SOLICITATION, OFFER, AND AWARD

1. Market: OPEN
   DESIGN-BUILD CLEVELAND PARK LIBRARY

2. Contract Number: DCPL-2015-R-0034
3. Solicitation Number: 
4. Type of Solicitation: Request for Proposal (RFP)
5. Date Issued: 12/08/2014
6. Requisition/Purchase Order Number: 

7. Issued By: District of Columbia Public Library - MLK Jr. Branch
   Office of Procurement
   901 G Street Northwest Room 434
   Washington, D.C. 20001

CAUTION: Late Submission, Modifications and Withdrawals: See 19 DCMR Chapter 43 as applicable. All offers are subject to all terms and conditions contained in this solicitation.

9. Sealed bid in original and four (4) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in See Number 7 Above until 2:00 p.m. local time 1/12/2015 (Hour) (Date)

10. For Information Contact

<table>
<thead>
<tr>
<th>A. Name</th>
<th>B. Telephone (No Collect Calls)</th>
<th>C. E-mail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amer M. Abdullah, Sr</td>
<td>772-7740</td>
<td><a href="mailto:anewill@dc.gov">anewill@dc.gov</a></td>
</tr>
</tbody>
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12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount for Prompt Payment

<table>
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<tr>
<th>10 Calendar days %</th>
<th>20 Calendar days %</th>
<th>30 Calendar days %</th>
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14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

<table>
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<tr>
<th>Amendment Number</th>
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15A. Name and Address of Offeror

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<th>Code</th>
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15B. Telephone

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<th>Area Code</th>
<th>Number</th>
<th>Ext.</th>
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15C. Check if remittance address is different from above - enter address in Schedule Section K.

16. Name and Title of Person Authorized to Sign Offer/Contract

<table>
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<th>17. Signature</th>
<th>18. Offer Date</th>
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AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered

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22. Award - DC OCP Form 201 not required

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<th>23. Item</th>
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22. Negotiated Agreement - DC OCP Form 201 may be executed

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<th>22. Item</th>
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24. Administered By (If other than Item 7)

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<th>Code</th>
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25. Reserved for future use

26. Name of Contracting Officer (Type or Print)

<table>
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<tr>
<th>Diane Wooden</th>
<th>27. Government of the District of Columbia</th>
<th>28. Award Date</th>
</tr>
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</table>

28. (Signature of Contracting Officer)
Solicitation No. DCPL-2015-R-0034
Design-Build Services for Cleveland Park Library

SECTION A – HISTORY AND BACKGROUND

The District of Columbia Public Library operates 26 libraries throughout the District of Columbia. The main central library, the Martin Luther King Jr. Memorial Library ("MLK Library"), is located at the corner of 9th and G Streets, N.W. The remaining branch libraries are scattered throughout the District. Over the past several years, DCPL has undertaken comprehensive renovations of and new construction of a number of the branch libraries as well as plans for the renovation of MLK Library. The Cleveland Park Library, one such branch library is the subject of this solicitation.

In 1911, the Cleveland Park School and Community Association established a temporary library in the Cleveland Park neighborhood at John Eaton School. Not long after the temporary library was opened, the association began discussing a permanent branch library, however, the temporary library was closed in 1916 with nothing coming of these plans at the time. Subsequently, in 1935, the Connecticut Avenue Citizens Association (the “Association”) revived the efforts for the branch library. In 1937, the Association adopted a resolution requesting the District of Columbia Commissioner to include in the budget funds to purchase land for a library; the site recommended was at the intersection of Connecticut Avenue and Macomb Avenue. Initially slated for the development of an apartment building, the Association sought to raise funds to purchase the land for the construction of the library with Ms. Catherine Cate Coblents leading the charge. With the help of then Commissioner Guy Mason, in 1945, the District purchased what had come to be known as the “the library lot”—the current home of the Cleveland Park Library. Two years later, funds were included in the District’s budget to construct the library.

Following delays associated with the unavailability of building materials and further community efforts to see the permanent library come to fruition, including metal drives during the Second World War, a ground-breaking ceremony was held on June 27, 1952 and 16 months later, on October 14, 1953, the library was formally dedicated. Throughout its existence, the community has been very strong supporters of the library, including raising funds in the 1950s for an addition to the library. In later years, the Friends of Cleveland Park Library was created; the Friends of Cleveland Park has been instrumental in raising funds for the library and in 1995 was very active in fighting a proposal that the library be closed permanent due to budget constraints. The Cleveland Park remains the busiest local branch library.
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Design-Build Services for Cleveland Park Library

SECTION B – SUPPLIES OR SERVICES AND PRICE/COST

B.1 INTRODUCTION

B.1.1 The Cleveland Park Library (the “CP Library”) is located at 3310 Connecticut Avenue, NW, Washington DC. The existing building was constructed in 1953 and consists of approximately 18,000 square feet. DCPL’s typical branch library program requires approximately 21,500 square feet of space, and DCPL has determined that the library’s needs would best be met by constructing a new library on the site. Through this solicitation, DCPL seeks to engage a Design-Build (“Offeror” or “Contractor”) to develop a design for and to construct the new CP Library. As the existing facility will be out of service during the construction of the new CP Library, the Design-Build selected through this solicitation will also be required to develop a design for and to construct an Interim Library for operation while the existing library is razed and the new library is constructed. Specifically, DCPL desires to engage a Design-Build to undertake the following:

B.1.1.1 Refine DCPL’s typical branch library program to develop a program of requirements specific to the CP Library;

B.1.1.2 Develop a design for the CP Library based on the approved program;

B.1.1.3 Develop a program of requirements and design for the Interim Library for use by the community during the construction of the new CP Library;

B.1.1.4 Construct the Interim Library base on the approved design; and

B.1.1.5 Raze the existing CP Library and construct the new CP Library based on the approved design.

B.1.2 The new CP Library must achieve a minimum of LEED Gold certification, however, DCPL desires that to the greatest extent possible the level of sustainable design strategies be maximized. The Interim Library must be complete no later than December 1, 2015; and the new CP Library must be Substantially Complete no later than February 28, 2017.

B.2 OPEN MARKET

This RFP is being issued in the Open Market with a 35% subcontracting requirement in accordance with Section M.5. In addition, Offerors that are certified by the District of Columbia, Department of Small and Local Business Development (“DSLBD”) will receive preference points during the evaluation process in accordance with Section M.4.
B.3 DCPL MENTOR PROTÉGÉ PROJECT

This is a Mentor Protégé project as described in Section H.7. In order to participate in this RFP, Offerors shall complete and submit with the proposal, the Mentor-Protégé Pilot Program Agreement Template included herein as Attachment J.14. Failure to submit the Agreement will result in a determination of nonresponsive and rejection of the proposal by the DCPL Chief Procurement Officer (CPO). In addition, Offeror’s that are not certified by DSLBD will receive preference points in accordance with Section M.4.1.9.

B.4 PRICE

B.3.1 Offerors shall submit a price for the Phase 1 and 2 work specified in Section C.2 of this RFP. See Attachment J.11 – Form of Offer Letter.

B.3.2 As will be more fully described in the Form of Contract, the contract resulting from this solicitation will be a cost plus a fixed fee with a guaranteed maximum price (GMP) type contract. DCPL anticipates that once it has approved a set of design development documents for the new CP Library, the Design-Builder shall issue those documents to trade subcontractors for pricing and that such pricing shall serve as the basis of a GMP Proposal from the Design-Builder for the Project.

B.3.3 Offerors shall submit the following price components as part of their proposal in response to this solicitation:

B.3.3.1 A Preconstruction Fee;
B.3.3.2 A Design Fee for the New CP Library,
B.3.3.3 An alternate Net Zero Design Fee for designing the new CP Library as a Net Zero Facility. With regard to this alternate price, Offerors shall include a description of the specific assumptions (both in terms of design elements and level of effort associated with those elements) upon which this fee is based;
B.3.3.4 An Interim Library Design Fee for designing the Interim Library space;
B.3.3.5 A Design-Build Fee; and
B.3.3.6 A General Conditions Budget.

B.3.4 Other than the design fee associated with the Interim Library, Offerors shall include the cost of managing and implementing the Interim Library work in their design-build fee and their general conditions budget as no additional fee or general conditions will be allowed for the Interim Library work.

B.3.5 The preconstruction fee shall be a fixed fee and shall be the Design-Builder’s sole compensation for all services other than design services through the formation of a GMP for the Project. The preconstruction fee shall include all the
Design-Builder's costs for preconstruction services, including cost estimating, schedule, constructability review, bidding and GMP development for both the Interim Library and the new CP Library.

B.3.6 The design fee and the alternate net zero design fee shall be a not-to-exceed amount for all architectural, engineering and other services necessary to develop an acceptable set of construction documents and construction administration services associated with the Project. The net zero design fee shall assume that the new CP Library will be a net zero facility. The design fee shall assume a minimum of LEED Gold certification. The cost of the necessary site surveys (i.e. topographic, boundary, etc.), geotechnical engineering and a hazardous materials survey shall be included in these amounts. Please note, however, that a hazardous material survey has already been completed and a copy is attached hereto as Attachment J.12.

B.3.3 The Interim Library design fee shall be a not-to-exceed amount for all architectural, engineering and other services necessary to develop an acceptable set of construction documents and construction administration services associated with the Interim Library. For purposes of this RFP, Offerors shall assume that the Interim Library will be located in existing retail or commercial space that is within a reasonable distance of the Project site and occupy a footprint of approximately 3,000 square feet. Offerors shall assume that such space will require a complete tenant fit-out. Should the selected space require vertical transportation upgrades or major upgrades to the building's mechanical system, these will be considered a change to the contract and entitle the selected Contractor to an increase in the Interim Library design not-to-exceed amount.

