



D.C. DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS

**DESIGN-BUILD SERVICES
RENOVATION OF THE OAK HILL CAMPUS**

February 4, 2013

Proposal Due Date: February 20, 2013 by 2:00 p.m. EST

Preproposal Conference: February 8, 2013 at 10:30 a.m. EST

to be held at:

**Frank D. Reeves Center
2nd Floor Community Room
2000 14th Street, NW
Washington, DC 20009**

Contact: Thomas D. Bridenbaugh
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Solicitation Number: DCAM-13-CS-0115

Executive Summary

The Department of General Services (“Department” or “DGS”) is issuing this Request for Proposals to engage a design-builder to provide design-build services for the renovation of certain buildings and adjacent site improvements on the Oak Hill Campus, located at 8400 River Road, Laurel, Maryland. The scope of work is more fully described below, but generally includes design-build services to repurpose certain buildings on the Oak Hill Campus to house the Capital Guardian Youth Challenge Academy (“CGYCA”), a program developed and managed by the DC National Guard (“DCNG”). The project must be substantially completed by June 18, 2013 (the “Project”).

A.1. Project Delivery Method

The Department intends to implement the Project through a design-build approach. Given the requirement that the Project be substantially complete no later than June 18, 2013 (the “Substantial Completion Date”), the Department expects that this will require the use of fast track methodologies. The Department intends to have completed the procurement process and issued a notice to proceed with preconstruction/design (the “Initial NTP”) by March 1, 2013. The selected Design-Builder will be required to complete the design, provide selective demolition and install all of the work necessary to complete the Project. The Design-Builder’s work will be divided into two phases: (i) the Preconstruction/Design Phase, and (ii) the Construction Phase. During the Preconstruction/Design Phase the Design-Builder shall prepare such drawings as may be required to describe the work and to obtain the necessary permits. Such drawings shall be submitted to the Department for its review and approval prior to proceeding with construction. During the Construction Phase, the Design-Builder will implement the approved drawings, providing all labor, materials, supervision and other services as may be necessary to accomplish this task.

A.2 Design-Builder Fees

As will be more fully described in the Form of Contract, this will be a cost plus a fixed fee with Guaranteed Maximum Price type contract. Offerors will be required to submit with their proposal the following: (i) a Preconstruction Fee; (ii) a Design Fee; and (iii) a Design-Build Fee. The Preconstruction Fee, Design Fee and Design-Build Fee will be fixed fees. The Design-Build Fee shall include funds sufficient to cover the cost of general conditions; those costs will NOT be reimbursable. The cost of design services (capped at the Design Fee), insurance and bonds will be reimbursable. Offerors will be required to submit with their proposal an Offer Letter in substantially the form of **Attachment B** on the Offeror’s letterhead.

A.3 Form of Contract

The Form of Contract will be issued by an addendum to this RFP. Offerors should carefully review the Form of Contract when submitting their proposal. To the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail.

Offerors are further advised that they are required to submit their proposal premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of Contract must be clearly identified and described in their proposal. A proposal that fails to specifically identify and describe the requested changes shall be deemed non-responsive.

A.4 Incentives for On-time; On-Budget Completion & Meeting Workforce Goals

The Design-Builder will be required by the Form of Contract to put Ten Percent (10%) of its Design-Build Fee at risk. If the Project is delivered both on-time and for an amount that does not exceed the GMP plus one-half of the contingency held by the Department, the Design-Builder will earn this portion of the Fee plus an additional Incentive Fee which is equal to Ten Percent (10%) of the Design/Build Fee. The net effect of this provision is that the Contractor will earn either 90% of its fee if the Project is late or over budget and 110% of its fee if both of the objectives are met. In determining entitlement to these fees, the decision shall be made irrespective of fault and regardless of which party was responsible for the objectives not being met. The Form of Contract will provide more details on these provisions.

In addition, if the Design-Builder meets the Workforce Utilization Requirement discussed in **Section A.5** below, the Design-Build Fee will be increased by Five Percent (5%). In determining whether these goals have been met, the decision will be made irrespective of fault and regardless of whether the cause for failing to achieve these goals was within the Design-Builder's control.

A.5 Economic Inclusion

The Department requires that Local, Small and Disadvantaged Business Enterprises ("LSDBEs") participate in this project to the greatest extent possible and desires that such businesses perform at least fifty percent (50%) of the work under this procurement. Thirty five percent (35%) must be awarded to entities that are certified as Small Business Enterprises by the District of Columbia Department of Small and Local Business Development, and twenty percent (20%) to entities that are certified as Disadvantaged Business Enterprises. The Department will also require that the selected design-builder and all of its subconsultants, subcontractors, and suppliers, enter into a First Source Employment Agreement with the Department of Employment Services and hire fifty-one percent (51%) District residents for all new jobs created on the project. Please see **Part C** of this RFP for additional information.

