards; and
q) Site security, as explained in **Section 2.5.4** of the RFP.

2.10.3. Non-Reimbursable Costs
The following costs shall not be reimbursable:

a) Any personnel or labor costs other than those provided for in **Section 2.10.1(b) (1)**.
b) Fees for any permits or licenses the Design-Builder requires to conduct its general business operations.
c) Capital expenses and interest on capital employed for the Work.
d) The cost of home or regional offices, it being understood that compensation for such costs included in the Design-Build Fee.
e) Sales or use taxes, unless the Design-Builder establishes that applicable law required payment of such taxes.
f) Costs due to the errors or omissions of the Design-Builder or its subcontractors or suppliers at all tiers, negligent or otherwise.
g) Costs dues to breach of Contract by the Design-Builder or its subcontractors or material suppliers at all tiers, including, without limitation, costs arising from defective or damaged work or its correction, disposal of materials or equipment erroneously supplied, and repairs to property damaged by the Design-Builder or its subcontractors or material suppliers at all tiers.
h) Any costs incurred in performing work of any kind before Preconstruction NTP or Contract, unless specifically authorized by the Department in advance and in writing.
i) Direct or indirect costs of any kind, except those expressly included in **Section 2.10.1**.

2.10.4. Design Fees

The Design Builder shall propose a not to exceed reimbursable amount for design fee and costs, including construction administration fees and costs, and this amount shall be the extent of what the Design-Builder is entitled to recover for the cost of these design services (the "Design Fee"). The Design Fee shall not be increased or decreased as a result of Change Orders or Change Directives unless the Design-Builder can demonstrate to the satisfaction of the Department that such additional Design Fee costs are necessary and not due to any fault of the Design-Builder, consultants or anyone making claims thereunder. To the extent the Design-Builder incurs Design Fee Costs in excess of the Design Fee, the Design-Builder shall not be entitled to reimbursement for such amounts unless the Department authorizes, by written Contract Modification, an increase to the Design Cost. Nonetheless, in such an event, if the Design Builder exceeds the Design Fee Cost, the Design-Builder shall continue to be required to adequately staff the Project and provide all Design and Construction Administration Services. The Design Fee shall be reimbursed at cost, with no markup of any kind. Design Fees shall include all design fees which are necessary to meet the requirements of this Project, including but are not limited to:

a) All design fees for the architect and their subconsultants.
b) Fees associated with production of Permit Drawings and approval processes.
c) Fees associated with any Subdivision or lot consolidation that may be required.
d) Fees associated with completing an existing condition assessment.
e) Fees associated with participation and production for the Percent for Art Program.
f) Fees associated with completing the Environmental Impact Screening Form and approval process.

g) Fees associated with providing all deliverables outlines in this RFP and **Attachment A1.**
h) Staff cost to participate in meetings, community engagement, and public hearings required for the project.
i) Historical Resource Survey for buildings more than 50 years old.
j) Hazardous Materials Survey.
k) Traffic Study.
l) Geotechnical Report.
m) Fees associated with assisting the contract with bidding, pricing, and value engineering.
n) Fees associated with assisting in commissioning and testing requirements and completion.
o) Fees required for an accessibility consultant to provide review of drawings and on-site construction oversight.
p) Fees necessary for an envelope consultant for review of drawings and on-site construction oversight.
q) Fees associated with completing certifications requirements of the project
r) Fees associated with FF&E design and implementation.
s) Fees associated with Construction Administration and Project Closeout and Turnover.

2.10.4.1 Design Fees Exclusions

The following items and associated cost shall be excluded from the Design Fee cost and the necessity and quantity of this work will be determined as part of the project:

a) Land Use Attorney
b) Archeological Survey and associated cost to perform the work
c) Phase 2 Environmental Site Assessment

2.10.5 Design-Build Fee

The Design-Build Fee shall be the Design Builder's compensation for the performance of this Contract. The Design-Build Fee shall be a lump sum payable per **Section 2.11**. The Design Builder shall not be entitled to an increase of the Design-Build Fee solely because of an increase in the cost of this Project above the Project cost specified in **Section 1.3**.

2.11 Design-Builder's Compensation and Award Fee Calculations

The Design-Builder's compensation shall consist of: (i) Preconstruction Fee; (ii) the Design-Build Fee; and (iii) the Lump Sum General Conditions Cost bid by selected Offeror. The Preconstruction fee shall be Contractor's sole compensation for services performed during Preconstruction Phase. In addition, the Design-Builder shall be entitled to recover at cost and without mark-up: its design costs, as defined in **Sections 2.10.1(e)** and **3.4.6**, subject, however, to the Design Fee proposed by the selected Offeror which limits shall serve as a cap on the design budget. The Design-Builder shall only be entitled to fifty percent (50%) of the Preconstruction Fee if the Design-Builder and the Department are unable to agree to a GMP, as set forth in more detail in the Design-Build Agreement. Entitlement to the Design-Build Fee shall be determined as described more fully below in **Sections 2.11.2 and 2.11.3**:

2.11.1 Lump Sum General Conditions Cost. The Lump Sum General Conditions Cost shall be the amount paid by the Department for those costs described in **Section 2.10.2**. The Lump Sum General Conditions Cost shall not be increased or decreased as a result of change orders or change directives unless such changes extend the duration of the Project beyond the time identified in **Section 1.5**. To the extent the Design-Builder incurs General Conditions costs in excess of the Lump Sum General Conditions Cost, the Design-Builder shall not be entitled to reimbursement for such amounts. In such an event, the Design-Builder shall be required to adequately staff the Project.

2.11.2 Base Design-Build Fee. The Design-Build Fee shall be divided into two categories. Seventy percent (70%) of the Design-Build Fee shall be referred to as the "Base Design-Build Fee" and the remaining thirty percent (30%) shall be at risk (the "At Risk Portion") and shall be used to establish and fund the award fee pool (the "Award Fee Pool"). The Base Design-Build Fee shall be paid in monthly progress payments with fifteen percent (15%) of the Base Design-Build Fee being allocated to the Preconstruction Phase of the Project ("Preconstruction Fee"), eighty-five percent (85%) being allocated to the Construction Phase. Each of those amounts shall be paid in equal monthly installments spread over the duration of each such phase. To the extent that the Agreement duration is extended, the then remaining amounts of the Base Design-Build Fee will be re-allocated such that the then-existing portion of the Base Design-Build Fee allocated to each phase shall be evenly spread over the then-remaining duration of the phase.

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

a) The Design-Builder shall be eligible to earn up to thirty-three percent (33%) of the Award Fee Pool based on the overall level of quality of the Project as delivered (such amount, the "Quality Incentive Amount"). Entitlement to this portion of the Award Fee Pool shall be determined by an award fee committee (the "Award Fee Evaluation Committee"), which will be appointed by the Design-Builder and the Department within sixty (60) days after award. The Award Fee Evaluation Committee shall consist of the following people:

    i. DGS Capital Construction Division ("CCD") Deputy Director, or their designee;
    ii. DCPS Chief of Facilities, or their designee;
    iii. DGS CCD representative; and
    iv. DCPS Facilities representative.

