

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES**

Oak Hill Site Lighting Repair & Renovation

Solicitation No.: DCAM-16-CS-0117

**Amendment No. 5
Issued: August 2, 2016**

This Amendment No. 5 is issued and hereby published on the DGS website on August 2, 2016. Except as modified hereby, the Request for Proposals ("RFP") remains unmodified.

Item #1 A.1. Project Delivery Method

Delete in its entirety.

Insert: A.1 Contract Type:

The contract awarded pursuant to this RFP will be a fixed price type of contract.

Item #2 A.6 Selection Criteria

Delete: Experience & References (40 points)
Key Personnel (40 points)
Project Management Plan (50 points)
Preliminary Project Schedule (10 points)
Fast-Track Experience (20 points)
Price (up to 60 points)

Insert:

- Past Performance (20 Points)
- Key Personnel (20 Points)
- Management Plan (40 Points)
- Price (20 Points)
- CBE Preference (12) Points

Item #3 A.7 Procurement Schedule and E.3 Date and Time of Receiving Submissions

Delete: Proposals Due – August 2, 2016 at 2:00 pm

Insert: Proposals Due – August 8, 2016 at 2:00 pm

Item #4 Section B Scope of Work

Delete: Section B in its entirety

Insert:

B.1 Background

A Preliminary Engineering Report (PER) dated 26 August 2015 was performed by Alphatec P.C. for the D.C. Department of General Services (DGS) to establish the optimum overall light distribution scheme and adequate lighting levels for a campus type setting at the CGYCA. The PER was based on the existing light poles locations, and included a plan metric survey of the entire site; as well as conduct a magnetic utility scan to establish locations of fiber optic and existing underground equipment at the northeast the area between the two buildings.

Subsequent discussions with DGS on 4/26/2016 have resulted in upgrading the PER recommendation from Option 1 and New LED fixtures. The PER included a photometric analysis that will need to be updated to reflect LED fixtures than MH fixtures. Additionally, the PER analysis/determination will need to be further modified to include the consideration of powering the new lighting from a newly constructed power source at building 2 depending upon availability of service.

B.2 Scope of Work

- B.2.1** The Contractor shall update the analysis and determination of the PER to consider electrification of the site lighting from the new source in Building 2 (**Attachment L**)
- B.2.2** The Contractor shall revise the photometric analysis to reflect LED type fixtures rather than MH type fixtures
- B.2.3** The selected Contractor shall provide a phasing plan, to include which locations will be without site lighting for security purposes. Contractor shall provide temporary lighting for the areas without site lighting.
- B.2.4** The selected Contractor shall provide performance specifications for all new installations to DGS to safeguard the quality of consultant design and construction.
- B.2.5** The Contractor shall install safety barricades and enclosures as necessary to ensure a safe workplace or as may be required by OSHA or other applicable law.
- B.2.6** The Contractor shall provide such safety barricades, enclosures and overhead protection as may reasonably be required by DGS and as may be necessary to safely implement the Work and to remove such at the end of the Work and shall leave the site in broom clean condition.
- B.2.7** The Contractor will be required to verify that the plans and drawings are accurate and coordinate the Project work around the existing conditions. The Contractor shall verify existing conditions as noted on the drawings.
- B.2.8** All permit and design fees necessary to complete should be included in the Offeror's lump sum bid.
- B.2.9** The Design/Builder will be required to coordinate with the Department's project manager.

B.3 Key Personnel

In its proposal, each Offeror will be required to identify its key personnel. Key personnel shall include, at a minimum, the following individuals: (i) the Project Manager; (ii) the Construction Manager; (iii) the Design Manager; (iv) the Field Superintendent; The Offeror shall provide a table identifying 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.4 Deliverables

In addition, the Contractor shall also provide the following deliverables:

Electronic copies shall be submitted to the Project Manager. The Contractor shall provide submittals to the Project Manager (PM) as indicated in the Drawings, Specifications, and/or Statement of Work to the District for its review and approval prior to proceeding with the work.

