**SOLICITATION, OFFER, AND AWARD**

1. Market: Open Market with 35% SBE Subcontracting

2. Contract Number: DCPL-2017-R-0014

3. Solicitation Number: X Request for Proposal

4. Type of Solicitation: Sealed Bid (IFB)

5. Date Issued: 28-Oct-16

6. Requisition/Purchase Number: 74

7. Issued By:
   - District of Columbia Public Library
   - Office of Procurement @ MLK Library
   - 901 G Street NW - 4th Floor
   - Washington, DC 20001

8. Address Offer To (If other than line 7):
   - diane.wooden2@dc.gov

9. Sealed bid in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8 or if hand carried, in the
   - See Number 7 Above
   - until
   - 2:00 p.m. local time
   - 30-Nov-16
   - (Hour)
   - (Date)

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

10. For Information Contact:
   - Diane Wooden
   - 202 727-4800

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12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days from the date for receipt

13. Discount for Prompt Payment
   - 10 Calendar days %
   - 20 Calendar days %
   - 30 Calendar days %

14. Acknowledgement of Amendments (The offerer acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated)

15A. Name and Address of Offeror

15B. Telephone

15C. Check if remittance address is different from above - enter address in Schedule Section K

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

17. Signature

18. Offer Date

**AWARD TO BE COMPLETED BY GOVERNMENT**

19. Accepted as to Items Numbered
20. Amount
21. Accounting and Appropriation

22. Award - DC OCP Form 201 not required

23. Submit Invoices to Address Shown In Item

24. Administered By (If other than Item 7)

25. Reserved for future use

26. Name of Contracting Officer (Type or Print)

27. Government of the District of Columbia

28. Award Date
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SECTION A - HISTORY AND BACKGROUND

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

The approximately 21,500 square feet, two-story concrete and brick building located at 900 Wesley Pl, SW, Washington DC opened on October 22, 1965. The Library building was designed by Angelo R. Clas of Clas & Riggs and constructed by Coakley & Williams Construction, Inc.
SECTION B-SUPPLIES OR SERVICES AND PRICE/COST

B.1 INTRODUCTION

The Southwest Library (the "SOW Library") is located at 900 Wesley Pl, SW, Washington, DC. DCPL determined that the library's needs would best be met by constructing a new library on the site. Through this solicitation, DCPL seeks to engage a Design-Build Team ("Offeror" or "Contractor") to develop a design for and to construct a state of the art, high-performance new SOW Library. As the existing facility will be out of service during the construction of the new SOW Library, the Design Build Team selected through this solicitation will also be required to design and construct an Interim Library for continued operation while the existing building is razed and the new library is constructed. The selected Design-Build Team shall structure, and continually manage, the overall scope and timeline to deliver both the Interim, and the New Library within approved design to budget. See Section C.2.1

The SOW Library shall be designed to maximize site responsiveness, energy and water conservation strategies, include both passive and active systems to reducing energy need, and solar photovoltaic panels or other on-site energy generation.

The SOW Library shall be developed in compliance with the District of Columbia's Green Building Act of 2006, codified in D.C. Official Code § 6-1451.01 et seq. (2012) and the District's storm water management regulations published in Chapter 5 of Title 21 of the DCMR and Chapter 31 of Title 20 of the DCMR. Specific design criteria are stated in the District's Storm Water Guidebook which is available online at http://doee.dc.gov/publication/stormwater-guidebook.

The Sustainable DC Plan was established to ensure that the District become the healthiest, greenest, and most livable city in the nation. The Plan encompasses 32 goals and 31 targets, and offers 143 specific actions in the areas of the built environment, energy, food, nature, transportation, waste and water. The Sustainable DC Plan is found at http://www.sustainabilitydc.org/about/sustainable-dc-plan.
B.2 OPEN MARKET

This Request for Proposals (RFP) is being issued in the Open Market with a 35% subcontracting set-aside requirement in accordance with Section M.5. In addition, Offerors that are certified by the District of Columbia, Department of Small and Local Business Development ("DSLBD") will receive preference points during the evaluation process in accordance with Section M.4.

B.3 DCPL MENTOR PROTÉGÉ PROJECT

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

B.4 PRICE

B.4.1 Offerors shall submit a price for the Phase 1 and 2 work specified in Section C.2 of this RFP. See Attachment J.11 – Form of Offer Letter.

B.4.2 As will be more fully described in the Form of Contract, the contract resulting from this solicitation will be a cost plus a fixed fee with a guaranteed maximum price (GMP) type contract. DCPL anticipates that once it has approved a set of Construction documents for the new SOW Library, the Design Build Team shall issue those documents to trade subcontractors for pricing and that such pricing shall serve as the basis of a GMP Proposal from the Design Build Team for the Project.

B.4.3 Offeror’s shall submit the following price components as part of their proposal in response to this solicitation:

B.4.3.1 Preconstruction Fee

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

B.4.3.2 Design Fee for the New SOW Library

The Design fee shall be a not-to-exceed amount for all architectural, engineering, construction administration and other services necessary through all project phases to deliver a high preforming Library. Design fee shall factor optimum number of engagement points with DCPL, the Southwest Community, and Regulatory entities (including but not limited to CFA, DCRA, DDOT, SWNA, OP, DDOE) as required through all project phases. Design team shall structure and continually manage the project process and associated timeline so the overall project is delivered within design to budget and funding. Design fee should include energy performance target modeling to demonstrate energy consumption and other sustainability strategies, including certification as noted in the Statement of Work.

B.4.3.3 Interim Library Design Fee for Build-Out of the Interim Library Space

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

B.4.3.4 Design-Build Fee (Overhead and Profit)

The Design-Build Fee shall be a fixed fee within the Construction Phase as outlined in the Form of Contract.
B.4.3.5 General Conditions Budget

Offerors shall quote a general conditions budget to cover the cost of general conditions during Construction Phase as defined in the Form of Contract. The cost of general conditions will be reimbursable subject to a cap equal to the general conditions budget proposed by the Offeror (i.e. the general conditions budget is a line item guarantee). In general, the cost of general conditions includes the Design Build Team’s project staff and its site office.

B.5 SCHEDULE

In general and for planning purposes only, DCPL anticipates that this RFP and the Project will proceed per the schedule noted below. The durations factored for milestones below will strictly serve as a baseline for the selected Design-Build Team to structure, manage and deliver the project within the design to budget.

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SECTION C: STATEMENT OF WORK

C.1 OVERVIEW

DCPL is seeking the services of a Design-Build Team to provide all design, engineering, management, labor, supervision, materials, hazardous materials abatement, and other services required to complete the Project in accordance with this RFP.

