

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES



**REQUEST FOR PROPOSALS**

**Design-Build Services for  
DYRS Site Lighting Repair and Renovations**

**Open Market**

**June 24, 2016**

**Proposal Due Date:** July 14, 2016 by 2:00 p.m. EST

**Preproposal Conference  
And Site Visit:** June 29, 2016 at 10:00 a.m. EST

***To be held at:***

Capital Guardian Youth Challenge Academy (CGYCA)  
Media Building Conference Room  
3201 Oak Hill Dr  
Laurel, Maryland 20724

**Contact:** Jamar Spruill  
Contract Specialist  
2000 14<sup>th</sup> Street NW, 8<sup>th</sup> Floor  
Washington, DC 20005  
Jamar.Spruill@dc.gov  
Phone (202) 671-2255

**Solicitation Number:** DCAM-16-CS-0117

## **Executive Summary**

The Department of General Services (“Department” or “DGS”) is issuing this Request for Proposals to engage a Design/Build Contractor to provide site lighting repair and renovations to the Department of Your Rehabilitation Services (DYRS) Capital Guardian Youth Challenge Academy (CGYCA), located at 3201 Oak Hill Dr, Laurel, MD 20724.

### **A.1. Project Delivery Method**

The Department intends to implement the Project through a modified design-build approach. The Design-Builder's scope of work will be divided into two phases: (i) the Preconstruction Phase; and (ii) the Construction Phase.

During the Preconstruction Phase, the Design-Builder shall:

- a) review the drawings for accuracy, completeness and constructability;
- b) undertake any additional design and engineering necessary to confirm whether the Design Documents will deliver a fully complete and fully functioning Project and if necessary, and to address any deficiencies in order to deliver a fully complete and fully functioning Project;
- c) verify in the field work that has already been completed; and
- d) prepare and submit to the Department submittals and shop drawings, as required.

During the Construction Phase, the Design-Builder shall complete all work necessary to implement the work outlined in the Design Documents, including any work reasonably inferable there from or necessary to deliver a fully functioning Project. The Design-Builder shall provide all labor, materials, supervision, design services and other services as may be necessary to accomplish this task.

### **A.2 Form of Contract**

The Form of Contract is attached hereto as **Attachment N**. 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.** The Standard Contract Provisions attached hereto as **Attachment J** shall also apply.

### **A.3 Lump Sum Contract**

As will be more fully described in the Form of Contract, this will be a Lump Sum contract. Offerors will be required to submit with their proposal a Lump Sum Price for the Work. The Lump Sum Price shall include all costs necessary to complete the Project, including, but not limited to, profit, home and field office overhead, supervision, labor, materials, equipment,

bonds, insurance, necessary permits and other services, all labor and materials required to construct the work, QC/QA, utility, stakeholder & permit coordination, and inspection and testing, etc.. Offerors will be required to submit as part of their lump sum fee proposal a schedule of values that will include the Preconstruction Fee.

## **A.6 Selection Criteria**

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

- 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)

## **A.7 Procurement Schedule**

The schedule for this procurement is as follows:

- Issue RFP - June 24, 2016
- Pre-proposal Conference & Site Visit - June 29, 2016 at 10:00 a.m.
- Last Day for Questions/Clarifications - July 5, 2016 at COB
- Proposals Due - July 14, 2016 at 2:00 p.m.

## **A.9 Attachments**

<b>Attachment A</b>	Form of Offer Letter
<b>Attachment B</b>	Bidder/Offeror Certification Form dated 4-25-2016
<b>Attachment C</b>	Tax Affidavit
<b>Attachment D</b>	Subcontracting Plan Form
<b>Attachment E</b>	2016 Living Wage Act Notice and Fact Sheet
<b>Attachment F</b>	First Source Employment Agreement Form
<b>Attachment G</b>	Davis Bacon Wage Determination
<b>Attachment H</b>	Bid Bond Form
<b>Attachment I</b>	Bid Guaranty Certification
<b>Attachment J</b>	Standard Contract Provisions (Construction Contract)
<b>Attachment L</b>	Drawings and Specifications
<b>Attachment M</b>	Preliminary Engineering Report (PER) dated 26 August 2015
<b>Attachment N</b>	Form of Contract

