City of Alexandria, VA

The Seal of the City of Alexandria may not be used on any materials in response to this Invitation/Request without written permission from the Purchasing Agent, or unless the requirements of this Invitation/Request specifically call for the Seal to be incorporated in the response.

Request for Proposals (RFP)

Waterfront Implementation Project

RFP1047

THIS RFP REPRESENTS THE SECOND STEP OF A TWO-STEP PROCUREMENT PROCESS. ONLY THE RESPONDENTS THAT WERE SHORTLISTED AS A RESULT OF THE FIRST STEP OF THE PROCUREMENT PROCESS ARE ELIGIBLE TO RESPOND TO THIS RFP.

In accordance with Code of Virginia § 2.2-4343.1, the City of Alexandria does not discriminate against faith-based organizations in the performance of its purchasing activity.

NOTICE

PROPRIETARY/CONFIDENTIAL INFORMATION

Any records submitted to the City of Alexandria, VA (City) are available for inspection and copying upon request by any person or entity pursuant to the Virginia Freedom of Information Act. **Any records the vendor believes to be exempt from disclosure shall be specifically identified by the vendor on the submitted documents. The vendor may designate documents as trade secrets or proprietary information exempt from disclosure when submitting documents; however, designating the entire submission, prices, or any portion of the submission that does not contain trade secrets or proprietary information is prohibited by Virginia law. The vendor agrees to indemnify and hold harmless the City for loss, cost or expense resulting in whole or in part from any such identification or any denial of inspection based thereon.**

Anticipated Timeline Overview

Listed below are the tentative timeframes for events related to the RFP and the City's due diligence process. The activities with specific dates must be completed as indicated unless otherwise changed by the City. The City reserves the right to modify any timeframe or deadline in the RFP by issuing a written amendment.

Event	Timeframe
RFP Issuance	2/21/2023
Draft Interim Agreement and Draft Comprehensive Agreement Comments Due Date and Time	3/3/2023 11:00 AM EST
Legal Proprietary Meetings	Week of March 6, 2023
Deadline for Receipt of Respondent Questions	3/27/2023
Technical Proprietary Meetings (Optional)	Week of March 20, 2023
City Issues Responses to Respondent Questions via Amendment	4/3/2023
Proposal Due Date and Time	4/14/2023 11:00 AM EST
Interviews	April 25 – 28, 2023
Public Hearing on Proposals (as required per PPEA)	5/13/2023
City Council Authorization of Interim Agreement (anticipated)	6/13/2023
Execution of Interim Agreement (anticipated)	6/20/2023

DUE TO COVID CONCERNS

All Proposals shall be submitted electronically. Submit them through the City's enterprise resource planning (ERP) system at https://service.alexandriava.gov/MSS/Vendors/default.aspx. **Proposals sent by mail or by hand will not be accepted.**

All documents submitted shall be in PDF format. If a document is not in PDF format the City may determine that the Respondent is non-responsive.

TABLE OF CONTENTS

1 BACKGROUND 1
1.1 INTRODUCTION 1
1.2 PROJECT BACKGROUND 1
1.3 PROJECT DELIVERY AND PROCUREMENT 2
1.3.1 APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTIVE 3
1.4 PROCUREMENT AUTHORITY AND CONTRACTING METHOD 3
1.5 DEFINED TERMS 4
1.6 CITY-FURNISHED INFORMATION 4
1.7 CONCEPTUAL DESIGN REPORT 5
1.8 INTERIM AND COMPREHENSIVE AGREEMENTS 5
1.9 PREVAILING WAGE ORDINANCE 6
1.10 STATE AND FEDERAL REQUIREMENTS 6
1.10.1 DBE/SWAM Requirements 6
2 PROJECT OVERVIEW 7
2.1 PROJECT SCOPE, BUDGET, AND SCHEDULE 7
2.1.1 DCR CFPF Grant Implications 7
2.1.2 Federal Grant Implications 8
2.2 PROJECT OBJECTIVES AND CONSTRAINTS 10
3 DESIGN-BUILD SERVICES 12
4 PROPOSAL SUBMISSION REQUIREMENTS 13
4.1 SUBMITTAL PLACE AND DEADLINE 13
4.2 SUBMISSION FORMAT 13
4.3 SUBMISSION CONTENT 14
4.3.1 Transmittal Letter 14
4.3.2 Part 1 – Project Team 15
4.3.3 Part 2 – Project Approach 18
4.3.4 Appendix A – Forms for Affirmation of Compliance 19
4.3.5 Appendix B – Resumes, Licenses and Certifications 19
4.3.6 Appendix C – Initial 90-Day Schedule 19
4.3.7 Cost Proposal 19
5 PROPOSAL EVALUATION AND DESIGN-BUILDER SELECTION 21
5.1 GENERAL 21
5.2 PROPOSAL RESPONSIVENESS REQUIREMENTS 21

5.3 PROPOSAL EVALUATION CRITERIA 21
5.4 PROPRIETARY MEETINGS 22
5.5 INTERVIEWS 23
5.6 DESIGN-BUILDER SELECTION 23
6 CONDITIONS FOR RESPONDENTS 24
6.1 COMPLIANCE WITH APPLICABLE LAW 24
6.2 SEVERABILITY 24
6.3 WITHDRAWAL OF SOQ OR PROPOSAL 24
6.4 REQUIREMENTS FOR REGISTRATION OF DESIGNERS 24
6.5 LICENSING 25
6.6 INELIGIBLE FIRMS AND INDIVIDUALS 25
6.7 WAIVER OF INFORMALITIES 25
6.8 SOQ OR PROPOSAL SUBMISSION AND PRESENTATION COSTS 25
6.9 COMPLIANCE WITH THE SOQ OR PROPOSAL 25
6.10 CONDITIONAL SOQs OR PROPOSALS 26
6.11 CONFLICT OF INTEREST 26
6.12 CONFIDENTIAL INFORMATION 26
6.13 RIGHTS RESERVED BY THE CITY 27
6.14 OBLIGATION TO KEEP PROJECT TEAM INTACT 27
6.15 ADDENDA 28
6.16 PROTESTS AND APPEALS 28
Attachment A 29
Definition of Terms 29
Attachment B 31
Forms for Compliance 31
Attachment C 44
Draft Interim Agreement 44
Attachment D 45
Cost Proposal Forms 45

1 BACKGROUND

1.1 INTRODUCTION

The City of Alexandria, Virginia, is an urban community of 15.75 square miles with population of 160,000. With its stable residential neighborhoods, its historic districts, and its proximity to Washington, D.C., the City continues to attract new residents, tourists, and businesses.

1.2 PROJECT BACKGROUND

The 2012 City of Alexandria (City) Waterfront Small Area Plan (SAP) details the City's vision for the Potomac Riverfront, providing pedestrian connectivity, an improved park system, and flood mitigation. Following the SAP, the City approved a schematic landscape and flood mitigation concept in 2014, prioritized capital budget investments in 2015, and commissioned preliminary engineering design from 2016 to 2019.

Intending to utilize progressive design-build, in March 2020, the City retained Carollo Engineers, Inc., Inc. (Carollo) to provide Owner's Advisory (OA) services in support of the Waterfront Implementation Project (Project). Initial tasks set out to review and confirm the proposed project scope, identify potential value engineering opportunities, and incorporate modern resiliency concepts. Figure 1 documents the City's preferred project alternative, which seeks to:

- Mitigate heavy rainfall flooding by building new, capacity-increasing civil infrastructure (e.g., inlets, pipes, storage, and pumps) to manage the target design storm.
- Eliminate tidal backflow flooding, which occurs when the Potomac River elevation exceeds the street elevation of stormwater inlets or manholes, and river water backs up through the stormwater outfalls onto area streets.
- Address the most frequent episodes of storm surge flooding, which occurs when the Potomac River elevation exceeds the existing shoreline infrastructure (comprised of a structural bulkhead, riprap, and a concrete slope).
- Investigate and include additional deployable flood mitigation technology to protect against larger flood events where feasible and affordable.
- Replace aging or failed bulkheads and shorelines where feasible and affordable.
- Incorporate space-making elements where possible to deliver on the goals of the Waterfront Small Area Plan.

The initial project scope must be completed within the Design-Builder's budget of approximately $85 million. Additional scope may be incorporated pending any additional grant awards, such as from the Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure and Communities (BRIC) program.

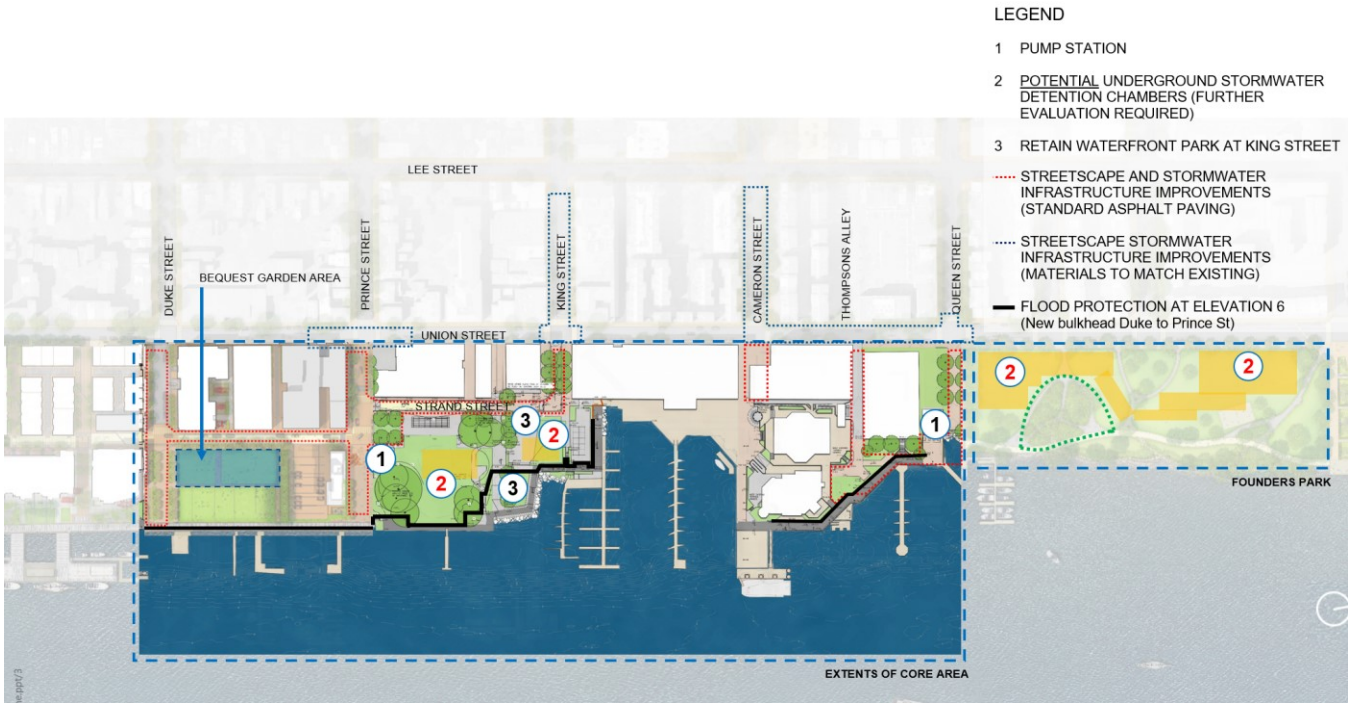

Figure 1 - Preferred Project Alternative

1.3 PROJECT DELIVERY AND PROCUREMENT

The City has determined that it will deliver the Project through the Public-Private Education Facilities and Infrastructure Act of 2002 (Va. Code § 56-575 et seq.) (PPEA) and the Public-Private Education Facilities and Infrastructure Act Guidelines adopted and issued by the City (PPEA Guidelines) to implement the PPEA. The specific delivery method that will be used under the PPEA and the PPEA Guidelines will be a two-step progressive design-build (PDB) process, which will result in the selection of an entity that will serve as the Design-Builder for the Project.

This Request for Proposals (RFP) represents the second step of the procurement process and establishes the process for soliciting and evaluating Proposals from those entities shortlisted as part of the RFQu process (Shortlisted Respondents or Respondents). Only the following Shortlisted Respondents, listed in alphabetical order, are invited to submit a Proposal in response to the RFP:

- Kiewit Infrastructure Co.
- Skanska USA Civil Southeast Inc.
- Whiting Turner.

The Proposals will be reviewed and evaluated in accordance with the provisions of this RFP to select a preferred Design-Builder to negotiate an Interim Agreement with City. The award and execution of the Interim Agreement for the Project will be subject to the terms and conditions of the RFP.

Respondents must be thoroughly familiar with the scope of work and performance requirements discussed in this RFP and associated attachments. The City may reject any Proposal that fails to demonstrate such familiarity. In no event will the City be liable for any costs incurred by any Respondent or any other party in developing or submitting a Proposal.

1.3.1 APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTIVE

A. The following individual is appointed as the Contracting Officer's Representative (COR):

Terry A. Suehr, PE, PMP, DBIA, Director
Department of Project Implementation
301 King Street, Rm. 3200
Alexandria, VA 22314
P: 703-746-4036
E: terry.suehr@alexandriava.gov

B. The following individual is appointed as the Contracting Officer's Technical Representative (COTR):

Matthew Landes, PLA, CCM, ISA, Portfolio Manager / Division Chief
Department of Project Implementation
301 King Street, Rm. 3200
Alexandria, VA 22314
P: 703-746-4122
E: matthew.landes@alexandriava.gov

C. The following individual is appointed as the following Contracting Officer (CO):

Wynndell Bishop, Purchasing Agent
100 North Pitt Street, Suite 301
Alexandria, VA 22314
P: 703-746-4697
E: wynndell.bishop@alexandriava.gov

After award, all correspondence shall be coordinated through the designated COTR for the Project.