C.2 SCOPE OF WORK

DCPL anticipates that the Project will proceed in two (2) phases: (i) Design and Preconstruction Services and (ii) the Construction Phase for the Interim Library Build-Out and the New SOW Library. It is expected that the design and construction for the Interim Library will run concurrently with the design for the new SOW Library. The selected Design-Build Team shall structure, and continually manage, the overall scope and timeline to deliver both the Interim and the New Library within approved designed to budget.

C.2.1 Designed-To-Budget: The Contractor shall deliver a new library inclusive of the Interim within a construction design to budget of $11,700,000. If for any phase of the design such budget is over the “design to budget”, the Contractor shall be responsible for redesign to budget at its sole expense.

C.2.2 Sustainability and Green Building Requirement:

The Contractor shall comply with the following requirements:

C.2.2.1 Meet all requirements of the Green Building Act – Publicly financed projects in the Anacostia Waterfront Development Zone (AWDZ) are required to meet a minimum of LEED Gold Certification.

C.2.2.2 Mitigate against flooding per the Climate Ready DC Plan The library falls partially within the 100-year floodplain and fully within the 500-year floodplain, designs should integrate design strategies such as grading, stormwater management and retention techniques, locating mechanical and electrical equipment and all openings above risk areas so that the library will be resilient to flooding and inundating storm events.
Maximum energy consumption of 40 kBtu/gsf annually – Show through energy modeling that proposed design strategies will result in high performing and efficient envelope design and efficient active systems including lighting, ventilation, and mechanical systems.

Measurement and Verification – Tier 1 – Measurement of actual energy consumption and building performance is critical to reducing energy use, carbon emissions, and maintenance requirements. DCPL has established the following measurement and verification requirements for this tier:

a. Whole building energy meters for electric and gas service(s) capable of reporting data for intervals of 15 minutes or less.
b. Sub meter lighting loads separately from all other loads.
c. Include an automatic fault detection and diagnosis system that will help identify building system performance issues.

Retain and filter stormwater for the 95th percentile storm – Meet the stormwater retention requirements of publicly financed projects in the AWDZ.

Durability Plan and Ease of Maintenance – Designed to promote enhanced durability and high performance of the building enclosure, its components and systems, and interior materials and finishes.

C.3 DESIGN AND PRECONSTRUCTION SERVICES - PHASE 1

Programming: As part of this phase, the Design-Build Team shall work with DCPL to develop a program for the new SOW Library and also for the Interim Library. Given the need to build-out the Interim Library prior to shutting down the existing library, the design and preconstruction efforts related to the Interim Library will proceed ahead of those related to the new SOW library.

During this phase, the Design-Build Team shall complete, at a minimum, the following tasks:

Review current programmatic spaces at the existing Southwest Library.

Review DCPL general programming document, attached as Attachment J.13, and clarify functions and programming for spaces for the new SOW Library.
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C.3.1.1.3 Conduct interviews with DCPL staff and other representatives for programming, including prioritizing needs for the interim library.

C.3.1.1.4 Participate in certain DCPL public engagement events.

C.3.1.1.2 Review site conditions and conduct site analysis. Examine and document all sustainability goals, with the intent to maximize resilience and adaptation as well as energy and water conservation strategies at both site and building level. The established goals upon approval shall constitute as Owner’s Project requirements (OPR) for Fundamental Cx within LEED. It is DCPL’s intent to strive for maximum site energy consumption of 40kBtu/gsf annually.

C.3.1.1.3 Identify regulatory approvals required for successful project evolution as required, especially preliminary design review meetings required to be held in tandem with Concept Design Phase.

C.3.1.1.4 Develop, prepare and submit programming document specific to the new SOW Library, including progress submissions as requested by DCPL.

C.3.1.1.5 Develop, prepare and submit programming document for the Interim Library, including progress submissions as requested by DCPL.

C.3.1.1.6 All deliverables shall be subject to review and approval by DCPL, and the Design-Build Team’s pricing should assume that revisions may be required to these documents to address concerns raised by DCPL and/or other Project stakeholders.

C.3.2 Test Fits for Interim

C.3.2.1 Services. The Design-Build Team shall conduct test fits of the approved Interim Library program. The Offeror’s price should assume up to three (3) test fits each for up to three (3) potential interim locations. During this phase, the Design-Build Team selected through this RFP shall complete the following tasks:

C.3.2.1.1 Conduct site visits of potential interim locations;

C.3.2.1.2 Conduct preliminary life safety/building code analysis; and

C.3.2.1.3 Prepare up to three test fits of the program in the potential interim space.
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C.3.2.2 **Deliverables.** During this phase, the Design-Build Team shall prepare and submit to DCPL the below-listed deliverables. All such deliverables shall be subject to review and approval by DCPL, and the Design-Build Team’s pricing should assume that revisions may be required to these documents to address concerns raised by DCPL and/or other Project stakeholders.

C.3.2.3 Survey report of existing conditions.

C.3.2.4 Test fits of the program in the identified potential interim library locations.

C.3.3 **Design for Interim and New SOW Library**

Based on DCPL’s approval of a program and selection of a location for the Interim Library, the Design-Build Team shall prepare a design for the Interim Library. In addition, the Design-Build Team shall prepare a design for the new SOW Library. These design services will include:

C.3.3.1 **Concept Design**

C.4.2.1 **Services.** Upon approval of a program by DCPL for the new SOW Library, and selection of a site and approval of a program for the Interim Library, the Design-Build Team shall complete the following tasks:

C.4.2.1.1 Concept design for both Interim and New SOW Library.

C.4.2.1.2 Conduct LEED/Sustainability workshop with DCPL to present and seek input on integration of sustainable strategies in the concept design evolution (and map out NZEB strategies if add alternate fee for NZEB is accepted.)

C.4.2.1.3 Prepare and submit Environmental Impact Screening Form (EISF).

C.4.2.1.4 Perform alternative mechanical systems evaluation and recommend selection based on approved Sustainable design strategies and OPR.

C.4.2.1.5 Confer and coordinate design requirements for A/V, IT, Security.

C.4.2.1.6 Ensure project evolution is aligned with design to budget.

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

C.4.2.2.1 Flow Test Results.

C.4.2.2.2 Summary of required agency reviews for successful project evolution and approvals including timetables (i.e. CFA, Office of Planning, DDOT, DCRA, DDOE, SWNA, etc.).

C.4.2.2.3 Environmental Impact Screening Form Submission.