B.3.4 The design-build fee shall be a fixed fee and shall cover all cost not a cost of the work as outlined in the Form of Contract. This shall include, but is not limited to, the Design-Builder's home office overhead and profit.

B.3.5 Offerors shall also quote a general conditions budget to cover the cost of general conditions as defined in the Form of Contract. The cost of general conditions will be reimbursable subject to a cap equal to the general conditions budget proposed by the Offeror (i.e. the general conditions budget is a line item guarantee). In general, the cost of general conditions includes the Design-Builder's project staff and its site office.

B.3.6 It is DCPL's intent to engage the Design-Builder to: (i) develop designs for both the new CP Library and the Interim Library; and (iii) put into place work of approximately $15 million (inclusive of the Interim Library build-out and FF&E for the new library) between August 1, 2015 and February 28, 2017. The Design-Builder shall not be entitled to any additional fees or general conditions unless (i) DCPL makes additions to the scope provided for in the GMP Amendment which cause the GMP to increase by more than ten percent (10%);
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Design-Build Services for Cleveland Park Library

or (ii) DCPL makes additions to the scope provided for in the GMP Amendment which will require the Design-Builder’s services to extend beyond April 15, 2017. Please note, however, that punch list activities may extend beyond the substantial completion date and that such activities will not entitle the Design-Builder to additional fees or general conditions.

B.5 SCHEDULE

In general, DCPL anticipates that this RFP and the Project will proceed per the following schedule:

- Issue RFP December 8, 2014
- Pre-Proposal Conference December 16, 2014
- Question Cut-Off December 19, 2014
- Proposal Due January 12, 2015
- Notice of Award February 14, 2015
- Limited Notice to Proceed Mid-February 2015
- Programming & Concept Development Phase Mid-February to end April 2015
- Schematic Design Phase May through June 2015
- Abatement & Demolition Package June 2015
- Design Development Phase July through September 2015
- Construction of Interim Library August 1, 2015 through December 1, 2015
- Trade Bidding October 2015
- GMP Formation November 2015
- Abatement and Razing of existing facility January 2016
- Commence construction of New CP Library January 2016
- Substantial Completion of New CP Library February 28, 2017
SECTION C: STATEMENT OF WORK

C.1 OVERVIEW

DCPL is seeking the services of a Design-Builder to provide all labor, supervision, materials, hazardous materials abatement, and other services required to complete the Project, in accordance with this RFP, the Hazardous Materials Report (Attachment J.12) and the General DCPL Program (Attachment J.13).

C.2 SCOPE OF WORK

DCPL anticipates that the Project will proceed in three (3) phases: (i) the Programming, and Design Phase; (ii) the Construction Phase for the Interim Library; and (iii) the Construction Phase for the new CP Library. It is expected that the Design and Construction phases for the Interim Library will run concurrently with the Design Phase for the new CP Library.

C.3 DESIGN & PRECONSTRUCTION PHASE – PHASE 1

C.3.1 Programming: As part of Design & Preconstruction Phase, the Design-Builder shall work with DCPL to develop a program for the new CP Library and also for the Interim Library. Given the need to construct the Interim Library prior to commencing field work related at the existing library, it is anticipated that the design and preconstruction efforts related to the Interim Library will proceed ahead of those related to the new CP library.

C.3.2 During this phase, the Design-Builder shall complete, at a minimum, the following tasks:

- Undertake a review of the existing programmatic spaces at the existing Cleveland Park Library.
- Review DCPL general programming document, copy attached as Attachment J.13, and clarify library spaces, functions and programming for such spaces for the new CP Library.
- Conduct interviews with DCPL staff and other representatives regarding programming issues, including prioritizing needs for the interim library
- Participation in certain DCPL public engagement events.
- Develop programming document specific to the new CP Library, including progress submissions as requested by DCPL.
- Develop programming document for the Interim Library, including progress submissions as requested by DCPL.
C.3.3 During this phase, the Design-Builder shall prepare and submit the deliverables listed below. All such deliverables shall be subject to review and approval by DCPL, and the Design-Builder’s pricing should assume that revisions may be required to these documents to address concerns raised by DCPL and/or other Project stakeholders.

C.3.3.1 Programming document specific to the new CP Library, including progress submissions as requested by DCPL.

C.3.3.2 Programming document for the Interim Library, including progress submissions as requested by DCPL.

C.3.4 Test Fits

C.3.4.1 Services. The Design-Builder shall conduct test fits of the approved Interim Library program. The Offeror’s price should assume up to three (3) test fits for up to three (3) potential interim locations. During this phase, the Design-Builder selected through this RFP shall complete the following tasks:

C.3.4.1.1 Conduct site visits of potential interim locations.

C.3.4.1.2 Conduct preliminary life safety/building code analysis.

C.3.4.1.3 Prepare up to three test fits of the program in the potential interim space.

C.3.4.2 Deliverables. During this phase, the Design-Builder shall prepare and submit to DCPL the below-listed deliverables. All such deliverables shall be subject to review and approval by DCPL, and the Design-Builder’s pricing should assume that revisions may be required to these documents to address concerns raised by DCPL and/or other Project stakeholders.

C.3.4.2.1 Survey report of existing conditions.

C.3.4.2.2 Test fits of the program in the identified potential interim library locations.

C.4 DESIGN FOR INTERIM LIBRARY AND NEW CP LIBRARY – PHASE 2

C.4.1 Based on DCPL’s approval of a program for and selection of a location for the Interim Library, the Design-Builder shall prepare a design for the Interim Library. In addition, the Design-Builder shall prepare a design for the new CP Library. These design services will include the preparation, for each facility, of (a) Concept Designs, (b) Schematic Designs, (c) Design
Development Documents, and (d) Construction Documents. The Design-Builder shall ensure that the designs are developed in a manner consistent with DCPL’s budget for the Project, i.e., designed to budget.

C.4.2 Concept Design

C.4.2.1 Services. Upon approval by DCPL of a program for the new CP Library, and selection of a site and approval of a program for the Interim Library, the Design-Builder selected through this RFP shall complete the following tasks:

C.4.2.1.1 Conduct LEED/Sustainability Workshops with DCPL representatives to identify sustainable design strategies to be included in the design for the new CP Library.
C.4.2.1.2 Participate in Value Engineering workshops with DCPL representatives.
C.4.2.1.3 Prepare and submit Environmental Impact Screening Form (EISF).
C.4.2.1.4 Perform alternative mechanical systems evaluation and recommend selection.
C.4.2.1.5 Confer with audio-visual and acoustic consultants to establish design requirements for the Project.
C.4.2.1.6 Confer with DCPL’s IT representatives/consultants to verify technological requirements for the Project.
C.4.2.1.7 Prepare a concept design for each facility.

C.4.2.2 Deliverables. During this phase, the Design-Builder shall prepare and submit to DCPL the below-listed deliverables. All such deliverables shall be subject to review and approval by DCPL, and the Contractor’s pricing should assume that revisions may be required to these documents to address concerns raised by DCPL and/or other Project stakeholders.

C.4.2.2.1 Flow Test Results
C.4.2.2.2 Summary of required agency review and timetables (i.e. CFA, Office of Planning)
C.4.2.2.3 Environmental Impact Screening Form Submission
C.4.2.2.4 Record of Accepted LEED Strategies
C.4.2.2.5 Record of Accepted Value Engineering Strategies
C.4.2.2.6 Architectural Concept Development

  i. Development of final master site plan
  ii. Building plan
  iii. Preliminary cost estimates
  iv. Project schedule
C.4.2.3 Schematic Design

C.4.2.3.1 Services. The Design-Builder shall develop a schematic design. The schematic design shall contain such detail as is typically required for schematic design under the standard AIA contract. In general, the Design-Builder shall undertake the following tasks during this phase:

C.4.2.3.1.1 Further develop conceptual plans and incorporate design changes.
C.4.2.3.1.2 Prepare necessary presentation materials (renderings and models) to communicate design and obtain approval of design direction.

C.4.2.4 Deliverables. The Design-Builder shall prepare and submit to DCPL the following deliverables. All such deliverables shall be subject to review and approval by DCPL and the Design-Builder’s pricing should assume that revisions may be required to these documents to address concerns raised by DCPL and/or other Project stakeholders.

C.4.2.4.1 Digital floor plans and site plan
C.4.2.4.2 Preliminary building elevations and sections
C.4.2.4.3 Plan-to-Program Comparison
C.4.2.4.4 Design Narrative
C.4.2.4.5 Updated schedule and cost estimate
C.4.2.4.6 Preliminary LEED Scorecard

C.4.2.5 Design Development

C.4.2.5.1 The Design-Builder shall progress the design documents for the project into a set of design development documents. With respect to the new CP Library, the design development documents shall be more advanced than typical design development documents as DCPL anticipates that these documents will serve as the basis for the GMP. Accordingly, the design development documents shall contain at least the level of detail as contemplated in the standard AIA agreement. However, with regard to the building’s systems and finishes, a greater level of detail shall be provided. Specifically, the design development documents shall coordinate the mechanical, electrical, plumbing, fire protection, fire alarm, elevators, parking, energy conservation, lighting, telecommunications, streetscaping, and landscaping in sufficient detail to establish final sizing criteria and capacities, square footage requirements, required chases and risers, clearances, equipment layout, and other related components. With regard to the finishes, the design development documents shall provide a finish schedule and sketches showing key interior and exterior views.
C.4.2.6 Services. The Design-Builder shall progress the schematic design into a set of design development documents. The specific services required during this phase are:

C.4.2.6.1 Select and draft specifications for materials, systems, and equipment.
C.4.2.6.2 Develop detailed and dimensioned plans, wall sections, building section, and schedules.
C.4.2.6.3 Complete code compliance analysis and drawing.
C.4.2.6.4 Confirm space-by-space equipment layouts with representatives from DCPL.
C.4.2.6.5 Conduct follow up meetings with agencies as required.
C.4.2.6.6 Coordinate furniture, fixtures, and equipment requirements ("FF&E").
C.4.2.6.7 Present the design to CFA, Office of Planning, and other regulatory agencies as required.
C.4.2.6.8 Register the Project with USGBC to obtain LEED certification and pay all registration fees.