In addition to LSDBE participation as described above, the Department requires that District residents participate in the Project to the greatest extent possible. Prior to execution of the Contract, the Department will establish a minimum requirement for the percentage of labor hours worked by District residents on the project (such requirement, the "Workforce Utilization Requirement"). Offerors shall submit with their proposals a Workforce Utilization Plan outlining how they intent to increase participation by DC residents in the performance of the work on this Project.

A.6 Selection Criteria

Proposals will be evaluated in accordance with **Part D** of this RFP. The following evaluation criteria will be used:

- Contractor's Experience & References (11 points)
- Architect's Experience & References (8 points)
- Contractors' Key Personnel (9 points)
- Architect's Key Personnel (7 points)
- Project Management Plan (10 points)
- Preliminary Project Schedule (10 points)
- Cost (35 points)
- LSDBE Compliance/Utilization (5 points)
- Workforce Utilization Plan (5 points)

A.7 Procurement Schedule

The schedule for this procurement is as follows:

- Issue RFP - February 4, 2013
- Pre-proposal Conference - February 8, 2013 at 10:30 am
- Last Day for Questions/Clarifications - February 14, 2013
- Proposals Due - February 20, 2013
- Notice of Award - on or about March 1, 2013
- Notice to Proceed with Design & Precon - on or about March 1, 2013
- Council Approval of Target GMP - on or about April 1, 2013

A.8 Attachments

- Attachment A** - Site Map
- Attachment B** - Form of Offer Letter
- Attachment C** - Disclosure Statement
- Attachment D** - Tax Affidavit
- Attachment E** - Davis-Bacon Wage Rates
- Attachment F** - Bid Guaranty Certification

SECTION B SCOPE OF WORK

B.1 Scope of Work

The proposed site was originally developed as a detention facility. The site is contained within a fenced area with eleven (11) existing buildings (see **Attachment A**). Three (3) of the buildings have 9x9 asbestos floor tiles and Offerors should assume that these tiles are not friable and should be encapsulated (unless otherwise loose). During a recent abatement of the ceiling asbestos, the mechanical duct systems were removed. Each building has an independent HVAC system, however, for more than four years the systems have been abandoned and are therefore useless to the project. Refer to table below for building description and available square footage.

Bldg. #	Description	Bldg. SQFT
1	Welcome Center	1,205.00
2	Administration Building	5,094.00
3	Auditorium/Media Center	10,557.10
4	Trades Building	19,109.30
5	Education Building	9,908.50
6	Gymnasium	16,457.00
7	Dining Facility	12,707.20
8	Future Dormitory	21,937.90
9	Female Dormitory	17,055.00
10	Male Dormitory 1 of 2	17,970.50
11	Male Dormitory 2 of 2	16,911.40
12	Modular Building	23,119.20
13	Maintenance/Storage Building	8,420.00
Total SQFT of program buildings		126,975.00
Total SQFT of all buildings		180,452.10

The longer term objective is to renovate all the buildings on the site for use by the CGYCA. The program plans to engage in housing, training, and educating DC youths and serve as a venue for providing high school equivalency graduates. The design solution shall consider the need for classrooms, study rooms, and all day accommodation for a minimum of 200 students. The complete renovation of the site will occur through a multiple phase approach. This first phase of the Project shall be limited to the renovation and upgrades to buildings # 1, 3, 6, 9, and 10 and their adjacent and connecting exterior site improvements. Offerors will be required to visit Oak Hill and review the existing conditions of the site and the buildings. They will also be required to visit the CGYCA website and develop an improved understanding of CGYCA objectives at <http://www.ngycp.org/site/state/dc/>. The final agreed upon renovation scope of work will deliver these buildings (upon completion) to meet the needs of CGYCA, and such scope of work shall

be subject to the review and approval of DCNG/DGS. Offerors will be required to provide needed upgrades to restore the building in compliance with all applicable building, life, safety code, and all government or regulatory guidelines, and LEED Silver (minimum) certification shall be required. The Department expects the selected Design-Builder to advise DGS on the best means of providing the greatest technologically advanced academy at the best value to the District. To that end, the list below is presented to Offerors as a suggestion and measure of the minimum expected scope of work:

- Consideration for window and exterior opening relative to thermal enclosure of the building as necessary to achieve LEED certification
- Electrical and lighting requirement restoration and upgrade – per code
- New HVAC systems – influenced by energy efficiency
- New Flooring – where/when loose, dispose of existing tile accordingly.
- Provide new plumbing lines, and upgrade existing plumbing systems - all new restrooms required
- New interior finishes – paint, flooring, wall tiles and finishes, etc.
- Overall site clean-up and grooming

The Project shall be designed and built to a Project budget of \$4.5 million. The selected design-builder shall be required to provide all of the design services, labor, and materials necessary to accomplish these tasks. In general, the Design-Builder's scope of work will be divided into two phases, (i) a Design & Preconstruction Phase; and (ii) a Construction Phase, each of which are described below.