C.4.2.2.4 Record of accepted LEED strategies including concept level energy modeled for maximum site energy consumption of 40 kBtu/gsf annually.

C.4.2.2.5 Architectural Concept Development

i. Development of final master site plan reflecting Preliminary Design Review input from all regulatory entities.
ii. Building plan.
iii. Plan-to-Program Comparison.
iv. Preliminary cost estimates ensuring all scope shown is aligned with design to budget.
v. Updated Project schedule noting all review activities for DCPL team members & regulatory entities to allow advance scheduling with stakeholders.

C.4.3 Schematic Design

C.4.3.1 Services. The Design-Build Team shall develop a schematic design. The schematic design shall contain such detail as is typically required for schematic design under the standard AIA contract. In general, the Design-Build Team shall undertake the following tasks during this phase:

C.4.3.1.1 Further develop conceptual plans and incorporate design changes.

C.4.3.1.2 Prepare necessary presentation materials (renderings and models) to communicate design and obtain approval of design direction.
C.4.3.2 Deliverables. The Design-Build Team shall prepare and submit to DCPL the following deliverables. All such deliverables shall be subject to review and approval by DCPL and the Design-Build Team's pricing should assume that revisions may be required to these documents to address concerns raised by DCPL and/or other Project stakeholders.

C.4.3.2.1 Digital floor plans and site plan.

C.4.3.2.2 Preliminary building elevations and sections.

C.4.3.2.3 Plan-to-Program comparison.

C.4.3.2.4 Design narrative including all integrated sustainable strategies.

C.4.3.2.5 Updated schedule and project cost estimate.

C.4.3.2.6 Updated LEED scorecard including status of documentation completion for uploads or pending action items needed of DCPL and assigned Design-Build Team members.

C.4.3.2.7 Energy analysis update, energy analysis sensitivity to key variables, updated EUI results, measurement and verification update.

C.4.4 Design Development and Construction Documents

C.4.4.1 The Design-Build Team shall progress the schematic documents for the project into a set of design development documents. The design development documents and shall contain at least the level of detail as contemplated in the standard AIA agreement. With regard to the building's systems and finishes, a greater level of detail shall be provided. Specifically, the design development documents shall coordinate the mechanical, electrical, plumbing, fire protection, fire alarm, elevators, parking, energy conservation, lighting, telecommunications, street scaping, and landscaping in sufficient detail to establish final sizing criteria and capacities, square footage requirements, required chases and risers, clearances, equipment layout, and other related components to provide a constructability review and detailed cost estimate (baseline for GMP in DD's). With regard to the finishes, the design development documents shall provide a finish schedule and sketches showing key interior and exterior views.
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C.4.4.2 Services. The Design-Build Team shall progress the schematic design into a set of design development documents. The specific services required during this phase are:

C.4.4.2.1 Select and draft specifications for materials, systems, and equipment.

C.4.4.2.2 Develop detailed and dimensioned plans, wall sections, building section, and schedules.

C.4.4.2.3 Complete code compliance analysis and drawing.

C.4.4.2.4 Confirm space-by-space equipment layouts with representatives from DCPL.

C.4.4.2.5 Conduct follow up meetings with agencies as required.

C.4.4.2.6 Coordinate furniture, fixtures, and equipment requirements (FF&E).

C.4.4.2.7 Present the design to CFA, Office of Planning, and other regulatory agencies as required.

C.4.4.2.8 Provide design phase submission update for LEED certification, including Energy Model update.

C.4.4.3 Deliverables. The following deliverables are required during both DD & CD phase.

C.4.4.3.1 35% (minimum progress) documents for all technical disciplines, drawings and specs.

C.4.4.3.2 50% design development progress printing.

C.4.4.3.3 A budget reconciliation report that addresses any issues raised by the Builder as a result of the 50% progress printing.

C.4.4.3.4 CFA submission materials; meetings and presentations to CFA and other entitlement and all other regulatory agencies as required.

C.4.4.3.5 Updated Project estimate and schedule.
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C.4.4.3.6 Updated LEED scorecard including status of documentation completed for LEED online.

C.4.4.3.7 Energy analysis update, energy analysis sensitivity to key variables, updated EUI results, measurement and verification update.

C.4.4.4 Trade Bidding Process and GMP Formation

No later than the date agreed to per schedule accepted as part of contract, the Design-Build Team shall provide to DCPL a written submission on the proposed bidding procedures. Such procedures shall include: (i) a list of proposed trades packages; (ii) a list of trade subcontractors that will be invited to bid on each such package; and (iii) a narrative description of the process.

C.4.4.5 Bidding

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

C.4.4.6 Value Engineering and Scope Assessment

By using an integrated project delivery method it is critical to DCPL, that during entire project evolution the design to budget agreed to in contract define the project scope. Through all project phases, the Design-Build Team shall meet with and inform DCPL’s representatives of any scope alignment needed to keep the Project costs within the design to budget. Therefore based on the trade bids, the Design-Build Team shall prepare a written report of any suggested value engineering strategies that benefit DCPL as savings to allow for additional scope/quality of work not previously included within the Project. Any updated renderings and designs shall be at no additional fee.

C.4.4.7 GMP Formation

C.4.4.7.1 Based on any scope modifications and approved changes in the design to budget, the Design-Build Team shall prepare and submit to DCPL a GMP proposal. The Design-Build Team's GMP proposal shall represent the Design-
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Build Team’s offer to Fully Complete the Project. The GMP proposal shall include:

C.4.4.7.1.1 A detailed construction budget specifically calling out any (not to exceed) allowances included in the GMP;

C.4.4.7.1.2 A detailed CPM schedule;

C.4.4.7.1.3 A listing of the drawings upon which the GMP is based;

C.4.4.7.1.4 A CBE utilization plan; and

C.4.4.7.1.5 A written statement of any assumptions or clarifications upon which the GMP is based, without exposing DCPL to cost change risks during construction.

C.4.4.8 Abatement and Demolition

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

C.4.4.9 Additional Preconstruction Services

In addition to those items enumerated above, the Design-Build Team 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, permitting, shop-drawings, and the ordering of long-lead materials.

C.4.4.10 Deliverables. The following deliverables are required during the Design and Preconstruction Phase. In the event that the Design-Build Team fails to provide any deliverable listed below, the Design-Build Team shall forfeit its Preconstruction Fee.

C.4.4.10.1 Detailed schedule and cost estimates;

C.4.4.10.2 List of long lead items and recommendations for purchase;
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C.4.4.10.3 List of subcontractors from which the Design-Build Team intends to solicit bids and bid procedures;

C.4.4.10.4 Trade bid tabulations;

C.4.4.10.5 Report outlining value engineering strategies; and

C.4.4.10.6 GMP Proposal.