C.4.2.7 Deliverables. The following deliverables are required during this phase.

C.4.2.7.1 35% (minimum progress) documents for all technical disciplines, drawings and specs.
C.4.2.7.2 50% design development progress printing.
C.4.2.7.3 A reconciliation report that addresses issues raised by the Builder as a result of the 50% progress printing.
C.4.2.7.4 CFA submission materials; meetings and presentations to CFA as required.
C.4.2.7.5 Updated Project Budget and Schedule.
C.4.2.7.6 Updated LEED Scorecard.

C.4.2.8 Trade Bidding Process & GMP Formation

No later than November 2015, the Design-Builder shall provide to DCPL a written submission on the proposed bidding procedures. Such procedures shall include: (i) a list of proposed trades packages; (ii) a list of trade subcontractors that will be invited to bid on each such package; and (iii) a narrative description of the process.

C.4.2.9 Bidding

The Design-Builder shall issue the approved design development documents to trade subcontractors for bidding. In order to ensure appropriate pricing, at least three (3) bids will be required for each package that has an estimated value of more than $100,000. The Design-Builder shall provide to the DCPL a bid tabulation of the trade bids obtained. Such bid tabulations shall specifically identify any leveling of the bids and SBE participation.
C.4.2.10  Value Engineering & Scope Assessment

Based on the trade bids, the Design-Builder shall prepare a written report of suggested value engineering strategies necessary to reconcile the costs of constructing the Project with the DCPL’s budget for the Project. The Design-Builder shall meet with the DCPL’s representatives to discuss any value and changes in scope required to bring the Project costs within the Project Budget.

C.4.2.11  GMP Formation

C.4.2.11.1 Based on any value engineering, scope modifications and approved changes in the Project Budget, the Design-Builder shall prepare and submit to DCPL a GMP proposal. The Design-Builder’s GMP proposal shall represent the Design-Builder’s offer to Fully Complete the Project. The GMP proposal shall include:

C.4.2.11.1.1 A line item construction budget specifically calling out any allowances included in the GMP;
C.4.2.11.1.2 A detailed CPM schedule;
C.4.2.11.1.3 A listing of the drawings upon which the GMP is based;
C.4.2.11.1.4 An LSDBE utilization plan; and
C.4.2.11.1.5 A written statement of any assumptions are clarifications upon which the GMP is based.

C.4.2.12  Abatement & Demolition

During this phase, the Design-Builder shall abate hazardous materials in the existing facility, in accordance with EPA and all jurisdictional agencies. The Design-Builder shall obtain a “clean letter” and file for a raze permit. The Design-Builder shall raze the existing facility. Prior to doing so, the Design-Builder shall be responsible for salvaging and storing all items as identified by DCPL.

C.4.2.13  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 necessarily limited to, scheduling, estimating, shop-drawings, and the ordering of long-lead materials.
C.4.2.14 **Deliverables.** The following deliverables are required during the Design/Preconstruction Phase. In the event that the Design-Builder fails to provide any deliverable listed below, the Design-Builder shall forfeit its pre-construction fee.

- **C.4.2.14.1** Preliminary Schedule and Cost Estimates;
- **C.4.2.14.2** List of Long Lead Items and Recommendations for purchase;
- **C.4.2.14.3** List of subcontractors from which the Design-Builder intends to solicit bids and bid procedures;
- **C.4.2.14.4** Trade bid tabulations;
- **C.4.2.14.5** Report outlining value engineering strategies; and
- **C.4.2.14.6** GMP Proposal.

C.5 **CONSTRUCTION - PHASE 3**

C.5.1 The Design-Builder shall construct the Project in a manner consistent with the approved design documents and shall provide all labor, materials, supervision and equipment necessary to fully construct the Project no later than February 28, 2017. The Construction Phase shall commence upon issuance by DCPL of a notice to proceed with construction activities. Such work shall generally include the following activities:

- **C.5.1.1** **Mobilization & Site Safety and Security.** The Design-Builder shall take control of the site and install the necessary construction fences, safety barricades and other devices to properly secure the site. It is anticipated that this will occur when the Construction Phase begins. The Design-Builder’s storage/laydown area will be limited to the limits of disturbance shown on the approved design documents. The Design-Builder shall provide a safe and efficient site. Controlled access shall be required. The Design-Builder shall be responsible for site security. The Design-Builder shall also be responsible for removing all construction debris off site in accordance with all applicable rules and regulations of those jurisdictions having authority. The Design-Builder shall be required to provide wheel washing stations on site so as to prevent the accumulation of dirt and other refuse on the streets surrounding the project site.

- **C.5.1.2** **Permitting.** The Design-Builder shall be responsible for paying all permits and fees associated with any abatement, demolition, utilities abandonment, and utility relocation, if necessary. The Design-Builder shall also be responsible for secure and paying for any and all other required permits, including but not limited to trade permits and a building permit.
C.5.1.3 **Trade Work; Subcontracts.** It is contemplated that all or nearly all of the work will be performed by trade subcontractors under written subcontracts to the Design-Builder. The Design-Builder will not be permitted to self-perform work unless authorized by DCPL.

C.5.1.4 The Design-Builder shall be responsible for the cost of temporary power used during the construction of the Project, including, but not limited to, the cost of installing such temporary wiring as may be required to bring power to the site. The Design-Builder shall also be responsible for the cost of all temporary construction necessary on the site.

C.5.1.5 In order to properly manage the Project, the Design-Builder shall undertake the following tasks:

C.5.1.5.1 Participate and assist in project/planning meetings.
C.5.1.5.2 Provide and maintain a fully equipped office on-site to perform all required Design-Builder duties.
C.5.1.5.3 Maintain full-time, on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log.
C.5.1.5.4 Conduct weekly progress meetings following a contractor generated agenda with the Program Manager and all trades.
C.5.1.5.5 Provide general safety and signage and posting for the project and see that each subcontractor prepares and submits adequate safety program and monitoring throughout the project.
C.5.1.5.6 Provide a written monthly report that includes (i) an updated schedule analysis, (ii) an updated cost report, and (iii) a monthly review of cash flow.
C.5.1.5.7 Manage the change order process with the trade subcontractors to verify validity, purpose, and cost.
C.5.1.5.8 Prepare payment requests, verify accuracy and forward for approval and payment.
C.5.1.5.9 Assemble close-out documents required.
C.5.1.5.10 Provide assistance to the DCPL through any applicable warranty periods.

C.5.1.6 The Design-Builder shall prepare and submit at close-out a complete set of O&M manuals, warranties, etc. The Design-Builder shall also provide DCPL with a complete set of its Project files, including, but not limited to, shop drawings and record drawings, etc. at close out so as to assist DCPL in operating the site.
C.6 TIME IS OF THE ESSENCE

The Interim Library must be Substantially Complete no later than December 1, 2015, and new CP Library must be Substantially Complete no later than February 28, 2017. As such, the Design-Builder shall 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 with a one (1) year warranty. Punch list activities may continue after that date provided that such activities do not extend more than sixty (60) days past the Project’s Substantial Completion Date. The Design-Builder shall coordinate such work with DCPL personnel needed to accommodate DCPL’s requirements in getting the facility ready.

C.7 KEY PERSONNEL

C.7.1 In its proposal, each Offeror shall identify its key personnel. Key personnel shall include, at a minimum, the following individuals: (i) Project Executive; (ii) the key Project Manager(s); (iii) the Design Principal; (iv) the Project Architect; (v) key MEP and Structural Engineers.

C.7.2 The Design-Builder shall not be permitted to change any of the key personnel unless DCPL approves the proposed reassignment and the proposed replacement. Certain members of the Design-Builder’s Key Personnel shall be subject to liquidated damages for their removal or reassignment by the Design-Builder. In each instance where the Design-Builder removes or reassigns one of the key personnel that is subject to liquidated damages (but excluding instances where such personnel become unavailable due to death, disability or separation from the employment of the Design-Builder or any affiliate thereof) without the prior written consent of DCPL’s Contract Administrator (CA), the Design-Builder shall pay to DCPL the sum of Twenty Five Thousand dollars ($25,000) as liquidated damages and not a penalty, to reimburse DCPL for its administrative costs arising from the Design-Builder’s failure to provide the Key Personnel. The foregoing liquidated damage amount shall not bar recovery of any other damages, costs or expenses other than DCPL’s internal administrative costs.

C.7.3 In addition, DCPL will have the right, in its sole discretion, to remove, replace or to reduce the scope of services of the Design-Builder in the event that a member of the Key Personnel has been removed or replaced by the Design-Builder without the consent of DCPL. In the event DCPL exercises the right to remove, replace or to reduce the scope of services of the Design-Builder, DCPL shall have the right to enforce the terms of this 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 this Agreement in conjunction with the new members of the Design-Builder’s team approved by DCPL.

