

# DBIA Standard Form Request for Proposals

SAMPLE

## Document No. 410

© Design-Build Institute of America  
Washington, D.C.





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- 6. Limited Warranty.** DBIA warrants the electronic files or other media by which DBIA Contract Documents are furnished to be free from defects in materials and workmanship under normal use during the Term. There is no other warranty of any kind, expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. DBIA does not warrant that the DBIA Contract Documents will meet your requirements or that the operation of DBIA Contract Documents will be uninterrupted or error free.
- 7. Limitations of Remedies.** DBIA's entire liability and your exclusive remedy shall be: the replacement of any document not meeting DBIA's "Limited Warranty" which is returned to DBIA with a copy of your receipt, or at DBIA's election, your money will be refunded. In no event will DBIA be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use DBIA Contract Documents even if DBIA has been advised of the possibility of such damages, or for any claim by any other party. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- 8. Acknowledgement.** You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions and that it will be governed by the laws of the District of Columbia. You further agree that it is the complete and exclusive statement of your agreement with DBIA which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this agreement.



## Standard Form of Request for Proposals

*This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification. The RFQ and RFP should be modified to meet the Owner's and the Project's needs. The provisions below are suggested content only. For information regarding the Owner's considerations in drafting their procurement documents, see the accompanying DBIA RFQ/RFP Guide.*

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The Owner has selected \_\_\_\_ Offerors from the Offerors who submitted SOQ for the Project described below to submit Proposals pursuant to this **REQUEST FOR PROPOSALS** ("RFP"). By submitting a Proposal, the Offeror represents that it has carefully read the terms and conditions of this RFP, including all attachments and addenda, and agrees to be bound by them.

**OWNER:**  
(Name and address)

**PROJECT:**  
(Include Project name and location)

**OWNER CONTACT PERSON:**  
Offerors shall submit the Proposal to:

**PROPOSAL DUE DATE AND TIME:**  
Proposals shall be submitted no later than:

All Proposals must be submitted pursuant to the instructions below. It is the Offeror's sole responsibility to ensure that the Proposal is delivered in the manner required in this RFP by the Due Date and Time. Owner has the right to reject any Proposals not properly delivered.

## **SECTION 1: GENERAL INFORMATION**

### **1.1 General**

This RFP is the second step in the two-step procurement process for the Project. This RFP incorporates the terms, definitions, and schedules set forth in the Request for Qualifications (“RFQ”) and any Addenda issued thereto; however, to the extent that the RFP conflicts with the RFQ and any Addenda thereto, the RFP shall prevail and shall be considered an addendum to previously published information. Offerors must submit their Proposals pursuant to the schedule set forth in this RFP. This RFP is not an offer to enter into a contract, but is merely a solicitation of entities interested in submitting a Proposal to the Owner for the Project.

### **1.2 Revised Procurement Schedule**

The following is a revised Procurement Schedule. The Owner reserves the right to modify the schedule via Addenda.

*[If the schedule has been revised since the RFQ, insert the revised schedule here. For a discussion regarding procurement schedules, see the DBIA RFQ/RFP Guide]*

### **1.3 Owner’s Program**

**1.3.1** Attachment A to this RFP is the Owner’s Program. The Owner’s Program describes the Project scope and contains the Owner’s Project goals and objectives as well as the performance criteria for the Project. The Owner’s Program will become part of the Basis of Design Documents, which is defined in Section 1.2.2 of the DBIA Standard Form of General Conditions of Contract Between the Owner and Design-Builder. All submittals from Offerors must be consistent with and designed to achieve the goals and objects set forth in the Owner’s Program.

**1.3.2** Offerors shall be entitled to reasonably rely on the accuracy of the information represented in the design or prescriptive specifications set forth in the RFP and their compatibility with other information set forth in Owner’s Program for the purposes of developing the Offeror’s Technical and Price Proposals. However, the selected Design-Builder will be required to perform an independent evaluation of all information provided by the Owner, including but not limited to such design or prescriptive specifications to validate the information provided by the Owner. Further, regardless of the inclusion of design or prescriptive specifications, the selected Design-Builder shall remain responsible for meeting the performance requirements of the Project, including but not limited to the requirements that the Project meet the Basis of Design Documents as well as all applicable Legal Requirements. Provided the selected Design-Builder complies with all requirements set forth in the Contract, including but not limited to those regarding notice of claims to the Owner and identification of differing site conditions, and only to the extent that the Contract allows the selected Design-Builder to an adjustment in the Contract Price and Project Schedule, the selected Design-Builder will be entitled to an adjustment in the Contract Price and Project Schedule. Such adjustment shall be limited to the extent Design-Builder’s actual documented costs or the critical path of the Project Schedule have been adversely impacted by materially inaccurate design or prescriptive specifications that are inconsistent with meeting the Project’s performance requirements.