1.4 PROCUREMENT AUTHORITY AND CONTRACTING METHOD

Through Ordinance No. 5369, enacted on September 18, 2021, the City amended Section 3-3-2 of Article A (GENERAL PROVISIONS) of Chapter 3 (Purchases and Contractual Services) of Title 3 (FINANCE, TAXATION AND PROCUREMENT) of the Code of the City of Alexandria, Virginia, 1981, to enable the City to use the PPEA. Both the PPEA and the PPEA Guidelines allow the City to use contractual arrangements such as PDB.

Consistent with the PPEA and PPEA Guidelines, the City intends to execute an Interim Agreement between the private entity (i.e., Design-Builder) and public entity (i.e., City) for Phase 1 Services (preliminary services). It is further contemplated that after the performance of the Phase 1 Services, and agreement between the City and Design-Builder on the commercial arrangements for the Phase 2 Services (final design and construction), the City and Design-Builder will enter into a Comprehensive Agreement for such that is executed between entities for the performance of the Phase 2 Services.

The Phase 1 and Phase 2 Services are generally described as follows:

- **Phase 1 (Preliminary Services):** The Phase 1 Services have been subdivided into Phase 1A and Phase 1B Services, with the primary goal of Phase 1A being to develop an agreed-upon Basis of Design to enable the Project to obtain a Concept Plan approval under the City's Development Review Process based on the Project's scope and budget. Phase 1A Services will generally provide for the Design-Builder to: (a) perform site investigations; (b) perform a cost-benefit analysis of various project scoping items to develop a basis of design and initial cost estimate for the Project; and (c) prepare, submit, and negotiate a commercial proposal for Phase 1B Services, including a time and materials not to exceed. Phase 1B Services will generally provide for the Design-Builder to: (a) develop the design and update the open book cost models at specific milestones such as 30 percent, 60 percent, etc.; (b) perform pre-construction services, including but not limited to the NEPA process and approvals, permitting, constructability reviews and project sequencing, and risk management; and (c) prepare, submit, and negotiate a commercial proposal for Phase 2 Services, including either a lump sum or a Guaranteed Maximum Price (GMP) for Phase 2 Services. A condition precedent to the commencement of Phase 2 will be agreement between the City and Design-Builder on the commercial arrangements for Phase 2 Services. The City is considering what, if any, early work packages will be issued during Phase 1.
- **Phase 2 (Final Design and Construction):** Phase 2 Services will generally provide for the Design-Builder to complete the entirety of the Project's design, permitting, and construction, as well as perform post-construction tasks, such as commissioning and performance testing.

1.5 DEFINED TERMS

The capitalized terms in this RFP have the meanings as first used in the text of this RFP and as defined in Attachment A (Definition of Terms).

1.6 CITY-FURNISHED INFORMATION

Certain project background documents are being made available in Exhibit 2.5.1 to the Interim Agreement (Attachment C) for the purpose of preparing Proposals. The City is providing these documents only for the purpose of preparing Proposals for the Project and does not confer a license or grant for any other use. The City makes no representation as to the accuracy or completeness of any of the information included in the City-Furnished Information.

1.7 CONCEPTUAL DESIGN REPORT

The Conceptual Design Report is classified as City-Furnished Information and is included in Exhibit 2.5.1 in the Interim Agreement (Attachment C) for the purpose of preparing Proposals. The Conceptual Design Report is being provided to: (a) provide sufficient information to convey the intent, goals, criteria, and objectives of the Project; and (b) permit the Shortlisted Respondent to: (i) assess the scope of work and the risk involved with the Project; and (ii) submit a proposal. Proposals must be based upon compliance with the requirements identified in the Conceptual Design Report, provided, however, that to the extent that the Conceptual Design Report includes design approaches to the Project, such approaches are not intended to constrain Shortlisted Respondent from developing its own design approach. The City's Project Criteria expressed in the Conceptual Design Report, and included under the Comprehensive Agreement (Exhibit 1.1(a) of the Interim Agreement in Attachment C), are considered prescriptive requirements that the Design-Builder may rely upon as provided in the Interim Agreement.

Respondents shall promptly report in writing to the City any conflict, ambiguity, or discrepancy that Respondent discovers in the Conceptual Design Report. The City shall not have any responsibility for errors or misrepresentations resulting from a Shortlisted Respondent's use of an incomplete set of the Conceptual Design Report, or failure to comply with the Conceptual Design Report as stated herein.

1.8 INTERIM AND COMPREHENSIVE AGREEMENTS

The Respondent understands that neither this RFP nor the Proposal shall constitute a contract with the City. No contract is binding or official until Proposals are reviewed and accepted by appointed City staff; approved through the appropriate levels of authority within the City; and an official contract is duly executed by the City and the successful Respondent.

RFP Attachment C contains the proposed form of the Interim Agreement and Comprehensive Agreement for the Project. Each Shortlisted Respondent shall review these proposed documents and provide comments regarding any aspect of the documents about which it has any concern, including terms that it considers ambiguous or which it believes should be modified. **Such comments shall be submitted to the** Contracting Officer using the Draft Agreement Comments Form provided in RFP Attachment B (Forms for Affirmation of Compliance) **no later than the Draft Interim Agreement and Draft Comprehensive Agreement Comments Due Date and Time.** The City will review all comments received and, if it deems appropriate, in its sole discretion, may modify such document through an Addendum by providing a revised draft Interim Agreement and/or draft Comprehensive Agreement.

Respondents are on notice that the draft Interim Agreement and draft Comprehensive Agreement that is in place as of the Proposal Due Date and Time (i.e., draft Interim Agreement and draft Comprehensive Agreement provided with RFP with any addenda items incorporated) is the form upon which Shortlisted Respondent shall base its Proposal.

Proposals shall be submitted without reservations, qualifications, conditions or assumptions. Any Proposal that assumes or would require changes to the draft Interim Agreement and/or draft Comprehensive Agreement may result in the City's rejection of the Proposal as non-responsive.

1.9 PREVAILING WAGE ORDINANCE

The Project is required to comply with the recently adopted City Ordinance 5465 that stipulates that "each contract for construction greater than $250,000 shall require that the bidders, offerors, contractors, and subcontractors pay wages, salaries, benefits, and other remuneration to any mechanic, laborer, or worker employed, retained, or otherwise hired to perform services in connection with the construction contract at or above the prevailing wage rate." Shortlisted Respondent shall review City Ordinance 5465 in its entirety to assess the implications to the Project and the Work.

1.10 STATE AND FEDERAL REQUIREMENTS

The RFP and Agreement are drafted based on the assumption that the Project and its plan of finance will remain eligible for aid in the form of federal and state funds. . Refer to the Agreement for specific federal and state requirements applicable to the Project. If awarded federal funds, certain other requirements may be incorporated into the Agreement such as Build America, Buy America Act (BABAA) requirements if applicable.

It is the City's intent that the RFP documents, and the procurement itself, afford all Shortlisted Respondents nondiscriminatory bidding procedures regardless of national, state, or local boundaries and without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

1.10.1 DBE/SWAM Requirements

In alignment with the City's goals related to equitable and affirmative contracting methodologies, and to preserve the Project's eligibility for state and federal funds, this solicitation is subject provisions detailed in Title 2 CFR Part 200 Subpart D Procurement Standards (§ 200.318 through 327), regarding minority businesses, women's business enterprises, and labor surplus area firms. In the Commonwealth of Virginia, these requirements are collectively known as Disadvantaged Business Enterprises (DBE) and Small, Women-owned, and Minority-owned Business (SWaM).

Shortlisted Respondents shall be fully informed of these City goals and regulations. The Design-Builder shall make good faith efforts, i.e., take all necessary affirmative steps as defined in 2 CFR § 200.321, to meet the DBE/SWaM goals and to ensure that DBE/SWaMs have the maximum opportunity to compete for and perform on this Work. Shortlisted Respondents are advised of the sources of state and federal funds described in Section 2.0 of this RFP are secured, or are anticipated to be secured, for the Project, and the Design-Builder shall be required to comply with the provisions and requirements of these funding sources including those for DBE/SWaMs.

The City has established the following DBE/SWaM goals for each Project Phase <u>which shall apply whether or not of any additional federal funding is awarded</u>:

- For Phase 1 Services, inclusive of Phase 1A and Phase 1B, the DBE/SWaM goal is five percent (5%).
- For Phase 2 Services, the DBE/SWaM goal is fifteen percent (15%).

2 PROJECT OVERVIEW

2.1 PROJECT SCOPE, BUDGET, AND SCHEDULE

As depicted in Figure 1, the current project scope includes the following elements:

- Improvements to the stormwater infrastructure, including new/upsized inlets and stormwater conveyance from Duke to Queen Street.
- Potential design and installation of new underground stormwater detention chambers in Waterfront Park and Founders Park (evaluation required by Design-Builder during Phase 1 to determine if feasible and beneficial relative to other alternatives).
- Installation of two stormwater pumping stations in Waterfront Park and Thompsons Alley (or the foot of Queen Street).
- Riverine flood protection up to elevation +6.0 feet (in NAVD88) including a new bulkhead from Duke to Prince Street as well as landscape-based protection along the remaining vulnerable segments of the waterfront.
- Restoration of all disturbed areas including asphalt paving to streets and landscape restoration at Founders Park, Waterfront Park, and Point Lumley.

The Total Project Budget is ~$105 million which includes the existing CIP budget of ~$102 million and ~$3.2 million in additional grant funds awarded by the Virginia Department of Conservation and Recreation (DCR) through the 2021 Virginia Community Flood Preparedness Fund (CFPF) Grant. The estimated budget for Design-Builder services approximately $85 million. However, scope expansion could occur if additional funding from the FEMA BRIC program or other funding sources becomes available, or if costs estimated are lower than the budgeted amount. Therefore, the City desires flexibility to adjust, refine, and/or add to the scope as funding becomes available (i.e., a "scope-to-budget" approach) or if alternatives become desirable. In addition, the City may request that a small section of the project be included for design, cost estimation, and Development Review Process approval services in response to a private donor's financial bequest to the City.

2.1.1 DCR CFPF Grant Implications

Figure 2 illustrates the current project schedule, including key milestones in accordance with the DCR CFPF grant application, through completion of 30 percent design (as funded by grant). The darker blue shading shows the overall 2.5-year timeline for the applicable CFPF grant activities up to the 30 percent design; the lighter blue shading shows the relative timeline for each activity and the red star indicates a project milestone. The grant request was prepared assuming an alternative project delivery method but did not specify the selected method.

Waterfront Improvement Estimated Project Schedule										
Tasks	2021	2022				2023				2024
	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
0-30 percent Project Completion & Procurement (all tasks)										
City Selection of Project Concept (Milestone)			★							
Task 100 – Design 15-30 percent										
Task 200-Owners Advisory Services										
Task 300- Preliminary Environmental Permitting										
Task 400-Public/Stakeholder Engagement										
Task 500-Grant Management and Status Update										

Figure 2 - Project Schedule as Submitted in the DCR CFPF Grant Application

The DCR CFPF grant was executed on March 1, 2022. To execute, the City prepared a detailed scope and budget in accordance with the selected project delivery method; any deliverables as required by the DCR CFPF grant are identified in the RFP documents. To maintain eligibility for the 60/40 percent match, the project scope must incorporate elements that align with the grant's "hybrid solutions" definition. Per the DCR CFPF grant manual, a hybrid solution is a project that incorporates nature-based and hardened solutions to achieve an outcome that is primarily nature-based. Project elements that qualify as "hybrid" include landscape-based riverine protection coupled with the use of riprap to stabilize the shoreline, native plants, and trees to create an urban canopy, and subsurface stormwater detention.

While the award amount does not substantially increase the overall project budget, it does demonstrate the Project's competitiveness for external funding. More specifically, the grant application highlighted the external agency's preference towards funding more innovative and green solutions. Moving forward, the City is considering submission for future DCR CFPF rounds.

2.1.2 Federal Grant Implications

The Project was not selected for a FEMA Building Resilient Infrastructure and Communities (BRIC) grant in Fiscal Year 2021, however, the City is currently pursuing a FEMA BRIC grant for the Project in Fiscal Year 2022 (FY22). If awarded, the Project shall comply with the specified four-year period of performance (POP), inclusive of substantial completion, commissioning, and close-out documentation within the four-year period. Figure 3 illustrates the current project schedule, including key milestones in accordance with the FY22 FEMA BRIC Application. Preliminary awards are expected in July 2023 followed by the grant execution and start of the POP in October 2023 (as shown in Figure 3). According to Virginia Department of Emergency Management (VDEM), there is an opportunity and precedence for up to two 12-month extensions to the POP, although not guaranteed.