B.1.1 During the Preconstruction/Design Phase, the Design-Builder will be required to prepare all necessary drawings for the Department's approval prior to the commencement of the Construction Phase.

B.1.1.1 Design Services

B.1.1.1.1 Preliminary Scope or Work. In general, the scope of work required for this project includes the following:

- Building #1 shall be located next to the existing entry gate and must allow for work area for a minimum of two personnel with toilet and all associated HVAC for environmental comfort. This will be a new "building" from the ground up. The Department envisions that this will consist of a modular or portable building.
- Building #3 shall include an auditorium and media center/library space within this building. The scope of work includes upgrades to the auditorium lighting and providing all applicable information technology and specialized equipment and finishes (except general FF&E).
- Building #6 shall include male and female showers and lock rooms. The scope of work shall also include an upgrade to the weight room, supply room and gym office.

- Buildings #9 & 10 shall each include two dormitory wings (i.e. 4 wings total) for a minimum of 44 students (i.e. a total 176 students). Each wing shall also include laundry rooms with washers and dryers (8 pieces of equipment) and study hall space that can also serve as a lounge, meeting rooms, three counselors' office, file room, linen closet and other necessary support space. All wings must be developed in a way that allows for necessary flexibility to change assignment from males to females and vice versa.

Within five (5) days after award, the Design-Builder shall meet with representatives of the Department as well as other stakeholders to better develop the program for the project. Within three weeks after award, the Design-Builder shall develop a preliminary design for submission to the Department for its approval along with: (i) a list of long-lead purchasing times that would need to be purchased prior to negotiation and approval of a GMP if the Project is to remain on schedule; (ii) a list of key permitting, zoning and other approvals that must be obtained; and (iii) a review of any constructability or other issues that could adversely affect the Project's schedule or budget. (It is the Department's understanding that the District's Department of Consumer and Regulatory Affairs has jurisdiction for permitting rather than the otherwise applicable Maryland authorities.) At a minimum, the preliminary design shall show the proposed interior lay-out of the buildings, uses and adjacencies, as well as include a proposed design solution for heating and cooling the buildings.

B.1.1.1.2 Detailed Design. Given the nature of the project and its schedule, the Department envisions that the schematic and design development phases will be compressed and will occur in a single phase. Based on the approved preliminary design, the Design-Builder shall cause the design element of its team to develop design development documents for the project. The Design-Builder shall ensure that these documents are progressed in a manner consistent with the Department's budget for the Project, i.e., designed to budget. The design development documents shall serve as the basis for the GMP. The design development documents shall contain at least the level of detail as contemplated in the standard AIA agreement. With regard to the MEP systems and building finishes, the design development documents shall, at a minimum: (i) specify the proposed MEP that serves as the basis for design by model and tonnage; and (ii) include a finish sample with representative finishes. In addition, the design development documents shall coordinate the mechanical, electrical, plumbing, fire protection, fire alarm, energy conservation, lighting, telecommunications, and landscaping of the Project in sufficient detail to establish final sizing criteria and capacities, square footage requirements, required chases and risers, clearances, equipment layout, and other related components for the Project.

B.1.1.3 GMP Formation. The Design-Builder shall issue the approved design development documents to trade subcontractors for bidding. In order to ensure appropriate pricing, at least three (3) bids will be required for each package that has an estimated value of more than \$100,000. Exceptions to this requirement will be granted at the Department in its sole and absolute discretion and will only be considered if such an exception is required to meet the project's schedule. Based on the bids received, the Design-Builder shall submit a GMP proposal. The GMP proposal shall represent the Design-Builder's offer to Fully Complete the

Project. The GMP proposal shall include: (i) a line item construction budget; (ii) a detailed CPM schedule; (iii) a listing of the drawings upon which the GMP is based; (iv) an LSDBE utilization plan; and (v) a workforce utilization plan. In the event that the Department and the Design-Builder are unable to agree upon a GMP, the Design-Builder shall only be entitled to receive 90% of the design fee and 50% of the pre-construction fee.

B.2 Management Services.