**1.3.3** The Owner assumes no responsibility for conclusions or interpretations made by the Offeror based on the information provided by the Owner. Oral statements made by the Owner representatives are not binding on the Owner unless the Owner confirms the statements and changes by written Addendum to the RFP. In the event of a conflict between codes, industry standards and the Owner’s Program, the most stringent requirements shall apply and Offerors shall submit their Proposals based on the most stringent requirements.

## 1.4 Contract Documents

Attachment B to this RFP is the proposed form of Contract between the Owner and Design-Builder. The Contract includes the following documents: *[The following are examples only.]*

### 1.4.1 *[pick one]*

- DBIA Document 525, Standard Form of Agreement Between Owner and Design-Builder Lump Sum
- DBIA Document 530, Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for a Guaranteed Maximum Price

### 1.4.2 DBIA Document 535, Standard Form of General Conditions of Contract Between Owner and Design-Builder

## **SECTION 2: RFP PROCUREMENT PROCESS**

To be responsive to the RFP and obtain the stipend/honorarium set forth in the RFQ, Offerors must submit responsive Proposals and participate fully in the following RFP Procurement Process.

*[The following sections represent potential elements of the procurement process. See the DBIA RFQ/RFP Guide for a further discussion of the issues Owners should consider when developing the structure of the procurement process.]*

### **2.1 Site Walk Through**

- 2.1.1 The Site Walk Through will be held on *[insert date and time]* at *[insert location]*.
- 2.1.2 The Site Walk Through  *is* /  *is not* mandatory.
- 2.1.3 Offeror will have an opportunity to view the following aspects of the Project during the Site Walk Through. *[Insert a description of the property/areas that Offerors will be able to observe.]*
- 2.1.4 Offerors should be prepared to do the following at the Site Walk Through. *[List any tests, measurements, or other data Offerors are expected to gather during the Site Walk Through.]*
- 2.1.5 Offerors may have up to \_\_\_\_ *[insert number]* people at the Site Walk Through.
- 2.1.6 Offerors must follow the procedures set forth herein prior to attending the Site Walk Through. *[Insert any security or badging requirements.]*
- 2.1.7 Offerors may ask questions during the Site Walk Through; however, Offerors may not rely on any information provided orally during the Site Walk Through unless such information is provided in writing as an Addendum to this RFP.

### **2.2 Proposed Changes in the Design-Build Contract Documents**

- 2.2.1 Submission of a Proposal pursuant to this procurement is a representation by the Offeror that it has reviewed the Contract Documents, including but not limited to the Owner's Program, and the Offeror is willing to perform the Work set forth in the Owner's Program for the terms set forth in the Contract Documents.
- 2.2.2 Prior to the date set forth in the schedule, Offerors may propose changes to the Contract Documents, including but not limited to the insurance requirements, bonding requirements, Design-Build Contract, the General Terms and Conditions or Division 0 and 1 of the Specifications. *[This list is provided as an example only. Owners should list the type of Contract Documents on which they are willing to consider changes.]* The Owner's goals in requesting such proposed changes are: i) to discover provisions in the Contract Documents that unnecessarily increase the cost of the Project or complicate the performance of the Work, and ii) to identify contract provisions and commercial terms the Design-Builder intends to negotiate if selected. Therefore, with every proposed change, Offerors must include the following information:

- .1 The document and section number;
- .2 Proposed alternate language;
- .3 An explanation for the requested change; and
- .4 Any impact the requested change has on any commercial term in the Contract Documents or Owner's Program.

**2.2.3** The Owner may discuss any proposed changes during the [\[ \] Proprietary Meeting/ \[ \] Interactive Meeting / \[ \] Interview](#). The Owner reserves the right to reject any and all proposed changes and to accept any proposed change to the Contract Documents via Addendum to the RFP. The Owner also reserves the right to negotiate such provisions with the selected Offeror.

## **2.3 Alternative Technical or Management Concepts**

**2.3.1** Prior to the date set forth in the schedule, Offerors may submit Alternative Technical or Management Concepts ("Alternative Concepts" or "ATCs") that are not consistent with the Owner's Program. The Owner's goal in requesting Alternative Concepts is to encourage innovation by Offerors to better meet the Owner's Project Objectives set forth in Section 2.2 of the RFQ and the Owner's definition of Design Excellence set forth in Section 2.6.4 of the RFQ.