    Panelist shall not be an individual who has day-to-day interactions or involvement on the Project. Panelist shall not be an individual who is presently involved in an active project with the Design-Builder. Upon Substantial Completion, the Award Fee Evaluation Committee shall inspect the Project and assess, for each of the areas of the Project listed below, the overall appearance, functionality and level of quality found in the Work. In making this determination, the Award Fee Evaluation Committee shall average their individual scores into a single score based upon the following scale:

i. 0 points – the Design-Builder failed to meet the minimum requirements of the project and/or quality.
ii. 1 point – the Design-Builder marginally met the minimum requirements of the Project and/or quality with major deficiencies
iii. 2 points – The Design-Builder marginally met the minimum requirements of the Project and/or quality with minor deficiencies
iv. 3 points – The Design-Builder met the requirements of the project and/or quality with minimal deficiencies
v. 4 points – The Design-Builder met some requirements and/or quality and exceeded others. There were no deficiencies.
vi. 5 points – The Design-Builder exceeded most, if not all, the requirements of the Project and/or quality with no deficiencies.

If the Award Fee Evaluation Committee's average score is 4 points or greater, then the Design-Builder shall be entitled to the full award fee. If the average score is less than 4, then the average score shall be divided by four (4) and then multiplied by the award fee. That shall be the amount of the award fee that shall be given to the Design-Builder. Example 1: The average score is 3.5 and the award fee is $200,000. The Design-Builder shall be entitled to $175,000. Example 2: The average score is 4.1 and the award fee is $200,000. The Design-Builder shall be entitled to $200,000. At a minimum, the Award Fee Evaluation Committee shall evaluate the following for their scoring:

i. Main entrance to the building, both exterior and interior;
ii. Playground, if included;
iii. Playing fields, if included;
iv. Gymnasium;
v. Façade, not including windows;
vi. Windows (exterior), including any framing;
vii. Public space that was part of the Design-Builder's scope;
viii. Cafeteria;
ix. Auditorium, if included;
x. Discovery Commons area(s);
xi. Library;
xii. Level of completeness of punchlist;
xiii. Historic elements, if included;
xiv. Plantings and landscaping;
xv. Interior finishes in hallways;
xvi. Interior finishes in classrooms; and
xvii. Interior finishes in offices.

Prior to being eligible for the Quality Incentive Walk, all quality control and quality assurance-related deficiencies documented by the District shall be resolved and accepted as resolved by the District.

b) If the Design-Builder achieves Substantial Completion of the Project as stated in **Section 1.5** on time the Design-Builder shall be entitled to receive thirty-three percent (33%) of the

At-Risk Portion (i.e. 10% of the Design-Build Fee). Entitlement to this portion of the Award Fee Pool shall be based on the final outcome of the Project and the Project has been successfully turned over to the District. For the avoidance of doubt, the Design-Builder shall not be entitled to earn such portion of the Award Fee Pool even if the failure to deliver on-time was caused by DCPS, the Department, delays resulting from the permitting or zoning process, or an event of Force Majeure.

c) If the Design-Builder achieves Final Completion of the Project as stated in **Section 1.5**, the Design-Build Fee and the final amount due to the Design-Builder (inclusive of the Preconstruction Fee, the Design Budget, the earned portions of the Award Fee, the Base Design-Build Fee and the Lump Sum General Conditions Cost) is less than one hundred three percent (103%) or the Project Budget as stated in **Section 1.3** unless changed by the direction of DGS, the Design-Builder shall earn thirty-four percent (34%) of the At-Risk Portion (i.e. 10% of the Design-Build Fee). Entitlement to this portion of the Award Fee Pool shall be based on the final outcome of the Project. For the avoidance of doubt, the Design-Builder shall not be entitled to earn such portion of the Award Fee Pool even if the failure to deliver within the (103%) cost goal was caused by DCPS, the Department, delays resulting from the permitting or zoning process, or an event of Force Majeure.

2.12 Excluded Cost Elements

It is the Department's intent that the Design-Builder provides 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 a 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 Special Inspections per Department of Buildings Special Inspection Policy
b) 3rd Party Commissioning Agent (not including the testing agency needed to perform necessary test associated with commissioning scope)
c) Quality Assurance / Quality Control vendors that the Department may wish to engage.
d) Builders risk insurance

2.13 Campaign Finance Reform Act

Prior to the execution of the Contract, the Design-Builder shall complete and submit to the Department a completed Campaign Finance Reform Act Self-Certification Form, **Attachment Y**, pursuant to D.C. Official Code § 1-1161.01.

2.13.1 NONPROFIT FAIR COMPENSATION ACT OF 2020, D.C. Code § 2-222.01 et seq.

2.13.1.1 Nonprofit organizations, as defined in the Act, shall include in their rates the indirect costs incurred in provision of goods or performance of services under this contract pursuant to the nonprofit organization's unexpired Negotiated Indirect Cost Rate Agreement (NICRA). If a nonprofit organization does not have an unexpired NICRA, the nonprofit organization may elect to instead include in its rates its indirect costs:

(1) As calculated using a *de minimis* rate of 10% of all direct costs under this contract;
(2) By negotiating a new percentage indirect cost rate with the awarding agency;
(3) As calculated with the same percentage indirect cost rate as the nonprofit organization negotiated with any District agency within the past 2 years; however, a nonprofit organization may request to renegotiate indirect costs rates in accordance with 2.13.1.2; or
(4) As calculated with a percentage rate and base amount, determined by a certified public accountant, as defined in the Act, using the nonprofit organization's audited financial statements from the immediately preceding fiscal year, pursuant to the OMB Uniform Guidance, and certified in writing by the certified public accountant.

2.13.1.2 If this contract is funded by a federal agency, indirect costs shall be consistent with the requirements for pass-through entities in 2 C.F.R. § 200.331, or any successor regulations.

2.13.1.3 The Contractor shall pay its subcontractors which are nonprofit organizations the same indirect cost rates as the nonprofit organization subcontractors would have received as a prime contractor.

2.14 Key Personnel; Diversion

2.14.1 Identification of Key Personnel for the Design-Builder. The following individuals shall be considered key personnel ("Key Personnel") of Design Builder:

i. Design-Build Project Manager
ii. Preconstruction Manager
iii. Superintendent
iv. Project Executive

2.14.2 Identification of Key Personnel of the Design-Builder's Architect/Engineer The following individuals shall be considered the Key Personnel of the Architect:

i. A/E Project Manager
ii. Project Architect
iii. Principal in Charge
iv. Lead Mechanical Engineer
v. Lead Civil Engineer

2.14.3 Key Personnel Replacement Disincentive Fee.

All members of the Design-Builder's Key Personnel shall be subject to replacement fees for their removal or reassignment by the Design-Builder. In each instance where the Design-Builder removes or reassigns one of the key personnel as being subject to replacement fees (but excluding instances where such personnel becomes unavailable due to death, termination of employment or disability) without the prior written consent of the Department's Contracting Officer, the Design-Builder shall owe to the Department the sum of Twenty-Five Thousand dollars ($25,000) for each replacement, as a replacement fee and not as a penalty, to reimburse the Department for its administrative costs arising from the Design-Builder's failure to provide the Key Personnel. The foregoing replacement fee 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, to 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. In the event the Department exercises the right to remove, to replace or to reduce the scope of services of the Design-Builder, the Department shall have the right to enforce the terms of the Agreement and to keep in place those members of the Design-Builder's team not removed or replaced and the remaining members shall complete the services required under the Agreement in conjunction with the new members of the Design-Builder's team approved by the Department.

