



**D.C. DEPARTMENT OF GENERAL SERVICES**

**REQUEST FOR PROPOSALS**

**DESIGN-BUILD SERVICES FOR  
OXON RUN POOL HOUSE**

**SBE SET-ASIDE AS PART OF THE SMALL BUSINESS INITIATIVE**

**December 1, 2014**

**Proposal Due Date: December 23, 2014 by 2:00 p.m. EST**

**Preproposal Conference: December 9, 2014 at 10:30 a.m. EST**

*to be held at:*

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

**Contact:** Thomas D. Bridenbaugh  
Leftwich & Ludaway, LLC  
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Phone: (202) 434-9100

**Solicitation Number: DCAM-15-CS-0066**

## Executive Summary

The District of Columbia Department of General Services (“DGS” or the “Department”) is issuing this Request for Proposals (“RFP”) to engage a design-builder to provide design-build services for the renovation of the pool house at Oxon Run Park, located at 501 Mississippi Avenue Street SE, Washington, DC 20032. The Department desires to renovate the pool house such that the renovated pool house will reflect a layout similar to and have the same “look and feel” of the recently renovated Fort Stanton Pool House. A program of requirements is attached as **Attachment A**, and the drawings for the Fort Stanton Pool House which will serve as the basis of design are included as **Attachment B**. In addition to renovation of the pool house, certain exterior improvement are also contemplated as summarized on **Attachment A**. It should be noted that renovation of the pool on the site is not included in the scope of this Project. The selected design-builder will be required to work with DGS and the Department of Parks and Recreation (“DPR”) to develop permit documents for the describing the work and to construct the improvements no later than May 1, 2015 (the “Project”).

**As part of the Department’s Small Business Initiative, this solicitation is being set aside for bidding only by Offerors that are certified by the District of Columbia Department of Small and Local Business Development as Small Business Enterprises.**

### A.1. Project Delivery Method

The Department plans to deliver this project through a design-build delivery method. The Design-Builder’s 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 design for the work, preparing such drawings as may be required to describe the work and to obtain the necessary permits. All such drawings shall be submitted to the Department for its review and approval. Once design documents that are sufficiently advanced have been approved by the Department, the design-builder will be required to solicit bids for the work from trade subcontractors. During the Preconstruction Phase, the selected design-builder will be required to work with the Department to determine the manner in which trade subcontractors will be selected and self-performed work will be authorized.

Once trade bidding is complete and the final scope and cost of the Project are negotiated, a definitized agreement memorializing the scope and price will be executed. The Construction Phase will commence upon execution of such agreement. During the Construction Phase, the selected design-builder will be required to construct the Project in accordance with the approved design providing all labor, materials, supervision and other services as may be necessary to accomplish this task no later than May 1, 2015 (the “Substantial Completion Date”).

### A.2 Compensation

As will be more fully described in the Form of Contract, this will ultimately be a Lump Sum Price type contract. As part of the response to this solicitation, Offerors will be required to

submit: (i) a Design Fee; (ii) a Preconstruction Fee; (iii) a Design-Build Fee; and (iv) a Contingency Percentage. The Design Fee shall be a fixed fee and should include all costs associated with the design of the Project, including any and all architectural and engineering services necessary to complete the Project. The Preconstruction Fee shall also be a fixed fee. Other than the cost of design services, the Preconstruction Fee will be the Offeror's sole compensation for Preconstruction Phase services, including developing the Lump Sum Price. The Design-Build Fee will be a fixed fee and will be the selected Design-Builder's sole compensation for Construction Phase services, other than any approved self-performed work and trade subcontracted work. The Design-Build Fee should include sufficient funds to cover the cost of the Design-Builder's overhead, profit and general conditions. It is the Department's intent to engage a design-builder to develop a design for the Project and to put into place \$200,000 (the "Project Budget") worth of work from late January 2015 to May 1, 2015.

Offerors will be required to submit with their proposal an Offer Letter in substantially the form of **Attachment C** on the Offeror's letterhead setting forth its Design Fee, Preconstruction Fee, Design-Build Fee, and Contingency Percentage.

Once trade bidding is complete and the cost of the work is established, a Lump Sum Price for the Project will be established. The Lump Sum Price shall be the sum of the following: (i) the Design Fee; (ii) the Preconstruction Fee; (iii) the Design-Build Fee; (iv) the sum of all approved trade subcontractor costs; (v) the approved cost for any work that is authorized to be self-performed; (vi) an amount equal to the Contingency Percentage bid by the Design-Builder multiplied by items (iv) and (v); and (vii) the cost of insurance and bonds.