**2.3.2** ATCs should meet or exceed the performance requirements set forth in the Owner's Program; however, Offerors may submit ATCs that contain solutions that are substantially equal to the performance requirements set forth in the Owner's Program if the solution provides a guaranteed cost savings for the Project. ATCs that merely cut a portion of the scope of Work or provide a lesser standard of performance or materials are not considered ATCs.

**2.3.3** Offerors must identify the portion of the Owner's Program that is inconsistent with the solution presented in the ATC. By identifying any cost savings as a result of the Owner's acceptance of the ATC, the Offeror guarantees the cost savings to the Owner if the ATC is accepted.

**2.3.4** The Owner reserves the right to consider Alternative Concepts and accept or reject such Alternative Concepts in whole or in part. If the Owner accepts an Alternative Concept that is contrary to the Owner's Program, the Owner shall issue an Addendum to this RFP altering that portion of the RFP that is inconsistent with the accepted Alternative Concept. Such Addenda will be issued prior to the date set forth in the schedule. *[Public owners should review the regulatory requirements in their state regarding Alternative Technical Concepts. In some states, public owners may accept an Alternative Technical Concept without notifying the other Shortlisted Offerors.]*

**2.3.5** The Owner will make an independent determination with respect to the extent to which the Alternative Concept is consistent with the Owner's Program as well as any changes necessary to the Owner's Program to allow the Owner to accept the Alternative Concept. Notwithstanding any consideration, acceptance, or rejection of an Alternative Concept as part of the procurement, the Owner reserves the right to consider such Alternative Concepts during the performance of the Project and amend the Owner's Program to include the Alternative Concept.

**2.3.6** If an Offeror claims that any portion of a submitted Alternative Concept is proprietary or confidential information, the Offeror shall identify that portion of the Alternative Concept that it considers to be proprietary. The Owner will consider the request to keep such information proprietary but reserves the right to make its own determination regarding the proprietary nature of the Alternative Concept. If the Owner disagrees with the Offeror's designation of the information as proprietary, the Owner will provide written notice to the Offeror and an opportunity to withdraw or modify the proprietary information prior to disclosure.

## **2.4 Confidential Individual Meetings with the Owner**

**2.4.1** The Owner will conduct the following Confidential Individual Meetings with the Offerors. The

following instructions apply to all of the meetings:

- .1 Offerors may bring up to \_\_\_ *[insert number]* of Key Team Members to the Confidential Individual Meeting. Offerors are requested to only bring Key Team Members who will have significant involvement in the Project.
- .2 Offerors may ask questions during any of the meetings; however, Offerors may not rely on any information provided orally during any meeting unless such information is provided in writing as an Addendum to this RFP.
- .3 All participants to any Confidential Individual Meeting will be required to sign a confidentiality agreement prior to the Confidential Individual Meeting.

*[The Owner should list the type of Confidential Individual Meeting(s) that it intends to conduct with the Offerors and when in the procurement process each meeting is anticipated to occur (before or after the submission of the Proposals). Owners should describe what will occur at each meeting to provide Offerors the opportunity to prepare for the meeting. The following are examples of types of Confidential Individual Meetings typically conducted by Owners. For a further discussion of meetings during the RFP process, see the DBIA RFQ/RFP Guide.]*

#### **2.4.2 Proprietary Meetings**

- .1 The Owner will conduct \_\_\_ *[insert number]* of Proprietary Meetings with each Offeror individually. The Proprietary Meeting(s) will provide an opportunity for the Offeror to ask the Owner questions regarding the Proposal, Alternative Technical Concepts, and/or proposed changes in the form of contract. The Proprietary Meeting(s) will last approximately \_\_\_ hour(s) and will occur before the submission of the Technical Proposal.
- .2 *[Describe the format of the Proprietary Meeting. The following is an example only.]* the Short Listed Offerors will have an opportunity to describe their Proposal and any Alternative Technical Concepts or proposed changes in the Contract Documents. Offerors are encouraged to focus on how their Proposed approach for the Project will distinguish themselves from other Offerors, meet the Owner's needs and objectives as well as achieve Design Excellence. The Owner will have an opportunity to ask questions regarding the submitted Proposals and/or proposed changes in the Contract Documents.
- .3 Offerors may not rely on any oral statement to accept an ATC or Proposal in the Proprietary Meeting unless such oral statement is contained in a written Addendum to the RFP issued by the Owner.
- .4 Any presentations at the Proprietary Meetings should be in the following format: *[Include any format restrictions such as number of photographs, slides, or electronic media.]* Offerors will have access to the following equipment for their presentations: *[Describe what, if any, equipment will be provided to Offerors.]*
- .5 The intent of the Proprietary Meeting is to discuss the Proposal, Alternative Technical Concepts, and proposed changes to the Contract; therefore, the Offerors will not be scored with respect to the Proprietary Meeting itself. However, the Owner reserves the right to evaluate the interaction of the proposed Design-Build Team with the Owner with respect to the Offeror's ability to collaborate with the Owner.