2.15 Licensing, Accreditation and Registration

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

2.16 Conformance with Laws

It shall be the responsibility of the 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. This is including but is not limited to all local and nationally recognized construction codes, the Green Building Act, local ordinances pertaining to construction, and laws associated with project labor agreements currently active, and which may become codified during the Project.

2.17 Davis-Bacon Act and Title 29 CFR 5.5, Davis Bacon Provision

The Davis-Bacon Act Wage Determination, as stated in **Attachment E1**, and Title 29 CFR 5.5, Davis Bacon Provision, as stated in **Attachment E2**, are applicable to this Project. As such, the Contractor and its trade subcontractors shall comply with the wage and reporting requirements imposed by that Act. At such time as the Contractor is preparing its GMP, the Contractor shall include the current Davis-Bacon wage rates in its GMP.

2.18 Time is of the Essence

Time is of the essence with respect to the Contract. 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. Additionally, the Department seeks an innovative and efficient approach to successfully delivering this multi-phase Project.

2.19 Release of Final Liens And Claims

Each Application for Payment shall be accompanied by written waivers of the right to file a mechanic's lien and all other claims, in a form substantially similar to Attachment Q for the Design-Builder and all Subcontractors and material suppliers at all tiers who have supplied labor or material or both for which payment is requested, subject only to the receipt of payment. If the Department so requests, the Design-Builder shall also submit unconditional waivers of liens for itself and all Subcontractors, professional service consultants, and material suppliers at all tiers with respect to Work or materials or equipment for which payment has been previously made, and additional forms of waiver acknowledging receipt of final payment under the Agreement and providing final release of such liens.

2.20 Time is of the Essence

Time is of the essence with respect to the Agreement. The Project must be Substantially Complete by the Substantial Completion Date. As such, the 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. Additionally, the Department seeks an innovative and efficient approach to successfully delivering this multi-phase Project.

2.21 Living Wage Act

The Contractor agrees that the Work performed under the proposed contract shall be subject to the living wage act in effect at the time of the Contract execution by the Department. As such, the Contractor and its subcontractors shall comply with the wage reporting requirements imposed by the act as set forth in **Attachment K**.

2.22 Furniture Fixtures & Equipment (FF&E)

The Contractor shall ensure that maximum competition is sought for the Project's FF&E requirements. Additionally, the Contractor shall ensure that qualified vendors certified by the District's DSLBD as small business enterprises ("SBE") are provided an opportunity to offer a bid/proposal for any of the Project's FF&E requirements. Qualified vendors can be found on the District's Office of Contracting Procurement's (OCP) District of Columbia Supply Schedule (DCSS) in the Furniture and Furniture Management category (https://ocp.dc.gov/page/dcss). The Contractor shall ensure that a minimum of three (3) qualified SBE vendors are provided with the FF&E bid package. The Contractor shall document the distribution of the bid package to all vendors and responses received, including no-bids in the FF&E Bid Package. Upon selection, the

Contractor shall provide an FF&E Selection Summary to the PM and CO. The FF&E Selection Summary shall include, at a minimum, the identification of all vendors provided an opportunity to submit a bid/proposal, pricing of bid/proposals received, identification of selected vendor with a brief explanation of how the decision was reached, and any other information relevant to the procurement of the Project's FF&E vendor.

PART 3 - EVALUATION AND AWARD CRITERIA

3.0 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.

3.1 Proposal Identification

All Proposals shall be submitted electronically, as follows:

The proposal should be titled: **"Proposal for Design-Build Services for Simon Elementary School Modernization – DCAM-25-CS-RFP-0024"**.

3.2 Submission of Proposals

Proposals shall be submitted to the solicitation portal via the following link:
https://procurement.opengov.com/portal/dc

3.3 Date and Time for Receiving Proposals

Proposals shall be received no later than November 17, 2025, at 2:00 PM. The Offerors assume the sole responsibility for the timely submission of their proposal.

3.4 Evaluation Criteria & Process

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

a) Past Performance, Relevant Experience & Capabilities of the Design-Builder (**10 points**)
b) Past Performance, Relevant Experience & Capabilities of the Design-Builder's Architect/Engineer (**10 points**)
c) Key Personnel of the Design-Builder (**10 points**)
d) Key Personnel of the Design-Builder's Architect/Engineer (**10 points**)
e) Project Management Plan & Schedule (**40 points**)
f) Price (**20 points**)
g) Certified Business Enterprise ("CBE") Preference (up to **12 points**)

3.4.1 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 experiences of the members of the evaluation panel and others involved in the evaluation process. The Agreement will be awarded to the responsive and responsible Offeror found to be the

most advantageous to the Department in accordance with D.C. Official Code § 2-354.03 and not necessarily the Offeror(s) with the highest evaluated score.

3.4.2 Evaluation Process

The Department shall evaluate Offerors' proposals ("Proposal(s)") and any requested best and final offers ("BAFO(s)") in accordance with the provisions of this **Part 3** and the Department's Procurement Regulations. Proposal(s) include all items outlined in this section.

3.4.3 Evaluation Committee

Each Offeror's Proposal shall be evaluated in accordance with this **Part 3** by an Evaluation Committee ("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 responsive and responsible Offeror(s) whose Proposal(s) are determined by the source selection official to be the most advantageous to the Department in accordance with D.C. Official Code § 2-354.03 and not necessarily the Offeror (s) with the highest score as evaluated per the factors in **Section 3.4** of this RFP.

3.4.4 The Technical Rating Scale is as follows:

NUMERIC RATING	ADJECTIVE	DESCRIPTION
0	UNACCEPTABLE	Fails to Meet Minimum requirements, e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	POOR	Marginally meets minimum requirements; major deficiencies
2	MINIMALLY ACCEPTABLE	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	ACCEPTABLE	Meets requirements with minimal deficiencies.
4	GOOD	Meets requirements and exceeds some requirements; no deficiencies.
5	EXCELLENT	Exceeds most, if not all requirements; no deficiencies

3.4.5 Oral Presentation

The Department does not intend to interview Offerors and contract award may be made without discussion. However, the Department reserves the right to interview Offerors in the competitive range, if necessary. If the Department conducts such interviews, each Offeror within the

competitive range shall make an oral presentation to the 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.

3.4.5.1 Length of Oral Presentation

If applicable, 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.