In order to properly manage the Project, the Design-Builder shall be required to undertake the following tasks:

- Participate and assist in Project/Planning meetings.
- Act as recorder for all meetings with Government Agencies. Memorandum of the Record of such meetings shall be typewritten and submitted to the Project Manager within five (5) calendar days from the date of the meeting, for review and approval and for such distribution as may be required.
- Provide and maintain a fully equipped office on-site to perform all required Contractor duties.
- Maintain full-time, on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log.
- Conduct weekly progress meetings following a contractor generated agenda with the Program Manager and all trades.
- Provide general safety and signage and posting for the project and see that each subcontractor prepares and submits adequate safety program and monitoring throughout the project.
- Provide a written biweekly report that includes (i) an updated schedule analysis, (ii) an updated cost report, and (iii) a monthly review of cash flow.
- Manage the change order process with the trade subcontractors to verify validity, purpose, and cost.
- Prepare payment requests, verify accuracy and forward for approval and payment.
- Assemble close-out documents required.
- Provide assistance to DCNG and the Department through any applicable warranty periods.

B.3 Mobilization

The Design-Builder will be required to undertake the tasks described below.

B.3.1 Take control of the site and install the necessary construction fences and other devices to properly secure the site.

B.3.2 The Design-Builder shall be responsible for paying all permits and fees associated with any abatement, demolition, utilities abandonment, and utility relocation. The Department shall be

responsible for the building permit fees, but the Design-Builder shall be responsible for all trade Design-Builder permit fees.

B.3.3 The Design-Builder shall be responsible for all performance and payment bonds and general liability insurance.

B.3.4 The Design-Builder shall be responsible for removing the balance of construction debris off site.

B.4 Trade Work; Subcontracts

It is contemplated that all or nearly all of the work will be performed by trade subcontractors under written subcontracts to the Design-Builder. The Design-Builder will not be permitted to self-perform work unless authorized pursuant to the form of contract.

B.5 Site Safety and Clean-up

B.5.1 The Design-Builder will be required to provide a safe and efficient site. Controlled access shall be required.

B.5.2 The Design-Builder shall be required to provide wheel washing stations on site so as to prevent the accumulation of dirt and other refuse on the streets surrounding the project site.

B.5.3 The Design-Builder shall be responsible for site security.

B.5.4 The Design-Builder shall be responsible for the cost of temporary power used during the construction of the Project, including, but not limited to, the cost of installing such temporary wiring as may be required to bring power to the site. The Design-Builder shall also be responsible for the cost of all temporary construction necessary on the site.

B.3.5 Close-out

B.3.5.1 The Design-Builder shall be required to prepare and submit at close-out a complete set of product manuals, warranties, etc. The Design-Builder shall also provide the Department with a complete set of its Project files, including, but not limited to, shop drawings, etc. at close out so as to assist the Department in operating the site.

B.4 Key Personnel

In its proposal, each Offeror will be required to identify its key personnel. Key personnel shall include the following. With regard to the builder, (i) the Project Executive; (ii) the Field Superintendent; (iii) the project manager who will supervise the interior design and work; and (iv) the project manager who will supervise the MEP work. The Design-Builder will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement. Please provide a table that identifies the specific staff that will be assigned to this Project, the time periods during which the individual will work on the Project, his or her level of effort (i.e. the percentage of time devoted to this project).

The Design-Builder will also be required to identify the design team in its proposal and their key personnel. With regard to the design team, such personnel shall include: (i) the principal-in-charge; (ii) the design principal; (iii) the project architect; and (iv) the lead MEP engineer. The Design-Builder will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement. Please provide a table that identifies the specific staff that will be assigned to this Project, the time periods during which the individual will work on the Project, his or her level of effort (i.e. the percentage of time devoted to this project).

B.5 Licensing, Accreditation and Registration

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

B.6 Conformance with Laws

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

B.7 Davis-Bacon Act

The Davis-Bacon Act is applicable to this Project. As such, the Design-Builder and its trade subcontractors shall comply with the wage and reporting requirements imposed by that Act.

B.8 Apprenticeship Act

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

B.9 Time of the Essence

Time is of the essence with respect to the contract. The Project must be substantially complete by June 18, 2013. As such, the Design-Builder must dedicate such personnel and other resources as are necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

SECTION C ECONOMIC INCLUSION

C.1 Preference for Small, Local, and Disadvantaged Business Enterprises

General: Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Offerors that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, being a local business enterprise with its principal office located in an enterprise zone, being a veteran-owned business enterprise, or being a local manufacturing business enterprise. (A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.) In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror's proposal:

- Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business.
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise.

Offerors may qualify for more than one of these categories, so that the maximum number of points available under this section is 12 points.

