REQUEST FOR PROPOSAL DCAM-18-CS-0054

DESIGN-BUILD SERVICES – ELIOT-HINE MIDDLE SCHOOL

AMENDMENT NO. 6

Amendment Number 6 is hereby issued and posted on the Department's web site at dgs.dc.gov March 30, 2018. Except as otherwise noted, all other terms and conditions of the Request for Proposal remain unchanged.

1. Section 1.2, Project Background

Insert:

1.2.1 Proposed Construction Sequencing

The concept design for Eliot Hine represents a departure from what was originally contemplated for the Project (see attached Concept Design Attachment A.4, provided as Exhibit 1 to Amendment 6). As explained below, the approved concept design requires abatement and demolition of the 1960’s wings of the school, followed by construction of a new addition. DGS envisions that it will commence abatement and demolition of the 1960’s wings mid-June 2018, projecting this work to be completed by August 1, 2018.

Students will swing internally at the start of the 2018-19 school year into the 1930 and 1936 portions of the Eliot Hine building. In advance of this move, there will be some construction required during the summer of 2018 to prepare spaces for student and faculty occupancy. The build-back of the building addition is expected to begin in November 2018 after an agreement has been reached on a GMP for the project.

Abatement, renovation, and other capital improvement Work on the 1930 and 1936 portions of the Eliot Hine building will commence in June 2019. At that time, students will be relocated to the existing trailer complex for the duration of Phase 2 (SY 2019-20 - approximately 100,000 sf).

The Substantial Completion date for the entire modernization project remains unchanged at July 15, 2020.
2. Section 1.6, Project Delivery Method and Schedule
   Insert:

   1.6.1 Project Schedule

   The Project Schedule is provided in Attachment A.5 (provided as Exhibit 2 to Amendment 6).

3. Section 1.8.1, RFP Schedule and Section 5.3 Date and Time for Receiving Proposals
   Delete: 2:00pm April 4, 2018
   Insert: 2:00pm April 6, 2018

4. Section 1.9, RFP Documents
   Insert Attachment B Offer Letter (revised and provided as Exhibit 3 to Amendment 6)

5. Section 2, Scope of Work
   Insert:

   2.1.1 Demolition/Abatement (1960’s Wings)

   (a) The Design-Builder shall provide all labor, materials, supervision and equipment necessary to perform abatement and removal of hazardous material found in the Wings built in 1960 and demolish the 1960 Wings in accordance with the Project Schedule (Attachment A.5)

   (b) Offerors’ proposed pricing (all fees and general conditions) should assume execution of the abatement and demolition work as outlined above over the summer of 2018. This work would be released prior to reaching agreement on a GMP as early release work.

   (c) Alternatively, DGS may decide to contract directly with an abatement and demolition company, and have the selected Design-Builder oversee the abatement and demolition work on the Department’s behalf. Please provide a Deduct-Alternate (Design-Build Fee and General Conditions) for the oversight of the abatement and demolition scope only.

   (d) For bidding purposes, the Design-Builder should assume that existing 1960’s wings will be demolished in their entirety and site stabilized prior to the Design-Builder taking possession of site. With the exception of this demolition and abatement work, all other tasks as referenced in supporting documentation of the RFP and as attached to this and the previous Amendments is the responsibility of the Design-Builder.
6. **3.4.1 Relevant Experience & Capabilities of the Builder (20 points)**

Delete: In its entirety

Insert:

**3.4.1 Relevant Experience & Capabilities of the Builder (20 points)**

The Department desires to engage a Design-Builder with the experience necessary to accomplish the objectives set forth in the RFP. The construction component of each Design-Builder will be evaluated based on their demonstrated experience in: (i) construction and renovation projects in an urban setting; (ii) construction and renovation of schools; (iii) relevant experience constructing and tying in a new structure adjacent to an existing structure; (iv) relevant experience demolishing a structure adjacent to or connected to an existing structure; (v) knowledge of, and access to, the local subcontracting market; (vi) knowledge of the local regulatory agencies and Code Officials; and (vii) constructing projects on fast track schedules. In evaluating these subfactors, the Department will consider, among other things, the Offeror’s track record in delivering projects on-time and on-budget. 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.