#### **2.4.3 Interactive Meetings**

- .1 The Owner will conduct \_\_\_ *[insert number]* of Interactive Meetings with the Design-Build Team. The intent of the Interactive Meeting is to evaluate how well each Offeror and its Proposed Design-Build Team collaborate with the Owner. Offerors should consider the Interactive Meeting to be the first Project meeting with the Owner and conduct the meeting as if the Proposed Design-Build Team was selected on the Project. The

Interactive Meeting will last \_\_\_ hours and will occur [ ] before/[ ] after] the submission of the Technical Proposal.

- .2 The Owner may ask questions of or propose hypothetical scenarios to the Proposed Design-Build Team. Teams should be prepared to develop and propose solutions to such questions and/or scenarios during the meeting.
- .3 Offerors will be evaluated on their ability to solicit the concerns from the Owner's staff, explain their past performance and knowledge in the delivery method and with Projects of Similar Scope and Complexity, effectively communicate and collaborate with the Owner's staff, and provide achievable and collaborative solutions to address the Owner's concerns. Offerors will provide a set of meeting minutes as an attachment to the Technical Proposal, not to exceed \_\_\_ pages. The meeting minutes should reflect the type of documentation that the Owner should expect during the course of the Project.

#### 2.4.4 Interview

- .1 The Owner shall conduct an individual Interview with each Short Listed Offeror. The Interview shall be approximately \_\_\_ hours and will occur [ ] before/[ ] after] the submission of the Technical Proposal. *[Describe what will occur during the Interview. The following are examples.]*
- .2 The Owner reserves the right to ask questions of the Offeror, including but not limited to questions regarding the Offeror's SOQ and/or Technical Proposal.
- .3 The proposed Design-Build Team will have an opportunity during the Interview to take a maximum of *[insert time]* to provide a presentation to the Owner regarding its Technical Proposal.
- .4 *[If the Technical Proposal includes design or other solutions, Owners may want to include the following:]* Offerors should include in the presentation an explanation of the design solution and how the design solution meets or exceeds the Owner's Project Goals and the definition of Design Excellence for this Project.
- .5 *[The following instruction can be applicable to any procurement, but it is specifically intended to be used for procurements that do not require the Design-Build Team to propose a design solution during the procurement.]* The proposed Design-Build Team must include in its presentation examples of Design Excellence in previous projects. The Proposed Team should discuss at least \_\_\_ examples of projects exhibiting Design Excellence in which Key Team Members had a substantive role. Additional points may be awarded for design excellence in Projects of Similar Scope and Complexity. In addition to photographic renderings of the designs, Offerors should describe how the design a) met the definition of Design Excellence and b) furthered the owner's goals for the project. The presentation is intended to provide information regarding the Proposed Design-Build Team's past performance delivering projects that exhibit design excellence. Offerors *[ ] should/ [ ] should not* present designs or concepts for this Project. Offerors will be evaluated on: i) the quality of the designs presented and their relevance to this Project; ii) the extent to which the designs exhibit design excellence; and iii) the extent to which the designs presented provide insight to the Owner regarding the Offerors' understanding of this Project and show examples of solutions that may be applicable to the issues and concerns present in this Project.
- .6 Any presentations at the Interview should be in the following format: *[Include any format restrictions such as number of photographs, slides, or electronic media.]* Offerors must provide the Owner with a copy of the presentation in the following format. *[Include the format for copies to the Owner. For example, the Owner could require Offerors to supply an electronic copy prior to the Interview or leave a copy of the presentation on an USB*



*drive, or the Owner could require hard copies of the presentation.]*

- .7 Offerors will have access to the following equipment for their presentations: *[Describe what, if any, equipment will be provided to Offerors.]*

## 2.5 Technical Proposal

Offerors shall submit the Technical Proposal pursuant to the instructions set forth herein at or before the time set forth in the schedule. Offerors are encouraged to focus on the concerns of the Owner as set forth below in submitting their Proposal.

