

Solicitation No. DCPL-2015-R-0064
Construction Manager At-Risk
Martin Luther King Jr. Memorial Library Renovation

SECTION A – HISTORY AND BACKGROUND

The District of Columbia Public Library (“DCPL” or the “Library”) was created by an act of Congress in 1896 as an official entity “to furnish books and other printed matter and information service convenient to the homes and offices of all residents of the District.” The establishment of a library entity was largely due to the long and arduous efforts of Theodore W. Noyes, editor of The Evening Star. Mr. Noyes served as president of the Board of Library Trustees for 50 years. From 1898 until 1903, the first public library in the District of Columbia was located in a house at 1326 New York Avenue, N.W. In 1899, philanthropist and library enthusiast Andrew Carnegie donated funds to build a central library at Mount Vernon Square. In 1903, the new library was dedicated in a ceremony attended by President Theodore Roosevelt.

A.1 The MLK Library Building

In the 1960s, the Library embarked on creating a new central library at the corner of 9th and G Streets, N.W. The new central library was designed by Ludwig Mies van der Rohe (“Mies”), one of the most influential modern architects of the twentieth century and is the only building designed by Mies in D.C. The building is a significant example of modernist architecture in Washington, D.C. Construction began in 1969, the year of his death, and the building opened to the public in 1972 as the Martin Luther King Jr. Memorial Library (“MLK”). Architect John (Jack) Bowman, who worked for Mies, served as the project manager and oversaw much of the construction and construction-related decisions. MLK is apparently the only public library designed by Mies to have been constructed. The building continues to serve as the Library’s central library today.

Now more than ever, people using MLK and DCPL branch libraries are seeking assistance in navigating the complex networks of information available to them and in converting that information to knowledge for their personal needs (education, lifelong learning, enjoyment, jobs, business development, etc.). DCPL facilities provide open and accessible space for educational, social, economic, and personal use. The facilities provide an environment for study and education, social and community interaction, information acquisition, business incubation, cultural awareness and creativity, networking, and quiet contemplation. As a cultural and educational institution, DCPL facilities serve everyone, regardless of gender, age, ethnicity or cultural background, or economic status. The library helps library users change their lives.

The Library has moved along a continuum from a book centered institution to a technology-centered institution to a community institution to a creative institution, always keeping the best of tradition as it adapts and innovates. A seamless transition will occur between passive and active use of library services. In the library of the future, the borders between consuming and creating content will disappear with spaces in the building dedicated to both. The plan for the District of Columbia library of the future will require challenging the preconceptions about

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what a library is and should be.

A.2 Preliminary Evaluations and Planning of Renovation of MLK

In 2011, DC Public Library engaged the Urban Land Institute (ULI) to assess the condition and suitability of the historic building as a modern library, and to advise on options for renovation. ULI gathered a team of nationally-recognized experts in architecture, urban planning, development and libraries. After interviews with more than 70 individuals, including various stakeholders, tours of the building and nearby area, and conversations with Library and District agency staff, the ULI issued its findings in a report that outlined the following options:

- Renovate the building for sole use by the library.
- Renovate and add two or more floors to the building, sharing occupancy with other tenants, and using the revenue from the additional space to help fund the renovation of the library.

ULI presented its findings at a community meeting attended by more than 200 people in November 2011.

In September 2012, the library engaged The Freelon Group, the Martin Luther King Jr. Library architect-of-record at the time, and other consultants, to test the options identified in the ULI report and present their findings to the library board and community. Their work supported the following conclusions:

- It is possible to make the Martin Luther King Jr. Memorial Library a knock-your-socks-off library for the 21st century at the current site, if extensive and expensive improvements are made.
- The existing structural support system of the building makes it possible to add two floors to the building to accommodate other uses, without additional support.

Following the investigations of The Freelon Group, at its November 2012 meeting, the Library board passed a resolution stating that the central library will remain in its current location, 901 G St. NW, and reaffirmed that it will continue to be called the Martin Luther King Jr. Memorial Library. It also requested the staff to proceed with examining options for additional investment to make it into a state-of-the-art central library.

A.3 Engaging a Designer for the Renovation of MLK

A three-phase architect selection process began in August 2013 when the Library issued a request for qualifications (RFQ) to identify interested firms with experience working on similar projects. An expert panel reviewed submissions from 26 firms, and on October 18, 2013, ten firms were selected from the original 26 to move to the second round in the search for an architecture team. The 10 firms were invited to respond to a request for technical proposal to

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determine how each firm would approach designing the new MLK. Proposals were judged by a team of library, urban planning, architecture, and preservation experts that evaluated the firms. On December 23, 2013, the Library announced three finalist architecture teams. These three teams submitted design ideas. An eight-member Technical Evaluation Committee evaluated the three finalists with input from an Advisory Panel, as well as input from the community. The teams presented their design ideas to the public, the Technical Evaluation Committee and the Advisory Panel at a Library Design Forum on Saturday, Feb. 15, 2014. Images from all the architects' proposals were available for public viewing at MLK and all neighborhood libraries. The final team was announced on Tuesday, February 18, 2014—the Library selected the team of Martinez + Johnson Architecture and Mecanoo to design the modernization of the Martin Luther King, Jr. Memorial Library (the “Design Team”).

A.4 Design for the Renovation of MLK

The MLK Design Team has explored a number of design options for renovation of MLK to serve a stand-alone library function as well as the renovation and the vertical expansion of MLK to accommodate a mixed-use development. In late January of this year, the Library's Board of Trustees elected to pursue a design for MLK as a stand-alone library with a fifth-floor addition. The modernization under this approach would accommodate the Library's building program with the option of including limited mixed-use functions like a café and restaurant, as well as space for non-profit and government partners.

The Program for the new MLK Library is being guided by four principles:

- Balance the joy of reading with space for innovation, creation, collaboration, and technology.
- Showcase the life and legacy of Martin Luther King, Jr.
- Respect the building's historic designation and the industrial, modern style of the building's original architect, Ludwig Mies van der Rohe.
- Create a space that is bright, open, flexible, and welcoming for all.

DCPL's goal for the renovation of MLK is to transform the experience of library patrons from a merely transactional one – to checkout a book – to a truly life transforming one by creating a world-class library for the 21st Century to foster such an experience.