C.8 LICENSING, ACCREDITATION AND REGISTRATION

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

C.9 CONFORMANCE WITH LAWS

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

C.10 BUY AMERICAN ACT COMPLIANCE

The Design-Builder shall not design or specify a proprietary product that does not comply with the provisions of the Buy American Act (41 U.S.C. § 10a).

C.11 APPRENTICESHIP ACT

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

C.12 OWNERSHIP OF DESIGN DOCUMENTS

C.12.1 Regardless of whether the Project is completed, any Design Documents prepared by the Design-Builder and the architectural and engineering consultants engaged by the Design-Builder and all other documents created in association with the Project shall become the sole property of DCPL upon full payment of Design-Builder’s fees then due under this Agreement, and shall not be used by the Design-Builder or its sub-consultants on other projects, or for additions to this Project outside the scope of the work, without the specific written consent of DCPL. However, DCPL expressly acknowledges and agrees that the documents to be provided by the Design-Builder under this Agreement will contain design details, features and
concepts including some from the Design-Builders library, which collectively form part of the design for the project, but which separately are and shall remain the sole and exclusive property of the Design-Builders. These details are repetitive in nature, not Project specific, function rather than form-oriented, and were not developed for or identifiable with the Project. Nothing herein shall be construed as a limitation on the Design-Builders absolute right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

C.12.2 DCPL will be under no obligation to account to the Design-Builders for any profits obtained by DCPL as a result of the Project, or the use of such drawings, specifications and other documents in connection with the Project. In the event the resulting contract with the Design-Builders is terminated prior to completion of the Project or the Design-Builders is unable to complete this Project for any reason, DCPL will have the right to use without the Design-Builders consent, and the Design-Builders shall deliver to DCPL and/or its designee within two (2) calendar days after such termination or inability, all such drawings, specifications and other documents as well as design concepts and details in connection with the Project or necessary for DCPL’s completion of this Project (including subsequent phases thereof), so long as DCPL has paid the Design-Builders all fees then owed to the Design-Builders under the contract. Any other use shall be at DCPL’s sole risk and without liability to the Design-Builders or the Design-Builders consultants.
SECTION D – PACKAGING AND MARKING

D.1  PACKAGING AND MARKING

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SUPPLIES AND SERVICES


E.2 INSPECTION AND ACCEPTANCE

The Contract Administrator (CA) identified in Section G of this RFP shall be responsible for inspection and acceptance of all services/deliverables submitted under the contract.

E.3 ACCEPTANCE CRITERIA

Certification by the CA of satisfactory services provided is contingent upon the Design-Builders performing in accordance with the terms and conditions of the contract and all modifications.
SECTION F – DELIVERIES AND PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance will be specified in the written Notice to Proceed (NTP) issued by the DCPL Chief Procurement Officer (CPO) through Final Completion of the Project.

F.2 FIRST SOURCE REQUIREMENT

The Design-Builder shall submit to the District, as a deliverable, the report described in Section H.3.5 which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Design-Builder does not submit the report as part of the deliverables, the District shall not make final payment to the Design-Builder pursuant to Section G.7.

F.3 EQUAL EMPLOYMENT OPPORTUNITY AND HIRING OF DISTRICT RESIDENTS

The Design-Builder shall comply with all applicable laws and regulations regarding equal employment opportunity and affirmative action programs. The Design-Builder shall ensure that at least fifty-one percent (51%) of the Design-Builder’s team and every sub-consultant’s and subcontractor’s employees hired after the effective date of the Contract (or after such sub-consultant or subcontractor enters into a contract with the Design-Builder), to work on the Project shall be residents of the District of Columbia. In addition, the Design-Builder shall comply with the recently adopted requirement regarding District labor utilization requirement in the Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011. See Section H.3.
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SECTION G – CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER

G.1.1 Contracting Officer: The DCPL CPO who has the appropriate contracting authority is the only DCPL official authorized to contractually bind the DCPL through signing contract documents. All correspondence to the DCPL CPO shall be forwarded to:

Diane Wooden
District of Columbia Public Library
Office of Procurement
901 G Street, NW
Suite 434
Washington, DC 20001
Email: diane.wooden2@dc.gov

G.2 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.2.1 The DCPL CPO is the only person authorized to approve changes in any of the requirements of this contract.

G.2.2 The Design-Builder shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the DCPL CPO.

G.2.3 In the event the Design-Builder effects any change at the instruction or request of any person other than the DCPL CPO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.
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G.2 AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER

G.3.1 Contract Administrator (CA): The CA is responsible for the general administration of the contract and advising the DCPL CPO as to the Design-Builder's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract. The CA for the Project is:

Jeffrey Bonvechio, Director
Capital Projects & Facilities Management
District of Columbia Public Library
901 G Street, NW - Room 401
Washington, D C 20001
Telephone Number: (202) 442-6070
Email: jeffrey.bonvechio@dc.gov

G.3.2 It is understood and agreed that the CA shall not have authority to make changes in the scope of work or terms and conditions of the contract.

G.3.3 The resultant Design-Builder is hereby forewarned that, absent the requisite authority of the CA to make any such changes, Design-Builder may be held fully responsible for any changes not authorized in advance, in writing, by the DCPL CPO, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the district, to take all corrective action necessitated by reason of the unauthorized changes.

G.4 INVOICE PAYMENT

G.4.1 The District will make payments to the Design-Builder, upon the submission of proper invoices or vouchers, at the prices stipulated in specific Task Order for services performed and accepted, less any discounts, allowances or adjustments provided for in the contract. The District will pay the Design-Builder on or before the 30th day after receiving a proper invoice from the Design-Builder (See Section G.6.2). If you have not received payment within 30 calendar days, please contact the Accounts Payable (A/P) Unit at (202) 727-1198.

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G.5  METHOD OF PAYMENT

The Design-Builder shall be paid based on satisfactory performance at the price submitted in accordance with Section B.

G.6  INVOICE SUBMITTAL

G.6.1 The Design-Builder shall submit proper invoices on a monthly basis or as otherwise specified in this Section G. Design-Builders shall submit one (1) copy of their invoice with appropriate back-up documentation electronically to the DCPL Accounts Payable (A/P) Unit at invoices.dcpl@dc.gov. The following guidelines will apply to the electronic submittal process:

1. Submit the invoice in Adobe PDF format, ONLY.
2. Invoice must be clearly marked ‘Original” or “Certified Original”.
3. One invoice per electronic submittal.

G.6.2 To constitute a proper invoice, the Design-Builder shall submit the following information on the invoice. If the invoice does not comply with these requirements, the Design-Builder shall be notified of the defect within fifteen (15) calendar days after receipt of the invoice by the DCPL Budget Office.

G.6.2.1 Design-Builder’s name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

G.6.2.2 Contract number and invoice number;

G.6.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.6.2.4 Other supporting documentation or information, as required by the Chief Procurement Officer;

G.6.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.6.2.6 Name, title, phone number of person preparing the invoice;

G.6.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
G.6.2.8  Authorized signature.

G.7  FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.7.1  For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement, final request for payment must be accompanied by the report or a waiver of compliance discussed in H.3.7.

G.7.2  No final payment shall be made to the Design-Builder until the CFO has received the CO’s final determination or approval of waiver of the Design-Builder’s compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement.

G.8  ASSIGNMENTS

G.8.1  In accordance with Clause Number 4383-8, Assignments of the Government of the District of Columbia Public Library Standard Contract Provisions for Supply, Service, Architect/Engineer and Construction Solicitations and Contracts dated October 2009, the Design-Builder shall not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the DCPL CFO.
SECTION H - CONTRACT CLAUSES

H.1  PUBLICITY

The Design-Builder shall at all times obtain the prior written approval from the Chief Procurement Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.2  FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Design-Builder receives a request for such information, the Design-Builder shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Design-Builder pursuant to the contract, the COTR will forward a copy to the Design-Builder. In either event, the Design-Builder is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Design-Builder for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

H.3  51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.3.1 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”), including the changes thereto adopted as part of the Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011.
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H.3.2 The Design-Builder shall enter into and maintain, during the term of the contract, a First Source Employment Agreement in which the Design-Builder shall agree that: The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and the first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.3.3 The Design-Builder shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the following:

(i) Number of employees needed;
(ii) Number of current employees transferred;
(iii) Number of new job openings created;
(iv) Number of job openings listed with DOES;
(v) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
(vi) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
   (a) Name;
   (b) Social Security number;
   (c) Job title;
   (d) Hire date;
   (e) Residence; and
   (f) Referral source for all new hires.

H.3.4 If the contract amount is equal to or greater than $100,000, the Design-Builder agrees that 51% of the new employees hired for the contract shall be District residents.

In addition, the selected 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 20% of journey worker hours by trade shall be performed by District residents;
b. At least 60% of apprentice hours by trade shall be performed by District residents;
c. At least 51% of the skilled laborer hours by trade shall be performed by District residents; and
d. At least 70% of common laborer hours shall be performed by District residents.

H.3.5 With the submission of the Design-Builder’s final request for payment from the District, the Design-Builder shall:

(i) Document in a report to the DCPL CPO its compliance with the section H.3.4 of this clause; or
(ii) Submit a request to the DCPL CPO for a waiver of compliance with section H.3.4 and include the following documentation:

(a) Material supporting a good faith effort to comply;
(b) Referrals provided by DOES and other referral sources;
(c) Advertisement of job openings listed with DOES and other referral sources; and
(d) Any documentation supporting the waiver request pursuant to section H.3.6.