C.5 CONSTRUCTION - PHASE 2

C.5.1 DCPL anticipates that Construction Phase budget will not exceed $11.7M.

C.5.2 Interim Library build-out including fit-out: This work shall start ahead and independently of construction for the new SOW library minimizing the down time required to provide library services to the public.

C.5.3 The Contractor shall construct the Interim Library per approved design; and provide packing and moving services for identified collections from existing Library to Interim location and/or temporary storage location, and subsequently re-pack and relocate from Interim location and/or temporary storage location to the new Library at substantial completion.

C.5.4 The Contractor shall construct the new SOW Library including procurement and installation of FF&E.

C.5.5 The Design-Build Team 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 per approved Schedule. The Construction Phase shall commence upon issuance by DCPL of a Notice to Proceed (NTP) with construction activities. Such work shall generally include the following activities:

C.5.5.1 Mobilization and Site Safety and Security. The Design-Build Team shall take control of the site and install the necessary construction fences, safety barricades and other devices to properly secure the site. It is anticipated that this will occur when the Construction Phase begins. The Design-Build Team’s storage/laydown area will be limited to the limits of disturbance shown on the approved design documents. The Design-Build Team shall provide a safe and efficient site, including taking on all responsibilities DCPL would typically have while Library is in operation such as snow removal off of sidewalk etc.
Controlled access shall be required. The Design-Build Team shall be responsible for site security. The Design-Build Team shall also be responsible for removing all construction debris off site in accordance with all applicable rules and regulations of those jurisdictions having authority. The Design-Build Team shall be required to provide wheel washing stations on site so as to prevent the accumulation of dirt and other refuse on the streets surrounding the project site.

C.5.5.2 **Permitting fee.** The Design-Build Team shall be responsible for paying all permits and fees associated with any abatement, demolition, utilities abandonment, and utility relocation, if necessary. The Design-Build Team shall also be responsible for securing and paying for any and all other required permits, including but not limited to trade permits and a building permit.

C.5.5.3 **Trade Work/Subcontracts.** It is contemplated that all or nearly all of the work will be performed by trade subcontractors under written subcontracts to the Design-Build Team. The Design-Build Team will not be permitted to self-perform work unless authorized by DCPL.

C.5.5.4 The Design-Build Team shall be responsible for the consumption and costs of all temporary power/utilities used during the construction of the Project, including, but not limited to, the cost of installing such temporary wiring as may be required to bring power to the site. The Design-Build Team shall also be responsible for the cost of all temporary construction necessary on the site. Design Build Team shall also be responsible for maintaining safe site access including but not limited to snow removal along sidewalks. All responsibility and related cost typical for facilities maintenance shall be Contractor’s responsibility during construction until beneficial occupancy.

C.5.5.5 In order to properly manage the Project, the Design-Build Team shall undertake the following tasks:

C.5.5.1 Participate and assist in project/planning meetings;

C.5.5.2 Provide and maintain a fully equipped office on-site to perform all required Design-Build Team duties;

C.5.5.3 Maintain full-time, on-site construction supervision and provide daily inspections, quality control, monitoring and coordination of various trades, record drawings, and daily work log;
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C.5.5.5.4 Conduct weekly progress meetings following a contractor generated agenda with the Program Manager and all trades;

C.5.5.5.5 Provide general safety and signage and posting for the project and see that each subcontractor prepares and submits adequate safety program and monitoring throughout the project;

C.5.5.5.6 Provide a written monthly report that includes (i) an updated schedule analysis, (ii) an updated cost report, and (iii) a monthly review of cash flow;

C.5.5.5.7 Manage the change order process with the trade subcontractors to verify validity, purpose, and cost;

C.5.5.5.8 Prepare payment requests, verify accuracy and forward for approval and payment;

C.5.5.5.9 Provide assistance to the DCPL through any applicable warranty periods.

C.5.6 The Design-Build Team shall prepare and submit at close-out a complete set of O&M manuals, warranties, etc. The Contractor shall provide training to designated DCPL staff, both hands-on and via video, for maintenance of all HVAC, MEP and lighting systems. The Design-Build Team shall also provide DCPL with a complete set of its Project files, including, but not limited to, shop drawings and record drawings, etc. at close out so as to assist DCPL in operating the site.

C.6 TIME IS OF THE ESSENCE

The Interim Library and New SOW Library must be substantially complete within durations approved per contract schedule. As such, the Design-Build Team shall dedicate such personnel and other resources as are necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner with a one (1) year warranty. Punch list activities may continue after that date provided that such activities do not extend more than sixty calendar (60) days past the Project’s substantial completion date. The Design-Build Team shall coordinate such work with DCPL personnel needed to accommodate DCPL’s requirements in getting the libraries ready for occupancy.

C.7 KEY PERSONNEL
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C.7.1 In its proposal, each Offeror shall identify its key personnel. Key personnel shall include, at a minimum, the following individuals: (i) Project Executive; (ii) the key Project Manager(s); (iii) the Design Principal(s); (iv) the Project Architect; (v) key MEP and Structural Engineers; and (vi) Energy/Sustainability Consultant experienced in delivering NZEB projects.

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

C.7.3 In addition, DCPL will have the right, in its sole discretion, to remove, replace or to reduce the scope of services of the Design-Build Team in the event that a member of the Key Personnel has been removed or replaced by the Design-Build Team without the consent of DCPL. In the event DCPL exercises the right to remove, replace or to reduce the scope of services of the Design-Build Team, DCPL shall have the right to enforce the terms of this Agreement and to keep-in-place those members of the Design-Build Team’s team not removed or replaced and the remaining members shall complete the services required under this Agreement in conjunction with the new members of the Design-Build Team’s team approved by DCPL.