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SECTION B – SUMMARY OF SUPPLIES OR SERVICES AND PRICE/COST

B.1 INTRODUCTION

B.1.1 DCPL has engaged the MLK Design Team to develop a design for the renovation and expansion of MLK. The Library has approved a concept design for comprehensive renovation and a one-story vertical expansion of MLK. Copies of both the approved concept design as well as the building program are attached hereto as **Attachment J.13 through J.18**. In general, the approved concept design contemplates the following improvements to the existing MLK:

General

- Complete renovation of existing single pane glass façade and curtain wall.
- Abatement of all hazardous materials.
- New MEP systems throughout the building.
- Upgraded sprinklers and life safety systems.
- Significant interior demolition.
- New finishes throughout building.
- New cores (including vertical circulation and bathrooms).
- More “airy”, transparent interior.
- Select structural reinforcement to support 5th floor rooftop addition.

Ground Floor and Lower Levels

- Replace hardscape around building.
- Demo some brick walls and one vehicular ramp.
- Widen remaining vehicular ramp and reconfigure the lower level as a loading zone with more limited parking.
- Great Hall renovation, including opening up the lobby to G Place (existing loading area reconfigured and located in lower level).
- Add retail program to areas facing 9th Street.

Floors 2-3

- Demolition of interior areas.
- Complete office renovation.

Floor 4

- Creation of a large 200+ person auditorium that includes collapsible seating.
- Demolition/renovation of other spaces.

5th Floor Rooftop Addition

- Creation of a fifth floor rooftop addition.
- New hardscape on roof.

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The renovation and expansion is being designed so as to achieve a LEED Gold certification, and the renovation must meet US Park Service historical preservation standards.

B.1.2 Through this RFP, the Library seeks to engage a construction manager (the “Contractor”) to work with the Design Team to progress the design for the renovation of MLK, to provide a guaranteed maximum price for the project based on a set of construction documents; to take assignment of DCPL’s agreement with the Design Team; and to complete the design and to implement the approved design no later than December 15, 2019 (the “Project”).

B.2 DELIVERY METHOD

B.2.1 The Library intends to deliver the Project using a construction management at-risk method. In general, it is contemplated that the Contractor’s scope of work will be divided into three (3) phases: (i) the Preconstruction Phase; (ii) the Bidding Phase; and (iii) the Construction Phase.

B.2.2 Pre-Construction Phase. During the Pre-Construction Phase, the selected Contractor will work hand-in-hand with DCPL, its program manager and the Design Team as the design moves from the end of the concept design phase through a complete set of construction documents. This phase will last approximately 12 months (from early June 2015 through early July 2016), and the Library will require that the Contractor serve as an active and collaborative participant in the design process. DCPL expects that the key project managers that will construct the building will be actively involved in this phase. Toward that end, the Contractor will be required to assign (i) a preconstruction services manager; (ii) a project manager who will oversee the MEP systems; (ii) a project manager who will oversee the building enclosure systems (primarily the windows); and (iii) a project manager who will oversee the building’s interior spaces. All four of these individuals will be required to actively participate in the preconstruction phase and the project managers will be required to oversee the bidding and construction phase of the project.

B.2.2.1 Immediately after contract award as part of the Pre-Construction Phase, the Contractor will be required to prepare: (i) a preliminary cost estimate based on the conceptual design; (ii) an overall project schedule; (iii) a memorandum that addresses key constructability concerns; and (iv) a memorandum that identifies any long-lead items that could adversely affect the project schedule. The Contractor will be required to perform similar reviews at the end of the schematic and design development phases. In addition, the key project managers will be required to meet with the design team on a periodic and ongoing basis (but no less frequently than once a month) and to conduct “over-the-shoulder” design reviews when the schematic and design development sets are each approximately 50% complete. During the construction document phase, the Contractor will be required to conduct an “over-the-shoulder” design review of each

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discipline when the drawings for that discipline are roughly 50% complete. With regard to each of the “over-the-shoulder” design reviews, the Contractor shall be required to submit to DCPL and its program manager a written memorandum that summarizes the Contractor’s findings and recommendations with regard to the drawings for each such discipline.

B.2.3 Bidding Phase. DCPL expects that the Design Team will issue a set of nearly complete construction documents (the “Permit Set”) in the early summer of 2016 and that these documents will serve as the basis for trade bidding. In the summer of 2016 and based on this permit set, the Contractor will be required to actively manage a trade bidding process. The trade bidding process will be conducted on an “open book” basis, and DCPL and its program manager shall be provided with copies of all trade bids received, and the Contractor will be required to obtain at least three (3) bids for each trade package in excess of \$100,000. Based on the trade bids, the Contractor will then be required to submit a guaranteed maximum price (“GMP”) proposal to DCPL. Assuming the GMP Proposal is acceptable to DCPL, a GMP will be agreed upon and the construction phase will begin. In total, DCPL anticipates that this process will take approximately 10 weeks. The process by which the GMP will be formed is more fully described in the Form of Contract which will be issued by addendum.

B.2.4 Construction Phase. The Construction Phase will commence upon execution of a GMP Amendment memorializing the GMP and scope. Concurrent with the GMP Amendment, the Library will assign to the Contractor its agreement with the Design Team (such agreement, the “Design Agreement”). From and after the point of assignment of the Design Agreement, the Contractor will be required to manage the efforts of the Design Team so as to ensure timely responses to RFIs, submittal approvals, and the like. By accepting such assignment, the Contractor will not assume responsibility for the design, but will be required to accept responsibility for coordinating the Design Team’s construction administration activities. As such and as between the Contractor and DCPL, the Contractor will be responsible for delays resulting caused by the Design Team in responding to submittals and other construction administration issues.

B.2.4.1 During the Construction Phase, the Contractor will implement the approved drawings, providing all labor, materials, hazardous materials abatement, demolition, supervision, and other services as may be necessary to accomplish this task. The Project must be Substantially Complete, as defined in the Form of Contract, no later than December 15, 2019.

B.3 PRICE

B.3.1 The contract resulting from this solicitation will be a cost plus a fixed fee with a Guaranteed Maximum Price type contract. DCPL anticipates that once it has approved the Permit Set, the Contractor will issue those documents to trade

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subcontractors for pricing and that such pricing will serve as the basis of a GMP Proposal from the Contractor for the Project.

B.3.2 Offerors will be required to submit the following price components as part of its proposal in response to this solicitation:

- a. a Preconstruction Fee;
- b. a Construction Management Fee; and
- c. a General Conditions Budget.