The FEMA BRIC Grant requested $50M for funding the comprehensive flood mitigation system for both inland and riverine flooding. Major scope amendments, as compared to the Preferred Project Alternative, include a new bulkhead from Cameron to Queen Street as well as additional landscape-based and/or deployable flood barrier technology to provide riverine protection across the Project Area up to El. +10.0 feet. According to VDEM, no partial awards are issued, so a BRIC Grant award could increase the total project budget to approximately $155M. If awarded, the City must follow the performance requirements (implement the stated project benefits to maintain the reported benefit-cost ratio and complete the Project within the POP) and comply with the overall funding requirements to receive the full $50M request. The benefit-cost ratio was calculated only based on the riverine protection elements of the Project (bulkhead, landscape-based protection, and deployable barriers) to avoid double counting of any protected assets; therefore, the Project is required to fulfill the riverine protection requirements as defined in the FY22 Grant Application (included under Conceptual Design Report in Attachment C Exhibit 2.5.1). Per the grant, the City is not required, but encouraged, to fulfill the stormwater management objectives as described in the Grant Application and Conceptual Design Report. Per FEMA guidance and if awarded the FEMA BRIC Grant, the City, and therefore the Project, is subject to Title 2 CFR § 200.318 through § 200.327, including Appendix II to Part 200 "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards".

Per FEMA guidance, the schedule is organized in two phases because it is a large-scale project submission. A condition of award is that Project Phase B cannot start until Project Phase A (as defined in Figure 3) is completed, including any documentation and signoffs as dictated by FEMA. In this manner, the Project start of Phase 2 Services (Final Design and Construction) is, in part, dictated by the completion of the FEMA-BRIC defined Project Phase A work.

The completion date of Preliminary Design (up to 30 percent) is targeted for Q1 2024 in both the DCR CFPF Grant (Figure 2) and the FEMA BRIC Grant (Figure 3). While the DCR CFPF Grant has a three-year POP, and therefore, 30 percent design must be completed by February 28, 2025 (but noted in the Grant Application as March 2024), the FEMA BRIC Grant identifies January 2024 as the 30 percent design completion date to maintain a four-year POP for the entire Project Work. Therefore, the FEMA BRIC Grant and any associated NEPA process is the assumed critical path for the Project.

WFI Project Schedule for FEMA BRIC FY22 Application

			2023	2024				2025				2026				2027			
Task Name	**Start**	**End**	**Q4**	**Q1**	**Q2**	**Q3**	**Q4**	**Q1**	**Q2**	**Q3**	**Q4**	**Q1**	**Q2**	**Q3**	**Q4**	**Q1**	**Q2**	**Q3**	**Q4**
Notice to Proceed		**Mar-20**																	
Project Phase A																			
Preliminary Design (15-30%)	Oct-23	Jan-24																	
Detailed Design (30-70%)	Jan-24	May-24																	
GMP Review and Negotiation	May-24	Aug-24																	
Permitting / NEPA	Oct-23	Sep-24																	
FEMA Review and Approval of Phase B Funding	Sep-24	Oct-24																	
Owner's Agent & City Oversight (PM / Funding Management)	Oct-23	Oct-24																	
Go/No-Go		Oct-24					♦												
Project Phase B																			
Final Design (70-100%)	Oct-24	Feb-25																	
Preconstruction	Oct-24	Jan-25																	
Construction	Jan-25	Apr-27																	
Substantial Completion		Apr-27															♦		
Commissioning	Apr-27	Jul-27																	
Closeout	Jul-27	Oct-27																	
Owner's Agent Oversight & City (PM / Funding Management / Environmental Compliance)	Oct-24	Oct-27																	

Figure 3 - Project Schedule as Submitted in the FY22 FEMA BRIC Grant Application

2.2 PROJECT OBJECTIVES AND CONSTRAINTS

The following summarizes the key objectives and constraints that need to be considered in delivery of the project:

- **Funding Source Compliance.** As discussed, above, additional funding will help the Project achieve all objectives. In order to remain eligible for reimbursement, the Project must comply with the funding agency requirements. **For the awarded DCR CFPF grant, the Project must implement a "hybrid solution" scope and complete 15 to 30 percent design activities within three years of executed grant agreement (March 1, 2022) to remain eligible for the 60/40 percent match.** If awarded a FEMA BRIC grant or other federal grant, the City must follow the performance requirements (i.e., implement the stated project benefits to maintain the reported benefit-cost-ratio and complete the Project within the four-year period of performance) and comply with the overall funding requirements to receive the full funding request. Per Title 2 CFR § 200 Appendix II, other federal funding requirements, including but not limited to Equal Employment Opportunity, Davis Bacon, Contract Work Hours and Safety Standards Act, American Iron and Steel, and Clean Air Act and Federal Water Pollution Control Act, will apply.
- **Design to Budget.** The City requires that the Project be designed such that the project costs do not exceed a fixed budget, while still providing flexibility to adjust the design and scope of the Project based on future funding constraints and/or funding opportunities, such as FEMA-BRIC grant funding (or others, as awarded). Since additional funding may become available during the design development process, it is beneficial for the project delivery method to support the adjustment of scope while limiting and managing risk to the City. The project delivery method needs to support cost certainty during design development through accurate and current cost estimates, and support price guarantees once the scope and construction costs are finalized (i.e., a guaranteed maximum price or equivalent).

Additional project objectives include:

- Successful management of construction, cost, and schedule risks associated with challenging and variable site conditions in the form of geotechnical/soils, potential for unidentified historic and cultural resources and archaeological sites, existing and aging utilities, groundwater, and waterfront/marine construction.
- Obtaining contractor input during the design process is important to incorporate construction means and methods, and construction sequencing considerations into the design. Contractor cost estimates during design development are important to inform design decisions and to allow for accurate, real-time monitoring of costs relative to the project budget.
- Complex and specialized construction requires a contractor with specific qualifications and experience.
- Minimal disruptions to the public during construction are critical due to the location of the improvements in downtown Alexandria, which has numerous businesses and residences.
- Successful management of complicated permitting and Development Review Process requirements such as NEPA, U.S. Army Corps of Engineers Section 404 Permit, historical site permits, Board of Architectural Review approvals, Development Special Use Permits, etc.
- A collaborative and transparent design and cost development process that facilitates and responds to community and stakeholder engagement.

- Transparent and consistent community and stakeholder engagement tools and process.

3 DESIGN-BUILD SERVICES

As noted in Section 1, the Design-Builder will provide services in two distinct phases. The anticipated roles and responsibilities of the City and Design-Builder in support of execution during each project phase is more specifically defined within the draft Interim Agreement and draft Comprehensive Agreement provided with the RFP.

The City is determining the optimum approach for providing short- and long-term operations and maintenance (O&M) for the pump station facilities that will be implemented as part of the Project. One option being considered is that the City will procure a third-party O&M service provider to provide O&M-related design input during Phase 1, O&M services during Phase 2 commissioning period, and long-term O&M of the facilities. Other options being considered include City-staffed O&M, an agreement with another local municipality to provide O&M, and/or a maintenance service agreement with equipment manufacturers. During Phase 1, the City anticipates requesting assistance from the Design-Builder in procuring a third-party O&M service provider and collaboration with the Design-Builder to assess contracting options for short-term (less than 2 years) operations or equipment maintenance service agreements. Any short-term O&M services provided by Design-Builder will require a mutual agreement between the City and the Design-Builder that would occur through negotiations during Phase 1.

4 PROPOSAL SUBMISSION REQUIREMENTS

4.1 SUBMITTAL PLACE AND DEADLINE

PLEASE SUBMIT AN ELECTRONIC COPY OF THE PROPOSAL

The Shortlisted Respondent's Proposal shall be comprised of a Technical Proposal, and a separate Cost Proposal. The Shortlisted Respondent shall submit an original (including all completed and signed required submittals and signed addenda) of both its Technical Proposal and Cost Proposal through the City's ERP system at:

https://service.alexandriava.gov/MSS/Vendors/default.aspx **by April 14, 2023, at 11:00 AM**. Please submit PDF documents only. Failure to submit PDF documents may be grounds for being non-responsive. The Shortlisted Respondent's PDF documents shall clearly identify the Shortlisted Respondent's name and identification of each file as either the Technical Proposal or Cost Proposal (ex., RFP1047_[*Shortlisted Respondent's Name*]_Technical Proposal).

Responses received after the due date and time will not be accepted or considered.

Questions regarding this solicitation shall be submitted in writing to the following Contracting Officer:

Wynndell Bishop – Purchasing Agent and Contracting Officer
Purchasing Division, City of Alexandria, VA
wynndell.bishop@alexandriava.gov
Phone: 703.746.4697

Requests for additional information or clarifications must be made in writing by **5:00 PM EST March 27, 2023**. Email requests are acceptable. Replies to inquiries, additional information, or amendments deemed necessary will be provided by written amendment posted on the City's vendor self-service site under the applicable bid number. Shortlisted Respondents shall not rely on representations, statements, or explanations other than those made in this RFP or in any amendment to this RFP.

4.2 SUBMISSION FORMAT

Except as expressly provided in this Section, the Technical Proposal must not exceed **30** total narrative pages (most or all 8½ x 11 inches with 1-inch or greater margins), excluding the transmittal letter, index or table of contents, front and back covers, title pages/separation tabs, and appendices. A maximum of **two** of the total pages may be 11 x 17-inch tri-fold format and will count as one page. Eleven-point font or larger must be used in Proposal Parts 1–2. Each Technical Proposal Part shall be labelled with title headers. The submitted PDF must be searchable and contain bookmarks for each Technical Proposal Part.

The Cost Proposal shall include the completed Cost Proposal submission forms per Section 4.3.7, and any supporting documentation requested in this RFP.

4.3 SUBMISSION CONTENT

The **Technical Proposal** must include the following information in the order listed:

- Cover/Title Page (limited to one page).
- Transmittal Letter (limited to two pages).
- Table of Contents (limited to one page).
- Part 1 – Project Team.
- Part 2 – Project Approach.
- Appendix A – Forms for Affirmation and Compliance.
- Appendix B – Resumes.
- Appendix C – Initial 90-Day Schedule.

The content requirements set forth in this RFP represent the minimum content requirements for the Technical Proposal. It is the Shortlisted Respondent's responsibility to include information in its Proposal to present all relevant qualifications and other materials. The Technical Proposal, however, should not contain standard marketing or other general materials. It is the Shortlisted Respondent's responsibility to modify such materials so that only directly relevant information is included in the Technical Proposal.

The **Cost Proposal** must include the following:

- Completed Cost Proposal Form D.1, Form D.1.1 and Form D.1.2.
- Completed Cost Proposal Form D.2, Form D.2.1, and Form 2.2.2.
- Completed Cost Proposal Form D.3.
- Current Davis-Bacon Wage Rates.
- Supporting documentation including hourly rates and reimbursable expenses (per example format provided as Form D.4).

4.3.1 Transmittal Letter

Respondents must submit a transmittal letter (maximum of two pages) on the Respondent's letterhead. The letter must be **signed** by an authorized representative of the Shortlisted Respondent who is empowered to sign such material and to commit the Shortlisted Respondent to the obligations contained in the Proposal.

If Shortlisted Respondent is a corporation or a limited liability company (LLC), an authorized officer shall sign his/her name and indicate his/her title beneath the full corporate name. If Shortlisted Respondent is a joint venture, an authorized representative for each member of the joint venture shall sign the letter, and specifically state that, if the joint venture is selected as the Design-Builder, each member will be jointly and severally liable to the City for the obligations arising out of the contracts between the joint venture and the City.

The transmittal letter must include the name, address, phone number, and email address of the Respondent representative and must specify who would be the Shortlisted Respondent's signatory to any contract documents executed with the Owner. The transmittal letter may include other information deemed relevant by the Shortlisted Respondent.

Except as set forth below, the **Shortlisted Respondent must include within the transmittal letter confirmation that all information previously provided in Shortlisted Respondent's SOQ remains true and accurate by including the following statement in the transmittal letter:**

> "[*Insert Name of Respondent*] confirms that all information provided in our SOQ previously submitted to the City for the Alexandria Waterfront Implementation Project in response to the RFQ has not changed, and is valid, true and accurate; and confirms that all Key Personnel as represented in our SOQ and in our Technical Proposal will remain as part of the Project Team, in their represented roles, for the duration of the Project."

If the Shortlisted Respondent's Project Team has changed from its SOQ, or if any other information provided in the SOQ is no longer true or accurate, then the Respondent shall provide updated information as part of their proposal that is true and accurate. Except for the updates to the Respondent's Project Team as discussed in Section 4.3.2 of the RFP, Respondents are reminded that if any members of the Project Team listed in the Respondent's SOQ have been changed, and the change has not been approved by City, the Respondent's Proposal score may be impacted.

The transmittal letter must affirm compliance with the forms included by Respondent in Appendix A (Forms for Affirmation of Compliance), based on the forms provided in RFP Attachment B (Forms for Affirmation of Compliance), and confirm receipt of all Addenda. **A Proposal that does not include a transmittal letter meeting these requirements will be considered non-responsive and the Respondent will not be considered further.**

4.3.2 Part 1 – Project Team

Shortlisted Respondent shall provide an updated organizational chart showing Shortlisted Respondents' proposed organization structure for the Project that clearly identifies which Project Team members and Key Personnel are responsible for major functions to be performed. Respondent shall provide the following information to enable the City to understand the Shortlisted Respondent's Project Team qualifications and experience:

Executive Summary of Shortlisted Respondent's SOQ.