C.8 LICENSING, ACCREDITATION AND REGISTRATION

The Design-Build Team and all of its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract. Without limiting the generality of the foregoing, all drawings shall be signed and sealed by a professional architect or engineer licensed in the District of Columbia.
C.9 CONFORMANCE WITH LAWS

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

C.10 BUY AMERICAN ACT COMPLIANCE

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

C.11 APPRENTICESHIP ACT

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

C.12 OWNERSHIP OF DESIGN DOCUMENTS

C.12.1 Regardless of whether the Project is completed, any Design Documents prepared by the Design-Build Team and the architectural and engineering consultants engaged by the Design-Build Team and all other documents created in association with the Project shall become the sole property of DCPL upon full payment of Design-Build Team’s fees then due under this Agreement, and shall not be used by the Design-Build Team or its sub-consultants on other projects, or for additions to this Project outside the scope of the work, without the specific written consent of DCPL. However, DCPL expressly acknowledges and agrees that the documents to be provided by the Design-Build Team under this Agreement will contain design details, features and concepts including some from the Design-Build Team’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 the Design-Build Team. These details are repetitive in nature, not Project specific, function rather than form-oriented, and were not developed for or identifiable with the Project. Nothing herein shall be construed as a limitation on the Design-Build Team’s absolute right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.
C.12.2 DCPL will be under no obligation to account to the Design-Build Team for any profits obtained by DCPL as a result of the Project, or the use of such drawings, specifications and other documents in connection with the Project. In the event the resulting contract with the Design-Build Team is terminated prior to completion of the Project or the Design-Build Team is unable to complete this Project for any reason, DCPL will have the right to use without the Design-Build Team’s consent, and the Design-Build Team shall deliver to DCPL and/or its designee within two (2) calendar days after such termination or inability, all such drawings, specifications and other documents as well as design concepts and details in connection with the Project or necessary for DCPL’s completion of this Project (including subsequent phases thereof), so long as DCPL has paid the Design-Build Team all fees then owed to the Design-Build Team under the contract. Any other use shall be at DCPL’s sole risk and without liability to the Design-Build Team or the Design-Build Team’s consultants.
SECTION D – PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SUPPLIES AND SERVICES


E.2 INSPECTION AND ACCEPTANCE

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

E.3 ACCEPTANCE CRITERIA

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

F.1 PERIOD OF PERFORMANCE

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

F.2 FIRST SOURCE REQUIREMENT

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

F.3 EQUAL EMPLOYMENT OPPORTUNITY AND HIRING OF DISTRICT RESIDENTS

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

G.1 CONTRACTING OFFICER

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

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

G.2 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

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

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

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 CPO as to the Design-Build Team's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract. The CA for the Project is:
G.3.2 It is understood and agreed that the CA shall not have authority to make changes in the scope of work or terms and conditions of the contract.

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

G.4 INVOICE PAYMENT

G.4.1 The District will make payments to the Design-Build Team, upon the submission of proper invoices or vouchers, at the prices stipulated in specific Task Order for services performed and accepted, less any discounts, allowances or adjustments provided for in the contract. The District will pay the Design-Build Team on or before the 30th day after receiving a proper invoice from the Design-Build Team (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 Design-Build Team shall be paid based on satisfactory performance at the price specified in the contract.

G.6 INVOICE SUBMITTAL

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

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

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

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

G.6.2.2 Contract number and invoice number;

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

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

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

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

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

G.6.2.8 Authorized signature.

G.7 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.7.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement, final request for payment must be accompanied by the report or a waiver of compliance discussed in H.3.7.
G.7.2 No final payment shall be made to the Design-Build Team until the CFO has received the CO’s final determination or approval of waiver of the Design-Build Team’s compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement.

G.8 ASSIGNMENTS

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

H.1 PUBLICITY

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

H.2 FREEDOM OF INFORMATION ACT

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

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

H.3.1 The Design-Build Team 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.
The Design-Build Team shall enter into and maintain, during the term of the contract, a First Source Employment Agreement in which the Design-Build Team 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.

The Design-Build Team 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.

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

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

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

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

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

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

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

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

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

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

H.4 DEPARTMENT OF LABOR WAGE DETERMINATION

The Design-Build Team shall be bound by the Wage Determination No. 2015-4281 Revision 3, dated 4/8/2016 issued by U.S. Department of Labor in accordance with the Service Contract Act of 1931, as amended (41 U.S.C. 351 et seq.) incorporated herein as Attachment J.2. The Design-Build Team shall be bound by the wage rates for the term of the contract. The applicable Davis Bacon Wage Determination will be issued to the successful Offeror prior to development of the GMP for both the Interim and New SOW Library.

H.5 AUDITS, RECORDS, AND RECORD RETENTION

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

H.5.2 The Design-Build Team shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

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

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

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

H.6 LIQUIDATED DAMAGES

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

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

H.7.1 The DCPL mentor-protégé program is designed to match prime contractors with local, small, disadvantaged business enterprises certified by DSLBD.

H.7.2 The program allows prime contractors, serving as mentors, to provide assistance to certified local, small, disadvantaged business enterprise firms, serving as protégés, to improve their ability to successfully compete for other contracts.

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

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

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

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

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

(e) Other relevant reasons.

WAY TO WORK AMENDMENT ACT OF 2006

H.8.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 et seq.) ("Living Wage Act of 2006"), for contracts for services in the amount of $100,000 or more in a 12-month period.

H.8.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.8.3 The Contractor shall include in any subcontract for $15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.8.4 The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
The Contractor shall provide a copy of the Fact Sheet included herein as Attachment J.5 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice included herein as Attachment J.4 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for $15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

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

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

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

Contracts or other agreements that are subject to higher wage level determinations required by federal law;

Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;

Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;

Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
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H.8.8.7 Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

H.8.8.8 Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));

H.8.8.9 Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

H.8.8.10 Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.8.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.
SECTION I - CONTRACT CLAUSES

1.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS


1.2 CONTRACTS THAT CROSS FISCAL YEARS

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

1.3 CONFIDENTIALITY OF INFORMATION

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

1.4 TIME

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

1.5 RIGHTS IN DATA

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

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

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 Design-Build Team hereby acknowledges that all data, including, without limitation, computer program codes, produced by Design-Build Team for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Design-Build Team hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Design-Build Team agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Design-Build Team agrees not to assert any rights in common law or in equity in such data. The Design-Build Team shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
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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;

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 Design-Build Team with the following legend:

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. ______________________________

With ______________________________ (Design-Build Team's Name);

and

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

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

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

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

I.5.10 The Design-Build Team shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or
based upon libelous or other unlawful matter contained in such data.

I.5.11 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

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

I.6 OTHER CONTRACTORS

The Design-Build Team 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 SUBCONTACTS

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

I.8. INSURANCE

I.8.1 The Design-Build Team 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.
Commercial General Liability Insurance. Commercial General Liability Insurance with policy limits of not less than One Million Dollars ($1,000,000) for each occurrence and not less than Two Million Dollars ($2,000,000) in the aggregate for bodily injury and property damage. Such insurance shall (within the limits of the insurance required above):

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

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

Worker’s Compensation. The Design-Build Team shall procure and carry Statutory Workers’ Compensation and Disability Benefits Insurance and any other insurance required by law covering all persons employed by Design-Build Team, contractors, subcontractors, or any entity performing work for the Design-Build Team 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.