B.3.2.1 The Preconstruction Fee shall be a fixed fee and shall be the Contractor's sole compensation for all services through the formation of a GMP for the Project. The Preconstruction Fee should include all the Contractor's costs for preconstruction services, including cost estimating, scheduling, performing constructability reviews, engaging in value engineering exercises, bidding and GMP development.

B.3.2.2 The Construction Management Fee shall be quoted as a fixed fee and should cover all costs that are not a Cost of the Work as outlined in the Form of Contract. This should include, but is not limited to, the Contractor's home office overhead and profit.

B.3.2.3 Offerors should 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 as a Cost of the Work subject to a cap equal to the General Conditions Budget bid by the Offeror (i.e. the General Conditions Budget is a line item guarantee). In general, the Cost of General Conditions includes the Contractor's project staff and its site office.

B.3.2.4 It is DCPL's intent to engage the Contractor to: (i) work with the Design Team from approximately June 2015 to June 2016 as the design is advanced; (ii) to develop a Guaranteed Maximum Price for the Project based on the Permit Set and trade bids from prospective subcontractors from July 2016 to August 2016; and (iii) construct the approved design, putting into place work of \$165 million between October 15, 2016 and December 15, 2019. The Contractor 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%); or (ii) DCPL makes additions to the scope provided for in the GMP Amendment which will require the Contractor's services to extend beyond January 30, 2020. Please note, however, that punchlist activities may extend beyond the Substantial Completion Date and that such activities will not entitle the Contractor to additional fees or general conditions.

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B.3.3 Award Fee. The Form of Contract will include provisions establishing an award fee system whereby entitlement to 50% of the quoted Construction Management Fee will be earned based on the following factors:

- Whether the project is completed for an amount that does not exceed more than 103% of the GMP as initially established;
- Whether the project is delivered by December 15, 2019;
- Construction quality;
- Delivery of a building that meets the design intent of the Permit Set; and
- Cooperation with DCPL and its stakeholders.

B.4 PROCUREMENT & PROJECT SCHEDULE

In general, DCPL anticipates that this procurement and the project will proceed per the following schedule:

- | | |
|---|----------------------------|
| • Issue RFP | April 30, 2015 |
| • Pre-Proposal Conference | May 11, 2015 at 10:00 a.m. |
| • Deadline for Submission of Questions | May 20, 2015 |
| • Proposals Due | June 2, 2015 |
| • Interviews | July 6 & 7, 2015 |
| • Notice of Award | Week of July 20, 2015 |
| • Limited Notice to Proceed (Preconstruction Phase) | Week of July 20, 2015 |
| • Schematic Design Phase Complete | August 2015 |
| • Design Development Phase Complete | February 2016 |
| • Permit Set Complete | June 2016 |
| • Trade Bidding & GMP Formation | July & August 2016 |
| • Execute GMP Amendment & Council Approval | September 2016 |
| • Notice to Proceed with Construction Phase | November 2016 |
| • Substantial Completion | December 15, 2019 |
| • Final Completion | February 15, 2020 |

B.5 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.

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B.6 DCPL MENTOR PROTÉGÉ PROJECT

This project is being included in DCPL's Mentor-Protégé Program as described in Section H.6. In order to participate in this RFP, Offerors shall complete and submit with the proposal, the Mentor-Protégé Pilot Agreement Template included herein as **Attachment J.12. 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, Offerors that are certified by DSLBD will receive preference points in accordance with Section M.4. Offerors should develop their proposed mentor-protégé relationship in a way that recognizes the size and scale of this Project as well as its duration. From DCPL's perspective, the overall goal of the mentor-protégé relationship should be to grow capacity of small, District based firms in such a manner so that the protégé firm will be better able to compete for work on a stand-alone basis.

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SECTION C: STATEMENT OF WORK

C.1 BACKGROUND

C.1.1 DCPL desires to engage a Contractor early in the design process in order to leverage the value that can be added by a builder during the design process in order that the design is developed in a manner consistent with the Library's budget, schedule, programmatic, and other requirements for the Project. DCPL also desires to engage a Contractor that has demonstrated experience working actively with a design team and that has a proved track record of adding value through that process. Accordingly, the Library expects that the Contractor engaged through this procurement will be a very active participant in the design process.

C.1.2 It should be noted that in addition to being a historic structure, MLK is located in the Central Area and thus subject to the National Capital Planning Commission in lieu of the DC Office of Zoning.

C.2 SCOPE OF WORK

The selected Contractor will be required to work with the Design Team as the design is progressed to ensure that it is progressed in a manner consistent with the Library's schedule, budget, programmatic, and other requirements for the Project. Once a GMP for the Project is established, the Contractor will be required to implement the approved drawings, providing all labor, materials, hazardous materials abatement, demolition, supervision, and other services as may be necessary to accomplish this task, no later than December 15, 2019.

DCPL anticipates that the Project will proceed in two (2) phases: (i) the Preconstruction Phase; and (ii) the Construction Phase.

C.2.1 Preconstruction Phase.

C.2.1.1 The Preconstruction Phase will run from the issuance of the notice to proceed with preconstruction services through the execution of the GMP Amendment for the Project and will overlap with the Bidding Phase. The overall objective of this phase is to assist DCPL in delivering a set of construction drawings that can be delivered for a total cost that does not exceed DCPL's budget and on a schedule that is acceptable to DCPL. DCPL also expects the Contractor to assist it and the Design Team in identifying scope gaps, missing information, as well as coordination and constructability issues so as to minimize change orders and other disruptions that can occur during the construction phase.

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C.2.1.2 Staffing Requirements. DCPL requires that the key project managers who will oversee construction operations be actively involved in the preconstruction process. DCPL envisions that the Contractor will appoint a “preconstruction services manager” to oversee the entire preconstruction effort; however, the project managers who will oversee the (i) building enclosures systems (and especially the windows), (ii) the MEP systems, and (iii) interior finishes must also be involved in the preconstruction phase. Offerors should include in their proposals a description as to how this will be accomplished and identify the time commitments of these individuals during this phase.

C.2.1.2.1 Liquidated Damages for Changes in Key Personnel. Offerors are advised that the Form of Contract will include a liquidated damages provision should any of these individuals be diverted.

C.2.1.3 During the Preconstruction Phase, the Contractor shall provide such preconstruction services as are necessary to properly advance the Project, regardless of whether such services are specifically enumerated below.

C.2.1.4 Monthly Meetings & Design Reviews. During the Preconstruction Phase, the Contractor will be required to work with the Design Team to help progress the design documents for the Project, in a manner consistent with the Library’s requirements for the Project, into a Permit Set to serve as the basis for the GMP. Within two (2) weeks after award, the Contractor shall meet with representatives of DCPL as well as other stakeholders to better understand and develop the Library’s requirements for the Project.