## 2.6 Price Proposal *[If Applicable]*

**2.6.1** Offerors will submit Price Proposals pursuant to the Procurement Schedule and pursuant to the instructions set forth in Attachment C. Price Proposals shall be based on the RFP and Contract Documents as amended by Addenda. The prices submitted in the Price Proposals will be inserted into the appropriate sections of the Design-Build Agreement with the selected Offeror. Offerors shall keep their Price Proposals open for \_\_\_ days after submission of their Price Proposal. Offerors shall be entitled to rely on the written information provided by the Owner in the RFP and any Addenda in developing their Price Proposal; however, the selected Design-Builder will be required to validate all Project information as set forth in the Contract Documents. By submitting a Price Proposal, the Offeror represents and warrants that it will enter into the Agreement set forth in Attachment B for the amount set forth in the Price Proposal, subject only to changes as allowed under the Agreement.

*[The following provision is applicable for Projects that have bridging documents and where the Offerors are submitting a price for the Project.]*

**2.6.2** The Offeror has carefully examined the RFP and the Owner's Program and ascertained the nature, scope, and location of the Work. The Offeror has investigated and assured itself as to the general and local conditions that can affect the Work or its cost, all geotechnical and existing site conditions data, and any and all Plans, Specifications, Addenda, and Contract forms. The submittal of the Technical and Price Proposals shall be conclusive evidence that the Offeror has made such examinations and understands all the requirements for the performance of the completed Work. Failure of the Offeror to take these actions will not relieve it of responsibility for properly estimating the difficulty and cost of successfully completing the Work, or for proceeding to successfully complete the Work without additional cost to the Owner. The Offeror shall determine the methods, materials, labor, and equipment required to perform the completed Work and shall reflect their cost in the Price Proposal.

## 2.7 Selection of Preferred Offeror

**2.7.1** The Owner will evaluate each Offeror pursuant to the selection criteria and weights established herein. The Owner will determine the Preferred Offeror and notify all Offerors in writing of its determination. The "Preferred Offeror" is the Offeror that the Owner determines achieves the apparent *[Insert appropriate term, such as "highest score", "best overall ranking", or "best value"]*.

*[Public Owners should review the procurement requirements in any applicable authorizing legislation, regulation, or code with respect to the selection of the Design-Builder. The following are alternative provisions for projects that allow for negotiations to the contract and projects that do not allow for such negotiations.]*

**2.7.2** *[The following provision is applicable for procurements where the Owner intends to enter into negotiations with the Preferred Offeror.]* At the Owner's discretion, the Owner will initiate negotiations with the Preferred Offeror. If the Owner cannot reach agreement with the Preferred Offeror, the Owner shall cease negotiations with the Preferred Offeror and provided that such

negotiations are terminated in writing, shall initiate negotiations with the next Preferred Offeror. The Owner shall continue with this process with each such Offeror until it reaches agreement or cancels the procurement. Negotiations are at the Owner's sole discretion. Offerors should not anticipate that any portion of the proposed Contract will be changed or modified. By submitting a Proposal pursuant to the RFP, the Offeror represents and warrants that it will enter into the contract provided by the Owner subject to the terms set forth in its Proposal.

- 2.7.3** *[The following provision is applicable for procurements where the Owner will not enter into negotiations with the highest ranked Offeror.]* Offerors should not anticipate that any portion of the proposed Contract will be changed or modified. By submitting a Proposal pursuant to the RFP, the Offeror represents and warrants that it will enter into the contract set forth in Attachment B, subject to the terms set forth in its Proposal.

## **2.8 Selection De-Briefing**

All Offerors may request a de-briefing from the Owner with respect to the Procurement; however, Owner shall conduct no such de-briefings until it has either reached an agreement on the Project or canceled the Procurement.

*[Public owners should review the regulatory requirements in their state. Some public owners are required to de-brief the non-selected Offerors prior to signing the contract with the Preferred Offeror.]*

## **SECTION 3: DOCUMENTATION REQUIREMENTS**

### **3.1 Submittal Process**

*[Insert process for submitting the deliverables required in the RFP. The following are examples for both electronic and hard copy submittals.]*

- 3.1.1** *[This provision is applicable to electronic submittals.]* Offerors must submit the Technical Proposal and Price Proposal electronically. Hard copy submittals will not be accepted. Submissions must be delivered through email to *[Insert email or other electronic delivery instructions]*.