Shortlisted Respondent shall include an executive summary of the qualifications and experience of its Project Team as provided in the Shortlisted Respondent's SOQ, with emphasis on the Key Personnel. The qualifications and experience information shall focus on roles and past performance for projects of comparable size, complexity, challenges, and functionality as the Project. The information provided by Shortlisted Respondent for this Part of its Technical Proposal is expected to be consistent with the information provided in the Shortlisted Respondent's SOQ. However, the Shortlisted Respondent may provide any additional information that it deems relevant to allow the City to evaluate its qualifications and experience. Respondent shall describe how the Key Personnel's qualifications and experience are applicable and beneficial to effectively supporting the delivery of the Project.

Change in Key Personnel.

Respondent shall identify any Key Personnel that have changed from what was previously provided in the Respondent's SOQ and that was approved in writing by the City per Section 6.14 of the RFP. Provide the names of all such Key Personnel. The City expects Key Personnel named in this Proposal to remain on the Project Team for the duration of the Project. In Appendix B (Resumes) of its Technical Proposal, Shortlisted Respondent shall provide a resume for each Key Personnel that has changed from what was previously provided in the Respondent's SOQ (include only resumes for Key Personnel). Resumes must be limited to two pages per individual (not all resumes are required to be the same number of pages) and include the following:

- History of employment.
- Education and relevant training.
- Length of time with firm.
- Experience as it relates to the Project and to the individual's specified role on the Project. List three or more past or current projects performed including:
  - Project name, location, and brief description of project including its size, scope, and complexity.
  - Description of the individual's position and responsibilities on the projects.
  - Relevance of the project experience to the work required for this Project, including project delivery methods, such as design-build, construction management at risk, or similar contracting methods, as well as negotiated, open-book contracting.

Marine Work Subcontractor.

Shortlisted Respondent shall identify and summarize the firm-wide qualifications and experience of its proposed Marine Work Subcontractor (or division of the Lead Contractor if self-performed) and provide a description of the experience of the Marine Work Subcontractor in working with other Project Team members (firm-wide), local working experience, and experience with progressive design-build or other collaborative and alternative delivery methods. Provide in Appendix A (Forms for Affirmation of Compliance) proof that Marine Work Subcontractor possesses the necessary Virginia construction license(s). **Shortlisted Respondent shall only provide information regarding the Marine Work Subcontractor (no other Subcontractors, specifically)**.

Identify the names of the Marine Work Subcontractor's Construction Manager and Superintendent as Key Personnel and provide in Appendix B (Resumes) of its Technical Proposal resumes for these Key Personnel (resumes shall be in accordance to resume requirements described above).

The Shortlisted Respondent shall submit descriptions of three (3) reference projects for the Marine Work Subcontractor to demonstrate relevant experience. Each project description shall contain at least the following information:

- Project name and location.
- Name of Owner.
- Owner reference and contact information.

- Delivery model (i.e., contracting method).
- Role of Project Team member.
- Initial and final contract value and reason for any change.
- Scheduled and actual completion dates.
- Description of the project as relevant to the Project.
- Names of project team in project that are Key Personnel in this Proposal, along with a clear description of the roles and responsibilities of each.
- Description of self-performed work.
- Description of past performance in utilization of disadvantaged business enterprises and small business entities.

Respondent should emphasize reference projects in which Key Personnel participated in completion of the project. Representative projects shall be projects of relevant scope, size, complexity, challenges, and functionality as the Project described in this Proposal.

The Shortlisted Respondent shall request that each owner reference for the Marine Work Subcontractor complete the Vendor Appraisal Form (Attachment B-6) and that the owner reference for the Marine Work Subcontractor submits the completed form to the City prior to the Proposal Submittal Date. **It is the Shortlisted Respondent's responsibility to confirm that required references are completed and submitted**. The Shortlisted Respondent's score on this section may be negatively impacted by the lack of completed and submitted vendor appraisal forms.

International project reference and contact information will be considered only to the extent the Shortlisted Respondent is able to provide information in its Proposal that adequately describes how the project reference is relevant to projects completed in the United States (e.g., similar regulatory requirements; similar materials and equipment procurement requirements; etc.).

Archaeological Services Key Personnel and/or Subconsultant

Respondent shall provide information regarding its Key Personnel proposed to lead the development of the Historic and Cultural Resources Preservation Work Plan (Phase 1) and oversee field activities (Phase 2). As necessary, Respondent shall propose a professional services subconsultant(s) to perform archaeological services. Identify Key Personnel that are additions to the Respondent's Project Team and provide in Appendix B (Resumes) of its Technical Proposal resumes for these Key Personnel (resumes shall be in accordance to resume requirements described above). Provide certifications and licenses for any new Key Personnel (if applicable). Archaeological services Key Personnel are subject to approval by the City.

Respondent shall generally describe the resources available as part of its Project Team to satisfy archaeological services requirements for both Phase 1 and Phase 2.

DBE/SWAM Outreach for Finalization of Project Team

For all new Project Team members, Respondent shall perform affirmative steps to provide opportunity for participation by minority businesses, women's business enterprises, and labor surplus area firms as required by Title 2 CFR Part 200 Subpart D Procurement Standards (§ 200.321). Respondent shall document all affirmative steps for purpose of providing to FEMA if required. Respondent shall refer to FEMA guidance documents including the Procurement Disaster Assistance Team (PDAT) Field Manual (FM-207-21-0002; October 2021) which shall be considered City-Furnished Information.

4.3.3 Part 2 – Project Approach

Project Understanding and Innovative Solutions.

Shortlisted Respondent shall demonstrate its knowledge of the overall Project scope, and shall define 5 to 10 key issues, concerns and/or risks that could impact the City's ability to meet the Project objectives and constraints. Shortlisted Respondent shall describe how to mitigate potential negative impacts (i.e., risk mitigation strategy) of each key issue/concern/risk and any unique approaches or strengths the Shortlisted Respondent may have relative to addressing the issue/concern/risk.

Discuss any innovative or alternative ideas and approaches to completing the design and construction of the Project. Provide any examples of where suggested innovative or alternative approaches have been successfully implemented by the Respondent. Do not discuss or provide claims relating to actual costs or cost impact from any of the innovative or alternative ideas for the Project.

Project Execution.

Shortlisted Respondent shall describe its approach to managing the Phase 1 Services and specifically how the Shortlisted Respondent intends to (a) control scope to meet the Project budget; (b) manage work processes to meet the Project schedule; (c) manage stakeholder communications; and (d) manage development review (local) approvals and federal regulatory/environmental approvals. Provide a detailed-level schedule for Phase 1A services in accordance with RFP Section 4.3.6. Describe how the Respondent intends to coordinate the flow of information between the design and construction team members, and to ensure input and involvement of design and construction teams during Phase 1A and overall during Phase 1.

Describe the Shortlisted Respondent's approach to managing construction staging and sequencing, and mitigation of impacts to the public during Phase 2. Identify any early work packages and/or early Subcontractor procurement (during Phase 1B) that Respondent perceives as potentially beneficial to the Project schedule and generally to the delivery of the Work.

Describe the approach and staffing to develop the archaeological desktop plans during Phase 1, and for staffing and field work during Phase 2 in anticipation of archaeological findings.

Describe approach and proposed staffing for providing short-term O&M support.

Cost Development and Procurement.

Describe the Respondent's approach to developing the cost model during Phase 1, and what reporting and trending capabilities the Respondent would recommend. Respondent should discuss its approach to self-performing the Work and its approach to demonstrating cost competitiveness of self-performed work. Discuss and demonstrate the Respondent's approach to ensure equipment, material, and Subcontractor cost competitiveness. Discuss approach to meeting the City's DBE/SWaM goals and for complying with affirmative steps to promote participation of minority-owned, women-owned and labor surplus entities. **Respondent shall include a written statement in its Proposal that acknowledges it understands and will follow, if selected as the Design-Builder, the Cost Estimate Submittal Requirements (Exhibit 2.1.1 of the draft Interim Agreement)**.

4.3.4 Appendix A – Forms for Affirmation of Compliance

Include in Appendix A of the Technical Proposal the completed forms provided in RFP Attachment B (Compliance Forms and Information).

4.3.5 Appendix B – Resumes, Licenses and Certifications

In accordance with Section 4.3.2 of this RFP, for any new Key Personnel that the Shortlisted Respondent intends to use that are not identified in its SOQ (including any changes in Key Personnel as previously identified in the SOQ and Marine Work Subcontractor's Construction Manager and Superintendent) the Respondent shall provide resumes for such individuals within Appendix B. Provide certifications and licenses for any new Key Personnel (if applicable).

4.3.6 Appendix C – Initial 90-Day Schedule

Provide a detailed-level Initial 90-Day Schedule, including no more than one hundred (100) individual tasks identifying tasks, durations, and key milestones for Phase 1A services for the initial ninety (90) days.

4.3.7 Cost Proposal

A Proposal submitted in response to this RFP must contain a Cost Proposal that fully conforms with and satisfies the format and content requirements described in this RFP. Accordingly, Shortlisted Respondent must complete the forms provided in RFP Attachment D (Cost Proposal Forms) and include them in its Cost Proposal.

The Design-Builder will be compensated for Phase 1 Services based on Exhibit 4.2 of the Interim Agreement and the information submitted with the Cost Proposal. In general, City shall compensate Design-Builder, Design Consultants and Subcontractors for Work in accordance with the hourly rates that are "all-in" rates for such personnel, including but not limited costs of direct wages, salaries, payroll taxes, fringe benefits, insurance, overhead, and profit of Design-Builder and the applicable DB-Related Entity.

All cost information shall be included in the Cost Proposal. No cost information shall be included in the Technical Proposal (including within the cover letter and appendices), and the Cost Proposal shall be submitted in separate package and under separate cover as the Technical Proposal. If any cost information is included in the Technical Proposal, the Respondent's Proposal may be rejected.

5 PROPOSAL EVALUATION AND DESIGN-BUILDER SELECTION

5.1 GENERAL

The City intends to select the Shortlisted Respondent with the highest Proposal score as the Design-Builder to negotiate Phase 1A services. The City may elect to conduct interviews of the Shortlisted Respondents to inform scoring of Proposals.

During the evaluation process, written questions or requests for clarifications may be submitted to one or more Respondents regarding its Proposal or related matters. Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the Respondent from further consideration. Respondent is responsible for the accuracy of its Proposal. Discrepancies between words and figures will be resolved in favor of the words.

5.2 PROPOSAL RESPONSIVENESS REQUIREMENTS

Each Proposal will be reviewed to determine whether it is responsive to the RFP. Shortlisted Respondent must comply with all terms and conditions of this RFP, including, without limitation, the requirement to provide all documentation requested in this RFP. Failure to comply with the requirements of this RFP may result in a Proposal being rejected as nonresponsive. At its sole discretion, however, the City may waive any such failure to meet a requirement of this RFP and may request clarification or additional information to remedy a failure.

5.3 PROPOSAL EVALUATION CRITERIA

The Proposal evaluation criteria are intended to allow the City to evaluate specific aspects of a Respondent's experience, technical competence, and approach to completing the Project. The Proposal evaluation criteria are weighted in accordance with the table set forth below. The scoring of the evaluation criteria will be based upon the rating set forth in the Table 1 – PROPOSAL EVALUATION CRITERIA SCORING below, and the information provided in Parts 1 – 2 of the Respondent's Technical Proposal and the Cost Proposal.

- **Project Team.** Demonstrated qualifications and experience of the Respondent's Project Team members relevant to the Project requirements. Demonstrated experience that the Respondent and its Marine Work Subcontractor can successfully complete the civic engagement, communications, design, permitting, construction, historic and cultural resources scope, and startup and commissioning of the Project.
- **Project Approach.** Demonstrate that Respondent's project understanding and approach is appropriate for the efficient (timely) and effective completion of the Project. Respondents will be evaluated on the quality, value, and effectiveness of the information submitted by Respondent. Respondents will be evaluated on the Respondent's (i) approach to meeting/exceeding the scope of services and requirements as represented in this RFP; (ii) project delivery approach for meeting City's goals and objectives; and (iii) incorporation of innovative ideas and cost control measures.

- **Cost Proposal.** Each Cost Proposal criterion will be scored based on the following:
  - Lowest value proposed will be awarded maximum points assigned to the cost criterion.
  - Points for the other Cost Proposals will be calculated based on the following formula: Cost Criterion Score = (Lowest Value Proposed)/(Respondent' s Proposed Value)×Maximum Points Possible.

The City will evaluate and rank the responsive Proposals by scoring the qualitative evaluation criteria set forth below in Table 1 to determine the preferred Design-Builder. The total number of points that will be used in evaluating all of the factors for the Proposal is 100, allocated as shown in the following table. The interview, if conducted, will be utilized to inform the Technical Proposal scoring.

Table 1 Proposal Evaluation Criteria Scoring

Criterion	Evaluation/Maximum Points Available
Part 1 - Project Team	
a. Project Team Qualifications.	20
Part 2 - Project Approach	
a. Project Understanding and Innovative Solutions.	25
b. Project Execution.	25
c. Cost Development and Procurement.	15
Cost Proposal	
a. Phase 1A Not to Exceed.	5
b. Design-Builder's Fee Percentage.	10
Total Possible Score	**100**

5.4 PROPRIETARY MEETINGS

The City shall hold a confidential meeting with each Shortlisted Respondent to discuss the draft Interim and Comprehensive Agreements (i.e., legal proprietary meeting). **Shortlisted Respondents shall provide comments on the draft Interim and Comprehensive Agreements using the Draft Agreement Comments Form provided in RFP Attachment B (Forms for Affirmation of Compliance) to the Contracting Officer no later than the Draft Interim Agreement and Draft Comprehensive Agreement Comments Due Date and Time**.