3.4.5.2 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.

3.4.5.3 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.

3.5 Proposal Size, Organization, and Offeror Qualifications and Evaluation

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

3.5.1 Executive Summary of Proposal

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

3.5.2 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.
7. Identification of the single point of contact for the Offeror.

3.5.3 Past Performance, Relevant Experience & Capabilities of the Contractor

Past Performance, Relevant Experience & Capabilities should contain the following information:

a) Detailed descriptions of three to five (3-5) projects, completed within the last 7 years, total for the contractor, 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 narrative of the project as it pertains to the Contractor's scope of work and the evaluation criteria.
4. The delivery method implemented on the project.
5. The start and end dates for the project.
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 initial substantial completion date and initial contract value, also noting the contract type (i.e., GMP, not to exceed amount or Lump Sum price).
8. The level of completion of design documents that the initial contract value was based on.
9. The actual substantial completion date and the final contract value
10. List of Key Personnel that worked on the example project and are also included in this proposal as Key Personnel for the proposed project.
11. Graphics or Photos of the project that support the project narrative and evaluation criteria.

The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms, **Attachment L** for the Contractor, are completed and submitted with their proposal. The past performance evaluation ("PPE") forms shall address at least one of the 3 projects requested.

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

If the Offeror is a team or joint venture, the names and addresses of the team or individual members of the joint venture, and copies of any joint venture or teaming agreements shall be provided. If the Offeror is a team the teaming agreement should include intention, expectations, roles and responsibilities of the Contractor, roles and responsibilities of the teaming partner, why the parties are teaming, division of the work and percentages. If the Offeror is a team or a joint venture of multiple companies, the Evaluation Committee will consider the experience of each member of the team or Joint Venture in light of their role in the proposed team or Joint Venture.

3.5.3.1 Past Performance, Relevant Experience & Capabilities of the Contractor Evaluation Criteria (10 points)

The Department desires to engage a Design-Builder with the experience necessary to accomplish the objectives set forth in the RFP. The Offeror will be evaluated based the following items for project examples:

i. Demonstrated experience with Design-Build of similar educational facilities in a setting similar in size, scope, and cost to the proposed Project.
ii. Past performance (considering schedule and budget) with public and/or private projects of similar scale (scale = construction budget total sf). Provide a narrative of the relevant project and how it is similar to the project. Past Performance Evaluations will be considered.
iii. Demonstrated experience with Design-Build renovation of historic facilities. Explain how historic features of the project were protected and restored.
iv. Demonstrated experience working on highly sustainable, energy efficient, or Net Zero Energy Projects. Describe how the team ensured sustainability features were installed correctly to achieve the project goals.
v. Ability to problem solve for cost or schedule constraints, provide specific examples.

3.5.4 Past Performance, Relevant Experience & Capabilities of the Architect/Engineer

Detailed descriptions of three to five (3-5), completed within the last 7 years, for the Architect/Engineer, 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 narrative of the project as it pertains to the Architect's scope of work and the evaluation criteria.
4. The delivery method implemented on the project.
5. The start and end dates for the project.
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 initial substantial completion date and initial contract value, also noting the contract type (i.e., GMP, not to exceed amount or Lump Sum price).
8. The level of completion of design documents that the initial contract value was based on.
9. The actual substantial completion date and the final contract value
10. List of Key Personnel that worked on the example project and are also included in this proposal as Key Personnel for proposed project.
11. Graphics or Photos of the project which support the project narrative and evaluation criteria.

The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms **Attachment L** for the Design-Builder's Architect/Engineer, are completed and submitted with their proposal. The PPE forms shall address at least one of the 3 projects requested in this section.

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

If the offeror is a team or joint venture, the names and addresses of the team or individual members of the joint venture, and copies of any joint venture or teaming agreements shall be provided. If the Offeror is a team the teaming agreement should include intention, expectations, roles and responsibilities of the Contractor, roles and responsibilities of the teaming partner, why the parties are teaming, division of the work and percentages. If the Offeror is a team or a joint venture of multiple companies, the Evaluation Committee will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture.

3.5.4.1 Past Performance, Relevant Experience & Capabilities of the Architect/Engineer Evaluation Criteria (10 points)

The Department desires to engage a Design-Builder with a design team component that possesses the experience necessary to accomplish the objectives set forth in the RFP. The Offeror will be evaluated based the following items for project examples:

i. Design experience of modernized or new educational facilities similar in size and budget to the proposed Project.
ii. Design solutions which met programmatic needs considering site constraint and stakeholder input. Provide a narrative or diagrams of these solutions.
iii. Demonstrated past performance with DC, or similar jurisdiction, navigating through permitting, other regulatory/utility agencies, including Commission of Fine Arts, Historic Preservation Office, etc. Show how the permitting and approvals were coordinated to meet the project schedule.
iv. Demonstrated experience working on highly sustainable, energy efficient, or Net Zero Energy Projects. Describe how the project met sustainability requirements with examples.
v. Demonstrated Experience with historic facilities within a dense residential neighborhood similar to the Project.

3.5.5 Key Personnel

Key Personnel should contain the information requested in this section of the RFP. In addition, the Offeror shall provide the following:

a) Organizational chart illustrating reporting lines and names and titles for key participants proposed by the Offeror. Key Personnel shall be identified per **Section 2.14 Key Personnel**. The chart shall include a description of the responsibilities of the Key Personnel on the proposed project.
b) A list or chart of all personnel proposed for the Project. Such list or chart should include the following information for each individual:

   (i) The individual's name.
   (ii) The individual's role.
   (iii) The percentage of time that will be devoted by the individual to the Project. This should be identified for each phase of the Project. Include the following phases for each Key Personnel: Concept Design, Schematic Design, Design Development, Construction, Closeout.

c) Resumes shall be provided for all individuals from the General Contractor, Architect, Civil Engineer, MEP Engineer, and Envelope Consultant. Resumes should indicate the individual's experience on five (5) relevant projects, the project size, budget, completion date, 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. A list of current projects and their completion dates shall be provided.

3.5.5.1 Key Personnel of the Design-Builder Evaluation Criteria (10 points)

The proposed Key Personnel should have experience working together and each such individual should have the necessary level of experience for his or her proposed role in accordance with this section. Key Personnel will also be evaluated on the relevant projects provided in their resume and how they compare to the Project as well as their availability to work on the project. Key Personnel involvement on other active DGS Contracts will be considered.

If the Offeror is proposing more than one (1) person to in any of the above positions, the Offeror shall clearly identify which person shall be evaluated as the Key Personnel. If no such indication is made, the Department shall evaluate the first-listed individual as the Key Personnel.