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Franklin Austin  
Contracting Officer

Date  
3-30-15

End of Amendment No. 6
Exhibit 1
Attachment A.4  Concept Design
PROGRAM ANALYSIS

- Auditorium
- Auditorium Support
- Gym
- Gym Support
- Cafeteria
- Cafe Support
- Admin
- Clinic
- Classroom
- Science / Art Lab
- Broadcast Studio
- Library
CONCEPT: COURTYARD
CONCEPT: COURTYARD

Ground Floor

First Floor

Legend:
- Auditorium
- Auditorium Support
- Gym
- Gym Support
- Cafeteria
- Cafe Support
- Admin
- Clinic
- Classroom
- Science / Art Lab
- Broadcast Studio
- Library
- Circulation
- Shelled Space
- New Construction
CONCEPT: COURTYARD

Second Floor

Third Floor

Legend:
- Auditorium
- Auditorium Support
- Gym
- Gym Support
- Cafeteria
- Cafe Support
- Admin
- Clinic
- Classroom
- Science / Art Lab
- Broadcast Studio
- Library
- Circulation
- Shelled Space
- New Construction
CONSTRUCTION PHASING
PHASE 1- SITE PLAN
PHASE 2- SITE PLAN
Exhibit 2

Attachment J.5

Project Schedule
District of Columbia Department of General Services  
2000 14th Street, NW  
Washington, D.C. 20009

Attention: Franklin Austin  
Contracting Officer

Reference: Request for Proposals (RFP) – DCAM-18-CS-0054  
Design Build Services Eliot-Hine Middle School Modernization

Dear Mr. Austin:

On behalf of [INSERT NAME OF BIDDER] (the “Offeror”), I am pleased to submit this proposal in response to the Department of General Services’ (the “Department” or “DGS”) Request for Proposals (the “RFP”) to provide Design-Build Services for Eliot-Hine Middle School Modernization. The Offeror has reviewed the RFP and the attachments thereto, any amendments thereto, and the proposed Form of Contract (collectively, the “Bid Documents”) and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit the Offeror’s Bid in response to the RFP. The Offeror’s proposal, the Design-Build Fee (as defined in 2.11), and the Maximum Cost of General Conditions (as defined in 2.11.2) are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents (collectively, the proposal, the Design-Build Fee, and the Maximum Cost of General Conditions are referred to as the “Offeror’s Bid.”).

The Offeror’s Bid is as follows:

A. The Design-Build Fee is: $________________

The Offeror acknowledges and understands that Design-Build Fee is a firm, fixed price and other than as permitted in the Form of Contract will not be subject to further adjustment. The Offeror further acknowledges that Forty Percent (40%) of the Design-Build Fee shall be at risk, and the Offeror shall be entitled such portion if such portions are earned in accordance with the Form of Contract.

B. The estimated cost of the Offeror’s general conditions (the “Maximum Cost of General Conditions”) is set forth below. The Maximum Cost of General Conditions consists of the following elements:
Cost of construction staff (only field staff are reimbursable)  
Fringe Benefits associated with field staff costs  
Payroll taxes and payroll insurance associated with field staff costs  
Staff costs associated with obtaining permits and approvals  
Out-of-house consultants  
Travel, Living and Relocation expenses  
Job vehicles  
Field office for CM including but not limited to:  
  - Trailer purchase and/or rental  
  - Field office installation, relocation and removal  
  - Utility connections and charges during the Construction Services phase  
  - Furniture  
  - Field offices for the Office and Program Manager  
  - Office supplies  
Office equipment including but not limited to:  
  - Computer hardware and software  
  - Fax machines  
  - Copy machines  
  - Telephone installation, system and uses charges  
  - Job radios  
Local delivery and overnight delivery costs  
Field computer network  
First aid facility  
Progress photos  
Printing cost for drawings, bid packages, etc.  
Other (please itemize)  

Total Maximum Cost of General Conditions  

The Offeror acknowledges and understands that the Maximum Cost of General Conditions will be incorporated into the contract and that the Offeror will not be permitted to exceed the Maximum Cost of General Conditions unless it first obtains the written approval of the Department.

C. Deduct-Alternate (Design-Build Fee and General Conditions) for the oversight of the abatement and demolition scope only as described in Section 2.1.1 (c).

Design-Build Deduct Fee:  

General Conditions Deduct:  

D. In addition, the Offeror hereby represents that, based on its current rating with its surety, the indicated cost of a payment and performance bond is [INSERT PERCENTAGE].

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 and twenty (120) days after the date of the bid.

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. In the event the Offeror fails to do so, the Department shall have the right to levy upon the Offeror’s bid bond.

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 Bid. 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 Bid. In addition to any other remedies that the Department may have at law or in equity, the Department shall have the right to levy upon Bidder’s Bid Bond in the event of a breach of this paragraph 3.

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 sub-consultant 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.