Each Shortlisted Respondent may request to hold a second confidential meeting with the City to discuss the City's Project Criteria and/or the RFP (i.e., technical proprietary meeting). **Shortlisted Respondent shall request meeting on the City's Project Criteria and/or the RFP to the Contracting Officer no later than the Draft Interim Agreement and Draft Comprehensive Agreement Comments Due Date and Time**.

Although the meetings will be considered confidential, any changes to the draft Agreements, City's Project Criteria or RFP will be issued to all Shortlisted Respondents via Addendum. Minimum Key Personnel that are required to attend the confidential meetings include the Project Manager and Design Manager, and the Respondent shall be aware that the City's legal counsel will be present at the legal proprietary meetings.

5.5 INTERVIEWS

The City may conduct an interview/oral presentation with each Respondent that submits a Proposal. The interviews with each respective Respondent may consist of an oral presentation by the Respondent and a questions and answers portion administered by the City. An agenda for the interview/oral presentation will be sent to each Respondent prior to the interview.

The purpose of the interview is to enable each Respondent to do the following with respect to its Proposal: (a) demonstrate clarity of expression and thoroughness; (b) demonstrate a strong understanding of Project issues; (c) articulate its thoughts and ideas in a logical and factual manner; (d) demonstrate communication between team members and impressions of ability to work cohesively; and (e) provide direct, clear, thorough, and insightful answers to questions. The City will consider the above factors when scoring each Proposal, although the interview itself will not be separately scored.

5.6 DESIGN-BUILDER SELECTION

The Shortlisted Respondents will be ranked based on Proposal scores, and the Shortlisted Respondent with the highest Proposal score (i.e., preferred Shortlisted Respondent) will be identified. In the event of a tie in total score, the Shortlisted Respondent with the lowest conforming cost proposal will be selected as the preferred Shortlisted Respondent. There will be a public hearing by City prior to proceeding with negotiations with the preferred Shortlisted Respondent. After negotiations, recommendation for the approval and decision on the negotiated Interim Agreement will be brought forward to the City Council for a vote. If acceptable, the City Council will adopt the proposed resolution and authorize the City Manager to execute the Interim Agreement with the Design-Builder.

6 CONDITIONS FOR RESPONDENTS

6.1 COMPLIANCE WITH APPLICABLE LAW

The offeror hereby represents and warrants that:

- It is qualified to do business in the Commonwealth of Virginia and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified.
- It is not in arrears with respect to payment of any monies due and owing the Commonwealth of Virginia, or any department of unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract.
- It shall comply with §40.1-29 section 11-4.6 of the Code of Virginia regarding non-payment of wages.
- It shall comply with all Federal, State, and Local laws, regulations and ordinances applicable to its activities and obligations under this Contract; and
- It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
- Contractors are expected to be familiar with and comply with all Federal, State, and Local Laws, Ordinances, Codes, and Regulations that may in any way affect the service offered. Ignorance on the part of the Contractor will in no way relieve it from responsibility for compliance.

6.2 SEVERABILITY

In the event any portion of this solicitation is found to be unconstitutional, illegal, null or void, by a court of competent jurisdiction, it is the intent of the City to sever only the invalid portion or provision, and that the remainder of the solicitation shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the solicitation, or unless deletion of the invalid portion would produce a result inconsistent with the purpose and intent of the City in entering into this solicitation.

6.3 WITHDRAWAL OF SOQ OR PROPOSAL

A Respondent may withdraw its SOQ or Proposal from consideration at any time prior to the respective submission due date and time by notifying the Contracting Officer in writing of such withdrawal.

6.4 REQUIREMENTS FOR REGISTRATION OF DESIGNERS

The design of architectural, landscape architectural, structural, mechanical, electrical, civil, or other engineering features of the Work shall be accomplished or reviewed and approved by licensed professionals registered to practice in the Commonwealth of Virginia (via DPOR) in the particular professional field involved. Refer also to minimum Proposal requirements herein.

6.5 LICENSING

- Contractor's License: In accordance with Section 54.1-1103 of the Code of Virginia, 1950, as amended, the Respondent and Lead Contractor and each subcontractor shall have a valid Virginia contractor's license. The Virginia contractor's registration number for each subcontractor shall be provided on the list of subcontracts.
- Alexandria Business Licenses: In accordance with Chapter 1, Title 9, of the Code of the City of Alexandria, the following shall possess a current City business license or obtain a City business license prior to execution of the Phase 1 Services:
  - Respondent;
  - Lead Contractor;
  - All subcontractors, sub-subcontractors and vendors at any tier with a definite place of business in the City; and
  - All subcontractors, sub-subcontractors and vendors at any tier, without a definite place of business in the City, the gross receipts of which, from business conducted in the City, are expected to exceed $25,000 in any calendar year.

6.6 INELIGIBLE FIRMS AND INDIVIDUALS

The following firms and individuals are serving in an advisory capacity to the City for this Project and are therefore not eligible to assist or participate with any Respondent that submits an RFP for the Project: Carollo Engineers, Inc. and their first-tier subconsultants specifically including Mueser Rutledge Consulting Engineers; and Capital Project Strategies, LLC. Other firms not eligible include OLIN.

6.7 WAIVER OF INFORMALITIES

The City reserves the right to waive informalities. The Purchasing Agent shall have the sole discretion and judgment to determine if a SOQ/Proposal is responsive and whether an error in or an omission of any SOQ/Proposal requirement from a SOQ/Proposal is material.

6.8 SOQ OR PROPOSAL SUBMISSION AND PRESENTATION COSTS

The City shall not be liable in any way for any costs incurred by any Respondent in the preparation or submission of its SOQ/Proposal or its participation in any discussion, presentation, negotiation, or meeting regarding its SOQ/Proposal or the solicitation.

6.9 COMPLIANCE WITH THE SOQ OR PROPOSAL

It is the responsibility of each Respondent to thoroughly examine the documents and other related data identified in the solicitation before submitting a SOQ/Proposal in response to the solicitation.

Respondent shall ensure that their submission complies with all the requirements of the solicitation. Any submission that is not in strict compliance with all provisions of the solicitation may be deemed non-responsive and disqualified.

6.10 CONDITIONAL SOQs OR PROPOSALS

Respondents are cautioned not to take exception to the solicitation requirements. Taking exception to any solicitation requirements may result in a conditional SOQ/Proposal. A conditional SOQ/Proposal may be rejected in whole or in part.

6.11 CONFLICT OF INTEREST

A conflict-of-interest situation may disqualify an organization. If the Respondent believes there may be a conflict of interest, it must list the organizations and the names of entities or persons associated with the Respondent who may have a conflict of interest, or appearance of a conflict of interest, with the City. Details of the potential conflict of interest must also be included.

Names of entities associated with the Respondent who may have a conflict of interest with any activity of this Project shall be included in the SOQ/RFP. Provide details and reasons. Respondents are subject to disqualification on the basis of conflict of interest as determined by the City.

6.12 CONFIDENTIAL INFORMATION

Proposals submitted in response to this RFP may contain technical, financial, or other data, of which public disclosures could cause substantial injury to the Respondent's competitive position or constitute a trade secret. To protect such data from disclosure, the Respondent shall specifically identify the pages of the Proposal that contain confidential information by properly marking the applicable pages and inserting the following notice in the front of the Proposal:

NOTICE

> *The data on the pages of this Proposal identified by an asterisk (*) or marked along the margin with a vertical line, contain information which are trade secrets and/or whose disclosure would cause substantial injury to the Respondent's competitive position. The Respondent requests that such data be used only for the evaluation of its Proposal but understand that disclosure will be limited to the extent that the City determines is allowable under federal, state, and local law.*

In Proposals containing proprietary information, proprietary paragraphs and/or other data shall be clearly marked as noted above.

6.13 RIGHTS RESERVED BY THE CITY

The City reserves the right to pursue any or all of the following actions concerning this RFP:

- Request additional information and/or clarification from the Respondents and provide a list of such questions and the City responses to all Respondents.
- Issue addenda to the RFP via supplements, amendments, or modifications prior to the due date of the Proposal.
- Reject any or all Proposals.
- Permit the timely correction of errors or waive minor deviations.
- Cancel this RFP in whole or in part with or without substitution of another RFP if such cancellation is determined to be in the best interest of the City.
- Extend the deadline for submittal of the Proposal.
- Assess any or all Proposals and schedule presentations by the Respondents.
- Waive deficiencies, informalities, and irregularities in a Proposal and accept and review a non-conforming Proposal.
- Eliminate any Respondent that submits a non-conforming, non-responsive, incomplete, inadequate, or conditional Proposal.
- Take any action affecting the RFP process, or the project subject to this RFP, that would be in the best interest of the City.
- Select the Respondent who, in the judgment of the City and any evaluation process notwithstanding, is most likely to succeed in developing the project desired by the City.
- Conduct all investigations with respect to the qualifications and experience of each Respondent and background checks.
- Visit and examine any of the existing facilities referenced in the Respondents' Proposals, and others owned, operated, and/or built by the Respondents, in order to observe and inspect such facilities and their operations.
- Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the Proposals.
- Permit corrections to data submitted with any Proposal.

6.14 OBLIGATION TO KEEP PROJECT TEAM INTACT

Respondents are advised that all firms and Key Personnel identified in the Proposal shall remain on the Project Team for the duration of the procurement process and execution of the Project. The personnel assigned to these Key Personnel positions at the commencement of services under the proposed Contract shall serve in these positions as long as required. The Respondent shall not change personnel assigned to these positions without the prior written consent and approval of City, whose consent shall not be withheld unreasonably.

6.15 ADDENDA

If any revisions to the RFP or procurement process become necessary or desirable (at the City's sole discretion), the City may issue written Addenda. The City will issue and publish such Addenda in the same manner as this RFP has been published. If Addenda are issued, the time and date set for submittal of Proposals may be changed by the City to enable Respondents to take into account the Addenda in preparing their Proposal. If an Addendum is issued amending this RFP, all provisions that are not modified remain unchanged. It is each Respondent's responsibility to obtain all Addenda prior to submitting its Proposal by acknowledging receipt of each one in the Transmittal Letter.

6.16 PROTESTS AND APPEALS

Information regarding protests and appeals is provided in Article G, Chapter 3, and Title 3 of the Alexandria City Code.

Attachment A

Definition of Terms

The definitions of some of the capitalized terms used in this RFP are presented below:

- **City –** The City of Alexandria.
- **City-Furnished Information** – Has meaning included in the draft Interim Agreement.
- **City's Project Criteria** – Has meaning included in the draft Interim Agreement.
- **Comprehensive Agreement –**The agreement(s) between the City and the Design-Builder that will establish the terms and conditions for the performance of the Phase 2 design-build services for the Project.
- **Contracting Officer (CO)** – The Purchasing authority who administers and makes related determinations and findings for City contracts as authorized by, and under the supervision of the Purchasing Agent. The City Contracting Officer is Wynndell Bishop, Purchasing Agent.
- **Contracting Officer's Representative (COR)** – The duly employed Department Head of the using Department who serves as the CO's representative and shall manage awarded contracts for their Department. The City Contracting Officer's Representative is Terry A. Suehr, Director.
- **Contracting Officer's Technical Representative (COTR)** – The City employee who serves as the COR's technical representative for the purposes of administering the contract. The COTR may designate one or more additional representatives to assist with contract administration. The City Contracting Officer's Technical Representative is Matthew Landes, Portfolio Manager / Division Chief.
- **Design-Builder –**The entity that will serve as the Project developer and enter into a contractual relationship with the City, and that will be the single point of accountability to the City for delivery of the services and the Project.
- **Initial 90-Day Schedule** - Has meaning included in the draft Interim Agreement.
- **Interim Agreement –** The agreement(s) between the City and the Design-Builder that will establish the terms and conditions for the performance of the Phase 1 design-build services for the Project.
- **Key Personnel –** The individuals, employed by Respondent or other firm included on the Project Team, who would serve the project functions defined in the RFQu and Section 4.3.2 of this RFP to support the delivery of the Project and related services if Respondent is chosen as the Design-Builder.
- **Lead Contractor –** The member entity of the Project Team that is licensed as a Virginia general contractor and that has primary responsibility for construction services for the Project. The Lead Contractor is required to hold a Virginia Class A (General) License.
- **Lead Designer –** The member entity of the Project Team that employs professional engineers licensed in the Commonwealth of Virginia and that has primary responsibility for design services for the Project.
- **Mandatory (Pass/Fail) Requirements –** The requirements set forth in this RFP that, at a minimum, must be satisfied (or waived by the City) in order for the Proposal to be evaluated and ranked according to the comparative evaluation criteria.