Information: For information regarding the application process, contact the Department of Small and Local Business Development at the following address or telephone number:

Department of Small and Local Business Development
One Judiciary Square Building
441 4th Street, NW, 9th Floor
Washington, DC 20001
(202) 727-3900 (Telephone Number)
(202) 724-3786 (Facsimile Number)

C.2 SLDBE Participation

The Department requires that significant participation by business enterprises certified by the Department of Small and Local Business Development as: (i) a local business enterprise; (ii) a small business enterprise; (iii) a disadvantaged business enterprise; (iv) having a owned resident business; (v) being a longtime business resident; or (vi) having a local business enterprise with its principal office located in an enterprise zone. Accordingly, and in addition to the preference points conferred by **Section C.1**, the Department requires that business enterprises so certified must participate in at least 50% of the project. Thirty five percent (35%) must be awarded to entities that are certified as Small Business Enterprises by the District of Columbia Local Business Opportunity Commission and 20% to entities that are certified as Disadvantaged Business Enterprises. Offerors will be required to submit a Local Business Enterprise Utilization Plan with their proposals. The Utilization Plan must demonstrate how this requirement will be met and, to the extent possible at this stage in the project, should identify the specific firms that will be used and their respective roles.

C.3 Residency Hiring Requirements for Contractors and Subcontractors

At least fifty-one percent (51%) of the Offeror's Team and every subconsultant's employees hired after the Offeror enters into a contract with the Department, or after such subconsultant enters into a contract with the Offeror, to work on this project, shall be residents of the District of Columbia.

Upon execution of the contract, the Offeror and all of its member firms, if any, and each of its subcontractors and subconsultants shall submit to the Department a list of current employees that will be assigned to the project, the date that they were hired and whether or not they live in the District of Columbia.

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

C.4 Apprenticeship Act

The D.C. Apprenticeship Act of D.C. Law 2-156, (“Act”) as amended shall apply to this project. All subcontractors selected to perform work on the project on a craft-by-craft basis shall be required to comply with this Act. All terms and conditions of the D.C. Apprenticeship Council Rules and Regulations shall be implemented. Please note that 35% of all apprenticeship hours worked must be performed by District residents. The Contractor shall be liable for any subcontractor non-compliance.

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Evaluation Process

The Department shall evaluate submissions and any best and final offers in accordance with the provisions of this **Section D** and the Department's Procurement Regulations.

D.2 Evaluation Committee

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

D.3 Oral Presentation

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

D.3.1 Length of Oral Presentation

Each Offeror will be given up to 60 minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately 45 minutes for the Evaluation Committee to assess the presentation and prepare questions. The Offeror will then respond to questions from the Department's Evaluation Committee for no more than 90 minutes.

D.3.2 Schedule

The order of presentation will be selected randomly and the Offerors will be informed of their presentation date before the beginning of oral presentations. The Department reserves the right to reschedule any Offeror's presentation at the discretion of the contracting officer.

D.3.3 Offeror Attendees

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this project. Each Offeror will be limited to 7 persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of

the key areas of responsibility that are deemed essential to the successful completion of the project.

D.3.4 Topics

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

D.4 Proposal Evaluation

Each proposal will be scored on a scale of 1 to 100 points. In addition, Offerors will be eligible to receive up to 12 preference points as described in **Section C.1** of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 112. The contract will be awarded to the contractor with the highest evaluated score.

D.4.1 Contractor's Experience & References (11 points)

The Department desires to engage a Design-Builder with the experience necessary to realize the objectives set forth in the RFP. The construction component of each Design-Builder (the "Contractor") will be evaluated based on their demonstrated experience in: (i) construction and renovation projects in an urban setting; (ii) constructing and knowledge of school & detention facilities, as well as tenant fit-out experience; (iii) knowledge of, and access to, the local subcontracting market; and (iv) knowledge of the local regulatory agencies and Code Officials. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. This element of the evaluation will be worth up to eleven (11) points.

D.4.2 Contractor's Key Personnel (9 points)

The Department desires that the builder assign the appropriate number of personnel having the necessary seniority to implement a project of this type. The personnel should have experience working together and each such individual should have the necessary level of experience and education for his or her proposed role. Proposals should identify, at a minimum, (i) the project executive; (ii) the design manager; (iii) key project managers that will be responsible for overseeing MEP and other key building systems; and (iv) the superintendent. The availability and experience of the key individuals assigned to this Project will be evaluated as part of this element. Please provide a table that identifies the specific staff that will be assigned to this project. The table should include: (i) the individual's name (if known); (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this project); and (iv) the time periods during which the individual will be assigned to the project. This table should include all personnel that will be assigned to the project. This element of the evaluation will be worth up to nine (9) points.