H.3.6 The DCPL CPO may waive the provisions of section H.3.4 if the DCPL CPO finds that:

(i) A good faith effort to comply is demonstrated by the Design-Builder;
(ii) The Design-Builder is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
(iii) The Design-Builder enters into a special workforce development training or placement arrangement with DOES; or
(iv) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.
H.3.7 Upon receipt of the Design-Builder’s final payment request and related documentation pursuant to sections H.3.5 and H.3.6, the DCPL CPO shall determine whether the Design-Builder is in compliance with section H.3.4 or whether a waiver of compliance pursuant to section H.3.6 is justified. If the DCPL CPO determines that the Design-Builder is in compliance, or that a waiver of compliance is justified, the DCPL CPO shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the CA.

H.3.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.3.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Design-Builder shall make payment to DOES. The Design-Builder may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the DCPL CPO pursuant to this section H.3.8.

H.3.9 The provisions of sections H.3.4 through H.3.8 do not apply to nonprofit organizations.

H.4 DEPARTMENT OF LABOR WAGE DETERMINATION

The Design-Builder shall be bound by the Wage Determination No. 2005-2103 revision 14, dated 7/25/2014 issued by U.S. Department of Labor in accordance with the Service Contract Act of 1931, as amended (41 U.S.C. 351 et seq.) incorporated herein as Attachment J.2. The Design-Builder shall be bound by the wage rates for the term of the contract. The applicable Davis Bacon Wage Determination will be issued to the successful Offeror prior to development of the GMP.

H.5 AUDITS, RECORDS, AND RECORD RETENTION

H.5.1 At any time or times before final payment and three (3) years thereafter, the DCPL CPO may have the Design-Builder’s invoices or vouchers and statements of cost audited. For cost reimbursement contracts any payment may be reduced by amounts found by the DCPL CPO not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Design-Builder by the District Government and an overpayment is found, the Design-Builder shall reimburse the District for said overpayment within thirty (30) days after written notification.
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H.5.2 The Design-Builder shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

H.5.3 The Design-Builder shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract. The Design-Builder shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the DCPL CPO.

H.5.4 Persons duly authorized by the DCPL CPO shall have full access to and the right to examine any of the Design-Builder’s contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

H.5.5 The Design-Builder shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

H.6 LIQUIDATED DAMAGES

H.6.1 Phase 1 and 2- The Contractor shall pay to the DCPL the sum of one thousand dollars ($1,000.00) as agreed liquidated damages for each calendar day of delay in completion of the work for this project, within the time limits set forth in the RFP.

H.6.2 If the District terminates for default the Contractor’s right to proceed in accordance with Section 43-8398, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of reprocurement.

H.7 MENTOR-PROTÉGÉ PROGRAM

H.7.1 The DCPL mentor-protégé program is designed to match prime contractors with local, small, disadvantaged business enterprises certified by DSLBD.
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H.7.2 The program allows prime contractors, serving as mentors, to provide assistance to certified local, small, disadvantaged business enterprise firms, serving as protégés, to improve their ability to successfully compete for other contracts.

H.7.3 Mentor-protégé relationships shall have a minimum duration of three (3) years and may be terminated under the following circumstances:

(a) Mentors are no longer in good financial condition;

(b) Mentors or protégés are delinquent in District taxes or any District debt;

(c) A protégé is removed from or no longer is a participant in the District’s local, small, disadvantaged business enterprise program;

(d) The mentor-protégé relationship has expired; or

(e) Other relevant reasons.
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SECTION I - CONTRACT CLAUSES

1.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS


1.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

1.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Design-Builder relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Design-Builder in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

1.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

1.5 RIGHTS IN DATA

1.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

1.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce,
support, maintain, or operate material. The data may be graphic or pictorial
delineations in media such as drawings or photographs, text in specifications or
related performance or design type documents or computer printouts. Examples
of technical data include research and engineering data, engineering drawings
and associated lists, specifications, standards, process sheets, manuals, technical
reports, catalog item identifications, and related information, and computer
software documentation. Technical data does not include computer software or
financial, administrative, cost and pricing, and management data or other
information incidental to contract administration.

1.5.3 The term "Computer Software", as used herein means computer programs and
computer databases. "Computer Programs", as used herein means a series of
instructions or statements in a form acceptable to a computer, designed to cause
the computer to execute an operation or operations. "Computer Programs"
include operating systems, assemblers, compilers, interpreters, data management
systems, utility programs, sort merge programs, and automated data processing
equipment maintenance diagnostic programs, as well as applications programs
such as payroll, inventory control and engineering analysis programs. Computer
programs may be either machine-dependent or machine-independent, and may
be general purpose in nature or designed to satisfy the requirements of a
particular user.

1.5.4 The term "computer databases", as used herein, means a collection of data in a
form capable of being processed and operated on by a computer.

1.5.5 All data first produced in the performance of this Contract shall be the sole
property of the District. The Design-Builder hereby acknowledges that all data,
including, without limitation, computer program codes, produced by Design-
Builder for the District under this Contract, are works made for hire and are the
sole property of the District; but, to the extent any such data may not, by
operation of law, be works made for hire, Design-Builder hereby transfers and
assigns to the District the ownership of copyright in such works, whether
published or unpublished. The Design-Builder agrees to give the District all
assistance reasonably necessary to perfect such rights including, but not limited
to, the works and supporting documentation and the execution of any instrument
required to register copyrights. The Design-Builder agrees not to assert any
rights in common law or in equity in such data. The Design-Builder shall not
publish or reproduce such data in whole or in part or in any manner or form, or
authorize others to do so, without written consent of the District until such time
as the District may have released such data to the public.
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1.5.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

1.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

1.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

1.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

1.5.7 The restricted rights set forth in section 1.5.6 are of no effect unless

(i) the data is marked by the Design-Builder with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No.__________________________ (Design-Builder’s Name); and

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Design-Builder may not place any legend on the computer software indicating restrictions on the District’s rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Design-Builder to apply a restricted rights legend to such computer software shall relieve the District of liability with
respect to such unmarked software.

In addition to the rights granted in Section I.5.6 above, the Design-Builder hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Design-Builder, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the DCPL CPO is obtained, the Design-Builder shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Design-Builder without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.8 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Design-Builder shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District’s or the Design-Builder’s rights in that subcontractor data or computer software which is required for the District.

I.5.9 For all computer software furnished to the District with the rights specified in Section I.5.5, the Design-Builder shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Design-Builder, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Design-Builder should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.10 The Design-Builder shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
I.5.11 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.12 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Design-Builder by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Design-Builder at the time of delivery of such work.

I.6 OTHER CONTRACTORS

The Design-Builder shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

The Design-Builder hereunder shall not subcontract any of the Design-Builder's work or services to any subcontractor without the prior written consent of the Chief Procurement Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Design-Builder. Any such subcontract shall specify that the Design-Builder and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Design-Builder shall remain liable to the District for all Design-Builder's work and services required hereunder.

I.8 INSURANCE

I.8.1 The Design-Builder at its expense shall obtain the minimum insurance coverage set forth below within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the contract award period.
I.8.2 **Commercial General Liability Insurance.** Commercial General Liability Insurance with policy limits of not less than One Million Dollars ($1,000,000) for each occurrence and not less than Two Million Dollars ($2,000,000) in the aggregate for bodily injury and property damage. Such insurance shall (within the limits of the insurance required above):

(i) include a broad form property damage liability, including completed operations, endorsement;
(ii) contain blanket contractual liability insurance covering written contractual liability;
(iii) contain contractual liability insurance covering any Contractor’s indemnification obligation under the contract, to the extent such indemnification obligation is for an insurable risk;
(iv) contain independent contractors liability (i.e., coverage for events arising out of work done by subcontractors);
(v) include Products/Completed Operations coverage that is to be maintained for five (5) years after the date of Substantial Completion of the Project;
(vi) contain Personal and Advertising Injury coverage; and
(vii) include business automobile liability insurance covering any owned, leased, non-owned or hired automobile or other motor vehicle used in connection with the work performed under this Agreement with combined single limits for bodily injury and property damage in an amount not less than One Million Dollars ($1,000,000) in any one accident.

I.8.3 **Professional Liability Insurance (Errors & Omissions).** The Design-Builder shall provide, pay for and maintain professional liability insurance for protection from claims arising out of the performance of professional services caused by negligent error, omission or act for which the Design-Builder is legally liable. Such liability insurance will provide coverage of $5,000,000.00 per occurrence for each negligent act, error or omission and $5,000,000.00 annual aggregate. The Design-Builder shall maintain this coverage for a period of three (3) years after Substantial Completion of the Project is achieved.

I.8.4 **Worker’s Compensation.** The Design-Builder shall procure and carry Statutory Workers’ Compensation and Disability Benefits Insurance and any other insurance required by law covering all persons employed by Design-Builder, contractors, subcontractors, or any entity performing work for the Design-Builder on the Project (unless and to the extent provided by such other parties), including Employers Liability coverage, all in amounts not less than the
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...statutory minimum, except that Employers Liability coverage shall be in an amount of not less than One Million Dollars ($1,000,000) each accident.

I.8.5 Builder's risk insurance written on an "all risk" basis and covering the value of the GMP. This coverage does not need to begin until the Construction Phase begins.

I.8.6 Excess umbrella liability coverage (on at least a follow form basis) and when combined with the general liability policy has an aggregate limit of at least Ten Million Dollars ($10,000,000).

I.8.7 Each policy of insurance required to be carried pursuant to the provisions of this Section I.8 (other than Workers' Compensation/Employers' Liability and Professional Liability/Errors & Omissions Liability/Builder's risk policies) and each corresponding certificate issued by or on behalf of the insurer shall contain a clause designating DCPL and the District as additional insureds, as their interests may appear (but not a loss payee).