Other than the original proposal (which shall include both a pricing and technical response), Offerors will be required to submit copies of the pricing portion of their proposal (including the Form of Offer Letter and any spreadsheets or other pricing documents referenced in the Form of Offer Letter) separately from the technical portion of their proposal. The technical portion of the proposal consists of everything other than pricing information.

### **A.3 Form of Contract**

The Form of Contract will be issued by addendum. 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**

In the event the Project is both (i) substantially complete no later than the Substantial Completion Date, and (ii) delivered for the Lump Sum Price established in the Contract, the

Lump Sum shall be increased by Two Percent (2%). If both of these goals are not met, the Lump Sum will be reduced by Two Percent (2%). In addition, if the Design-Builder meets the Workforce Utilization Requirement discussed in **Section A.5** below, the Lump Sum will be increased by One Half of One Percent (0.5%). 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**

**This solicitation is being set aside for companies that are certified as Small Business Enterprises by the District of Columbia Department of Small and Local Business Development (“DSLBD”) and only entities that are certified as Small Business Enterprises are eligible to participate. In order to qualify for this procurement, the Offeror must perform all project management functions with its own staff.**

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%) of the Contract Work must be awarded to entities that are certified as either Small or Disadvantaged Business Enterprises by the District of Columbia Department of Small and Local Business Development, and Twenty Percent (20%) of the Contract Work 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”). The Workforce Utilization Requirement will be no less than Forty Percent (40%). Offerors shall submit with their proposals a Workforce Utilization Plan outlining how they intend 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:

- Experience & References (25 points)
- Key Personnel (15 points)
- Project Management Plan (15 points)

- Preliminary Project Schedule (10 points)
- Cost (25 points)
- LSDBE Compliance/Utilization (5 points)
- Workforce Utilization (5 points)

#### **A.7 Procurement Schedule**

The schedule for this procurement is as follows:

- |   |                                |
|---|--------------------------------|
| • Issue RFP                             | - December 1, 2014             |
| • Pre-proposal Conference               | - December 9, 2014 at 10:30 am |
| • Last Day for Questions/Clarifications | - December 17, 2014            |
| • Proposals Due                         | - December 23, 2014 at 2:00 pm |
| • Notice of Award                       | - week of January 19, 2015     |

#### **A.8 Attachments**

- |                     |                              |
|---------------------|------------------------------|
| <b>Attachment A</b> | - Program of Requirements    |
| <b>Attachment B</b> | - Basis of Design Documents  |
| <b>Attachment C</b> | - Form of Offer Letter       |
| <b>Attachment D</b> | - Disclosure Statement       |
| <b>Attachment E</b> | - Tax Affidavit              |
| <b>Attachment F</b> | - Davis-Bacon Wage Rates     |
| <b>Attachment G</b> | - Bid Guaranty Certification |

## **SECTION B           SCOPE OF WORK**

### **B.1     Scope of Work**

The selected Design-Builder will be required to provide all labor, materials, supervision, design and other services necessary to complete the Project. The Design-Builder will be required to advance the design as necessary to describe the work and to obtain the necessary permits, solicit trade bids for the required work, and to construct the approved design. The Design-Builder's work will be divided into two Phases: (i) the Preconstruction Phase; and (ii) the Construction Phase.

### **B.2     Preconstruction Phase**

During the Preconstruction Phase, the Design-Builder will be required to (i) to advance the design for the Project as necessary to describe the work and obtain the required permits; (ii) to obtain bids from trade subcontractors based on the approved design documents; (iii) to engage in any value engineering and scoping exercises necessary to return the cost of the work to the Project Budget; (iv) to engage in preconstruction activities, including scheduling, constructability reviews, and identifying any long-lead items; and (v) to agree upon a Lump Sum Price for the Project.

#### **B.2.1   Design Services**

The Design-Builder will be required to develop a design for the Project as necessary to describe the work and to obtain the required permits. The Design-Builder shall ensure that the design is advanced in a manner consistent with the Project Budget—i.e. Designed-to-Budget. The Design-Builder will be required to meet with representatives of DGS and DPR as the design is developed in order for these stakeholders to provide input in the design. The Design-Builder shall submit all design documents to the Department for its review and approval prior to proceeding at appropriate times during the evolution of the design and prior to proceeding with any work in the field. The Design-Builder will be required to produce a complete set of contract drawings for permit no later than twenty-five (25) days from notice to proceed.

#### **B.2.2   Trade Bids**

During the Preconstruction Phase, the selected design-builder will be required to work with the Department to determine the manner in which trade subcontractors will be selected and self-performed work authorized.