Offerors shall submit the identification of their Key Personnel for the Contractor and convey at a minimum the following experience requirement(s) for each Key Personnel:

i. The Project Manager's minimum experience requirements are as follows:

a. Minimum of seven (7) years of professional experience. Of the 7 years' experience the Project Manager shall have a minimum of two (2) years' experience working as a Project Manager or two (2) years of experience working on a project of an equal to or greater contract value to the Project.

ii. Preconstruction Manager minimum experience requirements are as follows

a. Minimum of seven (7) years of professional experience. Of the 7 years' experience the Preconstruction Manager shall have a minimum of two (2) years' experience working as a Preconstruction Manager or two (2) years of experience working on a project of an equal to or greater contract value to the Project.

iii. The Superintendent's minimum experience requirements are as follows:

a. Minimum of five (5) years of professional experience. Of the 5 years' experience the Superintendent shall have a minimum of two (2) years' experience working as a Superintendent or two (2) years of experience working on a project of an equal to or greater contract value to the Project.

iv. The Project Executive's minimum experience requirements are as follows:

a. Minimum of ten (10) years of professional experience. Of the 10 years' experience the Project Executive shall have a minimum of five (5) years' experience working as a Project Executive or five (5) years of experience working on a project of an equal to or greater contract value to the Project.

3.5.5.2 Key Personnel of the Design-Builder's Architect/Engineer Evaluation Criteria (10 points)

The Department desires that the design component of the Design-Builder assigned to this Project be individuals who have experience in designing and completing similar type projects as the Project. The personnel so assigned should have the necessary experience and professional credentials for the role each such individual is assigned. Key Personnel will also be evaluated on the relevant projects provided in their resume and how they compare to the Project as well as their availability to work on the project. Key Personnel involvement on other active DGS Contracts will be considered.

Offerors shall submit the identification of their Key Personnel for the Design-Builder's Architect/Engineer and convey at a minimum the following experience requirement(s) for each Key Personnel:

i. The Project Manager's minimum experience requirements are as follows:

a. Minimum of seven (7) years of professional experience. Of the 7 years' experience the Project Manager shall have a minimum of five (5) years' experience working as a Project Manager or 5 years of experience working on a project of an equal to or greater contract value to the Project
b. Bachelor's Degree or higher

ii. The Project Architect's minimum experience requirements are as follows:

a. Minimum of five (5) years of professional experience. Of the 5 years' experience the Project Architect shall have a minimum of three (3) years' experience working as a Project Architect or 3 years of experience working on a project of an equal to or greater contract value to the Project
b. Bachelor's Degree or higher

iii. The Principal in Charge minimum experience requirements are as follows:

a. Minimum of ten (10) years of professional experience. Of the 10 years' experience the Principal in Charge shall have a minimum of five (5) years' experience working as a Principal in Charge or 5 years of experience managing a project of an equal to or greater contract value to the Project
b. Bachelor's Degree or higher

iv. The Lead Mechanical Engineer minimum experience requirements are as follows:

a. Minimum of seven (7) years of professional experience. Of the 7 years' experience the Lead Mechanical Engineer shall have a minimum of five (5) years' experience working as a Lead Mechanical Engineer or 5 years of experience working on a project of an equal to or greater contract value to the Project
b. Bachelor's Degree or higher

v. The Lead Civil Engineer minimum experience requirements are as follows:

a. Minimum of seven (7) years of professional experience. Of the 7 years' experience the Lead Civil Engineer shall have a minimum of five (5) years' experience working as a Lead Civil Engineer or 5 years of experience working on a project of an equal to or greater contract value to the Project
b. Bachelor's Degree or higher

3.5.6 Project Management Plan and Schedule Evaluation Criteria (40 points)

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

The Project Management Plan shall include:

i. A schedule (P6 or similar format) and a schedule narrative to demonstrate how the Offeror intends to complete the Project in a timely manner and meet the Project Milestone Dates reference in **Section 1.6**. and shall show: (i) key design milestones and bid packages; (ii) release dates for key subcontractors; (iii) project phasing; and (iv) a cash flow analysis. The schedule should demonstrate that the Offeror understands the Project, the times constraints associated with DC Council Approval, the DC permitting and entitlement process, the challenges with project move-in and close-out and has a workable method to deliver the Project.

ii. Site specific design approach highlighting items including but not limited to site analysis and constraints, general design ideas on the new building's aesthetic within the existing neighborhood context, meeting the Ed Specs in the new building and within the proposed Project Budget and a discussion of early questions and/or decisions the Department will need to make to assure project success. The design approach should also address sustainability measures that would be implemented to meet the projects sustainability goals.

iii. Provide a site-specific construction management plan that includes risks and challenges to the Project, as well as the Offeror's approach to the common issues at any project site, delivery routes, laydown areas, permitting, utility coordination, safety plan and QA/QC plan.

iv. The Design-Builder's approach to community engagement as it relates to the design, construction, and subcontractor participation. Discuss the community engagement strategy by illustrating how they plan to balance the stakeholder demands while achieving the Project budget and schedule. The community engagement strategy should also include a discussion of the Design-Builder approach during the construction phase of the Project and consider how site logistics will impact the surrounding community. The Department desires the selected Design-Builder to provide the maximum level of participation for Local, Small and Disadvantaged Business Enterprises as well as employment opportunities for District of Columbia residents. The Design-Builder shall provide a Subcontractor Participation Plan which outlines the approach the team will make to achieve a fair and robust bidding process which will help achieve the project requirements for LSDBE participation. Give examples, when possible, of how this approach has been successful in the past in DC or similar jurisdictions.

v. The process for how Design-Builder will work together and with subconsultants on this project to assure that all concepts, plans, sketches, renderings presented to the Department, DCPS are "to Budget". Provide an understanding of the team's budgeting approach at Concept Design and Schematic Design to ensure the project Budget is aligned with the RFP budget and scope. Give examples of how this process has been successful in the past.

vi. An understanding of the Design-Builders approach to closeout, turnover, and post occupancy warranty period. The Department and DCPS are committed to providing a smooth turnover of the school to the school community and DGS Facilities through our turnover process and would like to understand how the Design-Builder will manage this

process to ensure these goals are met. Give examples of how this process has been successful in the past or lessons learned from the past.

3.5.6.1 Project Management Plan & Schedule

The Project Management Plan will be evaluated on completeness and thoroughness of the items listed in **Section 3.5.6.** Each item will be evaluated on the success of the approach as it relates to the specific goals of the project.