## **SECTION B SCOPE OF WORK**

### **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 to Option 3 (New LED fixtures). Option 3, reflects greater energy efficiency, lower maintenance and increased longevity. 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 Design/Builder 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 Design/Builder shall Revise the photometric analysis to reflect LED type fixtures rather than MH type fixtures
- B.2.3** The selected Design/Builder shall Create a phasing plan to include a base bid plus options. Prioritize work in phases so as to allow for an orderly expansion if current funding does not allow all options to be awarded.
- B.2.4** The selected Design/Builder shall Revise and select appropriate sections of the PER to be included with the RFP (due to the deviation from the PER recommendations to reuse the existing MH hats and poles we should not just include a copy of the PER, in addition to the change in power source).
- B.2.5** The selected Design/Builder shall Develop performance specifications for DGS to safeguard the quality of consultant design and construction
- B.2.6** The Design/Builder 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.2.7** The Design/Builder 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.2.8** The Design-/Builder will be required to verify that the plans and drawings are accurate and coordinate the Project work around the existing conditions. Design-/Builder should verify existing conditions as noted on the drawings.

**B.2.9** All permit and design fees necessary to complete should be included in the Offeror's lump sum bid.

**B.2.10** 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 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 Engineer or engineer licensed in the District of Columbia.

### **B.5 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.6 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.7 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.8 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.

## **SECTION C ECONOMIC INCLUSION**

### **PREFERENCE FOR SMALL, LOCAL AND DISADVANTAGED BUSINESS ENTERPRISES:**

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 et seq., as amended (“Act”, as used in this section), the District shall apply preferences in evaluating bids from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Section D of the Act.

#### **C.1.1 Application of Preferences:**

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 Bidders 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, or being a local business enterprise with its principal office located in an enterprise zone. (A copy of the certification acknowledgment letter must be submitted with the Bidder’s Bid.) Additional price points shall be granted to prime contractors as follows:

- (a) Three (3) points for a small business enterprise (SBE);
- (b) Five (5) points for a resident-owned business (ROB);
- (c) Ten (10) points for a longtime resident business (LRB);
- (d) Two (2) points for a local business enterprise (LBE);
- (e) Two (2) points for a local business enterprise with its principal office located in an enterprise zone (DZE);
- (f) Two (2) points for a disadvantaged business enterprise (DBE);
- (g) Two (2) points for veteran-owned business (VOB);
- (h) Two (2) points for local manufacturing business enterprise (LMBE)

#### **C.1.2 Maximum Preference Points Awarded:**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise (CBE) is entitled under the Act is twelve points (12) for bids submitted in response to this IFB. There will be no preference points awarded for subcontracting by the prime Contractor with CBEs.

#### **C.1.3 Preferences for Certified Joint Ventures:**

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a (h).

#### **C.1.4 Verification of Bidder's Certification as a Certified Business Enterprise:**

- (a) Any Bidder seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any additional documentation regarding its certification as a certified business enterprise.
- (b) Any vendor seeking certification in order to receive preferences under this solicitation should contact the:  
Department of Small and Local Business Development  
**ATTN: CBE Certification Program**  
441 Fourth Street, NW, Suite 850N  
Washington DC 20001
- (c) All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

#### **C.2 LSDBE UTILIZATION:**

##### **C.2.1 Mandatory Subcontracting Requirements**

- (a) Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the Contract shall be subcontracted to qualified small business enterprises (SBEs).
- (b) If there are insufficient SBEs to completely fulfill the requirement of paragraph (a)(1), then the subcontracting may be satisfied by subcontracting 50% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- (c) A prime Contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections C.2.1 (a) and C.2.1 (b) of this clause.
- (d) Except as provided in C.2.1 (e) and C.2.1 (f), a prime Contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime Contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.



- (e) A prime Contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime Contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- (f) Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- (g) A prime Contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the Contract is \$1 million or less.
- (h) A list of Certified Business Enterprises can be found on the District of Columbia, Department of Small and Local Business Development website at <http://dslbd.dc.gov/DC/DSLBD>, click on “Doing Business in the District”, click on “Find CBE Certified Contractors.”

## **C.2.2 Subcontracting Plan**

- C.2.2.1** If the prime Contractor is required by law to subcontract under this Contract, it must subcontract at least 35% of the dollar volume of this Contract in accordance with the provisions of section C.2.1 of this clause. The plan shall be submitted as part of the bid and may only be amended with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District. Each subcontracting plan shall include the following:
- (a) The name and address of each subcontractor;
  - (b) A current certification number of the small or certified business enterprise;
  - (c) The scope of work to be performed by each subcontractor; and
  - (d) The price that the prime Contractor will pay each subcontractor.

## **C.2.3 Copies of Subcontracts**

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the

subcontracting plan to the CO, PM, District of Columbia Auditor and the Director of DSLBD.