C2.1.4.1 Design Review Memoranda. The Contractor shall meet with the Design Team, DCPL, and its program manager at least once a month to review the status of the design and discuss key issues. Upon commencement of the Preconstruction Phase, the Contractor shall review the concept design and submit to DCPL a memorandum that (i) addresses key constructability concerns; and (ii) identifies any long-lead items that could adversely affect the project schedule. The Contractor will be required to perform similar reviews at the end of the schematic and design development phases. During the construction document phase, the Contractor will be required to conduct an “over-the-shoulder” design review of each discipline when the drawings for that discipline are roughly 50% complete. With regard to each of the “over-the-shoulder” design reviews, the Contractor shall be required to submit to DCPL and its program manager and written memorandum that summarizes the Contractor’s findings and recommendations with regard to the drawings for each such discipline.

C.2.1.4.2 Permit Set Quality Control Check List. Within two (2) weeks after the completion of the design development phase, the Contractor shall meet with the Design Team and discuss the specific requirements that should be included in the permit set. The goal of this exercise is to ensure that the permit set will include the level and type of

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information that is required to effectively bid the Project. The Contractor shall submit a written recommendation that has been countersigned and agreed to by the Design Team that describes the result of this effort. When the Contractor conducts its “over-the-shoulder” review for the various design disciplines it shall address the requirements set forth in such memorandum.

C.2.1.4.3 Liquidated Damages for Failure to Submit Design Review Memoranda. In the event the Contractor fails to deliver either the Concept, Schematic, or Design Development Review Memorandum within twenty days (20) days after the design milestone has been achieved, the preconstruction fee shall be reduced by \$15,000. In the event that the Contractor fails to submit a Construction Document Review Memoranda for any of the design disciplines more than twenty (20) days after the scheduled review date for such discipline, the preconstruction fee shall be reduced by \$7,500.

C.2.2 Trade Bidding Process.

No later than May 1, 2016, the Contractor shall provide to the Library a written submission on the proposed bidding procedures. Such procedures shall include: (i) a list of proposed trade packages; (ii) a list of trade subcontractors that will be invited to bid on each such package; and (iii) a narrative description of the bidding process. The Contractor shall meet with DCPL to discuss the manner in which bids will be solicited, in particular those related to specialty systems (e.g., building enclosures).

C.2.3 Bidding & Bid Tabulation.

The Contractor shall issue the approved Permit Set to trade subcontractors for bidding. In order to ensure appropriate pricing, at least three (3) bids will be required for each trade package that has an estimated value of more than \$100,000. The Contractor shall provide to the Library a bid tabulation of the trade bids obtained. Such bid tabulation should identify specifically any leveling of the trade bids as well as LSDBE participation estimates.

C.2.4 Value Engineering & Scope Assessment.

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

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C.2.5 GMP Formation.

C.2.5.1 Based on any approved value engineering and scope modifications, the Contractor shall prepare and submit to DCPL a GMP proposal. The Contractor's GMP proposal shall represent the Contractor's offer to Fully Complete the Project. The GMP proposal shall include:

- i. a line item construction budget, specifically calling out any allowances included in such budget and the statement of the scope of work to be covered by such allowance (**N.B.** In order to provide price protection, DCPL desires that the number of allowances contained in the GMP be reduced to the smallest number practical and in general will not accept a GMP that includes more than 5% of the total cost as allowances.);
- ii. a detailed CPM schedule;
- iii. a listing of the drawings and specifications upon which the GMP is based; and
- iv. an LSDBE utilization plan.

C.2.5.2 In the event that the Library and the Contractor are unable to agree upon a GMP or schedule for the Project, the Library shall have the right to terminate the contract and assume any trade subcontracts held by the Contractor. In such an event, the Contractor shall only be entitled to Fifty Percent (50%) of the Preconstruction Fee.

C.2.6 Additional Preconstruction Services

In addition to those items enumerated above, the Contractor 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, conducting constructability reviews, supervising the shop-drawing process, and the ordering of long-lead materials (if authorized).

C.2.7 Deliverables.

The following deliverables are required during the Design/Preconstruction Phase.

- i. Preliminary Schedule and Cost Estimates
- ii. Written reports of issues identified during the "over the shoulder" design reviews
- iii. List of Long Lead Items and Recommendations for purchase
- iv. List of subcontractors from which the Contractor intends to solicit bids and bid procedures
- v. Trade bid tabulations, including all subcontractor proposals, scope assessments, and identifying required leveling

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- vi. Report outlining value engineering strategies
- vii. GMP Proposal

C.3 CONSTRUCTION PHASE

C.3.1 During the Construction Phase, the Contractor 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 December 15, 2019. The Construction Phase will commence upon issuance by DCPL of a notice to proceed with construction activities. Such work shall generally include the following activities:

C.3.1.1 Mobilization & Site Safety and Security. The Contractor will be required to 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 Contractor's storage/laydown area will be limited to the limits of disturbance shown on the approved design documents. Offerors are advised that the Project site is located in a congested portion of Washington, D.C.'s central business district, has very limited lay down areas, and is likely to involve complicated staging and access conditions. The Contractor will be required to provide a safe and efficient site. Controlled access shall be required. The Contractor shall be responsible for site security. The Contractor 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 Contractor 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.3.1.2 Abatement & Demolition. The Contractor will be required to abate hazardous materials in the existing facility, in accordance with EPA and all jurisdictional agencies. The Contractor will also be required to undertake the selective demolition activities necessary to implement the approved design. To the extent that exploratory demolition is required during the design phase, the Contractor shall be required to supervise this activity with no increase in its fee. Should this be required, the Contractor shall be reimbursed for the trade costs of such work at cost and without mark-up of any kind other than appropriate insurance costs.

C.3.1.3 Permitting. The Contractor shall be responsible for obtaining and paying for all permits and fees associated with the Project, including, but not limited to, trade permits, lane closure permits, abatement, demolition, utilities abandonment, and utility relocation, if necessary. The Contractor shall also be responsible for paying for the cost of the necessary building permits. All of these costs shall be reimbursable at cost and without markup of any kind other than appropriate insurance and bond burdens that are calculated based on total contract value.