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

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

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

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

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

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
(4) Contract attachments other than the Standard Contract Provisions
(5) Design-Build Team’s BAFOs (in order of most recent to earliest)
(6) Design-Build Team’s Proposal
(7) RFP as amended

BONDS

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

Contractor’s Payment and Performance Bond. The Design-Build Team shall post a payment and performance bond having a penal value equal to the GMP amount for both the Interim and New SOW Library at the time the GMP Amendment is executed.
The following list of attachments are incorporated into the solicitation.

<table>
<thead>
<tr>
<th>Attachment Number</th>
<th>Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>J.1</td>
<td>Government of the District of Columbia Public Library Standard Contract</td>
</tr>
<tr>
<td></td>
<td>Provisions for Supply, Service, Architect/Engineer and Construction</td>
</tr>
<tr>
<td></td>
<td>Solicitations and Contracts dated October 2009</td>
</tr>
<tr>
<td>J.2</td>
<td>U.S. Department of Labor Wage Determination No. 2015-4281</td>
</tr>
<tr>
<td></td>
<td>Revision No. 3, dated 4/8/2016</td>
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<tr>
<td>J.3</td>
<td>Department of Employment Services First Source Employment Agreement</td>
</tr>
<tr>
<td>J.4</td>
<td>2016 Living Wage Notice</td>
</tr>
<tr>
<td>J.5</td>
<td>2016 Living Wage Fact Sheet</td>
</tr>
<tr>
<td>J.6</td>
<td>Tax Certification Affidavit</td>
</tr>
<tr>
<td>J.7</td>
<td>E.E.O. Information and Mayor’s Order 85-85</td>
</tr>
<tr>
<td>J.8</td>
<td>Past Performance Evaluation Form</td>
</tr>
<tr>
<td>J.9</td>
<td>DSLBD Subcontracting Plan Form</td>
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<tr>
<td>J.10</td>
<td>Cost Price Disclosure Certification Form</td>
</tr>
<tr>
<td>J.11</td>
<td>Form of Offer Letter</td>
</tr>
<tr>
<td>J.12</td>
<td>Existing Conditions Assessment, Hazardous Building Materials Survey,</td>
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<td></td>
<td>Topographic Survey and Preliminary Geotechnical Engineering Study</td>
</tr>
<tr>
<td>J.13</td>
<td>Generic Library Building Program</td>
</tr>
<tr>
<td>J.14</td>
<td>Mentor-Protégé Pilot Program Pilot Agreement Template</td>
</tr>
</tbody>
</table>
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<table>
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<tr>
<th>Attachment Number</th>
<th>Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>J.15</td>
<td>Proposal Bond Form</td>
</tr>
</tbody>
</table>
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF CONTRACTORS

K.1 AUTHORIZED NEGOTIATORS

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


K.2 TYPE OF BUSINESS ORGANIZATION

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

(a) It operates as:

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

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

(b) If the Design-Build Team 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 Design-Build Team for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor’s Order 85-85 and the Office of Human Rights’ regulations, Chapter 11, and agree to comply with them in performance of this contract.

Design-Build Team __________________________ Date ____________

Name __________________________ Title __________________________

Signature __________________________

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

K.4 BUY AMERICAN CERTIFICATION

The Design-Build Team 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 Design-Build Team 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.
CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

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

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

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

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

1) Is the person in the Design-Build Team’s organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:
(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Design-Build Team’s organization);

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

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

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

K.7 TAX CERTIFICATION

Each Design-Build Team 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 Design-Build Team whose offer conforming to the solicitation shall be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

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

L.1.2 Initial Offers

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

L.2 PRE-PROPOSAL CONFERENCE

L.2.1 Interested Design-Build Teams may ask questions about the RFP and selection process at a pre-proposal conference scheduled for November 10 (10:00 a.m.) at the Southwest Library, 900 Wesley Pl SW, Washington, DC 20024.

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 November 17, 2016 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 recommend to the DCPL, CPO, the Offeror(s) whose submission(s) are determined by the source selection official to be the most advantageous to DCPL.

L.4 ORAL PRESENTATIONS

DCPL intends to interview the three (3) highest scored Offerors determined to be in the competitive range after evaluation of initial proposals. For the purpose of interviews, each Offeror within the competitive range shall make an oral presentation to the DCPL CPO, Evaluation Committee, and other stakeholders, and participate in a question and answer session. The purpose of the oral presentation and the question and answer session is to enable the aforementioned to fully understand and assess the qualifications of each Design-Build Team’s understanding of the Project and the overall plan to deliver a high performance state of the art library. Offeror proposal submissions will be re-scored at the conclusion of the oral presentations.

L.4.1 Length of Oral Presentation - Each Offeror will be given up to thirty (30) minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately fifteen (15) minutes to allow time for the DCPL CPO, Evaluation Committee, and other stakeholders to assess the presentation and prepare questions. The Offeror will then respond to questions from the aforementioned for no more than thirty (30) minutes.

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

L.4.3 Offeror Attendees - The oral presentation will be made by the Offeror’s key personnel/discipline leads who will be assigned for this project. Each Offeror should have discipline leads including but not limited to Design-Build Team lead(s) responsible for overall project delivery including schedule and estimation; Principal Architect(s), Designers, Site/Civil/Landscape team leads, MEP Engineers and or Energy/Sustainability Consultant. The roles of the attendees
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at 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 integrated and successful Project delivery.

L.4.4 Topics –The short listed Design-Build Teams may structure the content and format of the presentation to best illustrate their capabilities, special qualifications, design approach and the overall plan to deliver a high performance state of the art library as described within the statement of work of this RFP.

L.5 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.5.1 One (1) original and four (4) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8 ½” x 11” white paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCPL-2017-R-0014, Caption of RFP and Name of Design-Build Team". Offerors shall submit proposals in response to this solicitation in English.