- **Marine Work Subcontractor –** The subcontractor, or division of the Lead Contractor if Work is to be self-performed, that will perform the Work within and immediately adjacent to the Potomac River.
- **Owner's Advisor** – Carollo Engineers, Inc. and its subconsultants.
- **Phase 1 Services (also known as Preliminary Services)** – Those services generally described as Phase 1 Services as set forth in Section 1.4 above to be performed by the Design-Builder under the Interim Agreement.
- **Phase 1A Services** - Has meaning included in the draft Interim Agreement.
- **Phase 1B Services** - Has meaning included in the draft Interim Agreement.
- **Phase 2 Services (also known as Final Design and Construction Services)** – Those services generally described as Phase 2 Services as set forth in Section 1.4 above to be performed by the Design-Builder under the Comprehensive Agreement.
- **Project –** Waterfront Implementation Project.
- **Project Team –** The Design-Builder, the Lead Contractor, the Lead Designer, Key Personnel, Marine Work Subcontractor (if different than the Lead Contractor), and professional services subcontractors/subconsultants.
- **Responsiveness Requirements –** The requirements set forth in this RFP that, at a minimum, must be satisfied (or waived by the City) in order for the Proposal to be evaluated and ranked according to the comparative evaluation criteria.
- **Shortlist –** A limited list of Respondents selected by the City to compete in the RFP process.
- **Shortlisted Respondents –** Those entities who submitted an SOQ in response to the RFQu and are invited to submit proposals in response to the RFP. The RFP is the second step in the City's two-step procurement process employed to procure a Design-Builder for the Project. Also referred to as a Respondent.
- **Work –** Includes all material, labor, utility services, supplies, tools, expendable equipment, and all appliances, machinery, transportation, appurtenances, communications and specified services necessary to perform and complete the Interim and Comprehensive Agreement(s); and such additional items not specifically indicated or described that can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a complete and operable satisfactory system or structure. As used in this Contract, "provide" shall be understood to mean "furnish and install, complete in place."

Attachment B

Forms for Compliance

1. Solicitation, Offer and Award Form (Attachment B-1)
2. Required Information Form (Attachment B-2)
3. Certified Statement of Non-Collusion (Attachment B-3)
4. Disclosures Relating to City Officials and Employees (Attachment B-4)
5. Equal Employment Opportunity Agreement (Attachment B-5)
6. Vendor Appraisal Form (Attachment B-6)
7. Team Commitment Form (Attachment B-7)
8. Draft Agreement Comments Form (Attachment B-8)
9. Byrd Anti-Lobbying Form (Attachment B-9)

B-1

SOLICITATION,OFFER, AND AWARD	1. SOLICIATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF	PAGES
	RFP1047	☐ SEALED BID (IFB) ☒ NEGOTIATED PROPOSAL (RFP)	February 21, 2023	001	002

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.

7. ISSUED BY	8. ADDRESS OFFER TO
DEPARTMENT OF FINANCE/PURCHASING DIVISION 100 N. PITT STREET, SUITE 301 ALEXANDRIA, VA 22314	USE THE ERP SYSTEM FOUND AT: https://service.alexandriava.gov/MSS/Vendors/default.aspx

9. FOR INFORMATION CALL : ▶	A. NAME	B. TELEPHONE NO. (INCLUDE AREA CODE) (NO COLLECT CALLS)
	Wynndell Bishop, Purchasing Agent wynndell.bishop@alexandriava.gov	703-746-4697

SOLICITATION

10. THE CITY REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

THIS PROJECT IS FOR: Design-Build Services for the City of Alexandria, VA Waterfront Implementation Project.

The Project will consist of all the elements required to make the plan complete and ready for use. The Design-Builder shall accomplish all work, including such additional, extra and incidental work that may be considered necessary by the City, to complete the Project, as defined herein, in a satisfactory and acceptable manner.

11. The Contractor shall begin performance within **10** calendar days and complete it within **N/A** calendar days after receiving

☐ award, ☒ notice to proceed. This performance period is ☐ mandatory, ☒ negotiable.

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES" indicate within how many calendar days after award in item 12B)	12B. CALENDAR DAYS
☐ YES ☒ NO	Not Applicable

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. A bid guarantee ☐ is, ☒ is not required.

B. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or will be rejected.

C. Offers providing less than **180** calendar days for City acceptance after the date offers are due will not be considered and will be rejected.

OFFER

14. NAME AND ADDRESS OF PROPOSER (Including zip code)	15. TELEPHONE (Include area code) & EMAIL
	16. REMITTANCE ADDRESS (Include only if different than item 14)

17. The Proposer agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation if this offer is accepted by the City in writing within 180 calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13C. Failure to insert any number means the offerors accepts the minimum in Item 13C.)

AMOUNTS ▶

18. The Proposer agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The Proposer acknowledges receipt of amendments to the solicitation – give number and date of each)

AMENDMENT NO.											
DATE											

20A. NAME/TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE

AWARD (To be completed by the City)

21. ITEMS ACCEPTED

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

24 SUBMIT INVOICES TO ADDRESS SHOWN IN (2 copies unless otherwise specified)	ITEM 26

26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY
Department of Project Implementation 301 King Street, Rm. 3200 Alexandria, VA 22314	Department of Finance/Accounting Division 100 N. Pitt Street, Suite 305 Alexandria, VA 22314

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☒ 28. NEGOTIATED AGREEMENT (Proposer is required to sign this document and return 1 copy to issuing offices, Proposer agrees to furnish and deliver all items or perform all work requisitions identified on this form and any continuation sheets for the consideration stated in this Contract. The rights and obligations of the parties in this Contract shall be governed by (a) this Contract award (b) the solicitation and (c) the clauses representations, certifications, and specifications incorporated by reference in or attached to this Contract.	☐ 29. AWARD (Proposer is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the Contract which consists of (a) the City solicitation and your offer, and (b) this Contract award. No further contractual document is necessary.
30A. NAME/TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN	31A. NAME OF CONTRACTING OFFICER (Type or print) Wynndell Bishop

30B. SIGNATURE	30C. DATE	31B. CITY OF ALEXANDRIA, VIRGINIA BY	31C. AWARD DATE

REQUIRED INFORMATION FORM

B-2

Each Respondent submitting a response to this Request for Proposals is to provide the following information:

1. Minority Business Firm Yes [ ] No [ ] Partnership Yes [ ] No [ ]
   Small Business Firm Yes [ ] No [ ] Corporation Yes [ ] No [ ]
   Sole Proprietorship Yes [ ] No [ ]

2. Sole proprietorships and partnerships are to provide the following information:
   Name_____

   Address_____

   City_____

   State_____

   Partnerships are to provide this information for all partners.

3. If the Respondent is a corporation, provide the following:
   State of Incorporation _____ Charter number of the Virginia Certificate of Authority_____ Date of Incorporation_____

   Foreign corporations desiring to transact business in the State of Virginia shall register with the State Corporation Commission in accordance with Section 13.1-757 of the Code of Virginia, as amended.

4. Each corporation is to provide the names of the following officers:
   President_____

   Vice-President_____

   Secretary_____

   Treasurer_____

   Registered Agent _____

_____
Respondent's Name

_____ _____
Respondent's Authorized Signatory Date

_____
Name and Title of Authorized Signatory

CERTIFIED STATEMENT OF NON-COLLUSION

B-3

A. This is to certify that the undersigned is seeking, offering or agreeing to transact business or commerce with the City of Alexandria, a municipal corporation of Virginia, or seeking, offering or agreeing to receive any portion of the public funds or moneys, and that the offer or agreement or any claim resulting therefrom is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; or any act of fraud punishable under Article 1.1 (Virginia Governmental Frauds Act), Chapter 12 (Miscellaneous), Title 18.2 (Crimes and Offenses Generally) of the Code of Virginia (1950), as amended.

B. This is to further certify that the undersigned has read and understands the following:

(1) The City is authorized by Section 18.2-498.4 of the Code of Virginia (1950) as amended, to require this certified statement. That section also provides that any person that is required to submit this statement that knowingly makes a false statement shall be guilty of a Class 6 felony.

(2) Section 18.2-498.3 of the Code of Virginia (1950), as amended, provides that any person, in any commercial dealing in any matter within the jurisdiction of any local government or any department or agency thereof, who knowingly falsifies, conceals, misleads, or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be guilty of a Class 6 felony.

(3) Section 59.1-68.7 of the Code of Virginia (1950), as amended, provides that any combination, conspiracy or agreement to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated, any Proposal submitted to any governmental unit for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of goods or services, or excluding other persons from dealing with the state or any other governmental unit shall be unlawful. Any person violating the foregoing shall be guilty of a Class 6 felony.

_____
Respondent's Name

_____
Respondent's Authorized Signatory Date

_____
Name and Title of Respondent's Authorized Signatory

DISCLOSURES RELATING TO CITY OFFICIALS AND EMPLOYEES

B-4

A. I hereby state that, as of this date (check one):

( ) Our firm has **no reason** to believe that any member of the City Council, any official or employee of the City, or any member of any commission, committee, board or corporation controlled or appointed by the City Council has already received, in connection with or related in any way to this Contract, or has been promised, in the event this Contract is awarded to the firm, any commission, finder's fee or other thing of value

( ) Our firm **has reason** to believe that the following City Council members, City officials and/or employees, and/or members of a Council-appointed or -controlled commission, committee, board or corporation have already received, in connection with or related in any way to this Contract, or have been promised, in the event this Contract is awarded to the firm, any commission, finder's fee or other thing of value:

Name	Title/Position

B. I hereby state that, as of this date:

( ) Our firm has **no reason** to believe that any member of the City Council or any official or employee of the City would or may be financially affected, whether affirmatively or negatively, and whether personally or through a spouse or other family member, if this Contract were awarded to the firm

( ) Our firm **has reason** to believe that the following members of the City Council and officials and employees of the City would or may be financially affected, whether affirmatively or negatively, and whether personally or through a spouse or other family member, if this Contract were awarded to the firm:

Name	Title/Position

_____
Respondent's Name

_____
Respondent's Authorized Signatory Date

_____
Name and Title of Respondent's Authorized Signatory

EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT

B-5

The Respondent hereby agrees:

(1) Not to discriminate against any employee or applicant for employment on account of race, color, religion, sex, ancestry, national origin, marital status, age, sexual orientation, or handicap, except as is otherwise provided by law.
(2) Implement an affirmative action employment program as defined in section 12-4-3 of the Code of the City of Alexandria, Virginia, 1981, as amended, to ensure non-discrimination in employment under guidelines to be developed by the Commission and approved by the City Council.
(3) To include in all solicitations or advertisements for employees placed by or in behalf of the Contractor the words "Equal Opportunity Employer" or a symbol, approved by the Alexandria Human Rights Commission, meaning the same.
(4) To notify each labor organization or representative of employees with which said Contractor is bound by a collective bargaining agreement or other contract of the Contractor's obligations pursuant to this equal employment opportunity clause.
(5) To submit to the City Manager and the City's human rights administrator, upon request, no more frequently than annually, regular equal employment opportunity reports on a form to be prescribed by the City Manager.
(6) To make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped applicant or employee unless the Contractor can demonstrate that the accommodation would impose an undue hardship on the operation of the Contractor's business, factors to be considered include but are not limited to, the following:
   (a) the overall size of the Contractor's business with respect to the number of employees, the number and type of facilities and size of budget;
   (b) the type of the Contractor's operation, including the composition and structure of the Contractor's work force; and
   (c) the nature and cost of the accommodation needed.

Contractor may not deny any employment opportunity to a qualified handicapped employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.

(7) To include the provisions in paragraphs (1) through (6) hereof in every subcontract so that such provisions will be binding upon each subcontractor.
(8) In the event of the Contractor's non-compliance with any provision, upon a finding of such non-compliance by the City's Human Rights Commission and certification of such finding by the City Manager, the City Council may terminate or suspend or not renew, in whole or in part, this Contract.

_____
Respondent's Name

_____
Respondent's Authorized Signatory Date

_____
Name and Title of Respondent's Authorized Signatory

B-6

FINANCE DEPARTMENT
Purchasing Division
Suite 301 – Banker's Square
100 North Pitt Street
Alexandria, Virginia 22314

VENDOR APPRAISAL FORM

SOLICITATION NUMBER: RFP1047
TITLE: Waterfront Implementation Project

VENDOR:

City of Alexandria employee requesting this appraisal: Wynndell Bishop, Contracting Officer
Please scan this completed form and email it to: wynndell.bishop@alexandriava.gov

---

Vendor Appraisal Form is due at the Proposal due date
Vendor must complete Reference Contact Person information and return with the submission

VENDOR'S REFERENCE CONTACT PERSON:

Name:

Title and Organization:

Telephone:

Email:

Project about which this appraisal is provided:

Completed by: _____
Printed name

: _____
Signature and date

By completing this form, I attest that I do have the authority to complete this appraisal on behalf of my organization.

On a scale of 1 to 10, 1 being the lowest score and 10 being the highest, please rate the proposer on the following questions.

QUESTIONS	COMMENTS	SCORE
1. How promptly, effectively, and efficiently did the Proposer mitigate or resolve performance or contractual issues that arose during the contract or project?		
2. How would you rate the Proposer's management, operational, and administrative practices (e.g., responsiveness to issues or concerns, timeliness, completeness, and accuracy of invoices)?		
3. How would you rate the quality and usefulness of the Proposer's goods, services, and work products in relation to your requirements?		
4. How well did the Proposer minimize the effect of its activities on the operations of your organization? (e.g., change orders, operational impacts)		
5. Would you utilize this firm again in the future?		

Please use additional pages, if necessary.

B-7

Team Commitment Form

For the Waterfront Implementation Project

As Submitted in the Request for Proposals (RFP1047)

It is understood and agreed as follows:

1. I/We, as the Lead Contractor or Lead Designer or Marine Work Subcontractor, commit the Key Personnel included in the enclosed Proposal to the Project who will serve the project functions defined in Section 4.3.4. of the RFP.
2. I/We, as the Lead Contractor or Lead Designer or Marine Work Subcontractor, commit the Key Personnel and Firms to be made available and responsive to the City for the duration of the procurement process, which includes but is not limited to the RFP and interview(s).
3. The Lead Contractor and Lead Designer and Marine Work Subcontractor have a signed and executed Teaming Agreement[1] for the Project.