- .1 The e-mail submittal shall include the Request for Proposal number, title, and due date and time in the subject line of the submittal e-mail. The Technical Proposal and the Price Proposal shall be submitted in separate emails, and the emails shall include the following titles in the subject line, as applicable:
  - a. "Technical Proposal"
  - b. "Price Proposal"
- .2 Submittals must not be larger than *[Insert maximum file size]*.
- .3 The Owner will use the time stamp on the submittal e-mail to determine timeliness.
- .4 Offerors are responsible for ensuring timely delivery of submittals. The Owner will provide an email confirming delivery of the submittal; however, the Owner is not responsible for Offerors' technical difficulties in submitting electronically.
- .5 Formatted in searchable .pdf format.
- .6 Late submittals will not be evaluated.

- 3.1.2** *[This provision is applicable to hard copy submittals.]* Offerors must submit all Proposals by delivering [insert number of copies] to the address below:

*[Insert Contact Person and address]*

- .1 The submittal shall be sealed and include on the outside of the sealed envelope the Request for Proposal number, title, and due date and time and shall clearly identify the following:
  - a. "Technical Proposal"
  - b. "Price Proposal"
- .2 The Owner will stamp the submittals with a date and time stamp to record timeliness.
- .3 Offerors are responsible for ensuring timely delivery of submittals. The Owner is not responsible for late submittals.
- .4 Late submittals will not be evaluated.

## 3.2 Submittal Format Requirements

3.2.1 All submittals shall comply with the following format requirements:

3.2.2 Organized in accordance with the RFP.

3.2.3 When printed, shall be limited to the page limitation set forth in the instructions for each section.

- .1 The **only** documentation that is **not** included in the page count is the following:
  - a. Cover Letter
  - b. Appendices (provided that each Appendix meet the page count set forth in the requirement for the Appendix)
  - c. Table of contents or tabs will not be counted against the page count as long as these items are used exclusively for organization and contain no substantive written or graphic content.
- .2 In the event that the page limit is exceeded, the Owner, at its sole discretion, reserves the right to remove pages from the sections of any non-conforming submittals to bring each non-conforming submittal within the page count requirement.
- .3 A "page" shall be defined as one single-sided piece of paper that has words, charts, tables, pictures, or graphics. Pages shall be 8.5 x 11 inches, with the exception of \_\_\_ pages, which may be presented in 11 x 17-inch format; however, larger pages may only contain graphics and/or designs and may not be used for an Offeror's narrative.
- .4 The font on any portion of the submittal, including graphics, should be no smaller than 10 point.

## 3.3 Cover Letter

Offerors must include a cover letter that includes the following: (1) name, address, telephone number, and e-mail address for each Proposed Design-Build Team Member that has been added to the Proposed Design-Build Team since submission of the SOQ and (2) any requested changes to the Proposed Design-Build Team since submission of the SOQ. Note that changes to the Proposed Design-Build Team continue to be subject to the RFQ, and Offerors should include an explanation justifying the changes to the Proposed Design-Build Team. The cover letter shall be a maximum of two (2) pages.

## 3.4. Technical Proposal

The Technical Proposal may not be longer than \_\_\_ pages *[insert maximum number of pages]*. Offerors should focus their discussions in the Technical Proposal on their approach to the Project and are encouraged to include and reference insights gained from the Confidential Individual Meetings.

*[Owners should consider the appropriate evaluative factors for each project. Because the goals for each project are unique, the following sections are provided as examples of evaluative factors. Other common evaluative factors include: Small and/or Disadvantaged Business Utilization, Safety Program, Apprenticeship Program, and Approach to Sustainability. In determining evaluative factors, Owners are encouraged to review the goals and challenges for each specific project and identify evaluative factors that are most likely to lead to a successful project. For further discussion on evaluative criteria as well as additional examples of such criteria, see the DBIA RFQ/RFP Guide.]*

### **3.4.1 Overall Management Approach**

- .1** Describe the Offeror's overall management approach to the Project. In responding to this evaluation factor, Offerors should address the following:
  - a. What strategies will the Proposed Design-Build Team employ to achieve a thorough and clear understanding of the Owner's goals and objectives?
  - b. Based on the information provided in the RFQ, RFP, and Confidential Individual Meetings, what is the Proposed Design-Build Team's current understanding of the goals and objectives of this Project?
  - c. Identify three (3) key challenges to the Project, and for each challenge identified,
    - Propose a strategy to mitigate the potential negative impacts of the challenge.
    - Identify any unique approaches, strengths, and/or differentiating resources (including specific Key Team Members) that will assist the Proposed Design-Build Team to implement the strategy and assist the Owner in achieving its goals.
- .2** Subcontractor Procurement Approach. The Owner recognizes the importance of the entire design-build team, including specialty design-build subcontractors. For those subcontractors and subconsultants not proposed as part of the Design-Build Team,
  - a. Describe the Design-Build Team's overall approach to subcontractor and subconsultant procurement for the Project.
  - b. Identify the challenges in the selection of subcontractors and subconsultants for the Project and how the Design-Build Team will address those challenges.
  - c. If applicable, describe in detail the Design-Build Team's approach to early subcontractor involvement, including proposed design-build and design-assist subcontractors, and identify which scopes of Work are candidates for design-build or design-assist subcontracts.
- .3** Quality Assurance/Quality Control ("QA/QC"). Provide the following information regarding the Proposed Design-Build Team's approach on QA/QC. Include the following information:
  - a. The overall approach to both design and construction QA/QC;
  - b. The Proposed Design-Build Team's processes and tools to facilitate QA/QC; and
  - c. The reporting and functional relationship(s) between the Quality Management personnel and the Proposed Design-Build Team as a whole.
- .4** Describe the Design-Build Team's commitment to safety and what innovations the Team will bring to the Project to enhance safety.
- .5** The information provided in response to this Section of the RFP will be scored based