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

L.5.3 Technical Proposal

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

L.5.4 Executive Summary

Each Offer shall provide a summary of the information contained in the following sections.
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L.5.5 General Team Information and Firm(s) Data

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

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

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

B. Description of the principal firm organization and 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 staff.

L.5.6 Volume One: Technical Proposal

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

Transmittal Letter

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

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

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

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

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

Section 6.................................................................Key Personnel & Resumes of the Builder
Section 7. Relevant Experience, Capabilities & References (Including Past Performance Evaluations) of Designer

Section 8. Key Personnel & Resumes of Designer

Section 9. Management Plan

Section 10. CBE Utilization Plan

L.5.8 Volume Two: Price Proposal and Required Documents

Table of Contents

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

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

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

Section 3. Licenses and Reps and Certs

Section 4. First Source Employment Agreement

Section 5. EEO Information Report

Section 6. Subcontracting Plan Form

Section 7. Tax Affidavit

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

L.6.1 Proposal Submission

L.6.1.1 Proposals must be submitted no later than 2:00 p.m. on November 30, 2016 (see page 1, block 9). Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact
local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

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

L.6.1.1.3 The proposal is the only proposal received.

L.6.2 Withdrawal or Modification of Proposals

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

L.6.3 Postmarks

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

L.6.4 Late Modifications

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

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

L.7 EXPLANATION TO PROSPECTIVE CONTRACTORS

If a prospective Design-Build Team has any questions relative to this solicitation, the prospective Design-Build Team shall submit the question in writing to the contact person, identified on page one. The prospective Design-Build Team shall submit questions no later than November 17, 2016 (5:00 p.m.). The District shall not consider any questions received after November 17, 2016 (5:00 p.m.). The District shall furnish responses promptly to all other prospective Design-Build Teams. An amendment to the solicitation shall be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Design-Build Teams. Oral explanations or instructions given before the award of the contract shall not be binding.

L.8 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the DCPL, CPO, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CPO, 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 CPO, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.9 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

L.10 PROPOSALS WITH OPTION YEARS (NOT USED)

L.11 PROPOSAL PROTESTS

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

L.11.2 This section is intended to summarize the protest procedures and is for the convenience of the Design-Build Teams 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 Design-Build Team 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 DCPL, CPO.

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 Design-Build Team'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 Design-Build Teams.

L.15 PROPOSAL COSTS

The District is not liable for any costs incurred by the Design-Build Teams 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 Design-Build Team must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District’s policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).
CERTIFICATES OF INSURANCE

The Design-Build Team shall submit certificates of insurance giving evidence of the required coverages as specified in Section L.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

Diane Wooden  
DCPL, CPO  
901 G Street, NW – 4th Floor  
Washington, DC 20001  
diane.wooden2@dc.gov

ACKNOWLEDGMENT OF AMENDMENTS

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

BEST AND FINAL OFFERS

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

Each proposal must provide the following information:

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

L.20.2 A copy of each District of Columbia license, registration or certification that the Design-Build Team is required by law to obtain. This mandate also requires the Design-Build Team to provide a copy of the executed “Clean Hands Certification” that is referenced in D.C. Official Code §47-2862 (2001), if the Design-Build Team is required by law to make such certification. If the Design-Build Team is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

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

L.21 FAMILIARIZATION WITH CONDITIONS

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

L.22 STANDARDS OF RESPONSIBILITY

L.22.1 The prospective Design-Build Team must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective Design-Build Team 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.

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

L.23 PROPOSAL EVALUATION

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

L.24 RELEVANT EXPERIENCE, CAPABILITIES AND REFERENCES OF THE BUILDER

Each Offeror shall submit the information required by Section M.2.1.

L.25 KEY PERSONNEL OF THE BUILDER

Each Offeror shall submit the information required by Section M.2.2.
L.26 RELEVANT EXPERIENCE, CAPABILITIES AND REFERENCES OF THE DESIGNER

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

L.27 KEY PERSONNEL OF THE DESIGNER

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

L.28 DESIGN-BUILD MANAGEMENT PLAN

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

L.29 CBE UTILIZATION PLAN

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

L.30 PRICE

Each Offeror shall submit the information required by Section M.2.7.
SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible Design-Build Team 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

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.2.1 Factor 1 – Relevant Experience, Capabilities & References of the Builder (0 - 20 Points)

M.2.1.1 DCPL desires to engage a Design-Build team that includes a builder with the experience necessary to realize the objectives set forth in this RFP. In particular, Offerors will be evaluated based on their demonstrated experience in delivering High Performance State of the Art Libraries within approved budget, along an optimized timeline, while maximizing energy, and water conservation strategies. 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.2.1.2 The Offeror shall provide a list of at least 3 projects that the Builder team has completed in the last five (5) years. For each project, clearly & concisely identify name and location of the project; project delivery method; the original contract price; the final contract price; baseline and actual completion dates; completion date; reported/ verified Energy Use Intensity (EUI as kBtu/gsf); note which of the proposed team members worked on the project in the same role as proposed. For purposes of this paragraph, relevant shall mean new construction of libraries or similar facilities where the total project budget exceeded $10,000,000.
M.2.1.3 The Offeror shall include detailed descriptions of no less than 3 projects that best illustrate the Offeror's experience and capabilities relevant to this project. On each project description, please provide all of the following information in consistent order:

i. Project name and location.
ii. Name, address, contact person and telephone number for owner reference.
iii. Brief project description including project cost, square footage, firm's scope of work, and key firm strengths exhibited.
iv. Identification of personnel involved in the selected project who are proposed to work on this project.
v. Project process and schedule data including construction delivery method, and construction completion date (any unusual events or occurrences that affected the schedule should be explained).
vi. Construction cost data including pre-construction budget, and actual construction cost (if actual construction cost exceeds original, please explain why).
vii. Construction phase sustainable initiatives as verified via third party-such as percentage of construction waste diverted from landfill, percentage of cost that accounted for recycled content, and regional materials.
ix. Post occupancy warranty issues and resolution.

M.2.2 Factor 2 – Key Personnel of the Builder (0 - 10 Points)

M.2.2.1 DCPL desires that the Design-Build Team assign to this project personnel who have the necessary experience and professional credentials for the role each such individual is assigned. The availability and experience of the Builder's key personnel assigned to this project will be evaluated as part of this factor. See Section C.7 for the list of key personnel.

M.2.2.2 The Offeror shall set forth in its proposal the names and reporting relationships of the key personnel the Offeror will use to perform the work under the proposed contract. The Offeror's proposal shall include resumes for the proposed Key Personnel and percentage of time each will be devoted to the contract. The resumes shall contain, at a minimum: company name/address; telephone number; points of contact; duties performed by individual personnel;
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dates employed; qualifications; experience; skills; availability; and credentials (education, training and certifications).

M.2.2.3 An Offeror’s overview of proposed Key Personnel is not a resume and will not satisfy this requirement. If a subcontractor or personnel employed by other than the Offeror are proposed, DCPL will only consider those qualifications if a firm commitment is demonstrated with the firm by which they are employed or with the individuals identified. Commitment letters shall be provided with the offer.