I.8.8 All of the insurance policies required by this Section I.8 shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and having either: (i) an A.M. Best Company rating of A-VIII or higher; (ii) a Standard & Poor's rating of AA or higher; (iii) a Moody's rating of Aa2 or higher; or (iv) another comparable rating reasonably acceptable to the DCPL. The policies of insurance shall provide for at least thirty- (30) days written notice to the District prior to their termination or material alteration.

I.9 **EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein. An award cannot be made to any Design-Builder who has not satisfied the equal employment requirements.

I.10 **CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

Any contract in excess of $1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the DCPL CPO.
I.11 FORM OF CONTRACT

The Form of Contract will be issued by addendum. Offerors should carefully review the Form of Contract when submitting their proposal. To the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their proposal premised upon entering into a contract that is substantially similar to the Form of Contract.

I.12 ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

1. An applicable Court Order, if any
2. Contract document
5. Design-Builder’s BAFOs (in order of most recent to earliest)
6. Design-Builder’s Proposal
7. RFP as amended

I.13 BONDS

I.13.1 Bid Bond. Design-Builders shall submit with their proposal a bid bond in the amount of 5% of the Phase 1 and Phase 2 prices. All bonding companies must be included on the Department of Treasury’s Listing of Approved Sureties.

I.13.2 Trade Subcontractor Bonds. The Form of Contract will require that all trade subcontractors provide a payment and performance bond having a penal value equal to 100% of the cost of the trade subcontract. All such bonds shall be written on a dual-obligee basis.

I.13.3 Contractor’s Payment and Performance Bond. In addition to the trade subcontractor bonds required by Section I.13.2, the Design-Builder shall post a payment and performance bond having a penal value equal to the Lump Sum Price at the time the Lump Sum Price is executed.
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**SECTION J - LIST OF ATTACHMENTS**

The following list of attachments are incorporated into the solicitation.

<table>
<thead>
<tr>
<th>Attachment Number</th>
<th>Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>J.3</td>
<td>Department of Employment Services First Source Employment Agreement</td>
</tr>
<tr>
<td>J.4</td>
<td>2014 Living Wage Notice</td>
</tr>
<tr>
<td>J.5</td>
<td>2014 Living Wage Fact Sheet</td>
</tr>
<tr>
<td>J.6</td>
<td>Tax Certification Affidavit</td>
</tr>
<tr>
<td>J.7</td>
<td>E.E.O. Information and Mayor's Order 85-85</td>
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<tr>
<td>J.8</td>
<td>Past Performance Evaluation Form</td>
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<tr>
<td>J.9</td>
<td>Subcontracting Plan Form</td>
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<td>J.10</td>
<td>Cost Price Disclosure Certification Form</td>
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<tr>
<td>J.11</td>
<td>Form of Offer Letter</td>
</tr>
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<td>J.12</td>
<td>Hazardous Materials Report</td>
</tr>
<tr>
<td>J.13</td>
<td>General DCPL Program</td>
</tr>
<tr>
<td>J.14</td>
<td>Mentor-Protégé Pilot Program Pilot Agreement Template</td>
</tr>
<tr>
<td>J.15</td>
<td>Topographic Survey and Utilities Designation Plan</td>
</tr>
<tr>
<td>J.16</td>
<td>Geotechnical Survey</td>
</tr>
</tbody>
</table>
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF CONTRACTORS

K.1 AUTHORIZED NEGOTIATORS

The Design-Builder represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).


K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The Design-Builder, by checking the applicable box, represents that

(a) It operates as:

___ a corporation incorporated under the laws of the State of:

___ an individual,
___ a partnership,
___ a nonprofit organization, or
___ a joint venture.

(b) If the Design-Builder is a foreign entity, it operates as:

___ an individual,
___ a joint venture, or
___ a corporation registered for business in ________________

(Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the Design-Builder for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor’s Order 85-85 and the Office of Human Rights’ regulations, Chapter 11, and agree to comply with them in performance of this contract.

Design-Builder __________________________ Date __________________________

Name __________________________ Title __________________________

Signature __________________________

Design-Builder ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor’s Order 85-85. Design-Builder ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subContractors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor’s Order.)

**K.4 BUY AMERICAN CERTIFICATION**

The Design-Builder hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

<table>
<thead>
<tr>
<th>EXCLUDED END PRODUCTS</th>
<th>COUNTRY OF ORIGIN</th>
</tr>
</thead>
</table>

**K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each Design-Builder shall check one of the following:

_____ No person listed in Clause 13 of the OCP SCP, March 2007, “District Employees Not To Benefit” shall benefit from this contract.
The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the OCP SCP, March 2007.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the Design-Builder is considered to be a certification by the signatory that:

1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Design-Builder or competitor relating to:

   (i) those prices
   (ii) the intention to submit a contract, or
   (iii) the methods or factors used to calculate the prices in the contract.

2) The prices in this contract have not been and shall not be knowingly disclosed by the Design-Builder, directly or indirectly, to any other Contractor or competitor before contract opening unless otherwise required by law; and

3) No attempt has been made or shall be made by the Design-Builder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

1) Is the person in the Design-Builder’s organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Design-Builder's organization);

(i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(ii) As an agent, has not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Design-Builder deletes or modifies subparagraph (a)(2) above, the Design-Builder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each Design-Builder must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.6.
SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District of Columbia Public Library

L.1.1.1 The District of Columbia Public Library intends to award a single contract resulting from this solicitation to the responsible Design-Builder whose offer conforming to the solicitation shall be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.1.2 This procurement is being conducted in accordance with the provisions of procurement regulations.

L.1.2 Initial Offers

The DCPL may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Design-Builder’s best terms from a standpoint of cost or price, technical and other factors.

L.2 PRE-PROPOSAL CONFERENCE

L.2.1 Interested Design-Builders may ask questions about the RFP and selection process at a pre-proposal conference scheduled for December 16, 2014 (10:00 a.m.) at the Martin Luther King Jr. Memorial Library, 901 G Street, NW, Washington, DC 20001.

L.2.2 Impromptu questions will be permitted and spontaneous answers will be provided at the District’s discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District’s final position. All oral questions must be submitted in writing by December 19, 2014 (5:00 p.m.) in order for DCPL to generate an official answer. Official answers will be posted on the DCPL website at http://www.dclibrary.org/about/opportunities.
L.3 EVALUATION COMMITTEE

Each submission shall be evaluated in accordance with Section M by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the Offeror whose submission is determined by the source selection official to be the most advantageous to DCPL.

L.4 ORAL PRESENTATIONS

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

L.4.1 Length of Oral Presentation - Each Offeror will be given up to 30 minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately 15 minutes for the Evaluation Committee to assess the presentation and prepare questions. The Offeror will then respond to questions from DCPL’s Evaluation Committee for no more than 30 minutes.

L.4.2 Schedule - The order of presentation will be selected randomly and the Offerors will be informed of their presentation date before the beginning of oral presentations. DCPL reserves the right to reschedule any Offeror’s presentation at the discretion of the Chief Procurement Officer.

L.4.3 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 8 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.
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L.4.4 Topics - The Offeror may present information about its capabilities and special qualifications to serve as the Design-Builder for this Project, including the qualifications of key personnel.

L.5 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.5.1 One (1) original and four (4) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8 ½” x 11” white paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCPL-2015-R-0034, Caption of RFP and Name of Design-Builder". Offerors shall submit proposals in response to this solicitation in English.

L.5.2 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Design-Builder’s response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.

L.5.3 Technical Proposal

Each Offeror shall structure its Technical Proposal to include the following information.

L.5.4 Executive Summary

Each Offer shall provide a summary of the information contained in the following sections.

L.5.5 General Team Information and Firm(s) Data

Each Offeror shall provide the following information for the principal firm and each of its sub-consultants.

Name(s), address(es), and role(s) of each firm (including all sub-consultants).
A. Firm profile(s), including:

   i. Age;
   ii. Firm history(ies);
   iii. Firm size(s);
   iv. Areas of specialty/concentration; and
   v. Current firm workload(s) projected over the next two (2) years

B. Description of the team organization and personal qualifications of key staff, including:

   i. Identification of the single point of contact for the principal firm;
   ii. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the team; and
   iii. Resumes for each key participant on the team, including definition of that person’s role, relevant project experience, and current workload over the next two (2) years.

L.5.6 Volume One: Technical Proposal

L.5.6.1 The below documents shall be included in Volume 1.

Transmittal Letter

Section 1.............................................................Table of Contents

Section 2.............................................................Executive Summary

Section 3 .................................General Team Information and Firm(s) Data

Section 4.............................................................Amendments

Section 5......................... Relevance Experience, Capabilities & References (Including Past Performance Evaluations) of Builder

Section 6......................... Relevance Experience, Capabilities & References (Including Past Performance Evaluations) of Designer

Section 7.................................Key Personnel & Resumes of the Builder
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Section 8..............................................................Key Personnel & Resumes of Designer

Section 9..............................................................Design Portfolio

Section 10..............................................................Management Plan

Section 11..............................................................CBE Utilization Plan

L.5.8 Volume Two: Price Proposal and Required Documents

Table of Contents

Section 1..............................................................Form of Offer Letter (See Attachment J.11)

Each Offeror shall submit a Form of Offer Letter substantially in the form of Attachment J.11. Material deviations, in the opinion of the DCPL, from the bid form shall be sufficient to render the proposal non-responsive.