on the following:

- a. The Proposed Design-Build Team's understanding of the delivery method;
- b. The degree to which the Proposed Design-Build Team understands the Owner's goals and objectives with respect to the Project; and
- c. The strength of the Proposed Design-Build Team's management plan for the Project, including not only the specific topics and specialized components outlined in the RFP or discussed in the Confidential Individual Meetings, but also any other component or element that the Proposed Design-Build Team deems essential to the success of the Project.

### 3.4.2 Project Controls, Cost Tracking *[and GMP Development]*

- .1 Describe the Design-Builder's processes and tools for monitoring, reporting, and managing cost, including but not limited to:
  - a. Design to budget control and reporting processes.
  - b. Scope, cost, and schedule baseline development and management/change control processes and the participation and interaction among the scheduling and estimating teams, project, design, construction, and operations management teams to execute these processes.
  - c. Risk management processes and how quantified risk cost and schedule values are factored into the cost and schedule baseline, projected cost and schedule performance, and cash flow reporting.
  - d. Cash flow reporting processes and basis for monthly cash flow estimated values.
  - e. Process to plan, track, cash flow, and correctly bill Federal Grant eligible and ineligible work in place, grant management and administration.
  - f. Document control system integration with work breakdown structure and responsibility assignment matrix or organizational structure.
- .2 What are the primary challenges with respect to project controls and how will those challenges be met?
- .3 *[For progressive projects where price is not established at the outset of the project]* Describe the Design-Builder's processes and tools for developing a Guaranteed Maximum Price and addressing such issues as:
  - a. The optimum time to establish the GMP;
  - b. How the GMP will be calculated;
  - c. How the Design-Builder proposes to deal with unknown issues such as contingencies, allowances, and escalation factors;
  - d. The Design-Builder's conceptual estimating process;
    - a. Input from specialty contractors;
    - b. The primary challenges in establishing the GMP; and
    - c. The differentiating resources of the Proposed Design-Build Team that will meet the challenges of establishing the GMP.
- .4 The information provided in response to this Section of the RFP will be evaluated based on the following considerations:
  - a. The robust nature of the Proposed Design-Build Team's plan for tracking and measuring the metrics for the Project, including but not limited to costs and

- schedule;
- b. The Proposed Design-Build Team's plan to collaborate in the development and communication of budget, costs, and schedule to the Owner; and
- c. The differentiating resources that the Proposed Design-Build Team provides for the Project.

### 3.4.3 Collaboration and Integration

One of the primary goals for the Project is to create a highly functioning, collaborative, and integrated team as early as possible and to incorporate the Owner's staff and consultants as part of that team.

- .1 Explain the Design-Build Team's approach to creating a collaborative environment for the Project.
- .2 Describe how the Design-Build Team will engage the Project Stakeholders and incorporate their input into the Project.
- .3 Provide the Design-Builder's approach to conflict resolution between the Owner and the Design-Builder and among members of the Design-Build Team.
- .4 The information provided in response to this Section of the RFP to will be evaluated based on the following considerations:
  - a. The strength and viability of the Design-Build Team's plan to communicate and collaborate with the Owner, including not only the specific topics on which the Owner has requested discussion but any other topics that the Proposed Design-Build Team deems essential to the success of the Project;
  - b. The ideas and innovations submitted by the Design-Build Team that will enhance and foster collaboration and integration; and
  - c. The differentiating resources that the Design-Build Team will bring to the Project and how those differentiating resources will enhance the Project.