M.2.2.4 The Offeror shall also identify whether each proposed personnel is a current full-time employee, current part-time employee, contingent-employee, consultant, subcontractor, or other.

M.2.2.5 Key Personnel shall serve in their specified roles unless DCPL approves of the proposed replacement in writing. See Section C.3.

M.2.3 Factor 3 – Relevant Experience, Capabilities & References of the Designer

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

M.2.3.2 Offerors shall submit at least three (3) similar projects within the last 5 years that best demonstrate the ability of the design team to accomplish the objectives of this RFP—to create a state of art, high performance public library that creates a sense of place and community while exemplifying excellence in sustainable, high performance design and construction. For each project included, the Offeror should include a description with the following information:

i. Project name and location

ii. Name, address, contact person and telephone number for owner reference

iii. Project cost (original and final), square footage, firm’s scope of work, and key firm strengths exhibited during design evolution, construction phase and post occupancy phase.

iv. Highlight (any) notable energy and water conservation strategies that informed design and integrated at the site and (or) building level.
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Highlight (if relevant) the process and timeline for finalizing synergies and (or) trade off’s implemented.

v. Identification of personnel involved in the selected project who are proposed to work on this Project
vi. Project Completion Date
vii. Original Design fee, and subsequent modifications

M.2.4 Factor 4 – Key Personnel of the Designer (0 - 10 Points)

M.2.4.1 DCPL desires that the Design-Build Team assign to this project personnel who have the necessary experience and professional credentials for the role each such individual is assigned. The availability and experience of the design team’s key personnel assigned to this project will be evaluated as part of this factor. See Section C.7 for the list of key personnel. This element of the evaluation will be worth up to ten (10) points.

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

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

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

M.2.4.5 Key Personnel shall serve in their specified roles unless DCPL approves of the proposed replacement in writing. See Section C.7.
M.2.5 Design-Build Management Plan  

M.2.5.1 Offerors shall submit a Design-Build Management Plan. The Management Plan should clearly explain how the Design-Build Team shall structure, and manage, the overall scope and timeline to deliver both the Interim, and the New Library within designed to budget agreed to in the contract form. Among other things, it should explain: (i) how the Design-Build Team will manage design process through all phases including prioritizing needs for both the new SOW Library and the interim, library (ii) how the Design-Build Team will manage regulatory approval process and community engagement while keeping project scope and timeline aligned with the design-to-budget obligations (iii) how will the design-builder manage the engineering & sub consultant coordination for robust integrated deliverables required for each phase; (iii) how the design process will maximize both site and building level energy and water conservation strategies, potentially including onsite geothermal cooling, heating and solar photo voltaic panels; and (iv) how the Offeror plans to provide constructability reviews, conduct & solicit bids for the work and manage the GMP formation within design to budget obligations.

M.2.5.2 The Management Plan should also: (v) identify the key personnel and their specific roles in managing the Project; (vi) identify the key milestone dates and provide a narrative of the sequencing of activities and how the milestone dates will be achieved; (vii) describe the cost control management structures that will be used to ensure the Project is delivered on-budget; and (viii) identify the key challenges inherent in the project and explain how they will be overcome or mitigated.

M.2.5.3 The Department will also consider the experience that the Design-Build Team and its team members have working together on similar projects.

M.2.6 CBE Utilization Plan  

DCPL desires the selected Design-Build Team to provide the maximum level of participation for Local, Small and Disadvantaged Business Enterprises as well as employment opportunities for District of Columbia residents. Offerors shall submit a LSDBE Utilization Plan that describes demonstrated past LSDBE utilization experience and/or how this goal will be met.
M.2.7 Price (0 – 15 Points)

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

Lowest Price Proposal

\[ \frac{\text{Price of Proposal Being Evaluated}}{\text{Lowest Price Proposal}} \times 15 = \text{Evaluated Price Score} \]

M.2.8 Preference Points

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

Total possible points = 112

M.3 EVALUATION OF PROMPT PAYMENT DISCOUNT

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

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

M.4 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

M.4.1 Application of Preferences

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

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

M.4.1.2 Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.

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

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

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

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

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

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

M.4.1.9 Mentor – Protégé Preference

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

M.4.2 Maximum Preference Awarded

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

M.4.3 Preferences for Certified Joint Ventures

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

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

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

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

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

M.4.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirement
M.5  SLDBE PARTICIPATION

M.5.1  Mandatory Subcontracting Requirement

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

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

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

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

M.6  CERTIFIED BUSINESS ENTERPRISES PRIME CONTRACTOR PERFORMANCE REQUIREMENTS

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

M.6.2  If the total of the contracting effort, excluding the cost of materials, goods and supplies, proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two years.
M.7 PRIME CONTRACTOR PERFORMANCE REQUIREMENTS APPLICABLE TO JOINT VENTURES

M.7.1 If a certified joint venture is selected as a prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, the certified business enterprise partner of the joint venture shall perform at least 50% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if the joint venture subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods and supplies, shall be with certified business enterprises.

M.7.2 If the total of the contracting effort, excluding the cost of materials, goods, and supplies, proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two (2) years.

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

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

M.9 SUBCONTRACTING PLAN

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of Section M.5. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its offer, a notarized statement detailing its subcontracting plan. Offers responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror is required to subcontract in accordance with the provisions of Section M.5, but fails to submit a subcontracting plan with its offer. Once the plan is approved by the CPO, changes to the plan will only occur with the prior written approval of the CPO and the Director of DSLBD. Each subcontracting plan shall include the following:
M.9.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

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

M.9.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

M.9.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

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

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

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

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

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

M.10 COMPLIANCE REPORTS

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

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

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

M.10.1.3 The name and address of the business enterprise from which the goods were procured or services contracted;

M.10.1.4 Whether the subcontractors to the contract are currently certified business enterprises;

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

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

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

M.11 ENFORCEMENT AND PENALTIES FOR BREACH OF SUBCONTRACTING PLAN

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

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

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

M.12 RESIDENCY HIRING REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS

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

M.12.2 In addition, the selected Design-Build Team shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, including by not limited to the Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, and the rules and regulations promulgated thereunder, including, but not limited to the following requirements:

a. At least 20% of journey worker hours by trade shall be performed by District residents;

b. At least 60% of apprentice hours by trade shall be performed by District residents;

c. At least 51% of the skilled laborer hours by trade shall be performed by District residents; and

d. At least 70% of common laborer hours shall be performed by District residents.

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

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