3.5.7 CBE Preference (12 points)

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

3.5.8 Reserved

3.5.9 Price Proposal

The Price proposal shall be organized as follows:

a) **Offer Letter.** Each Offeror shall submit an Offer Letter Form substantially in the form of **Attachment C**. Material deviations, in the opinion of the Department, from the Offer Letter 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 D**. 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 E**. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia Government.
d) **Bid/Proposal 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 G**.
e) **SBE Subcontracting Plan.** Each Offeror shall submit a SBE subcontracting plan substantially in the form of **Attachment I**.
f) **First Source Agreement and Employment Plan**. Each Offeror shall submit a first source agreement and employment plan substantially in the form of **Attachment J**.
g) **Conflict of Interest Disclosure Form**. Each Offeror shall submit a conflict of interest disclosure statement substantially in the form of **Attachment P.**
h) **EEO Policy Form.** Each Offeror shall submit an EEO policy form substantially in the form of **Attachment R**.
i) **Certification to Furnish Performance & Payment Bonds**. Each Offeror shall submit a certification to furnish a performance & payment bonds substantially in the form of **Attachment S**.
j) **Clean Hands Certificate:** Provide a copy of Offeror's firm's Clean Hands Certificate that indicates compliance from the Office of Tax and Revenue self-service portal at

mytax.dc.gov. The new process generates the certificates instantaneously which can be printed or downloaded immediately.

k) **Licenses:** A copy of each District of Columbia license, registration, or certification that the Offeror is required by law to obtain. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration, or certification to transact business in the District of Columbia, the Offeror shall certify its intent to obtain the necessary license, registration, or certification prior to contract award or its exemption from such requirements.

l) **Campaign Finance Reform Act:** Each offeror shall submit a Campaign Finance Reform Act Self-Certification Form in the form of **Attachment Y**, pursuant to D.C. Official Code § 1-1161.01.

3.5.9.1 Price Evaluation (20 points)

Offerors will be required to submit with their Proposals the following fee components: (i) a Design Fee; (ii) a Design-Build Fee; and (iii) Lump Sum General Conditions Cost. The Design-Build Fee will be a fixed fee and should cover the cost of the Design-Builder's overhead and profit; the Lump Sum General Conditions Cost shall be the extent of what the Contractor is entitled to recover for the cost of General Conditions; and the Design Fee should include an upset limit and a schedule of values showing the cost of the various phases of the design. Each Offeror will be required to complete and submit with their Proposal a copy of the pricing sheet set forth as **Attachment C**, which includes all these price components. The pricing sheet shall be submitted as part of Volume 2 (i.e. the price proposal) as more fully described in **Part 5** of this RFP.

PART 4 – ECONOMIC INCLUSION

4.0 PREFERENCE FOR SMALL, LOCAL, AND DISADVANTAGED BUSINESS ENTERPRISES ("SLDBE")

4.1 General:

Under the provisions of the "Small and Certified Business Enterprise Development and Assistance Act of 2005", D.C. Code § 2-218.01 *et seq.*, as amended ("Act", as used in this section), the District shall apply preferences in evaluating proposals from businesses that are certified by the DSLBD pursuant to Part D of the Act.

4.1.1 Any prime contractor that is a small business enterprise ("SBE") certified by the DSLBD will receive the addition of three (3) points on a 100-point scale added to the overall score.

4.1.2 Any prime contractor that is a resident-owned business ("ROB") certified by DSLBD will receive the addition of five (5) points on a 100-point scale added to the overall score.

4.1.3 Any prime contractor that is a longtime resident business ("LRB") certified by DSLBD will receive the addition of five (5) points on a 100-point scale added to the overall score.

4.1.4 Any prime contractor that is a local business enterprise ("LBE") certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score.

4.1.5 Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone ("DZE") certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score.

4.1.6 Any prime contractor that is a disadvantaged business enterprise ("DBE") certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score.

4.1.7 Any prime contractor that is a veteran-owned business ("VOB") certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score.

4.1.8 Any prime contractor that is a local manufacturing business enterprise ("LMBE") certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score.

4.1.9 Any prime contractor that is an equity impact enterprise certified by DSLBD will receive the addition of five (5) points on a 100-point scale added to the overall score.

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

4.2 Preferences for Certified Joint Ventures

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

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

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

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 DSLBD if additional information is required on certification procedures and requirements.

4.3 Subcontracting Plan

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

4.3.1 Mandatory Subcontracting Plan and Requirements.

The Contractor shall comply with the terms of the mandatory subcontracting requirements as follows:

4.3.1.1. Unless the Director of DSLBD has approved a waiver in writing in accordance with D.C. Official Code § 2-218.51, for all contracts in excess of $250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

4.3.1.2. If there are insufficient SBEs to completely fulfill the requirement of **Section 4.3.1.1** above, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

4.3.1.3. A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of **subsections 4.2.1.1** and **4.2.1.2** above.

4.3.1.4. Except as otherwise provided in D.C. Official Code § 2-218.46, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs.

A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

4.3.1.5. If the prime contractor is a certified joint venture and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture 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. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

4.3.1.6. Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

4.3.1.7. A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is $1 million or less.

4.3.2 Subcontracting Plan

The Subcontracting Plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

1) The name and address of each subcontractor;
2) A current certification number of the small or certified business enterprise;
3) The scope of work to be performed by each subcontractor; and
4) The price that the Contractor will pay each subcontractor.

4.3.3 Copies of Subcontracts

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

4.3.4 Subcontracting Plan Compliance Reporting

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

a) The price that the Contractor will pay each subcontractor under the subcontract;
b) A description of the goods procured, or the services subcontracted for;
c) The amount paid by the Prime Contractor under the subcontract; and
d) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

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

4.3.5 Annual Meetings

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

4.3.6 DSLBD Notices

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

4.3.7 Enforcement and Penalties for Breach of Subcontracting Plan

4.3.7.1 The Contractor shall be deemed to have breached a subcontracting plan required by law, if the Contractor: (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

4.3.7.2 the 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.

4.3.7.3 If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions of the Standard Contract Provisions for Construction Contracts (**Attachment H1**) and Standard Contract Provisions for Architectural and Engineering Contracts (**Attachment H2**).

4.3.7.4 Neither the Contractor nor a Subcontractor may remove a Subcontractor or tier-Subcontractor if such Subcontractor or tier-Subcontractor is certified as an LSDBE company

unless the Department approves of such removal, in writing. The Department may condition its approval upon the Contractor developing a plan that is, in the Department's sole and absolute judgment, adequate to maintain the level of LSDBE participation on the Project.

4.3.8 51% District Residents New Hires Requirements and First Source Employment Agreement.

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

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

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

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

4.3.8.4 The Design-Builder shall not begin the performance of the Contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

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

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

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

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

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

4.3.8.10 The Design-Builder may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board located at 441 4th Street, NW, Suite 350N, Washington, DC 20001.

4.3.8.11 The provisions of the First Source Act do not apply to nonprofit organizations that employ 50 employees or less.

4.3.8.12 Construction projects or contracts covered by this **Section 4.3.8** of the Contract shall be subject to the hiring and reporting requirements set forth in this Section until construction is completed and a final certificate of occupancy has been issued."

Section 4.3.9 Economic Inclusion Reporting Requirements

Section 4.3.9.1 Upon execution of the Agreement, the Design-Builder and all its member firms, if any, and each of its Subcontractors shall submit to the Department a list of current employees and apprentices that will be assigned to the Agreement, the date they were hired and whether or not they live in the District of Columbia.

Section 4.3.9.2 The Design-Builder and its constituent entities shall comply with subchapter X of Chapter II Title 2, and subchapter II of Chapter 11 of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Design-Builder and all member firms and Subcontractors shall execute a First Source Agreement with the District of Columbia Department of Employment Services ("DOES") prior to beginning work at the Project site.