D.4.3 Architect/Engineer's Experience & References (8 points)

The Department desires to engage a Design-Builder with a design component that possesses the experience necessary to realize the objectives set forth in the RFP. The design component of each Design-Builder will be evaluated based on their demonstrated experience in: (i) the design of similar facilities; (ii) cost estimating and value engineering/management; and (iii) knowledge of the local regulatory agencies and Code Officials. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. This element of the evaluation will be worth up to eight (8) points.

D.4.4 Architect/Engineer Key Personnel (7 points)

The Department desires that the design component of the Design-Builder (the “A/E”) assign to this Project personnel who have experience in designing and completing construction projects on-time and on-budget. The personnel so assigned should have the necessary experience and professional credentials for the role each such individual is assigned. At a minimum, the proposal should identify: (i) the design principal; (ii) the project architect; and (iii) the lead MEP engineer. Please provide a table that identifies the specific staff that will be assigned to this project. The table should include: (i) the individual’s name (if known); (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this project); and (iv) the time periods during which the individual will be assigned to the project. This table should include all personnel that will be assigned to the project. This element of the evaluation will be worth up to seven (7) points.

D.4.5 Cost (35 points)

Offerors will be required to bid a Design Fee, a Preconstruction Fee, and a Design-Build Fee. This element of the evaluation will be worth up to thirty-five (35) points.

D.4.6 Project Management Plan (10 Points)

Offerors are required to submit both a Design Management Plan and a Construction Management Plan. This element of the evaluation is worth up to ten (10) points

The Design Management Plan should clearly explain how the Design-Builder, and in particular the A/E, intends to manage and implement the Project. Among other things, it should explain (i) how the A/E will manage the engineering subconsultants so as to ensure that the drawings are properly coordinated; (ii) how the A/E will manage the value engineering/management process; (iii) how the A/E proposes to staff and handle construction administration and interact with the Contractor; (iv) how the A/E will manage the design process; and (v) describe the key challenges inherent in this Project and explain how they will be overcome or mitigated. Further, the Design Management Plan should explain how its activities are related to the Construction Management Plan.

The Construction Management Plan should clearly explain how the Design-Builder, and in particular the Contractor, intends to manage and implement the Project. It should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the plan should: (i) identify the key personnel and their specific roles in managing the Project; (ii) identify the key milestone dates and provide a description of how these dates will be achieved; (iii) provide a skeletal schedule of the work and the phasing of construction; (iv) describe the cost control management structures that will be used to ensure the Project is delivered on-budget; and (v) describe the key challenges inherent in this Project and explain how they will be overcome or mitigated.

As part of this element of the evaluation, the Department will consider the experience that the A/E and the Contractor have working together on similar projects and their successful completion of such projects.

D.4.7 Preliminary Construction Schedule (10 points)

Offerors should submit with their Project Management Plan a schedule that shows the anticipated manner in which the Project will be constructed. The schedule should show sufficient level of detail so as to demonstrate the Offeror's understanding of the Project and the key issues related to the Project. This element of the evaluation is worth up to ten (10) points.

D.4.8 LSDBE Compliance/Utilization (5 points)

The Department desires the selected design-builder provide the maximum level of participation for Local, Small and Disadvantaged Business Enterprises as well as employment opportunities for District of Columbia residents. Offerors will be evaluated in light of their demonstrated experience in meeting such goals and their proposed LSDBE Utilization Plan. This factor of the evaluation will be worth up to five (5) points.

D.4.9 Workforce Utilization Plan (5 points)

The Department desires the selected design-builder to provide the maximum level of participation by District of Columbia residents in performing the work. As part of their proposals, Offerors must provide a Workforce Utilization Plan which demonstrates how it will identify qualified District residents to perform work on the project and increase participation by District residents. This element of the evaluation will be worth up to five (5) points.

SECTION E PROPOSAL ORGANIZATION AND SUBMISSION

This section outlines specific information necessary for the proper organization and manner in which Offerors' Proposals should be proffered. References are made to other sections in this RFP for further explanation.

E.1 Submission Identification

Submissions shall be proffered in an original and eight (8) copies. The Offeror's submission shall be placed in a sealed envelope conspicuously marked: "Proposal for Design-Build Services for Renovation of the Oak Hill Campus".

E.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

DC Department of General Services
Att'n: JW Lanum
Frank D. Reeves Center
2000 14th Street, NW, 8th Floor
Washington, DC 20009

E.3 Date and Time for Receiving Submissions

Submissions shall be received no later than 2:00 pm EST, on February 20, 2013. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

E.4 Submission Size, Organization and Offeror Qualifications

All submissions shall be submitted on 8-1/2" x 11" bond paper and typewritten. Telephonic, telegraphic, and facsimile submissions shall not be accepted. The Department is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The submission shall be organized as follows:

E.4.1 Bid Form

Each Offeror shall submit a bid form substantially in the form of **Attachment B**. Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the proposal non-responsive.