_____
Name and Title of Signer (Type or Print)

_____
Name and Title of Signer (Type or Print)

_____
Signature of Lead Contractor Authorized to Sign

_____
Signature of Lead Designer Authorized to Sign

_____
Name and Title of Signer (Type or Print)

_____
Signature of Marine Work Subcontractor
Authorized to Sign

_____

[1] The Respondent is not required to submit a copy of the Teaming Agreement nor is the City dictating the legal source of the Teaming Agreement.

B-8

DRAFT AGREEMENT COMMENTS FORM

Name of Respondent: _____

Date:_____

Comment No.	IA or CA and Location in Agreement (Section, pp.)	Exception, Addition, or Suggested Change or Modification AND Rationale or Justification	Suggested Alternative Language (if applicable)	Level of Criticality (1 = low, 5 = high)
1.				
2.				
3.				
4.				
5.				
6.				
7.				

Use additional sheets as necessary.

BYRD ANTI-LOBBYING FORM

Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of $100,000 or more shall file the certification required by Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying, which is set forth below. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Lead Contractor's Authorized Representative

_____
Name and Title of Lead Contractor's Authorized Representative

_____
Date

Attachment C

Draft Interim Agreement

Attachment D

Cost Proposal Forms

The Shortlisted Respondent must complete Attachment D (Cost Proposal Requirements) – with all required cost information – and shall submit it in a separate file clearly identified as "Cost Proposal" per Section 4.1of the RFP. The Cost Proposal shall be submitted at the Proposal Due Date and Time. No cost information shall be included in the Technical Proposal (including within the cover letter and appendices). If any cost information is included in the Technical Proposal, the Respondent's Proposal may be rejected. All Cost Proposal forms and information/documentation required in this Attachment D is considered a Mandatory (Pass/Fail) Requirement under the RFP. Any RFP that does not satisfy the Mandatory (Pass/Fail) Requirements may be rejected.

The scope and schedule of the Design-Builder's services for which pricing is required is defined in RFP RFP Attachment C (Draft Interim Agreement including the Exhibits specifically made part of, and incorporated into the Interim Agreement). Respondents must submit Cost Proposal information for:

1. Phase 1A Services Not to Exceed;
2. Phase 1B Services Not to Exceed; and
3. Design-Builder's Fee Percentage.

The completion and submittal of the forms in RFP Attachment D (D.1, D.1.1, D1.2, D.2, D.2.1, D.2.2 D.3, and D.4), as described in this RFP, shall satisfy the Cost Proposal requirements as described in the RFP. The cost information provided in the following Cost Proposal summary tables may be supported with additional information provided by the Respondent to document Project assumptions. As a minimum requirement, the Respondent shall submit with its Cost Proposal its proposed Hourly Rates and Reimbursable Costs Schedule (Design-Builder Personnel), Hourly Rates and Reimbursable Costs Schedule (Lead Designer), Hourly Rates and Reimbursable Costs Schedule (Design Consultants), and Hourly Rates and Reimbursable Costs Schedule (Subcontractors) for Phase 1 Services in accordance with the format described in Form D.4. Provide hourly rates and reimbursable schedule for each Design Consultant and Subcontractor either in a combined form or in separate forms. Rates should be provided for each role / billing category anticipated on Phase 1 of the Project, and it should be clear what each key participating staff member is categorized as. The City respectfully requests evidence of audited rates (either by a federal or state agency or a letter from auditing firm). Forms D.1.1, D.1.2, D.2.1, and D.2.2 are provided in electronic format (.xls) for Respondent use but City does not assume any responsibility for the formulas, formatting, etc.

For the scoring of the Cost Proposals, the City will consider the Cost Proposal information for the Phase 1A Services Not to Exceed (Form D.1) and Design-Builder's Fee Percentage (Form D.3). The Design-Builder's Fee Percentage will be included within the Interim Agreement as a basis for the negotiation of the GMP Proposal and, if applicable, Early Work Package proposals.

The Phase 1B Services Not to Exceed (Form D.2) will not be scored but rather used as basis for negotiating the Phase 1B Amendment and will be used to obtain authorization from City Council for the total Phase 1 not to exceed amount. **The sum of Phase 1A Services Not to Exceed and Phase 1B Services Not to Exceed will be the basis for obtaining City Council approval of the Interim Agreement including the total dollar value for Phase 1**.

Please be advised that the City is not interested in proposed fees, rates, or percentages that provide excessive discounts from the Design-Builder's anticipated actual costs for the requested services. If City determines (at its sole discretion) that the fees, rates, or percentages included in a Proposal are unacceptably below industry norms or that a Respondent's fees, rates, or percentages are substantially or unacceptably below other Proposals, the City may (at its sole discretion) either declare that Proposal to be non-responsive or seek additional detailed information from that Respondent concerning the cost basis for its fee and rate proposal, prior to rendering a decision on the Proposal's responsiveness.

Form D.1 Phase 1A Services Not to Exceed

The Respondent shall complete the following summary table for the Phase 1A Services Not to Exceed based upon the requirements and scope of services as described in Attachment C (Draft Interim Agreement) of the RFP, including the Phase 1A Scope of Services. The RFP includes milestone durations and budgetary information, which forms the basis for completing the following summary table. Form D.1 is a summary of the cost data that the Respondent shall provide in Form D.1.1 and Form D.1.2.

The Phase 1A Services Not to Exceed will be used by the City to assess the reasonableness and competitiveness of the successful Respondent's cost information and will be used as the basis for the compensation for Phase 1A Services in the Interim Agreement.

Phase 1A Services	**Labor Subtotal ($)**	**Expenses Subtotal ($)**	**Total (Labor + Expenses) ($)**
REQUIRED SERVICES			
1.1 Design Initiation			
1.2 Project Coordination and Management			
2.1 Project Requirements and Existing Documentation Review			
2.2 Site Investigations			
2.3 Alternative Evaluations			
2.4 Basis of Design Report			
2.5 Building Information Modeling (BIM)			
3.1 Governmental Approval Assistance			
3.2 Development Review Requirements			
3.3 Water Quality Compliance			
4.1DBE/SWAM Participation Plan			
5.1 Phase 1B Proposal and Phase 1B Amendment to Agreement			
Phase 1A Services Not to Exceed – Subtotal of line items 1.1 thru 5.1 above			

FORM D.1.1 - PHASE 1A SERVICES NOT TO EXCEED SUMMARY

CITY OF ALEXANDRIA, VA
RFP NO. 1047 To be completed by Respondent
Date:

		Organizational Chart Role	Principal-in-Charge or Executive Sponsor	Project Manager	Construction Manager	Other	Other	Other	Other	Other	Other	Other			Expenses				
		Staff Name											**Labor Subtotal**		Design Consultants and Subcontractors		Reimbursable Costs	**Expenses Subtotal**	**Total (Labor + Expenses)**
		Firm Name (Design-Builder)													Design Consultants (Total from D.1.2)	[Subcontractors]	Varies		
		Hourly Rate (from RFP Form D.4 *Hourly Rates and Reimbursable Costs Schedule*)											**Hours**	**$**	$	$	$	$	$
WBS		**Description**																	
1		**Initiation and Project Management**																	
1.1		**Design Initiation**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
	1.1.1	Kick-off Meeting											0	$0	$0			$0	$0
	1.1.2	Project Management Plan											0	$0	$0			$0	$0
1.2		**Project Coordination and Management**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
	1.2.1	Monthly Progress Reports and Meetings											0	$0	$0			$0	$0
	1.2.2	Change Management											0	$0	$0			$0	$0
	1.2.3	Quality Management											0	$0	$0			$0	$0
	1.2.4	Develop Work Breakdown Structure (WBS)											0	$0	$0			$0	$0
	1.2.5	Schedule Management											0	$0	$0			$0	$0
	1.2.6	Risk Management											0	$0	$0			$0	$0
	1.2.7	Work Management System											0	$0	$0			$0	$0
	1.2.8	Health and Safety											0	$0	$0			$0	$0
	1.2.9	Project Funding											0	$0	$0			$0	$0
	1.2.10	Community Meetings											0	$0	$0			$0	$0
2		**Basis of Design**																	
2.1		**Project Requirements and Existing Documentation Review**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
	2.1.1	Optimization Opportunities and Resiliency Review											0	$0	$0			$0	$0
2.2		**Site Investigations**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
	2.2.1	Geotechnical Investigations											0	$0	$0			$0	$0
	2.2.2	Supplemental Site Survey											0	$0	$0			$0	$0
	2.2.3	Bulkhead Condition Assessment											0	$0	$0			$0	$0
	2.2.4	Environmental Site Investigations											0	$0	$0			$0	$0
	2.2.5	Archaeological											0	$0	$0			$0	$0
	2.2.6	Outfall Structures											0	$0	$0			$0	$0
2.3		**Alternative Evaluations**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
	2.3.1	Cost-Benefit Evaluation											0	$0	$0			$0	$0
	2.3.2	No Rise Certification											0	$0	$0			$0	$0
2.4		**Basis of Design Report**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
	2.4.1	Basis of Design Report											0	$0	$0			$0	$0
2.5		**Building Information Modeling (BIM)**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
	2.5.1	Develop BIM											0	$0	$0			$0	$0
3		**Governmental Approvals**																	
3.1		**Governmental Approval Assistance**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
	3.1.1	Project Governmental Approval Plan											0	$0	$0			$0	$0
3.2		**Development Review Requirements**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
	3.2.1	Obtain Owner's Concept Plan Approval											0	$0	$0			$0	$0
3.3		**Water Quality Compliance**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
	3.3.1	Water Quality Compliance											0	$0	$0			$0	$0
4		**Subcontractor Procurement**																	
4.1		**DBE/SWAM Participation Plan**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
	4.1.1	Develop DBE/SWAM Participation Plan											0	$0	$0			$0	$0
5		**Phase 1B Proposal and Phase 1B Amendment to Agreement**																	
5.1		**Phase 1B Proposal and Phase 1B Amendment to Agreement**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
	5.1.1	Phase 1B Proposal and Phase 1B Amendment to Agreement											0	$0	$0			$0	$0
		Subtotals	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

FORM D.1.2 - PHASE 1A SERVICES NOT TO EXCEED SUMMARY (DESIGN CONSULTANT)

CITY OF ALEXANDRIA, VA
RFP NO. 1047 To be completed by Respondent

Date:

		Organizational Chart Role	Design Manager	Marine/Bulkhead Design Lead	Pump Station Design Lead	Other	Other	Other	Other	Other	Labor Subtotal		Expenses							Expenses Subtotal	Total (Labor + Expenses)
		Staff Name											Design Consultants						Reimbursable Costs		
		Firm Name (Lead Designer)																	Varies		
		Hourly Rate (from RFP Form D.4 *Hourly Rates and Reimbursable Costs Schedule*)									Hours	$	$	$	$	$	$	$	$	$	$
WBS		Description																			
1		**Initiation and Project Management**																			
1.1		**Design Initiation**	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	1.1.1	Kick-off Meeting									0	$0							$0	$0
	1.1.2	Project Management Plan									0	$0							$0	$0
1.2		**Project Coordination and Management**	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	1.2.1	Monthly Progress Reports and Meetings									0	$0							$0	$0
	1.2.2	Change Management									0	$0							$0	$0
	1.2.3	Quality Management									0	$0							$0	$0
	1.2.4	Develop Work Breakdown Structure (WBS)									0	$0							$0	$0
	1.2.5	Schedule Management									0	$0							$0	$0
	1.2.6	Risk Management									0	$0							$0	$0
	1.2.7	Work Management System									0	$0							$0	$0
	1.2.8	Health and Safety									0	$0							$0	$0
	1.2.9	Project Funding									0	$0							$0	$0
	1.2.10	Community Meetings									0	$0							$0	$0
											0	$0							$0	$0
2		**Basis of Design**																		
2.1		**Project Requirements and Existing Documentation Review**	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	2.1.1	Optimization Opportunities and Resiliency Review									0	$0							$0	$0
2.2		**Site Investigations**	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	2.2.1	Geotechnical Investigations									0	$0							$0	$0
	2.2.2	Supplemental Site Survey									0	$0							$0	$0
	2.2.3	Bulkhead Condition Assessment									0	$0							$0	$0
	2.2.4	Environmental Site Investigations									0	$0							$0	$0
	2.2.5	Archaeological									0	$0							$0	$0
	2.2.6	Outfall Structures									0	$0							$0	$0
2.3		**Alternative Evaluations**	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	2.3.1	Cost-Benefit Evaluation									0	$0							$0	$0
	2.3.2	No Rise Certification									0	$0							$0	$0
2.4		**Basis of Design Report**	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	2.4.1	Basis of Design Report									0	$0							$0	$0
2.5		**Building Information Modeling (BIM)**	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	2.5.1	Develop BIM									0	$0							$0	$0
3		**Governmental Approvals**																		
3.1		**Governmental Approval Assistance**	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	3.1.1	Project Governmental Approval Plan									0	$0							$0	$0
3.2		**Development Review Requirements**	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	3.2.1	Obtain Owner's Concept Plan Approval									0	$0							$0	$0
3.3		**Water Quality Compliance**	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	3.3.1	Water Quality Compliance									0	$0							$0	$0
4		**Subcontractor Procurement**																		
4.1		**DBE/SWAM Participation Plan**	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	4.1.1	Develop DBE/SWAM Participation Plan									0	$0							$0	$0
5		**Phase 1B Proposal and Phase 1B Amendment to Agreement**																		
5.1		**Phase 1B Proposal and Phase 1B Amendment to Agreement**	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	5.1.1	Phase 1B Proposal and Phase 1B Amendment to Agreement									0	$0							$0	$0
		Subtotals	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0

Form D.2 Phase 1B Services Not to Exceed

The Respondent shall complete the following summary table for the Phase 1B Services Not to Exceed based upon the requirements and scope of services as described in Attachment C (Draft Interim Agreement) of the RFP, including the Phase 1B Scope of Services. The RFP includes milestone durations and budgetary information, which forms the basis for completing the following summary table. Form D.2 is a summary of the cost data that the Respondent shall provide in Form D.2.1 and Form D.2.2.