#### **C.2.4 Subcontracting Plan Compliance Reporting.**

**C.2.4.1** If the Contractor has a subcontracting plan required by law for this Contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- (e) The price that the prime Contractor will pay each subcontractor under the subcontract;
- (f) A description of the goods procured or the services subcontracted for;
- (g) The amount paid by the prime Contractor under the subcontract; and
- (h) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

**C.2.4.2** If the fully executed subcontract is not provided with the quarterly report, the prime Contractor will not receive credit toward its subcontracting requirements for that subcontract.

#### **C.2.5 Update Meetings**

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet with the CO, PM, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

#### **C.2.6 Notices**

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the Contract and when the Contract is completed.

#### **C.2.7 Enforcement and Penalties for Breach of Subcontracting Plan**

**C.2.7.1** Contractor shall be deemed to have breached a subcontracting plan required by law, if the Contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

- C.2.7.2** A Contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a Contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
- C.2.7.3** If the CO determines the Contractor's failure to be a material breach of the Contract, the CO shall have cause to terminate the Contract under the default provisions in clause 8 of the SCP, Default.

**C.3 RESIDENCY HIRING REQUIREMENTS FOR CONTRACTORS & SUBCONTRACTORS:**

- C.3.1** At least fifty-one percent (51%) of the Bidder's team and every sub-consultant's employees hired after the Bidder enters into a Contract with the Department, or after such sub-consultant enters into a Contract with the Bidder, to provide the required goods or services, shall be residents of the District of Columbia.
- C.3.2** Upon execution of the Contract, the Bidder and all of its member firms, if any, and each of its subcontractors and sub-consultants shall submit to the Department a list of current employees that will be assigned to work under the Contract, the date that they were hired and whether or not they live in the District of Columbia.
- C.3.3** The Bidder shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, including but not limited to the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011, and the rules and regulations promulgated thereunder. The Bidder and all member firms, subcontractors, tier subcontractors, sub-consultants, and suppliers with contracts in the amount of \$300,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement Attachment G 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; (iii) make best efforts to hire at least 51% District residents for all new jobs created under the Contract; (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 a 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.

## **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, it 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 sixty (60) minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately forty five (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 ninety (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 five (5) 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 one (1) to one hundred eighty eight (188) points. In addition, Offerors will be eligible to receive up to twelve (12) preference points as part of the cost evaluation as described in **Section C.1** and **Section D.4.6** of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is two hundred (200). The contract will be awarded to the contractor with the highest evaluated score.

##### **D.4.1 Relevant Experience and References (40 points)**

The Department desires to engage a Design/Builder (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 forty (40) points.

##### **D.4.2 Key Personnel (40 points)**

The Department desires that the Design-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 Manager; (ii) the Construction Manager; (iii) the Design Manager; (iv) 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 forty (40) points.

#### **D.4.3 Project Management Plan (50 points)**

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

The Project Management Plan should clearly explain how the Design-Builder 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 Design-Builder will manage the preconstruction process; (ii) explain how the Design/Builder will approach the Project; (iii) how the Design-Builder will address key issues at the site; (iv) explain how the Design-Builder 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 fifty (50) points.

#### **D.4.4 Preliminary Project Schedule (10 points)**

Offerors should submit with their Project Management Plan a CPM schedule that shows the anticipated manner in which the Project will be constructed by the substantial and final completion date. Early completion of the project (substantial and final completion date) will be considered as part of the evaluation criteria. 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.4.5 Fast Track Experience (20 points)**

The Department desires that the selected design-builder have substantial experience in implementing design-build projects on a fast-track schedule. The Design-Builder will be evaluated based on its demonstrated experience in: (i) managing the design to scope and budget; (ii) working with designer to develop bid packages based on design development documents or incomplete construction documents; (iii) estimating construction costs based on

design development documents or incomplete construction documents; and (iv) purchasing on fast-track schedules. This element of the evaluation will be worth up to five (20) points.

**D.4.6 Price (60 points, 48 plus 12 possible preference points)**

Offerors will be required to bid a Lump Sum Price. This element of the evaluation will be worth up to sixty (60) points. Forty eight (48) points will be based on the price evaluation and an additional twelve (12) preference points as part of the cost evaluation, as described in **Section C.1**

The forty eight (48) points for the price evaluation shall be objective. In general, the following formula shall be used to determine each Offeror's score:

$$\frac{\text{High Price} - \text{Offeror's Price}}{\text{Highest Price} - \text{Lowest Price}} \times \text{Available Points} = \text{Evaluated Price Score}$$

However, in the event the highest price is less than twenty percent (20%) above the lowest price for a price component, the available price the price formula shall as follows:

$$\frac{\text{Offeror's Price} - \text{Lowest Price}}{1.20 \times \text{Lowest Price}} \times \text{Available Points} = \text{Evaluated Price Score}$$

For purposes of evaluating price, the Department reserves the right to disregard price components that are more than 125% above the median price for the evaluated price component.