#### **B.2.3   Value Engineering**

Based on the trade bids, the Design-Builder will be required to conduct such value engineering as is necessary to reconcile the costs of constructing the Project with the Department's budget for

the Project. The Contractor shall meet with the Department's representatives to discuss any value engineering and changes in scope.

#### **B.2.4 Lump Sum Price Formation**

Based on any value engineering, scope modifications and approved changes in the Project Budget, the Design-Builder shall prepare and submit to the Department a Lump Sum Price proposal to complete the Project. The Lump Sum Price proposal shall represent the Design-Builder's offer to Fully Complete the Project. The Lump Sum Price shall only include: (i) the Design Fee; (ii) the Preconstruction Fee; (iii) the Design-Build Fee; (iv) the sum of all approved trade subcontractor costs; (v) the approved cost for any work that is authorized to be self-performed; (vi) an amount equal to the Contingency Percentage bid by the Design-Builder multiplied by items (iv) and (v); and (vii) the cost of insurance and bonds. In the event that the Department and the Design-Builder are unable to agree upon a Lump Sum Price or a schedule for the Project, the Department shall have the right to terminate the contract and assume any trade subcontracts held by the Design-Builder. In such an event, the Design-Builder shall forfeit its Preconstruction Fee.

**B.2.5 Deliverables.** The following deliverables are required during the Preconstruction Phase. In the event that the Design-Builder fails to provide any deliverable listed below, the Design-Builder shall forfeit its Preconstruction Fee.

- a. Signed and sealed design documents for permit, including progress submissions.
- b. Preliminary Schedule and Cost Estimate.
- d. List of Long Lead Items and Recommendations for purchase.
- g. Lump Sum Price Proposal.

#### **B.3 Construction Phase**

During the Construction Phase, the Design-Builder shall be required to cause the construction to be completed in a manner consistent with the design documents approved by the Department and shall provide all labor, materials, supervision and equipment necessary to fully construct the Project no later than the Substantial Completion Date.

##### **B.3.1 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.
- 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.
- Design-Builder shall submit to the Project Manager for review and approval all shop drawings, material data, and samples provided by Design-Builder, vendors and/or manufacturers, and maintain a log of submittals. The Project Manager shall review and approve or reject submittals within five (5) business days of receipt from the Design-Builder.
- Provide a written bi-weekly 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 DPR and DGS through any applicable warranty periods.
- The Design-Builder, DGS Program Manager and the Department of Recreation representative shall meet as necessary to review the Design-Builder's work. The Design-Builder shall provide the DGS Program Manager meeting minutes of this weekly on-site construction meeting within three (3) business days of the meeting.

### **B.3.2 Mobilization**

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

**B.3.2.1** Take control of the site and install the necessary construction fences and other devices to properly secure the site.

**B.3.2.2** Abate hazardous materials, if any, in accordance with EPA and all jurisdictional agencies.

**B.3.2.3** The Design-Builder shall be responsible for salvaging and storing all items as identified by the Department.

**B.3.2.4** The Design-Builder shall be responsible for obtaining and paying all permits and fees associated with any abatement, demolition, utilities abandonment, and utility relocation.

**B.3.2.5** The Design-Builder shall be responsible for all performance and payment bonds and general liability insurance.

**B.3.2.6** The Design-Builder shall be responsible for removing the balance of construction debris off site.

**B.3.2.7** The Design-Builder shall protect all existing features, public utilities and other existing structures during construction. Design-Builder shall protect existing trees and shrubs from



damage during construction. Protection shall extend to the root systems of existing vegetation. Design-Builder shall not store materials or equipment, or drive machinery, within drip line of existing trees and shrubs. No vehicles are allowed on the site at any time.

### **B.3.3 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 it received prior, written approval from the Department. The Design-Builder will be required to bid, award and administer the trade subcontracts.

### **B.3.4 Site Safety and Clean-up**

**B.3.4.1** The Design-Builder will be required to provide a safe and efficient site. Controlled access shall be required.

**B.3.4.2** 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.3.4.3** The Design-Builder shall be responsible for site security and shall secure the project work area by a minimum 6'-0" chain link fence. Design-Builder shall ensure site is locked during non-work hours and absences from the site during working hours.

**B.3.4.4** 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 & FF&E**

**B.3.5.1** The Program Manager shall perform a walk-through inspection in the presence of the Design-Builder. The Design-Builder shall prepare a written report stating any deficiencies found during the walk through, identify the responsible parties, and ensure that all the deficiencies are corrected by the Design-Builder prior to demobilization. The Design-Builder shall not demobilize from the site until receiving written notice, in writing, from the Project Manager the deficiencies have been corrected to the Project Manager's satisfaction.