Section 2..............................................................Price/Cost Disclosure Form (Attachment J.10)

Section 3..............................................................Licenses and Reps and Certs

Section 4..............................................................First Source Employment Agreement

Section 5..............................................................EEO Information Report

Section 6..............................................................Subcontracting Plan Form

Section 7..............................................................Tax Affidavit

L.6 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.6.1 Proposal Submission

L.6.1.1 Proposals must be submitted no later than January 12, 2015 (see page 1, block 9). Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the
award is made and one (1) or more of the following circumstances apply:

L.6.1.1.1 The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;

L.6.1.1.2 The proposal or modification was sent by mail and it is determined by the Chief Procurement Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or

L.6.1.1.3 The proposal is the only proposal received.

L.6.2 Withdrawal or Modification of Proposals

An Offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.6.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Design-Builder can furnish evidence from the postal authorities of timely mailing.

L.6.4 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.
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L.6.5 Late Proposals

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.7 EXPLANATION TO PROSPECTIVE CONTRACTORS

If a prospective Design-Builder has any questions relative to this solicitation, the prospective Design-Builder shall submit the question in writing to the contact person, identified on page one. The prospective Design-Builder shall submit questions no later than December 19, 2014, (5:00 p.m.). The District shall not consider any questions received after December 19, 2014, (5:00 p.m.). The District shall furnish responses promptly to all other prospective Design-Builders. An amendment to the solicitation shall be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Design-Builders. Oral explanations or instructions given before the award of the contract shall not be binding.

L.8 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Chief Procurement Officer, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Chief Procurement Officer, of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Chief Procurement Officer, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.9 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.9.1 Design-Builders who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process."
If, however, a contract is awarded to this Design-Builder as a result of or in connection with the submission of this data, the District shall have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets).

L.9.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.10 PROPOSALS WITH OPTION YEARS (NOT USED)

L.11 PROPOSAL PROTESTS

L.11.1 All protests alleging defects in this solicitation shall be governed by Section 4378 of the DCPL Procurement Regulations (19 DCMR §4378; provide a clear and concise statement of the legal and factual grounds of the protest, including copies of relevant documents, and citations to statutes, regulations or solicitation provisions claimed to be violated; and, be filed in writing with the District of Columbia Contracts Appeals Board ("CAB"), pursuant to title X of the Procurement Practices Reform Act of 2010 ("PPRA") (D.C. Official Code § 2-360.01 et seq.). Protests alleging defects in this solicitation, which are apparent prior to bid openings, must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was later incorporated by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering submissions. In all other cases, protests shall be filed not later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. To expedite handling of protests, forward courtesy copies of protests to the DCPL's Chief Procurement Officer ("CPO") with "Protest" labeled on the envelope.

L.11.2 This section is intended to summarize the protest procedures and is for the convenience of the Design-Builders only. To the extent any provision of this section is inconsistent with DCPL's procurement regulations or the PPRA; the more stringent provisions shall apply.
SIGNING OF OFFERS

The Design-Builder shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Chief Procurement Officer.

UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Design-Builder's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

RETENTION OF PROPOSALS

All proposal documents shall be the property of the District and retained by the District, and therefore shall not be returned to the Design-Builders.

PROPOSAL COSTS

The District is not liable for any costs incurred by the Design-Builders in submitting proposals in response to this solicitation.

ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the Design-Builder must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).
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L.17 CERTIFICATES OF INSURANCE

The Design-Builder shall submit certificates of insurance giving evidence of the required coverages as specified in Section 1.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

Diane Wooden
Martin Luther King Jr. Library
Office of Procurement
901 G Street, NW – 4th Floor
Washington, DC 20001
diane.wooden2@dc.gov

L.18 ACKNOWLEDGMENT OF AMENDMENTS

The Design-Builder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Design-Builders' failure to acknowledge an amendment may result in rejection of the offer.

L.19 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all Design-Builders within the competitive range shall be so notified and shall be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers shall be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions shall be reopened unless the Chief Procurement Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Design-Builder selection and award based on the best and final offers received. If discussions are reopened, the Chief Procurement Officer shall issue an additional request for best and final offers to all Design-Builders still within the competitive range.
L.20 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.20.1 Name, address, telephone number and federal tax identification number of Design-Builder;

L.20.2 A copy of each District of Columbia license, registration or certification that the Design-Builder is required by law to obtain. This mandate also requires the Design-Builder to provide a copy of the executed “Clean Hands Certification” that is referenced in D.C. Official Code §47-2862 (2001), if the Design-Builder is required by law to make such certification. If the Design-Builder 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 offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.20.3 If the Design-Builder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.21 FAMILIARIZATION WITH CONDITIONS

Design-Builders shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Design-Builders shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.22 STANDARDS OF RESPONSIBILITY

L.22.1 The prospective Design-Builder must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective Design-Builder must submit the documentation listed below, within five (5) days of the request by the District.

L.22.2 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

Evidence of compliance with the applicable District licensing and tax laws and regulations.

Evidence of a satisfactory performance record, record of integrity and business ethics.

Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

If the prospective Design-Builder fails to supply the information requested, the DCPL CPO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the DCPL CPO shall determine the prospective Design-Builder to be nonresponsible.

PROPOSAL EVALUATION

Proposals will be evaluated in accordance with Section M.2.

RELEVANT EXPERIENCE, CAPABILITIES & REFERENCES

Each Offeror shall submit the information required by Section M.2.2 and Section M.2.3.

KEY PERSONNEL

Each Offeror shall submit the information required by Section C.3, M.2.4 and M.2.5.

MANAGEMENT PLAN

Each Offeror shall submit the information required by M.2.6.
L.27 CBE UTILIZATION PLAN

Each Offeror shall submit the information required by Section M.2.8.
SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract shall be awarded to the responsible Design-Builder whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores shall not necessarily be determinative of the award. Rather, the total scores shall guide the District in making an intelligent award decision based upon the evaluation criteria.

M. 2 EVALUATION CRITERIA

M.2.1 Proposals shall be evaluated based on the following evaluation factors in the manner described below. Each proposal will be scored on a scale of 1 to 100 points. In addition, Offerors will be eligible to receive up to 12 preference points for participation by Local, Small or Disadvantaged Business Enterprises as described in the RFP. Thus, the maximum number of points possible is 112.

M.2.2 Factor 1 – Relevant Experience, Capabilities & References of Builder

(0 - 15 Points)

M.2.2.1 DCPL desires to engage a Design-Build team that includes a builder with the experience necessary to realize the objectives set forth in this RFP. In particular, Offerors will be evaluated based on their demonstrated experience in delivering similar projects on-time and on-budget. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture.

M.2.2.2 The Offeror shall provide a list of all similar projects that the builder has completed in the last 5 years. For each project, the table should reflect the name and location of the project; the project delivery method; the original contract price; the final contract price; the initially scheduled completion date; the actual completion date. For purposes of this paragraph, similar shall mean new construction of libraries or similar facilities where the total project budget exceeded $10,000,000.
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M.2.2.3  The Offeror shall include detailed descriptions of no more than five (5) projects that best illustrate the Offeror’s experience and capabilities relevant to this project. On each project description, please provide all of the following information in consistent order:

i.  Project name and location
ii.  Name, address, contact person and telephone number for owner reference
iii. Brief project description including project cost, square footage, firm’s scope of work, and key firm strengths exhibited
iv.  Identification of personnel involved in the selected project who are proposed to work on this project
v.   Project process and schedule data including construction delivery method, and construction completion date (any unusual events or occurrences that affected the schedule should be explained)
vi.  Construction cost data including pre-construction budget, and actual construction cost (if actual construction cost exceeds original, please explain why).

M.2.3  Factor 2 – Relevant Experience, Capabilities & References of Designer  
(0 – 15 Points)

M.2.3.1  DCPL desires to engage a Design-Builder that includes a design team with the experience necessary to realize the objectives set forth in this RFP. In particular, Offerors will be evaluated based on their demonstrated level of design excellence in general, and in particular with regard to libraries and similar facilities. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture.

M.2.3.2  Offerors shall submit a portfolio (with before and after pictures) showing five (5) similar projects that best demonstrate the ability of the design team to accomplish the objectives of this RFP—to create a state of the art public library that creates a sense of place and community while exemplifying excellence in design and construction and respecting the character of the surrounding community. For each project included in the portfolio, the Offeror should include a description with the following information:

i.  Project name and location
ii.  Name, address, contact person and telephone number for owner reference
iii. Project cost, square footage, firm’s scope of work, and key firm strengths exhibited
iv. Identification of personnel involved in the selected project who are proposed to work on this Project
v. Project Completion Date
vi. Final Construction Cost

M.2.4 Factor 3 – Key Personnel of Builder (0 - 10 Points)

M.2.4.1 DCPL desires that the Design-Builder assign to this project personnel who have the necessary experience and professional credentials for the role each such individual is assigned. The availability and experience of the builder’s key personnel assigned to this project will be evaluated as part of this factor. See Section C.3 for the list of key personnel.

M.2.4.2 The Offeror shall set forth in its proposal the names and reporting relationships of the key personnel the Offeror will use to perform the work under the proposed contract. The Offeror’s proposal shall include resumes for the proposed Key Personnel and percentage of time each will be devoted to the contract. The resumes shall contain, at a minimum: company name/address; telephone number; points of contact; duties performed by individual personnel; dates employed; qualifications; experience; skills; availability; and credentials (education, training and certifications).

M.2.4.3 An Offeror’s overview of proposed Key Personnel is not a resume and will not satisfy this requirement. If a subcontractor or personnel employed by other than the Offeror are proposed, DCPL will only consider those qualifications if a firm commitment is demonstrated with the firm by which they are employed or with the individuals identified. Commitment letters shall be provided with the offer.

M.2.4.4 The Offeror shall also identify whether each proposed personnel is a current full-time employee, current part-time employee, contingent-employee, consultant, subcontractor, or other.