## **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 a full original proposal (pricing and technical submission); two (2) copies of the pricing proposal (Form of Offer Letter and any spreadsheets and/or other pricing document referenced in the Form of Offer Letter); and six (6) hard copies as well as two (2) electronic copies on USB flash drive of both the technical and price proposal (i.e. all portions of the proposal excluding the Form of Offer Letter and any spreadsheet or other pricing document referenced in the Form of Offer Letter). Copies of the technical proposal should **not** include the Form of Offer Letter or any spreadsheet or other pricing document referenced in the Form of Offer Letter. The Offeror's original submission shall be placed in a sealed envelope conspicuously marked: "Proposal for Design Build Services for DYRS Site Lighting Repair and Renovations ." Copies of the pricing and technical submissions shall be labeled accordingly.

### **E.2 Delivery or Mailing of Submissions**

Submissions should be delivered or mailed to:

DC Department of General Services  
Contracts & Procurement Division  
Frank D. Reeves Center  
2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor  
Washington, DC 20009  
Attn: Jamar Spruill

### **E.3 Date and Time for Receiving Submissions**

Submissions shall be received no later than 2:00 p.m. EST, on July 14, 2016. 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. The CPM schedule may be on 11"x17" bond paper, but shall be folded to a size of 8-1/2"x11". 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 in two volumes as follows:



#### **E.4.1 Technical Proposal**

The Department desires to obtain technical proposals not to exceed 40 pages. The technical proposal shall be organized as follows:

##### **E.4.1.1 Executive Summary**

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

##### **E.4.1.2 General Team Information and Firm(s) Data**

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

- A. Name(s), address(es), and role(s) of each firm (including all sub-consultants)
- B. Firm profile (prime contractor only), 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 two years
  - 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, along with the person's e-mail.
  - 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.

- v. Please provide a table that identifies the specific staff that will be assigned to this Project, the time periods during which that individual will work on the Project, and his or her level of effort (i.e. the percentage of time devoted to this Project).
- vi. Please identify a Point of Contact and provide the following:
  - 1. Name
  - 2. Title
  - 3. Phone Number
  - 4. Email Address

#### **E.4.1.3 Relevant Experience and References**

- A. Detailed descriptions of no more than three (3) 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) The name and location of the project.
  - (ii) Name, address, contact person and telephone number for owner reference.
  - (iii) The major infrastructure quantities of the project such as roadway length, utility lengths, etc.
  - (iv) A short narrative of the scope of the contractor's direct work on the project.
  - (v) The delivery method implemented on the project.
  - (vi) The start and end dates for construction.

#### **E.4.1.4 Key Personnel**

Each Offeror should submit a table that identifies the Key Personnel that will be assigned to this project. The table should include: (i) the individual's name; (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 Key Personnel that will be assigned to the Project in accordance with the listing in **Section D.4.2** of this RFP. 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).

#### **E.4.1.5 Project Management Plan**

Each Offeror should submit a Project Management Plan that addresses the issues set forth in **Section D.4.3** of this RFP.

#### **E.4.1.6 Preliminary Project Schedule**

Each Offeror should prepare a preliminary project schedule that shows the anticipated manner in which the Project will be constructed by the substantial and final completion dates. 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. The schedule should be prepared using a critical path method and should show key logic ties and activity durations.

#### **E.4.1.7 Technical Proposal Attachments:**

- Bidder/Offeror Certification Form dated 4/26/16
- SBE Subcontracting Plan
- First Source Agreement

#### **E.4.2 Price Proposal**

The Price proposal shall be organized as follows:

##### **E.4.2.1 Form of Offer Letter**

Each Offeror shall submit a Form of Offer Letter substantially in the form of **Attachment A**.

##### **E.4.2.2 Bidder/Offeror Certification Form**

Each Offeror shall submit a Bidder/Offeror Certification Form substantially in the form of **Attachment B**.

##### **E.4.2.2 Tax Affidavit**

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

##### **E.4.2.4 Bid Bond**

Each Offeror shall submit with their proposal a bid bond in an amount equal to five percent (5%) of the as bid Lump Sum Price, as further explained in **Section J.1** below.