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- C.3.1.4 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 Contractor. The Contractor will not be permitted to self-perform work unless authorized by DCPL.
- C.3.1.5** The Contractor 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 Contractor shall also be responsible for the cost of all temporary construction necessary on the site.
- C.3.1.6** In order to properly manage the Project, the Contractor shall be required to undertake the following tasks:
- (i) Participate and assist in Project/Planning meetings.
 - (ii) Provide and maintain a fully equipped office on-site to perform all required Contractor duties.
 - (iii) Maintain full-time, on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log.
 - (iv) Conduct weekly progress meetings following a contractor generated agenda with the Program Manager and all trades.
 - (v) 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.
 - (vi) 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.
 - (vii) Manage the change order process with the trade subcontractors to verify validity, purpose, and cost.
 - (viii) Prepare payment requests, verify accuracy, and forward for approval and payment.
 - (ix) Assemble required close-out documents.
 - (x) Provide assistance to DCPL through any applicable warranty periods.
- C.3.1.7** The Contractor shall be required to prepare and submit at close-out a complete set of O&M manuals, warranties, etc. The Contractor 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.3.1.8 Move-Out/Move-In.** The Contractor may also be required to manage the removal and storage of all FF&E and other contents from the Library as well as the refurbishing of the renovated Library with such items, if requested by the Library. The costs of such services, if required will be included in the GMP. If such services are required, the Contractor will be responsible for any damage to the new facility

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during the move-in period.

C.4 TIME IS OF THE ESSENCE

The Project must be Substantially Complete no later than December 15, 2019. As such, the Contractor must dedicate such personnel and other resources as are necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner with a one (1) year warranty. The Library may request an extended workmanship warranty for an additional year and may also request the Contractor to operate/maintain the facility for a period of one (1) year after Substantial Completion is achieved; the costs of such services, if required by the Library, will be included in the GMP. Punchlist 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 Contractor will be required to coordinate such work with DCPL personnel and will need to accommodate DCPL's requirements in getting the facility ready.

C.4 DIVERSION OF KEY PERSONNEL

C.4.1 In its proposal, each Offeror will be required to identify its key personnel (See Section M.2.3).

C.4.2 The Contractor will not be permitted to change any of the key personnel unless DCPL approves the proposed reassignment and the proposed replacement. Certain members of the Contractor's Key Personnel shall be subject to liquidated damages for their removal or reassignment by the Contractor. In each instance where the Contractor 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 Contractor or any affiliate thereof) without the prior written consent of DCPL's Contract Administrator (CA), the Contractor shall pay to DCPL the sum of One Hundred Thousand dollars (\$100,000) as liquidated damages and not a penalty, to reimburse DCPL for its administrative costs arising from the Contractor's failure to provide each member of 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.4.3 In addition, DCPL shall have the right, to exercise in its sole discretion, to remove, replace or to reduce the scope of services of the Contractor in the event that a member of the Key Personnel has been removed or replaced by the Contractor without the consent of DCPL. In the event DCPL exercises the right to remove, replace or to reduce the scope of services of the Contractor, DCPL shall have the right to enforce the terms of this Agreement and to keep-in-place those members of the Contractor's

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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 Contractor's team approved by DCPL.

C.5 LICENSING, ACCREDITATION, AND REGISTRATION

The Contractor 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, including appropriate insurance. 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.6 CONFORMANCE WITH LAWS

It shall be the responsibility of the Contractor 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.7 BUY AMERICAN ACT COMPLIANCE

The Contractor shall be required to comply with the provisions of the Buy American Act (41 U.S.C. § 10a).

C.8 APPRENTICESHIP ACT

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

C.9 OWNERSHIP OF DESIGN DOCUMENTS

C.9.1 Regardless of whether the Project is completed, any Design Documents prepared by the Contractor and the architectural and engineering consultants engaged by the Contractor and all other documents created in association with the Project shall become the sole property of DCPL upon full payment of Contractor's fees then due under this Agreement, and shall not be used by the Contractor 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 Contractor under this Agreement may contain design details, features and concepts including some from the Contractor's library, which collectively form part of the design for the project, but which separately are and shall remain the sole and exclusive property of

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the Contractor. 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 Contractor's absolute right to re-use such component design details, features, and concepts on other projects, in other contexts or for other clients.

C.9.2 DCPL shall be under no obligation to account to the Contractor 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 Contractor is terminated prior to completion of the Project or the Contractor is unable to complete this Project for any reason, DCPL shall have the right to use without the Contractor's consent, and the Contractor 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 (including subsequent phases thereof), so long as DCPL has paid (or acknowledges its intend to pay) the Contractor all fees then owed to the Contractor under the contract. Any other use shall be at DCPL's sole risk and without liability to the Contractor or the Contractor's consultants.

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SECTION D – PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

Intentionally omitted. Appropriate provisions will be included in the Form of Contract.

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SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SUPPLIES AND SERVICES

Intentionally omitted. Appropriate provisions will be included in the Form of Contract.

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 Contractor performing in accordance with the terms and conditions of the contract and all modifications thereof.

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SECTION F – DELIVERIES AND PERFORMANCE

F.1 PERIOD OF PERFORMANCE

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

F.2 FIRST SOURCE REQUIREMENT

The Contractor 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 Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to Section G.7.

F.3 EQUAL EMPLOYMENT OPPORTUNITY AND HIRING OF DISTRICT RESIDENTS

The Contractor shall comply with all applicable laws and regulations regarding equal employment opportunity and affirmative action programs. The Contractor shall ensure that at least fifty-one percent (51%) of the Contractor'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 Contractor), to work on the Project shall be residents of the District of Columbia. In addition, the Contractor 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.

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

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

The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of \$100,000 or more shall

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be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services (“DOES”) upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 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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SECTION G – CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER

G.1.1 Contracting Officer: The DCPL Chief Procurement Officer 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 Chief Procurement Officer 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 Chief Procurement Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.2.2 The Contractor 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 Chief Procurement Officer.

G.2.3 In the event the Contractor effects any change at the instruction or request of any person other than the DCPL Chief Procurement Officer, 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.

G.3 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 Chief Procurement Officer as to the Contractor'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 will be identified by DCPL upon award.

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 Contractor is hereby forewarned that, absent the requisite authority of the CA to make any such changes, Contractor may be held fully responsible for any changes not

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authorized in advance, in writing, by the DCPL Chief Procurement Officer, and 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 Contractor, upon the submission of proper invoices or vouchers, at the prices stipulated in Contract for services performed and accepted, less any discounts, allowances or adjustments provided for in the contract. The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor (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.