### 3.4.4 Design Development and Management

In developing the design for the Project, the Design-Builder will be required to *[briefly describe the scope of the Project – the following is an example]* seamlessly incorporate the new buildings and facilities into multiple existing buildings; coordinate and integrate Owner information systems; obtain and incorporate design input from multiple external stakeholders as well as multiple stakeholders within the Owner; and satisfy the safety, regulatory, and security requirements of multiple governmental entities, all while achieving Design Excellence.

- .1 Describe the Design-Build Team's overall approach to Design Excellence, design commitment, design development, and management for the Project. Include a description of the design management process and the communications between the Owner and the Design-Builder during this process.
- .2 Identify the challenges in developing the design for the Project and how the Design-Build Team will address those challenges.
- .3 Provide details regarding the tools used in the design process, including Building Information Modeling, and how those tools will assist the Design-Builder in achieving those goals.
- .4 Describe the Proposed Design-Build Team's approach to value engineering for the Project.
- .5 Describe the Proposed Design-Build Team's approach to defining and obtaining design commitment.

- .6 Describe the Proposed Design-Build Team's process for managing quality assurance and quality control during the design process and identify the Key Team Members who will be tasked with the review and coordination of all phases of design documents.
- .7 Describe the Proposed Design-Build Team's approach for managing the permitting process.
- .8 The information provided in response to this Section of the RFP will be evaluated based on the following considerations:
  - a. The strength and viability of the Proposed Design-Build Team's design management plan, including not only the specific topics on which the Owner has requested discussion but any other topics that the Proposed Design-Build Team deems essential to the success of the Project;
  - b. The quality of the Proposed Design-Build Team's approach to design excellence for the Project and the ideas and innovations proposed to achieve design excellence; and
  - c. The differentiating resources that the Proposed Design-Build Team will bring to the Project and how those differentiating resources will enhance the Project.

### 3.4.5 Project Sequencing and Scheduling

The construction schedule should meet the Owner's estimated completion date, promote efficiency, and have the least amount of impact on Owner operations and the Project stakeholders as possible.

- .1 Describe the Proposed Design-Build Team's overall approach to scheduling and construction sequencing for the Project. In addition to the overall approach, include a description as to how the Design-Build Team will address regulatory and stakeholder approvals for the permitting process.
- .2 Identify the challenges in scheduling the construction for the Project and how the Design-Build Team will address those challenges.
- .3 Provide details regarding the tools used in developing optimal sequencing and coordination of the Work and how those tools will assist the Design-Builder in achieving those goals including but not limited to:
  - a. Building Information Modeling; and
  - b. Administration of the consultants, subconsultants, and subcontractors.
- .4 *[For progressive projects where the schedule is not established at the outset of the project]* Describe the tools and methodology for the development of the baseline schedule including durations, sequencing and logic, and skilled labor availability for determining manpower projections.
- .5 *[For projects where the schedule is established at the outset of the project]* Describe the assumptions under which the proposed schedule was based, including proposed durations, sequencing and logic, and skilled labor availability for determining manpower projections.
- .6 The information provided in response to this Section of the RFP will be evaluated based on the following considerations:
  - a. The strength and viability of the Design-Build Team's project sequencing and scheduling plan, including not only the specific topics on which the Owner has requested discussion but any other topics that the Design-Build Team deems essential to the success of

- the Project; and
- b. The differentiating resources that the Design-Build Team will bring to the Project and how those differentiating resources will enhance the Project.

**3.4.6 Proposed Design** *[For projects where the project design is a deliverable]*

- .1 Offerors shall submit a Design Proposal that meets or exceeds the criteria set forth in the Owner's Program and that meets the definition of Design Excellence set forth in this procurement. The Design Proposal shall be submitted as follows:
  - a. The Design Proposal shall be in the following format: *[Include the required format for the Design Proposal, for example, whether it should be submitted in electronic format, the number of photos or renderings, whether certain areas or systems should be provided as a mock up, etc.]*
  - b. The Design Proposal shall comply with the following limitations: *[Include any limitations with respect to pagination, type of submission, etc.]*
- .2 The Proposed Design should be developed to the schematic phase and specifically include the following elements: *[Insert required elements of the design to be submitted as part of the Proposal.]*
- .3 The Owner, in its sole discretion, will determine whether the Proposed Design:
  - a. Meets the Owner's goals and objectives and is consistent with the Owner's Program;
  - b. Describes an achievable strategy to meet the Owner's Budget and Schedule; and
  - c. *[Insert other specific objectives such as minimum performance requirements or sustainability goals.]*

**SECTION 4: ATTACHMENTS TO THIS RFP**

- Attachment A: Owner's Program
- Attachment B: Proposed Contract Documents
- Attachment C: Price Proposal Instructions



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