## **SECTION F BIDDING PROCEDURES & PROTESTS**

### **F.1 Contact Person**

For information regarding this RFP please contact:

Jamar Spruill  
Contract Specialist  
Contracts & Procurement Division  
Department of General Services  
2000 14th Street, NW  
Washington, D.C. 20009  
Phone: (202) 671-2255  
E-mail: Jamar.Spruill@dc.gov

Any written questions or inquiries should be sent to Jamar Spruill at the **E-mail** address above.

### **F.2 Preproposal Conference and Site Visit**

A preproposal conference and site visit will be held on June 29, 2016 at 10:00 a.m. EST. The conference will be held at the DYRS Capital Guardian Youth Challenge Academy (CGYCA) Media Building Conference Room 3201 Oak Hill Dr Laurel, Maryland 20724. 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 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 or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments 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 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 Jamar Spruill at the address listed in **Section F.1** no later than the close of business on July 5, 2016. The person making the request shall be responsible for prompt delivery.

#### **F.4 Protests**

Bid protests shall be handled in accordance with D.C. Code § 2-360.08.

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, 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 one hundred twenty (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 one hundred twenty five percent 125% 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 one hundred twenty five percent 125% of the median price submitted by other Offerors.

### **F.13 District of Columbia False Claims Act**

Any person who commits any of the following acts shall be liable to the District for 3 times the amount of damages which the District sustains because of the act of that person in accordance with the DC False Claims Act – D.C. Code § 2-360.08. A person who commits any of the following acts shall also be liable to the District for the costs of a civil action brought to recover penalties or damages, and shall be liable to the District for a civil penalty of not less than \$ 5,500, and not more than \$ 11,000, for each false or fraudulent claim for which the person:

- a) Knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval;
- b) Knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim;
- c) Has possession, custody, or control of property or money used, or to be used, by the District and knowingly delivers, or causes to be delivered, less than all of that money or property;
- d) Is authorized to make or deliver a document certifying receipt of property used, or to be used, by the District and, intending to defraud the District, makes or delivers the receipt without completely knowing that the information on the receipt is true;
- e) Knowingly buys, or receives as a pledge of an obligation or debt, public property from an officer or employee of the District who lawfully may not sell or pledge property;
- f) Knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the District, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the District;
- g) Conspires to commit a violation of paragraph (a), (b), (c), (d), (e), or (f) of this subsection;
- h) Is a beneficiary of an inadvertent submission of a false or fraudulent claim to the District, subsequently discovers the falsity of the claim, and fails to disclose the false or fraudulent claim to the District; or
- i) Is the beneficiary of an inadvertent payment or overpayment by the District of monies not due and knowingly fails to repay the inadvertent payment or overpayment to the District.

Notwithstanding the above, the court may assess not more than two times the amount of damages which the District sustains because of the act of the person, and there shall be no

civil penalty, if the court finds all of the following:

- j) The person committing the violation furnished officials of the District responsible for investigating false claims violations with all information known to that person about the violation within 30 days after the date on which the person first obtained the information;
  - k) The person fully cooperated with any investigation by the District; and
  - l) At the time the person furnished the District with information about the violation, no criminal prosecution, civil action, or administrative action had commenced with respect to the violation, and the person did not have actual knowledge of the existence of an investigation into the violation.
- 2) Liability pursuant to this section shall be joint and several for any act committed by 2 or more persons.
- 3) This section shall not apply to claims, records, or statements made pursuant to those portions of Title 47 of the District of Columbia Official Code that refer or relate to taxation.”



## **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 Two Million Dollars (\$2,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Two Million Dollars (\$2,000,000) 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 three (3) 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 Fifteen Million Dollars (\$15,000,000).
- G.1.5** Builder’s risk insurance written on an “all risk” basis and covering the value of the improvements being constructed. This coverage does not need to be maintained until such time as construction operations begin.
- G.1.7** Contractor’s pollution legal liability policy of at least Two Million Dollars (\$2,000,000) for the duration of the Project and a period of three (3) years after Substantial Completion of the Project.

### **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 policies 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 policies 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 H - RESERVED**

**SECTION I - RESERVED**

## **SECTION J BONDS**

### **J.1 Bid Bond**

Offerors are required to submit with their proposal a bid bond in the amount of five percent (5%) of the Lump Sum Price. 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. 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 there by forfeit the full amount of the cashier's check or letter of credit, and the Department will collect such funds as liquidated damages.

### **J.2 Reserved**

### **J.3 Contractor's Payment and Performance Bond**

The Design-Builder will be required to post a payment and performance bond having a penal value equal to one hundred percent (100%) of the Lump Sum Price at the time the Contract is executed.