G.5 METHOD OF PAYMENT

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

G.6 INVOICE SUBMITTAL

G.6.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this Section G. The Contractor 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 Contractor shall submit the following information on the invoice. If the invoice does not comply with these requirements, the Contractor 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 Contractor’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;

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- 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 Contractor until the CFO has received the CO's final determination or approval of waiver of the Contractor'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 Contractor shall not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the DCPL Chief Procurement Officer.

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SECTION H - CONTRACT CLAUSES

H.1 PUBLICITY

The Contractor 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 Contractor receives a request for such information, the Contractor 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 Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor 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 Contractor 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 Contractor 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*.

H.3.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement in which the Contractor 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.

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H.3.3 The Contractor 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 Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

In addition, the selected Contractor 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 Contractor’s final request for payment from the District, the Contractor shall:

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

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- (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 Chief Procurement Officer may waive the provisions of section H.3.4 if the Chief Procurement Officer finds that:

- (i) A good faith effort to comply is demonstrated by the Contractor;
- (ii) The Contractor 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 Contractor 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 Contractor's final payment request and related documentation pursuant to sections H.3.5 and H.3.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.3.4 or whether a waiver of compliance pursuant to section H.3.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer 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 Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer 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.

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H.4 DEPARTMENT OF LABOR WAGE DETERMINATION

Pre-Construction Phase – The Contractor shall be bound by Wage Determination No. 2005-2103, Revision No. 15, dated 12/22/2014, issued by the U.S. Department of Labor and incorporated herein as Attachment J.2. The Contractor shall be bound by the wage rates for the term of the contract.

Construction Phase - The Contractor shall be bound by the applicable Davis-Bacon Wage Determination issued by U.S. Department of Labor in accordance with the Davis-Bacon Act of 1931, as amended (40 U.S.C. 4131 *et seq.*) included in the GMP Proposal to be submitted to DCPL prior to beginning of the Construction Phase.

H.5 AUDITS, RECORDS, AND RECORD RETENTION

H.5.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. For cost reimbursement contracts any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

H.5.2 The Contractor 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 Contractor 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.

H.5.4 The Contractor 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 Contracting Officer.

H.5.5 Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Contractor'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.5.6 The Contractor shall include these aforementioned audit and record keeping requirements

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in all approved subcontracts and assignments.

H.6 MENTOR-PROTÉGÉ PROGRAM

H.6.1 The DCPL mentor-protégé program is designed to match prime contractors with local, small, disadvantaged business enterprises certified by DSLBD.

H.6.2 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.6.3 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

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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, are incorporated herein as **Attachment J.1**.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor 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.

I.4 TIME

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

I.5 RIGHTS IN DATA

I.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.

I.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

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computer software or financial, administrative, cost and pricing, and management data, or other information incidental to contract administration.

- I.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.
- I.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.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor 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, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor 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 Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor 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.
- I.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:
- I.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;

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I.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;

I.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.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____ With _____ (Contractor's Name); and

If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor 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 Contractor 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 Contractor 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 Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the DCPL Chief Procurement Officer is obtained, the Contractor 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 Contractor 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 Contractor 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 Contractor's rights in that subcontractor data or computer software which is required for the District.

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I.5.9 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor 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 Contractor, 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 Contractor 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 Contractor 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 Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.6 OTHER CONTRACTORS

The Contractor 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 Contractor hereunder shall not subcontract any of the Contractor'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 Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision

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of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8. INSURANCE

I.8.1 The Contractor 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 of the 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 Worker's Compensation. The Contractor shall procure and carry Statutory Workers' Compensation and Disability Benefits Insurance and any other insurance required by law covering all persons employed by Contractor, contractors, subcontractors, or any entity performing work for the Contractor on the Project (unless and to the extent provided by such other parties), including Employers Liability coverage, all in amounts not less than the statutory minimum, except that

Employers Liability coverage shall be in an amount of not less than One Million Dollars (\$1,000,000) each accident.

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- I.8.4** DCPL intends to purchase an expanded builder's risk policy for the Project.
- I.8.5** 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 Twenty Five Million Dollars (\$25,000,000).
- I.8.6** Contractor's pollution legal liability policy of at least Two Million Dollars (\$2,000,000) for the duration of the Project and a period of three (3) years after Substantial Completion of the Project.
- 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 Contractor 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 Chief Procurement Officer.

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

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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
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) Contractor's BAFOs (in order of most recent to earliest)
- (6) Contractor's Proposal
- (7) RFP as amended

I.13 BONDS

I.13.1 Bid Bond. Offerors are required to submit with their proposal a bid bond in the amount of \$100,000. 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 holding subcontracts in excess of \$100,000 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 Contractor will be required to post a payment and performance bonds having penal values equal to the GMP at the time the GMP Amendment is executed.

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**SECTION J
 LIST OF ATTACHMENTS**

The following list of attachments are incorporated into the solicitation.

Attachment Number	Document
J.1	Government of the District of Columbia Public Library Standard Contract Provisions for Supply, Service, Architect/Engineer and Construction Solicitations and Contracts dated October 2009
J.2	U.S. Department of Labor Wage Determination No. 2005-2103 Revision No. 15 dated 12/22/2014
J.3	Department of Employment Services First Source Employment Agreement
J.4	2015 Living Wage Notice
J.5	2015 Living Wage Fact Sheet
J.6	Tax Certification Affidavit
J.7	E.E.O. Information and Mayor's Order 85-85
J.8	Offeror's Past Performance Evaluation
J.9	Subcontracting Plan Form
J.10	Cost Price Disclosure Certification Form
J.11	Form of Offer Letter
J.12	Mentor-Protégé Pilot Program Pilot Agreement Template
J.13	Georgetown Design Group Building Evaluation 12/2013 (4 parts)
J.14	Hazmat Survey 7/2011
J.15	BOMA Calculations 3/2014
J.16	Original Drawings from 1968
J.17	Martinez + Johnson/Mecanoo HPRB Presentation 1/2015
J.18	Building Program

Attachments J.13 through J.17 are available for download through the following link:

<https://leftwichlaw.box.com/s/nro8otaahoblo9r61dsniu5hfygmkn1>

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF CONTRACTORS

K.1 AUTHORIZED NEGOTIATORS

The Offeror 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 Offeror, 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 Offeror 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

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", 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 Offeror 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.

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Offeror _____ Date _____

Name _____ Title _____

Signature _____

Offeror ___ has ___ has not participated in a previous contract or subcontract subject to the Mayor’s Order 85-85. Offeror ___ 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 Offeror 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.