The Phase 1B Services Not to Exceed will be used by the City to assess the reasonableness and competitiveness of the successful Respondent's cost information, and will be used as the basis for the Phase 1B Services Amendment and for City Council authorization of the Interim Agreement.

Phase 1B Services	**Labor Subtotal ($)**	**Expenses Subtotal ($)**	**Total (Labor + Expenses) ($)**
REQUIRED SERVICES			
1.1 Phase 1B Initiation			
1.2 Project Coordination and Management			
2.1 Site Investigations			
2.2 Building Information Modeling (BIM)			
2.3 Value-Engineering			
3.1 Technical Exhibits			
3.2 Governmental Approval Assistance			
3.3 Development Review Requirements			
3.4 Cost Estimates			
3.5 Utility Relocation Plan			

3.6 Soils and Groundwater Management Plan			
3.7 Site Management and Work Sequencing Plan			
3.8 Historic and Cultural Resources Preservation Work Plan			
3.9 Short-Term Operations and Maintenance Workplan			
3.10 Parks Maintenance Plan			
4.1 Subcontractor Procurement Plan			
4.2 Subcontractor Procurement			
4.3 Updated DBE/SWAM Participation Plan			
5.1 Phase 2 GMP Proposal and Phase 2 Amendment to Agreement			
Phase 1B Services Not to Exceed – Subtotal of line items 1.1 thru 5.1 above			

FORM D.2.1 - PHASE 1B SERVICES NOT TO EXCEED SUMMARY

CITY OF ALEXANDRIA, VA
RFP NO. 1047
Date:

To be completed by Respondent

		Organizational Chart Role	Principal-in-Charge or Executive Sponsor	Project Manager	Construction Manager	Other	Other	Other	Other	Other	Other	Other	Labor Subtotal		Expenses			Expenses Subtotal	Total (Labor + Expenses)
		Staff Name													Design Consultants and Subcontractors		Reimbursable Costs		
		Firm Name (Design-Builder)													Design Consultants (Total from D.1.2)	[Subcontractors]	Varies		
		Hourly Rate (from RFP Form D.4 *Hourly Rates and Reimbursable Costs Schedule*)											Hours	$	$	$	$	$	$
WBS		Description														*Add Columns*			
1		**Initiation and Project Management**																	
1.1		**Phase 1B Initiation**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
	1.1.1	Updated Project Management Plan											0	$0	$0			$0	$0
1.2		**Project Coordination and Management**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
	1.2.1	Monthly Progress Reports and Meetings											0	$0	$0			$0	$0
	1.2.2	Change Management											0	$0	$0			$0	$0
	1.2.3	Quality Management											0	$0	$0			$0	$0
	1.2.4	Develop Work Breakdown Structure (WBS)											0	$0	$0			$0	$0
	1.2.5	Schedule Management											0	$0	$0			$0	$0
	1.2.6	Risk Management											0	$0	$0			$0	$0
	1.2.7	Work Management System											0	$0	$0			$0	$0
	1.2.8	Health and Safety											0	$0	$0			$0	$0
	1.2.9	Project Funding											0	$0	$0			$0	$0
	1.2.10	Community Meetings											0	$0	$0			$0	$0
2		**Site Investigations**																	
2.1		**Site Investigations**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
	2.1.1	Environmental Site Investigations											0	$0	$0			$0	$0
	2.1.2	Archaeological Site Investigations											0	$0	$0			$0	$0
2.2		**Building Information Modeling (BIM)**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
	2.2.1	Update BIM											0	$0	$0			$0	$0
2.3		**Value-Engineering**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
	2.3.1	Value-Engineering Analysis											0	$0	$0			$0	$0
3		**Design Development**																	
3.1		**Technical Exhibits**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
	3.1.1	30% Technical Exhibit											0	$0	$0			$0	$0
	3.1.2	70% Technical Exhibit											0	$0	$0			$0	$0
3.2		**Governmental Approval Assistance**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
	3.2.1	Update Project Governmental Approval Plan											0	$0	$0			$0	$0
	3.2.2	Federal / State Permitting Applications											0	$0	$0			$0	$0
	3.2.3	Local Permitting Applications											0	$0	$0				
3.3		**Development Review Requirements**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
	3.3.1	Final Site Plan(s) Approvals											0	$0	$0			$0	$0
3.4		**Cost Estimates**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
	3.4.1	30% Cost Estimate Submittal											0	$0	$0			$0	$0
	3.4.2	70% Cost Estimate Submittal																	
3.5		**Utility Relocation Plan**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
	3.5.1	Utility Relocation Plan											0	$0	$0			$0	$0
3.6		**Soils and Groundwater Management Plan**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
	3.6.1	Soils and Groundwater Management Plan											0	$0	$0			$0	$0
3.7		**Site Management and Work Sequencing Plan**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
	3.7.1	Site Management and Work Sequencing Plan											0	$0	$0			$0	$0
3.8		**Historical and Cultural Resources Preservation Workplan**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
	3.8.1	Historical and Cultural Resources Preservation Workplan											0	$0	$0			$0	$0
	3.8.2	Historic and Cultural Resources Scope of Work											0	$0	$0			$0	$0
3.9		**Short-Term Operations and Maintenance Workplan**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
	3.9.1	Short-Term Operations and Maintenance Workplan											0	$0	$0			$0	$0
3.10		**Parks Maintenance Plan**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
	3.10.1	Parks Maintenance Plan											0	$0	$0			$0	$0
4		**Subcontractor Procurement**																	
4.1		**Subcontractor Procurement Plan**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
	4.1.1	Subcontractor Procurement Plan											0	$0	$0			$0	$0
4.2		**Subcontractor Procurement**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
	4.2.1	Subcontractor Procurement											0	$0	$0			$0	$0
4.3		**Updated DBE/SWAM Participation Plan**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
	4.3.1	Update DBE/SWAM Participation Plan											0	$0	$0			$0	$0
5		**Phase 2 GMP Proposal and Phase 2 Amendment to Agreement**																	
5.1		**Phase 2 GMP Proposal and Phase 2 Amendment to Agreement**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
	5.1.1	Phase 2 GMP Proposal and Phase 2 Amendment to Agreement											0	$0	$0			$0	$0
		Subtotals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

FORM D.2.2 - PHASE 1B SERVICES NOT TO EXCEED SUMMARY (DESIGN CONSULTANT)

CITY OF ALEXANDRIA, VA
RFP NO. 1047

To be completed by Respondent

Date:

		Organizational Chart Role	Design Manager	Marine/Bulkhead Design Lead	Pump Station Design Lead	Other	Other	Other	Other	Other	Other	Other	Labor Subtotal		Expenses				Expenses Subtotal	Total (Labor + Expenses)
		Staff Name													Design Subconsultants					
		Firm Name (Lead Designer)																		
		Hourly Rate (from RFP Form D.4 *Hourly Rates and Reimbursable Costs Schedule*)											Hours	$	$	$	$	$	$	$
WBS		Description																		
1		**Initiation and Project Management**																		
1.1		**Phase 1B Initiation**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0
	1.1.1	Updated Project Management Plan											0	$0					$0	$0
1.2		**Project Coordination and Management**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0
	1.2.1	Monthly Progress Reports and Meetings											0	$0					$0	$0
	1.2.2	Cost Trend Log											0	$0					$0	$0
	1.2.3	Cost Trend Log											0	$0					$0	$0
	1.2.4	Change Management											0	$0					$0	$0
	1.2.5	Quality Management											0	$0					$0	$0
	1.2.6	Develop Work Breakdown Structure (WBS)											0	$0					$0	$0
	1.2.7	Schedule Management											0	$0					$0	$0
	1.2.8	Risk Management											0	$0					$0	$0
	1.2.9	Work Management System											0	$0					$0	$0
	1.2.10	Health and Safety											0	$0					$0	$0
	1.2.11	Project Funding											0	$0					$0	$0
	1.2.12	Community Meetings											0	$0					$0	$0
2		**Site Investigations**																		
2.1		**Site Investigations**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0
	2.1.1	Environmental Site Investigations											0	$0					$0	$0
	2.1.2	Archaeological Site Investigations											0	$0					$0	$0
2.2		**Building Information Modeling (BIM)**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0
	2.2.1	Develop BIM											0	$0					$0	$0
2.3		**Value-Engineering**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0
	2.3.1	Value-Engineering Analysis											0	$0					$0	$0
3		Design Development																		
3.1		**Technical Exhibits**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0
	3.1.1	30% Technical Exhibit											0	$0					$0	$0
	3.1.2	70% Technical Exhibit											0	$0					$0	$0
3.2		**Governmental Approval Assistance**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0
	3.2.1	Update Project Governmental Approval Plan											0	$0					$0	$0
	3.2.2	Federal / State Permitting Applications											0	$0					$0	$0
	3.2.3	Local Permitting Applications											0	$0					$0	$0
3.3		**Development Review Requirements**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0
	3.3.1	Final Site Plan(s) Approvals											0	$0					$0	$0
3.4		**Cost Estimates**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0
	3.4.1	30% Cost Estimate Submittal											0	$0					$0	$0
	3.4.2	70% Cost Estimate Submittal																		
3.5		**Utility Relocation Plan**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0
	3.5.1	Utility Relocation Plan											0	$0					$0	$0
3.6		**Soils and Groundwater Management Plan**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0
	3.6.1	Soils and Groundwater Management Plan											0	$0					$0	$0
3.7		**Site Management and Work Sequencing Plan**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0
	3.7.1	Site Management and Work Sequencing Plan											0	$0					$0	$0
3.8		**Historical and Cultural Resources Preservation Workplan**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0
	3.8.1	Historical and Cultural Resources Preservation Workplan											0	$0					$0	$0
	3.8.2	Historic and Cultural Resources Scope of Work											0	$0					$0	$0
3.9		**Short-Term Operations and Maintenance Workplan**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	
	3.9.1	Short-Term Operations and Maintenance Workplan											0	$0					$0	
3.10		**Parks Maintenance Plan**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	
	3.10.1	Parks Maintenance Plan											0	$0					$0	
4		**Subcontractor Procurement**																		
4.1		**Subcontractor Procurement Plan**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0
	4.1.1	Subcontractor Procurement Plan											0	$0					$0	$0
4.2		**Subcontractor Procurement**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0
	4.2.1	Subcontractor Procurement											0	$0					$0	$0
4.3		**Updated DBE/SWAM Participation Plan**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0
	4.3.1	Update DBE/SWAM Participation Plan											0	$0					$0	$0
5		**Phase 2 GMP Proposal and Phase 2 Amendment to Agreement**																		
5.1		**Phase 2 GMP Proposal and Phase 2 Amendment to Agreement**	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0
	5.1.1	Phase 2 GMP Proposal and Phase 2 Amendment to Agreement											0	$0					$0	$0
		Subtotals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Form D.3 Design-Builder's Fee Percentage

The Respondent shall complete the following summary table for the Design-Builder's Fee percentage. The Design-Builder's Fee percentage has the meaning pursuant to the Interim Agreement. The RFP includes scope, milestone durations, and budgetary information, which forms the basis for completing the following summary table. **Respondent shall provide percentage with two decimal places (i.e., 0.00%)**.

DESIGN-BUILD SERVICES ALEXANDRIA WATERFRONT IMPLEMENTATION PROJECT DESIGN-BUILDER'S FEE PERCENTAGE: SUMMARY TABLE	
Design-Builder's Fee Percentage	**Percentage**
Design-Builder's Fee Percentage	**__.__%**

Form D.4 Hourly Rate and Reimbursable Table Template

The Respondent shall complete versions of the following table –for Phase 1 Design-Builder's Personnel, Lead Designer, Design Consultants, and Subcontractors.

The Hourly Rates and Reimbursable Costs Schedule, as prepared and submitted in the Design-Builder Proposal, will be added to the Design-Builder Contract under Exhibit 4.2 of the Interim Agreement.

[Name of Entity]	Hourly Rates and Reimbursable Costs Schedule					
HOURLY RATES						
Organizational Chart Role	Name of Project Team Member	Raw Labor Rate ($/hr)	Overhead (%)	Profit (%)	Fully Burdened Rate w/o Design-Builder's Fee ($/hr)	Fully Burdened Rate w/ Design-Builder's Fee ($/hr)
REIMBURSEABLE EXPENSES						
Expense Description	Rate					

Notes

The Hourly Rate (w/ Design-Builder's Fee) is also known as the "all-in" rates. The "all-in" rates for personnel, include but are not limited to direct wages, salaries, payroll taxes, fringe benefits, insurance, overhead, and profit of Design-Builder and the applicable DB-Related Entity. The "all-in" hourly rate shall be used for basis of preparing RFP Forms D.1.1, D.1.2, D.2.1, and D.2.2 included herein.