M.2.4.5 Key Personnel shall serve in their specified roles unless DCPL approves of the proposed replacement in writing. See Section C.3.
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M.2.5  Factor 4 – Key Personnel of Designer  (0 - 10 Points)

M.2.5.1  DCPL desires that the Design-Builder assign to this project personnel who have the necessary experience and professional credentials for the role each such individual is assigned. The availability and experience of the design team’s key personnel assigned to this project will be evaluated as part of this factor. See Section C.3 for the list of key personnel. This element of the evaluation will be worth up to ten (10) points.

M.2.5.2  The Offeror shall set forth in its proposal the names and reporting relationships of the key personnel the Offeror will use to perform the work under the proposed contract. The Offeror’s proposal shall include resumes for the proposed Key Personnel and percentage of time each will be devoted to the contract. The resumes shall contain, at a minimum: company name/address; telephone number; points of contact; duties performed by individual personnel; dates employed; qualifications; experience; skills; availability; and credentials (education, training and certifications).

M.2.5.3  An Offeror’s overview of proposed Key Personnel is not a resume and will not satisfy this requirement. If a subcontractor or personnel employed by other than the Offeror are proposed, DCPL will only consider those qualifications if a firm commitment is demonstrated with the firm by which they are employed or with the individuals identified. Commitment letters shall be provided with the offer.

M.2.5.4  The Offeror shall also identify whether each proposed personnel is a current full-time employee, current part-time employee, contingent-employee, consultant, subcontractor, or other.

M.2.5.5  Key Personnel shall serve in their specified roles unless DCPL approves of the proposed replacement in writing. See Section C.3.

M.2.6  Design-Build Management Plan  (0 - 25 Points)

M.2.6.1  Offerors shall submit a Management Plan. The Management Plan should clearly explain how the Offeror intends to manage and implement the project. Among other things, it should explain: (i) how the Design-Builder will manage design process, including how needs will be prioritized for both the new CP Library and the interim library; (ii) how the engineering subconsultants with be
manage so as to ensure that the drawings are properly coordinated; (iii) how the Design-Builder will manage the value engineering/management process in light of the design-to-budget obligations; and (iv) how the Offeror expects to solicit bids for the work.

M.2.6.2 The Management Plan should also: (v) identify the key personnel and their specific roles in managing the Project; (vi) identify the key milestone dates and provide a narrative of the sequencing of activities and how the milestone dates will be achieved; (vii) describe the cost control management structures that will be used to ensure the Project is delivered on-budget; and (viii) identify the key challenges inherent in the project and explain how they will be overcome or mitigated.

M.2.6.3 The Department will also consider the experience that the Design-Builder and its team members have working together on similar projects.

M.2.7 CBE Utilization Plan (0 - 10 Points)

DCPL 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. Offerors shall submit a LSDBE Utilization Plan that describes demonstrated past LSDBE utilization experience and/or how this goal will be met.

M.2.8 Price (0 - 25 Points)

The price evaluation shall be objective. The Offeror with the lowest price shall receive the maximum price points. All other proposals shall receive a proportionately lower total score. Offerors shall submit the pricing information required by Section B of this RFP. The following formula shall be used to determine each Offeror’s evaluated price score:

\[
\text{Lowest Price Proposal} \div \text{Price of Proposal Being Evaluated} \times 25 = \text{Evaluated Price Score}
\]
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M.2.9 Preference Points

Total of 12 preferences points shall be awarded as stated in Section M.4.

Total possible points = 112

M.3 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.3.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered shall form a part of the award and shall be taken by the District if payment is made within the discount period specified by the Design-Builder.

M.3.2 In connection with any discount offered, time shall be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

M.4 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 et seq. (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.4.1 Application of Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

M.4.1.1 Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
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M.4.1.2 Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.

M.4.1.3 Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.

M.4.1.4 Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

M.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 points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

M.4.1.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.4.1.7 Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.

M.4.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.4.1.9 Mentor – Protégé Preference

Any prime contractor that is not certified by DSLBD will receive points equal to fifty percent (50%) of the preference points to which the Protégé CBE company is entitled.

M.4.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals.
submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.4.3 Preferences for Certified Joint Ventures

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.4.4 Verification of Offeror’s Certification as a Certified Business Enterprise

M.4.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The Chief Procurement Officer will verify the Offeror’s certification with DSLBD, and the Offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.4.4.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 4th Street NW, Suite 850N
Washington DC 20001

M.4.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirement

M.5 SLDBE PARTICIPATION

M.5.1 Mandatory Subcontracting Requirement

M.5.1.1 For contracts in excess of $250,000.00, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods, and supplies are purchased from certified small business enterprises.

M.5.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph M.5.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises;
provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

M.5.1.3 A prime contractor which is certified as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of sections M.5.1.1 and M.5.1.2.

M.5.1.4 Offerors will be required to submit a CBE Utilization Plan with their proposals. The CBE Utilization Plan must demonstrate how this requirement will be met and extent should identify the specific firms that will be used and their respective roles.

M.6 CERTIFIED BUSINESS ENTERPRISES PRIME CONTRACTOR PERFORMANCE REQUIREMENTS

M.6.1 If a certified business enterprise is selected as a prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, that certified business enterprise prime contractor shall perform at least 35% of the contracting effort, excluding the cost of materials, goods and supplies, with its own organization and resources and, if it subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods and supplies, shall be with certified business enterprises.

M.6.2 If the total of the contracting effort, excluding the cost of materials, goods and supplies, proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

M.7 PRIME CONTRACTOR PERFORMANCE REQUIREMENTS APPLICABLE TO JOINT VENTURES

M.7.1 If a certified joint venture is selected as a prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, the certified business enterprise partner of the joint venture shall perform at least 50% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if the joint venture subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods and supplies, shall be with certified business enterprises.
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M.7.2 If the total of the contracting effort, excluding the cost of materials, goods, and supplies, proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two (2) years.

M.8 PERFORMANCE REQUIREMENT FOR CONTRACTS OF $1 MILLION OR LESS

If this is a construction contract of $1 million or less for which a certified business enterprise is selected as prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, the certified business enterprise prime contractor shall perform at least 50% of the on-site work with its own work force.

M.9 SUBCONTRACTING PLAN

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of Section M.5. The prime contractor responding to this solicitation which requires to subcontract shall be required to submit with its offer, a notarized statement detailing its subcontracting plan. Offers responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror is required to subcontract in accordance with the provisions of Section M.5, but fails to submit a subcontracting plan with its offer. Once the plan is approved by the CPO, changes to the plan will only occur with the prior written approval of the CPO and the Director of DSLBD. Each subcontracting plan shall include the following:

M.9.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

M.9.2 Statements of the dollar value of the offer that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

M.9.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
M.9.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

M.9.5 A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

M.9.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the DCPL CPO, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

M.9.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the DCPL CPO, and submit periodic reports, as requested by the DCPL CPO, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

M.9.8 A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District’s request; and

M.9.9 A description of the prime contractor’s recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

M.10 COMPLIANCE REPORTS

M.10.1 By the 21st of every month following the execution of the contract, the prime contractor shall submit to the CPO and the Director of DSLBD a compliance report detailing the contractor’s compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

M.10.1.1 The dollar amount of the contract or procurement;

M.10.1.2 A brief description of the goods procured or the services contracted for;

M.10.1.3 The name and address of the business enterprise from which the goods were procured or services contracted;
M.10.1.4 Whether the subcontractors to the contract are currently certified business enterprises;

M.10.1.5 The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

M.10.1.6 A description of the activities the Design-Builder engaged in, in order to achieve the subcontracting requirements set forth in M.4 and M.5 and its approved Subcontracting Plan; and

M.10.1.7 A description of any changes to the activities the Design-Builder intends to make by the next month to achieve the requirements set forth in M.4 and M.5 and its approved Subcontracting Plan.

M.11 ENFORCEMENT AND PENALTIES FOR BREACH OF SUBCONTRACTING PLAN

M.11.1 If during the performance of this contract, the Design-Builder fails to comply with its approved subcontracting plan and the Chief Procurement Officer determines the Design-Builder’s failure to be a material breach of the contract; the Chief Procurement Officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

M.11.2 There shall be a rebuttable presumption that a Design-Builder willfully breached its approved subcontracting plan if the Design-Builder (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

M.11.3 For the willful breach by a Design-Builder of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the Design-Builder shall be subject to the imposition of penalties, including monetary fines of $15,000 or 5% of the total amount of the work that the Design-Builder was to subcontract to certified business enterprises, whichever is greater, for each such breach.
M.12 RESIDENCY HIRING REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS

M.12.1 At least fifty-one percent (51%) of the Design-Builder’s Team and every sub-consultant’s employees hired after the Design-Builder enters into a contract with DCPL, or after such sub-consultant enters into a contract with the Design-Builder, to work on this project, shall be residents of the District of Columbia.

M.12.2 In addition, the selected 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 20% of journey worker hours by trade shall be performed by District residents;
b. At least 60% of apprentice hours by trade shall be performed by District residents;
c. At least 51% of the skilled laborer hours by trade shall be performed by District residents; and
d. At least 70% of common laborer hours shall be performed by District residents.

M.12.3 Upon execution of the contract, the Design-Builder and all of its member firms, if any, and each of its sub-contractors and sub-consultants shall submit to DCPL, a list of current employees that will be assigned to the project, the date that they were hired and whether or not they live in the District of Columbia.

M.12.4 The Design-Builder shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title I of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Design-Builder and all member firms, subcontractors, tier subcontractors, sub-consultants, and suppliers with contracts in the amount of $100,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services (“DOES”) upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best
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efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10th of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of $500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

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