Section 4.3.9.3 The Design-Builder shall maintain detailed records relating to the general hiring of District of Columbia and community residents.
Section 4.3.9.4 The Design-Builder shall be responsible for: (i) including the provisions of **Section 4.3.2** in all subcontracts; (ii) collecting the information required in **Section 4.3.2** from its Subcontractors; and (iii) providing the information collected from its Subcontractors in the reports required to be submitted by the Design-Builder pursuant to **Section 4.3.2**.

4.4 Apprenticeship Act

The District of Columbia Apprenticeship Act of 1946, D.C. Official Code §§ 32-1401 *et seq.* ("Act"), as amended, may apply to this Project. If applicable, all subcontractors selected to perform work on the Project on a craft-by-craft basis shall be required to comply with this Act. All terms and conditions of the Act, D.C. Apprenticeship Council Rules and Regulations, as well as any federal requirements, shall be implemented. The Prime Contractor shall be liable for any subcontractor non-compliance. Thirty-Five percent (35%) of all apprentice work shall be performed by District residents.

4.4 SBE Subcontractor information

The full SBE subcontracting plan is not required to be submitted by the Design-Builder for pre-construction services; however, a full SBE subcontracting plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction. The Design-Builder shall submit the full SBE subcontracting plan to include:

(a) The name and address of each subcontractor;
(b) A current certification number of the small or certified business enterprise;
(c) The scope of work to be performed by each subcontractor;
(d) The price to be paid by the Design-Builder to each subcontractor; and
(e) Meet the subcontracting requirements as further described in **Section 4.2.1** of this RFP

Section 4.6 Way To Work Amendment Act Of 2006

4.6.1. Except as described in **Section 4.6.9** below, the Design-Builder shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 et seq.) ("Living Wage Act of 2006"), for contracts for services in the amount of $100,000 or more in a 12-month period.

4.6.2 The Design-Builder shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage.

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

4.6.4 The DOES may adjust the living wage annually and Design-Builder will find the current living wage rate on its website at www.does.dc.gov.

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

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

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

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

(1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
(2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
(3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
(4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
(5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
(6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
(7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
(8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);
(9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in **Section 2** of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
(10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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

Section 4.8 Equal Employment Opportunity and Hiring of District Residents

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, "on compliance with Equal Opportunity Requirements in District government contracts," A contract award cannot be made to any contractor who has not satisfied the Equal Employment Requirements. The Contractor shall comply with applicable laws, regulations and special requirements of the contract regarding equal employment opportunity and affirmative action programs. The forms for completion of the Equal Employment Opportunity Information Report are incorporated as **Attachment R.**

PART 5 - PROCEDURES & PROTESTS

5.0 Contact Person

Offerors should contact the Department's POC as stated in **Section 1.7** for information or inquiries regarding the RFP.

5.1 Pre-proposal Conference

A pre-proposal conference and site visit will be held on **October 30, 2025, at 3:30 P.M.** Further information is on page 1 (cover page) of this RFP.

5.2 Explanations for Prospective Offerors

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

Questions about this RFP shall be submitted to the portal no later than **November 4, 2025, at 2:00 P.M EST** using the following link:

https://procurement.opengov.com/portal/dc

The Department will provide responses to potential Offerors to all questions received. **Questions will not be accepted after this date.**

5.3 Protests

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

5.4 Contract Award

This procurement is being conducted in accordance with D.C. Code § 2-354.03 and 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 most advantageous in terms of technical merit and other factors. As such, the Agreement contemplated hereunder will be awarded to the Offeror whose competitive sealed Proposal is determined by the source selection official to be the most advantageous to the Department considering technical merit and other factors.

5.5 Retention of Proposals

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

5.6 Examination of Proposals

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

5.7 Late Proposals: Modifications

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

5.8 No Compensation for Preparation of Proposals

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

5.9 Rejection of Proposals

The Department reserves the right, in its sole discretion:

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

5.10 Limitation of Authority

Only a Contracting Officer with prior written authority from the CPO 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 Contracting Officers.

5.11 Non-Responsive Proposals

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

5.11.2 Exceptions. The Department may consider a proposal non-responsive if the Offeror identifies any changes or exceptions to the Standard Contract Provisions.

5.11.3 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.

5.11.4 Bid Bond. The Department shall consider a Proposal non-responsive if the Offeror fails to submit a bid bond or cashier's check in lieu of a bid bond with its Proposal.

PART 6 – DESIGN-BUILD AGREEMENT

6.0 Contract Documents

The Design-Build Agreement or the Form of Contract, will be issued alongside the RFP as **Attachment M**. The Standard Contract Provisions are attached hereto as **Attachments H1** and **H2**. Offerors should carefully review the Agreement and Standard Contract Provisions when submitting their Proposals. To the extent there are any ambiguities or inconsistencies between this RFP, the Standard Contract Provisions and 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, if applicable, and subsequently, the Design-Build Agreement.

PART 7 – INSURANCE REQUIREMENTS

A. GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance to the Contracting Officer (CO) giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO.

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

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 for each occurrence, $2,000,000 general aggregate, $2,000,000 products and completed operations aggregate, and $1,000,000 personal and advertising injury aggregate limit.

   The Commercial General Liability shall be further endorsed to:

   a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2010 0413 and CG2037 04 13 (or its equivalent) to The Government of the District of Columbia
   b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
   c) A waiver of subrogation in favor of The Government of the District of Columbia
   d) Any Annual Aggregate shall apply on a per location or per project basis
   e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in

writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor in connection with work under this agreement, with a minimum combined single limit of $1,000,000. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

The Commercial Auto Liability policy shall be further endorsed to:

a. To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b. Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c. A waiver of subrogation in favor of The Government of the District of Columbia
d. Defense costs shall be in addition to and not erode the limits of liability
e. If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier, and Truckers (or its equivalent)
f. Moving and Storage Companies shall be required to provide evidence of BMC91 or BMC91X filing

For Contractors providing transportation:

Contractors providing transportation must additionally comply with the following:

a) Operators holding a restricted WMATC Certificate of Authority must have a single limit of $1.5 million in combined (bodily injury and physical damage) coverage, or
b) Operators holding an unrestricted WMATC Certificate of Authority must have a single limit of $5M in combined (bodily injury and physical damage) coverage.

In addition, both types of WMATC certificate holders must have in place the following Licensing Requirements as applicable:

a) Commercial Driver's License (CDL) with the following endorsements:
   i) P (Passenger): All drivers MUST have a P endorsement enabling them to transport passengers (16 or more).
   ii) S (School Bus): All drivers operating school buses (flashing lights, swing arm w/stop sign) must also have an S endorsement. Please note that driver credentials for any vehicles that are converted school buses must have S.
b) Valid (unexpired) US Department of Transportation Medical Examiner Certification ("Medical Card").