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Offeror 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 Offeror is considered to be a certification by the signatory that:

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- 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 Offeror 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 Offeror, directly or indirectly, to any other Offeror or competitor before contract opening unless otherwise required by law; and
 - 3) No attempt has been made or shall be made by the Offeror 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 Offeror'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 Offeror'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 Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

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K.7 TAX CERTIFICATION

Each Offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.6.

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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 Offeror 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 Section 4317 of the Library's Procurement Regulations (19 DCMR 4317).

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 Offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PRE-PROPOSAL CONFERENCE

L.2.1 Interested Offeror may ask questions about the RFP and selection process at a pre-proposal conference scheduled for **10:00 a.m.** on **May 11, 2015** in the 1st floor Digital Commons Conference Room of the Martin Luther King Jr. Memorial Library, located at 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 Diane Wooden at Diane.Wooden2@dc.gov 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>.

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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 intends to interview Offerors in the competitive range on July 6 and 7, 2015; however, it reserves the right to make an award without such interviews if it determines that 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 45 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 45 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 5 persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of the key areas of responsibility that are deemed essential to the successful completion of the Project.

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

L.5 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.5.1 One (1) original and six (6) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Each Offeror shall also provide an electronic copy of both the Technical Proposal and the Price Proposal on a CD or flash drive. 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-0064, Caption of RFP and Name of Contractor". 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 Offeror'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 Organization of Proposal. Proposals shall be organized in two volumes, a Technical Proposal and a Price Proposal

L.5.4 Volume One: Technical Proposal

L.5.4.1 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

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Section 5.....Relevant Experience, Capabilities &
References (including Past Performance Evaluations)

Section 6..... Key Personnel & Resumes

Section 7..... Management Plan

Section 8..... CBE Utilization Plan

L.5.4.2 Executive Summary

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

L.5.4.3 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 four (4) years. If the Offeror has multiple offices, please provide the workload projection for the office that will manage this contract.
- vi. Provide a list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.

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; AND
- ii. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the team.

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L.5.5 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 Reqs 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 **June 2, 2015 at the time designated in 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.

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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 US or Canadian Postal Service postmark on the wrapper or on the original receipt from the US 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 Offeror 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.

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 Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the contact person, identified on page one. The prospective Offeror shall submit questions no later than **May 20, 2015**. The District shall not consider any questions received **after May 20, 2015**. The District shall furnish responses promptly to all other prospective Offerors. 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 Offerors. 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

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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 Offerors 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 Offeror 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 Library's 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

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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 Offerors 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.

L.12 SIGNING OF OFFERS

The Offeror 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.

L.13 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 Offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.14 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 Offerors.

L.15 PROPOSAL COSTS

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

L.16 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the Offeror 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

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release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.17 CERTIFICATES OF INSURANCE

The Offeror shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.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 Offeror 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. Offerors' 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 Offerors 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 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 Offerors still within the competitive range.

L.20 LEGAL STATUS OF CONTRACTOR

Each proposal must provide the following information:

L.20.1 Name, address, telephone number and federal tax identification number of Offeror;

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L.20.2 A copy of each District of Columbia license, registration, or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed “Clean Hands Certification” that is referenced in D.C. Official Code §47-2862 (2001), if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the 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 Offeror 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

Offerors 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. Offerors 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 Offeror must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective Offeror 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.

L.22.3 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.

L.22.4 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.22.5 Evidence of compliance with the applicable District licensing and tax laws and regulations.

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L.22.6 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.22.7 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.22.8 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

L.22.9 If the prospective Offeror fails to supply the information requested, the Chief Procurement Officer 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 Chief Procurement Officer shall determine the prospective Offeror to be nonresponsible.

L.23 PROPOSAL EVALUATION

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

L.24 RELEVANT EXPERIENCE, CAPABILITIES & REFERENCES

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

L.25 KEY PERSONNEL

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

L.26 MANAGEMENT PLAN

Each Offeror shall submit the information required by **Section M.2.4**.

L.27 CBE UTILIZATION PLAN

Each Offeror shall submit the information required by **Section M.2.5**.

L.28 PRICE

Each Offeror shall submit the information required by **Section M.2.6**.

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SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract shall be awarded to the responsible Offeror 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 (20 Points)

M.2.2.1 DCPL desires to engage a construction manager with the experience necessary to realize the objectives set forth in the RFP. Offerors will be evaluated based on their demonstrated experience in:

- (i) in the construction of projects in the District;
- (ii) in constructing and/or renovating libraries and other similar facilities;
- (iii) in renovating historic buildings;
- (iv) in constructing projects in an urban setting;
- (v) in working as an active and collaborative participant with the owner and a design team through the design process;
- (vi) with construction management at risk delivery methods;
- (vii) in completing projects on-time; and
- (viii) in completing projects on-budget.

M.2.2.2 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.2.2.3 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

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similar public facilities where the total project budget exceeded \$100,000,000.

M.2.2.4 The Offeror shall include detailed descriptions of no more than eight (8) projects that best illustrate the Offeror's experience and capabilities relevant to this project. Detailed descriptions of no more than eight (8) projects that best illustrate the team's experience and capabilities relevant to this project. For each such project, the Offeror should provide the information requested below:

- (i) The name and location of the project.
- (ii) The square footage of the project.
- (iii) A short narrative of the scope of the contractor's work on the project.
- (iv) The delivery method implemented on the project.
- (v) The start and end dates for construction.
- (vi) The date of builder's engagement and point during the design process at which builder was engaged (e.g., schematic design 50% complete; schematic design 100% complete, etc.).
- (vii) The initial substantial completion date and initial contract value, also noting the contract type (i.e., GMP, NTE or Lump Sum).
- (viii) The level of completion of design documents that the initial contract value was based on.
- (ix) The actual substantial completion date and the final contract value.

M.2.3 Factor 2 – Key Personnel (25 Points)

M.2.3.1 DCPL desires that the construction manager assign to this project personnel who have the necessary experience and professional credentials for the role each such individual is assigned. Proposals should identify, at a minimum: (i) Project Executive; (ii) the Preconstruction Services Manager; (iii) the Project Manager responsible for building enclosures; (iv) the Project Manager responsible for the mechanical and any special systems; (v) the Project Managers responsible for interiors and finishes; (vi) Project Manager for structural work; and (vii) the senior Superintendent. DCPL expects that the Project Executive and these Project Managers would be assigned to the Project for the duration of the Project (i.e., during both the preconstruction and construction phases). The Library further expects that the Project Managers would be assigned to this Project on a fulltime basis during construction and that a significant portion of these individuals' time would be devoted to this project during the preconstruction phase.