Item	Format	Due Date
Safety Phasing Plan	One (1) electronic copy	Within ten (10) calendar days of executed NTP
CPM Project Schedule	One (1) electronic copy	Within ten (10) calendar days of executed NTP

B.5 Licensing, Accreditation and Registration

The Contractor and all of its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract. Without limiting the generality of the foregoing, all drawings shall be signed and sealed by a professional Engineer 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 is of the Essence

Time is of the essence with respect to the contract. The Project must be Substantially Complete within one hundred fifty (150) calendar days from the Notice to Proceed. 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.

Item #5 D.4 Proposal Evaluation

Delete in its entirety

Insert:

D.4 Proposal Evaluation

Each proposal will be scored on a scale of zero (0) to one hundred twelve (112) points. Offerors will be eligible to receive up to twelve (12) of the One hundred twelve (112) points based on the Offerors status as certified business enterprises as outlined in Section C.1 of this RFP. The Contract will be awarded to the Offeror found to be the most advantageous to the Department in accordance with 27 DCMR §§ 1613.5 and 1630.5 and not necessarily the Offeror(s) with either the highest evaluated score or the lowest price. Notwithstanding the terms of this Section D.4, nothing herein shall prevent the source selection official from determining that the lowest price offer is the most advantageous to the District.

- Past Performance (20 points)
- Key Personnel (20 points)
- Management Plan (40 points)
- Price (20 points)
- CBE Preference (12 Points)

D.4.1 Past Performance (20 points)

The Department desires to engage a Contractor with the experience necessary to realize the objectives set forth in the RFP. This component will be evaluated based on their demonstrated experience in: (i) construction similar to this project; (ii) level of experience design-build delivery method managing the design process; (iii) experience delivering projects on-time and on-budget; (iv) level of experience with and knowledge of the District of Columbia regulatory agencies and Official Codes. 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 twenty (20) points.

D.4.2 Key Personnel (20 points)

The Department desires that the Contractor 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 Manager; (ii) the Construction Manager; (iii) the Field Superintendent; The availability and experience of the key individuals assigned to this project will be evaluated as part of this element.

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. Such table should identify whether the personnel will be funded from general conditions or whether they are home or regional office personnel that are non-reimbursable (i.e. funded from fee). This element of the evaluation will be worth up to twenty (20) points.

D.4.3 Management Plan (40 points)

Offerors are required to submit with their proposal a Management Plan.

The Management Plan should clearly explain how 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) explain how the Contractor will approach the Project; (ii) how the Contractor will address key issues at the site; (iii) explain how the Contractor proposes to staff and handle construction administration; and (iv) describe the key challenges and concerns inherent in this Project and explain how they will be overcome or mitigated.

The Management Plan should also: (i) identify the key personnel and their specific roles in managing the Project; (ii) identify the key milestone dates, provide a description of how these dates will be achieved, and describe the phasing of construction, if any; and (iii) describe the cost control management structures that will be used to ensure the Project is delivered on- budget. The Department will also consider the experience that the Contractor and its team members have working together on similar projects. The management plan should be specifically coordinated with the Project Schedule and combined the two documents should demonstrate how the project will be delivered in a timely manner. This element of the evaluation is worth up to forty (40) points.

D.4.4 Price (20 points)

Offerors will be required to bid a Lump Sum Price. The price components will be worth up to twenty points (20).

D.4.5 CBE Preference Points (12 Points)

The remaining twelve (12) points will be awarded based on the Offerors status as a certified business enterprise as outlined in **Section C.1**.

Item #6 Attachment A Form of Offer Letter

Delete in its entirety

Insert: Attachment A- Revised Form of Offer Letter

By: 
James Marshall
Supervisory Contract Specialist

Date: 8/2/16

- End of Amendment No. 5 -

[Contractor's Letterhead]

[Insert Date]

Mr. Christopher Weaver
Director/Chief Contracting Officer
District of Columbia Department of General Services
2000 14th Street, NW, 8th Floor
Washington, DC 20009

Reference: Requests for Proposals DCAM-16-CS-0117
DYRS Site Lighting Repair and Renovations

Dear Mr. Weaver:

On behalf of [INSERT NAME OF OFFEROR] (the "Offeror"), I am pleased to submit this proposal in response to the Department of General Services' (the "Department" or "DGS") Requests for Proposals (the "RFP") for the DYRS Site Lighting Repair and Renovations. The Offeror has reviewed the RFP and the attachments thereto, any addenda thereto, and the proposed Form of Contract (collectively, the "Bid Documents" or "Contract Documents") and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit its proposal in response to the RFP. The Offeror's proposal and the Lump Sum Price are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents. (Collectively, the proposal and the Lump Sum Price are referred to as the "Offeror's Bid".)