For Contractors using District Government-Owned Vehicles:

Agencies that provide Contractors with District Government-owned or leased motor vehicles are responsible for ensuring that such vehicles are used only for the performance under this Contract. Contractor and its subcontractors are prohibited from using such vehicles for home-to-work transportation unless specifically provided for under the terms of the contract and approved in writing by the Contracting Officer, or otherwise provided

by law. Contractor shall obtain automobile liability insurance with a minimum combined single limit of $1,000,000 to cover bodily injury and property damage to protect the Contractor and the District Government against third-party claims arising from the use of District Government-owned vehicles. The Commercial Auto Liability Policy shall be endorsed to include:

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

In the event of loss, destruction, or damage to any government-owned vehicles used in the performance of contact, Contractor shall be liable for full cost of repair or replacement of lost, destroyed, or damaged vehicle.

3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Media Liability and Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, and violation of any consumer protection laws arising out of Contractor's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that

would be incurred by Contractor on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Contractor shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella with minimum limits of $10,000,000 per occurrence and $10,000,000 in the annual aggregate. Coverage must excess of required commercial general liability, commercial auto liability, and employers' liability. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

7. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3rd party fidelity to cover the dishonest acts of subcontractors, its employees and/or volunteers which result in a loss to the District. The Government of the District of Columbia shall be included as loss payee. The policy shall provide a limit of $50,000 per occurrence.

8. Environmental Liability/Contractors Pollution Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of environmental liability insurance covering losses caused by pollution or other hazardous conditions arising from ongoing or completed operations of the Contractor. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), clean-up costs, transit and non-owned disposal sites. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements. There shall be neither an exclusion nor a sublimit for mold or fungus-related claims, legionella, asbestos, lead paint, or silica. The minimum limits required under this paragraph shall be $2,000,000 per occurrence and $2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous completed

operations coverage will be maintained for at least ten (10) years or an extended reporting period shall be purchased for no less than ten (10) years after completion.

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

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

1. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the CO with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, Workplace Torts, "Bullying" in "any location" and "by any means," including the Internet, whether between employees of contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend The Government of the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than $1,000,000 for each wrongful act and $2,000,000 annual aggregate for each wrongful act.

9. Installation-Floater Insurance - For projects not involving structural alterations, the Contractor shall provide an installation floater policy with a limit equal to the Property values being installed as part of the project. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the Contractor.

10. Riggers Liability – If and to the extent Contractor's services or scope of Work call for, require, or involve the lifting, picking, rigging and setting of others property, materials or equipment, Contractor shall procure, maintain and pay for Riggers Liability Insurance to insure against physical loss of or damage in amounts sufficient to insure the full market value and / or replacement costs of the property, materials or equipment being lifted, with a minimum liability limit of $5,000,000. In addition to replacing any property, materials or equipment damaged through Contractor's work involving the lifting, picking, rigging and or setting, Contractors shall also be responsible for all consequential loss of use, and delay damages involved in replacing and / or repairing the damaged property, materials, or equipment. Failure to carry appropriate insurance and / or failure to carry adequate limits shall not relieve Contractor from its indemnity and contractual obligations herein.

11. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries $1,000,000 per occurrence limits; $2,000,000 aggregate of affirmative abuse and molestation liability coverage.

Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional, or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts or through a separate stand-alone sexual abuse and molestation policy with confirmation there are no exclusions for abuse or assault & battery under the General Liability. So called "silent" coverage or "shared" limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the Office of Risk Management for compliance review.

Construction Projects Controlled by the District

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

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

The deductible shall not exceed $25,000 except for earthquake, flood, windstorm, water damage or other perils at the discretion of the District and as available in the insurance industry. The deductible for Frame or Joisted Masonry construction shall not exceed $50,000.

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

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

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

C. SUBCONTRACTOR INSURANCE REQUIREMENTS

Any and all subcontractors engaged by Contractor for work under this agreement shall be required to have the same insured required of Contractor. Should the Contractor wish to propose different insurance requirements for the subcontractor than the ones outlined in the Contract, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the

subcontractor to the CO. The CO will promptly provide in writing to the Contractor with a decision regarding the insurance requirements applicable to the subcontractor. When requested by the CO, the Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

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

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

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the contractor's liability under this contract.

G. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding, and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all the costs of insurance and bonds in the contract price.

I. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Contractor no long complying with the above requirements. The Contractor shall provide the CO with ten (10) days' prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Contractor at least 30 days' notice of the change. Contractor must comply, at your expense, and deliver to the CO evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Contractor must send to CO, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Contractor must also provide us with evidence of renewal before the expiration date of each insurance policy. Contractor is

responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia
And emailed to the attention of:

Peter Henry Lyonga
Contracting Officer
Department Of General Services
Contracts & Procurement Division
3924 Minnesota Avenue, NE, 5th Floor
Washington, DC 20019
Peterhenry.lyonga@dc.gov

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

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

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

M. WARRANTIES. When applicable, the Contractor should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). CO should collect, review for accuracy, and maintain all warranties for goods and service.

PART 8 - BONDS REQUIREMENTS

8.0 Bid Bond

Offerors are required to submit with their Proposals a bid bond in the amount of five percent (5%) of the total price proposal in the form included as **Attachment G**. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties. Alternatively, Offerors may submit a cashier's check in lieu of a bid bond. However, in the event an Offeror who is awarded 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. If the Offeror chooses to submit a cashier's check in lieu of a bid bond, the Offeror must complete the form included as **Attachment O** and return, notarized, with the Offeror's Proposal.

8.1 Contractor's Payment and Performance Bond

The Design-Builder will be required to post a payment and performance bond having a penal value equal to the Agreement amount at the time the Agreement is executed. The Design-Builder will be required to post an updated payment and performance bonds in the form of **Attachment T** to reflect the GMP Amendment amount. Payment and Performance Bond shall only be applied to the services and materials directly related to the bond meaning any services not covered through bonding shall not be covered in the cost of the bond by the District. An example of this is professional services, Design-Build Fees, or related services not covered by the bond. **This bond shall cover all aspects of the Project, including but not limited to design fees, design-build fees, general condition price, and any allowances, ensuring full protection for the Department and all subcontractors and suppliers.**

PART 9 - MISCELLANEOUS PROVISIONS

9.0 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 P**).

9.1 Definitions

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

9.2 Abbreviations

The following are abbreviations used throughout this RFP:

CPM	Critical Path Method
GMP	Guaranteed Maximum Price
LEED	Leadership in Energy & Environmental Design
NTP	Notice to Proceed
RFP	Request for Proposals
OP	Office of Planning
CO	Contracting Officer
CPO	Chief Procurement Officer
CA	City Administrator
CFA	Commission of Fine Arts
COTR	Contracting Officer's Technical Representative
DCPS	District of Columbia Public Schools
CBE	Certified Business Enterprise
SBE	Small Business Enterprises.
DSLBD	Department of Small and Local Business Development
DOEE	Department of Energy and Environment
DOB	Department of Buildings
DOH	Department of Health
BIM	Building Information Modeling

PART 10 - ATTACHMENTS