E.4.2 Disclosure Form

Each Offeror shall submit a Disclosure Statement substantially in the form of **Attachment C**.

E.4.3 Executive Summary

Each Offer should provide a summary of no more than three pages of the information contained in the following sections.

E.4.4 General Team Information and Firm(s) Data

Each Offeror should provide the following information for the Design-Builder and each of its subconsultants.

- A. Name(s), address(es), and role(s) of each firm (including all sub-consultants)
- B. Firm profile(s), including:
 - i. Age
 - ii. Firm history(ies)
 - iii. Firm size(s)
 - iv. Areas of specialty/concentration
 - v. Current firm workload(s) projected over the next year
 - vi. Provide a list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.
- C. Description of the team organization and personal qualifications of key staff, including:
 - i. Identification of the single point of contact for the Design-Builder.
 - ii. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the team.
 - iii. Resumes for each key participant on the team, including definition of that person's role, relevant project experience, and current workload over the next two years.

- iv. Experience that the key team members have working together.

E.4.5 Relevant Experience and Capabilities

- A. Detailed descriptions of no more than eight (8) projects that best illustrate the team's experience and capabilities relevant to this project. On each project description, please provide all of the following information in consistent order:
 - i. Project name and location
 - ii. Name, address, contact person and telephone number for owner reference
 - iii. Brief project description including project cost, square footage, firm's scope of work, and key firm strengths exhibited
 - iv. Identification of personnel involved in the selected project who are proposed to work on this project
 - vi. Project process and schedule data including construction delivery method, and construction completion date (any unusual events or occurrences that affected the schedule should be explained)
 - vii. Construction cost data including pre-construction budget, and actual construction cost (if actual construction cost exceeds original, please explain why)

E.4.6 Project Management Plan

Each Offeror should submit a Project Management Plan that addresses the issues set forth in Section D.4.6 of this RFP.

E.4.7 Preliminary Project Schedule

Each Offeror should prepare a preliminary project schedule that shows how the Offeror intends to complete the project in a timely manner. The schedule should be prepared using a critical path method and should show key logic ties and activity durations. The schedule should demonstrate that the Offeror understands the project and has a workable method to deliver the project in a timely manner.

E.4.8 Cost Information

Offerors will be required to bid a Design Fee, a Preconstruction Fee, and a Design-Build Fee.

E.4.9 Local Business Utilization Plan

Each Offeror must submit a proposed Local Business Utilization Plan that identifies the specific certified business enterprises that will participate in the contract and their anticipated roles. In addition, each Offeror should provide: (i) a narrative description of similar projects and the Offeror's success in meeting such goals; and (ii) a chart, in summary form, that identifies the Offeror's major public projects over the last five years and its success in achieving such goals (creativity should be displayed regarding joint-venture and subcontractor agreements).

E.4.10 Workforce Utilization Plan

Each Offeror must submit a Workforce Utilization Plan that describes how the Offeror will increase participation by District residents in performing the labor necessary for the Project. The plan should set forth how specifically the Offeror will implement its plan to increase participation by District residents. The Offeror shall also provide a chart, in summary form, that depicts the level of participation by District residents in past projects with the District.

E.4.11 Tax Affidavit

Each Offeror must submit a tax affidavit substantially in the form of **Attachment D**. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government.

SECTION F BIDDING PROCEDURES & PROTESTS

F.1 Contact Person

For information regarding this RFP please contact:

Thomas D. Bridenbaugh
Leftwich & Ludaway, LLC
1400 K Street, NW
Suite 1000
Washington, D.C. 20005
Phone: (202) 434-9100
Facsimile: (202) 783-3420

Any written questions or inquiries should be sent to Thomas Bridenbaugh at the address above.

F.2 Preproposal Conference

A preproposal conference will be held on February 8, 2013 at 10:30 a.m. The conference will be held at the Frank D. Reeves Center, 2nd Floor Community Room, 2000 14th Street, NW, Washington, DC 20009. Interested Offerors are strongly encouraged to attend.

F.3 Explanations to Prospective Offerors

Each Offeror should carefully examine this Request for Proposals and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Department that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding.

Requests should be directed to Thomas Bridenbaugh at the address listed in Section F.1 no later than the close of business on February 14, 2013. The person making the request shall be responsible for prompt delivery.