The Offeror's Bid is as follows:

CLIN	DESCRIPTION	Lump Sum Price
001	Contractor shall provide all labor, tools, equipment and materials necessary to perform the DYRS Site Lighting Repair and Renovations in accordance with the Scope of Work (Section B).	\$ _____
	Lump Sum Price	\$ _____

LUMP SUM PRICE IN WORDS:

The Offeror shall submit a completed Price Breakdown Form (Exhibit 1), providing the price for each Division Component. The sum of all the prices for each Division Component must equal the Lump Sum Price for CLIN 001. In the event of discrepancies between or among the Lump Sum Price and the Price Breakdown of each Division Component, the Lump Sum Price shall control.

The Offeror acknowledges and understands that the Lump Sum Price is a firm, fixed price and intended to be Offeror's sole compensation for the services required under the contract and should include sufficient funding for all of the Offeror's costs associated to successfully complete the work. Failure to submit complete the Price Breakdown for CLIN 001 shall not to any extent qualify the Offeror's commitment to complete the entire project at the above stated Lump Sum Price. The District may use the Price Breakdown as a guide during contract administration.

The Offeror's Bid is based on and subject to the following conditions:

1. The Offeror agrees to hold its proposal open for a period of at least one hundred twenty (120) days after the RFP closing date.
2. Assuming the Offeror is selected by the Department and subject only to the changes requested in paragraph 5, the Offeror agrees to enter into a contract with the Department on the terms and conditions described in the Bid Documents within ten (10) days of the notice of the award.
3. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Offeror to the terms of the Offeror's proposal. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's proposal.
4. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the RFP in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.
5. The Offeror's proposal is subject to the following requested changes to the Form of Contract: [INSERT REQUESTED CHANGES. OFFERORS ARE ADVISED THAT THE CHANGES SO IDENTIFIED SHOULD BE SPECIFIC SO AS TO PERMIT THE DEPARTMENT TO EVALUATE THE IMPACT OF THE REQUESTED CHANGES IN ITS REVIEW PROCESS. GENERIC STATEMENTS, SUCH AS "A MUTUALLY ACCEPTABLE CONTRACT" ARE NOT ACCEPTABLE. OFFERORS ARE FURTHER ADVISED THAT THE DEPARTMENT WILL CONSIDER THE REQUESTED CHANGES AS PART OF THE EVALUATION PROCESS.
6. The Offeror hereby certifies that neither it nor any of its team members have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or

subconsultant that is certified by the District of Columbia Office of Department of Small and Local Business Enterprises as a Local, Small, Resident Owned or Disadvantaged Business Enterprise (collectively, “LSDBE Certified Companies”) from participating in the work if another company is awarded the contract.

7. This Offer Letter Form and the Offeror’s Bid are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE OFFEROR].

Sincerely,

Company: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Exhibit 1 - Price Breakdown Form

CLIN001 – DYRS Site Lighting Repair and Renovations		
DIVISION NO.	DESCRIPTION	DIVISION COST
Div. 01	General Requirements	
Div. 02	Existing Conditions (incl. abatement/demo)	
Div. 03	Concrete	
Div. 04	Masonry	
Div. 05	Metals	
Div. 06	Woods and Plastics	
Div. 07	Thermal and Moisture Protection	
Div. 08	Openings	
Div. 09	Finishes	
Div. 10	Specialties	
Div. 11	Equipment	
Div. 12	Furnishings	
Div. 13	Special Construction	
Div. 14	Conveying Systems	
Div. 21	Fire Suppressions	
Div. 22	Plumbing	
Div. 23	Heating, Ventilation and Air Conditioning	
Div. 26	Electrical	
Div. 27	Communications	
Div. 28	Electronic Safety and Security	
Div. 31	Earthwork	
Div. 32	Exterior Improvements	
Div. 33	Utilities	
	Total Lump Sum Price	\$ _____