Each Offeror will be evaluated based on the level of experience and time commitment of each of these individuals. Offerors will also be evaluated based on whether Offeror has overall devoted sufficient staff, staff of the appropriate level of expertise to properly staff the Project, and the cohesiveness and efficiency of the team as a whole.

M.2.3.2 Offerors shall provide a list or chart of all personnel proposed for the Project. Such

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list or chart should include the following information for each individual:

- (i) The individual's name.
- (ii) The individual's role.
- (iii) Whether the individual's involvement in the Project is funded from the General Conditions Budget or the Construction Management Fee.
- (iv) The percentage of time that will be devoted by the individual to the Project. This should be identified for each phase of the Project.
- (v) The individual's resume.
- (vi) The individual's current workload over the next two years.
- (vii) A chart showing the experience that the key team members have working together.

M.2.3.3 Resumes should indicate the individual's experience on the eight (8) relevant projects and identify the role of the individual in each past project noted on the resume. The resume should also clearly identify how long the individual has worked in the construction industry and should indicate the number of years of experience in his or her current role as well as prior roles.

M.2.3.4 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.2.3.5 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 Management Plan (20 Points)

M.2.4.1 Offerors are required to submit with their proposal a Management Plan. The Management Plan should clearly explain how the Offeror intends to manage and implement the Project. It should demonstrate a knowledge of the process and impediments that must be overcome. The Management Plan will be evaluated based on the following:

- i. Identification of the site/project-specific challenges and explanation of how they will be overcome or mitigated.
- ii. Demonstration of an understanding of the key elements of the Project. Identification of the key personnel and explanation of the specific roles for each such individual in managing the Project.
- iii. Explanation of how the Offeror intends to implement the Project.

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- iv. Explanation of how the Offeror proposes to manage the regulatory approvals process.
 - v. Explanation of how the Offeror will be involved in the design process in order to ensure that the design is developed consistent with the Library's budget and that value engineering following trade-bidding be limited?
 - vi. Explanation of how the Offeror and the Design Team will work together during the construction phase of the project.
 - vii. Workability of the plan for managing quality issues during construction.
- M.2.4.2** Offerors should submit with their Management Plan a CPM schedule that shows the anticipated manner in which the Project will be implemented, both Preconstruction and Construction Phases. The schedule should show a sufficient level of detail so as to demonstrate the Offeror's understanding of the Project and the key issues related to the Project. The schedule will be evaluated based on the following:
- i. Whether the schedule and the activities reflected therein demonstrate an understanding of the key elements of the project.
 - ii. Whether the sequencing and duration of the activities in the schedule are appropriate
 - iii. Whether the schedule reflects appropriate logic ties for related activities.
- M.2.5 CBE Utilization Plan (10 Points)**
- M.2.5.1** DCPL desires the selected Offeror provide for the participation of Local, Small and Disadvantaged Business Enterprises. Offerors will be evaluated based on the following:
- i. Whether the LSDBE Utilization plan demonstrates an understanding of the LSDBE utilization requirements for the Project.
 - ii. The Offeror's plan for identifying and engaging LSDBE subcontractors for participation in the trade bidding process and the workability of the plan in increasing the level of participation of Local, Small and Disadvantaged Business Enterprises in the Project.
 - iii. The Offeror's past performance in meeting LSDBE or similar goals.

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M.2.6 Price (25 Points)

M.2.6.1 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 based on the range of prices quoted. Offerors shall submit the pricing information required by **Section B.3** of this RFP. The following formula shall be used to determine each Offeror's evaluated price score:

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

M.2.6.2 A portion of the price points shall be allocated to each cost component and price points for each component shall be calculated based on the above formula. In the event the highest price is less than twenty percent above the lowest price for a price component, the available price the price formula shall as follows:

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

M.2.6.3 For purposes of evaluating price, DCPL reserves the right to disregard price components that are more than 150% above the median price for the evaluated price component.

M.2.7 Preference Points

As this solicitation is being included in DCPL's Mentor-Protégé Program, DCPL anticipates that Offerors may qualify for preference as certified business enterprises under as either majority interest or minority interest joint ventures as contemplated by DC Code §2-218.39a. Offerors will be awarded preference points as certified by the Department of Small and Local Business Development. Up to 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 Offeror.

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,

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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. As this solicitation is being included in DCPL’s Mentor-Protégé Program, DCPL anticipates that Offerors may qualify for preference as certified business enterprises under as either majority interest or minority interest joint ventures as contemplated by D.C. Code §2-218.39a. Joint Venture Offerors will be awarded preference points for which the Joint Venture is certified by the Department of Small and Local Business Development.

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).
- 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

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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.4.2 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 is 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

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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, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises.

M.5.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of **Section 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 preliminary CBE Utilization Plan with their proposals. This plan should describe the process that the Offeror will use to maximize CBE utilization and ensure compliance with the relevant statutory requirements. The selected Offeror will be required to submit a final CBE Utilization Plan with its GMP proposal. The final CBE Utilization Plan will be required to identify specific subcontractors and dollar volumes.

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

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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.

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

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 shall not be required to submit a detailed subcontracting plan identifying specific subcontractors with its proposal. However, in accordance with D.C. Code § 2-218.46 (d-1), a detailed subcontracting plan shall be submitted before entering into a Guaranteed Maximum Price for the construction of the Project. 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;

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- 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 contracting officer, 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 Contracting Officer, and submit periodic reports, as requested by the Contracting Officer, 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;

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- 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 Contractor engaged in, in order to achieve the subcontracting requirements set forth in **Sections M.4 and M.5** and its approved Subcontracting Plan; and
- M.10.1.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in **Sections 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 Contractor fails to comply with its approved subcontracting plan and the Chief Procurement Officer determines the Contractor'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 Contractor willfully breached its approved subcontracting plan if the Contractor (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 Contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the Contractor 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 Contractor 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 Contractor's Team and every sub-consultant's employees hired after the Contractor enters into a contract with DCPL, or after such sub-consultant enters into a contract with the Contractor, to work on this project, shall

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be residents of the District of Columbia. In addition, the selected Contractor 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.12.2 Upon execution of the contract, the Contractor 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.12.3 The Contractor shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Contractor 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 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.