F.4 Protests

Protests shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was

incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering submissions. In all other cases, a protester shall file the protest within ten (10) days after the protester knows or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This section is intended to summarize the bid protest procedures and is for the convenience of the Offerors only. To the extent any provision of this section is inconsistent with the Procurement Regulations, the more stringent provisions shall prevail.

F.5 Contract Award

This procurement is being conducted in accordance with the provisions of Section 4712 of the Department's Procurement Regulations (27 DCMR § 4712).

F.6 Retention of Submissions

All submissions shall be retained by the Department and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the submissions shall become the property of the Department and the Department shall have the right to distribute or use such information as it determines.

F.7 Examination of Submissions

Offerors are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this RFP. Failure to do so shall be at the sole risk of the Offeror and may result in disqualification.

F.8 Late Submissions: Modifications

- A. Any submission or best and final offer received at the office designated in this RFP after the exact time specified for receipt shall not be considered.
- B. Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in F.8.A stated above.
- C. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the submission wrapper or other documentary evidence of receipt maintained by the installation.

- D. Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- E. Submissions shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of submissions.

F.9 No Compensation for Preparation of Submissions

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

F.10 Rejection of Submissions

The Department reserves the right, in its sole discretion:

- A. To cancel this solicitation or reject all submissions.
- B. To reject submissions that fail to prove the Offeror's responsibility.
- C. To reject submissions that contain conditions and/or contingencies that in the Department's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- D. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
- E. To take any other action within the applicable Procurement Regulations or law.
- F. To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.

F.11 Limitation of Authority

Only a person with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

F.12 Non-Responsive Pricing

In general, the Department will consider a proposal non-responsive if Offeror's price is greater than 150% of the median price submitted by other Offerors. The Department reserves the right to deem a proposal non-responsive if Offeror's price is greater than 150% of the independent government estimate.

SECTION G INSURANCE REQUIREMENTS

G.1 Required Insurance

The contractor will be required to maintain the following types of insurance throughout the life of the contract.

G.1.1 Commercial general public liability insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than Five Million Dollars (\$5,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Five Million Dollars (\$5,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage. The Design-Builder will be required to maintain this coverage in force for a period of at least two years after substantial completion.

G.1.2 Workers’ compensation and Employers Liability coverage providing statutory benefits for all persons employed by the contractor, or its contractors and subcontractors at or in connection with the Work.

G.1.3 Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

G.1.4 Excess umbrella liability coverage (on at least a follow form basis) and when combined with the general liability policy has an aggregate limit of at least Ten Million Dollars (\$10,000,000).

G.1.5 The Department intends to purchase a builder’s risk policy that will cover the work being installed by the Design-Builder as well as the value of the base building. This policy will be in lieu of builder’s risk insurance that would typically be carried by the Design-Builder.

G.1.6 With respect to the design team, errors and omissions coverage written on a claims made basis and having an aggregate policy limit of at least Two Million Dollars (\$2,000,000).

G.2 Additional Insureds

Each insurance policy shall be issued in the name of the contractor and shall name as additional insured parties the Department and the District of Columbia, and shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

G.3 Waiver of Subrogation

All such insurance shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

G.4 Strength of Insurer

All insurance shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best's rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed/approved to do business in the District of Columbia.

SECTION J BONDS

J.1 Bid Bond

Offerors are required to submit with their proposal a bid bond in the amount of \$50,000. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties. Alternatively, Offerors may submit a cashier's check or irrevocable letter of credit in lieu of a bid bond. However, in the event an Offeror who is awarded a contract fails to post a payment and performance bond for the full value of the contract, the Offeror shall thereby forfeit the full amount of the cashier's check or letter of credit, and the Department shall collect such funds as liquidated damages. If the Offeror chooses to submit a cashier's check or letter of credit in lieu of a bid bond, the Offeror must complete the form included as **Attachment F** and return, notarized, with the Offeror's bid. Letters of credit must be: (i) unconditional and standby; (ii) irrevocable; (iii) issued by an FDIC insured institution that is reasonably acceptable to DGS; and (iv) able to be drawn on in the Washington, DC metropolitan area. The letter of credit shall provide that it may be drawn upon if the holder of the letter of credit submits a signed statement by DGS's contracting officer stating that the Offeror has failed to enter into a contract consistent with the terms of this procurement and the Offeror's bid submitted thereunder.

J.2 Trade Subcontractor Bonds

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

J.3 Contractor's Payment and Performance Bond

In addition to the trade subcontractor bonds required by Section J.2, the Design-Builder will be required to post a payment and performance bond having a penal value equal to the Lump Sum Contract Price at the time the Contract is executed.

Attachment A

Site Map