**B.3.5.2** The Design-Builder shall be responsible for purchasing and providing FF&E. A detailed list of FF&E requirements will be developed during the Preconstruction Phase.

**B.3.5.3** 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 building. The Design-Builder shall prepare one (1)

full size, two (2) half size and four (4) electronic copies “As-Built” plans of the site, including all the modifications performed during construction, and submit to the Project Manager within thirty (30) days after achieving Substantial Completion. The Design-Builder shall submit four (4) hard copies and four (4) electronic copies of each: Operation & Maintenance Manuals and Warranty Information to the Project Manager.

## **B.5 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 Executive; (ii) the Field Superintendent; (iii) the Project Manager who will be responsible for this Project; (iv) the Design Principal; (v) the Project Architect; and (vi) the key engineer(s) who will be assigned to this Project. In this regard, Offerors should submit a resume of the proposed firm(s) as well as the specific individual that will be assigned to this project. 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 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.

## **B.6 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.7 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.8 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.9 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.10 Time is of the Essence**

Time is of the essence with respect to the Contract. The Project must be Substantially Complete no later than May 1, 2015. 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 Fifty Percent (50%) of the development. Thirty Five Percent (35%) of the contract work must be awarded to entities that are certified as either Small or Disadvantaged Business Enterprises by the District of Columbia Department of Small and Local Business Development and Twenty Percent (20%) of the Contract Work 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 X of Chapter II of Title 2, and all successor acts thereto, including by not limited to the *Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011*, 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 10<sup>th</sup> 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”) (codified at D.C. Code 32-1401 *et seq.*) 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 Thirty Five Percent (35%) of all apprenticeship hours worked must be performed by District residents. The Design-Builder 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 Experience & References (25 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 will be evaluated based on their demonstrated experience in: (i) designing and renovating pool houses or similar recreation facilities; (ii) construction or renovation projects in an urban setting; (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 twenty-five (25) points.

##### **D.4.2 Key Personnel (15 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 Field Superintendent; (iii) the Project Manager who will be responsible for this Project; (iv) the Design Principal; (v) the Project Architect; and (vi) the key engineer(s) who will be assigned to this Project. 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 fifteen (15) points.

##### **D.4.3 Cost (25 points)**



Offerors will be required to bid a Design Fee, a Preconstruction Fee, a Design-Build Fee and a Contingency Percentage. This element of the evaluation will be worth up to twenty-five (25) points.

#### **D.4.4 Project Management Plan (15 Points)**

Offerors are required to submit 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) 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, including design milestones 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. The Department will also consider the experience that the Design-Builder and its team members have working together on similar projects. This element of the evaluation is worth up to fifteen (15) points.

#### **D.4.5 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.4.6 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.4.7 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 a full original proposal (pricing and technical submission); one (1) copy of the pricing proposal (Form of Offer Letter and any spreadsheets and/or other pricing document referenced in the Form of Offer Letter); and eight (8) copies of the technical portion of the proposals (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 Oxon Run Pool House."

### **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 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor  
Washington, DC 20009

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

Submissions shall be received no later than 2:00 pm EST, on December 23, 2014. 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 C**. 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 D**.

#### **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.4.4 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, a Design-Build Fee and a Contingency Percentage. Offerors will be required to submit with their proposal an Offer Letter in substantially the form of **Attachment C** on the Offeror's letterhead.

#### **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 E**. 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 December 9, 2014 at 10:30 am. The conference will be held at the Frank D. Reeves Center, 2<sup>nd</sup> Floor Community Room, 2000 14<sup>th</sup> 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 December 17, 2014. 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 Design-Builder will be required to maintain the following types of insurance throughout the life of the contract. The Design-Builder shall be responsible for the payment of all costs associated with the required insurance, including any and all premiums and, in the case of a claim, any applicable deductible.

**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 One Million Dollars (\$1,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and One Million Dollars (\$1,000,000) 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 Five Million Dollars (\$5,000,000).

**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.1.6** 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 Ten Thousand Dollars (\$10,000). 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 G** 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 Guaranteed Maximum Price at the time the Contract is executed.

**Attachment A**

Program of Requirements



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

**STATEMENT OF WORK FOR  
PROGRAM OF REQUIREMENTS**

The District of Columbia Department of General Services (“DGS”), on behalf of the Department of Parks and Recreation (“DPR”) seeks the services of a Design-Builder (“Design-Builder”) to provide all necessary design and construction services as required for the renovation of the Oxon Run Pool House, located at 501 Mississippi Avenue, SE, Washington, DC.

The Oxon Pool House renovation shall include at a minimum the following:

a) Exterior Improvements

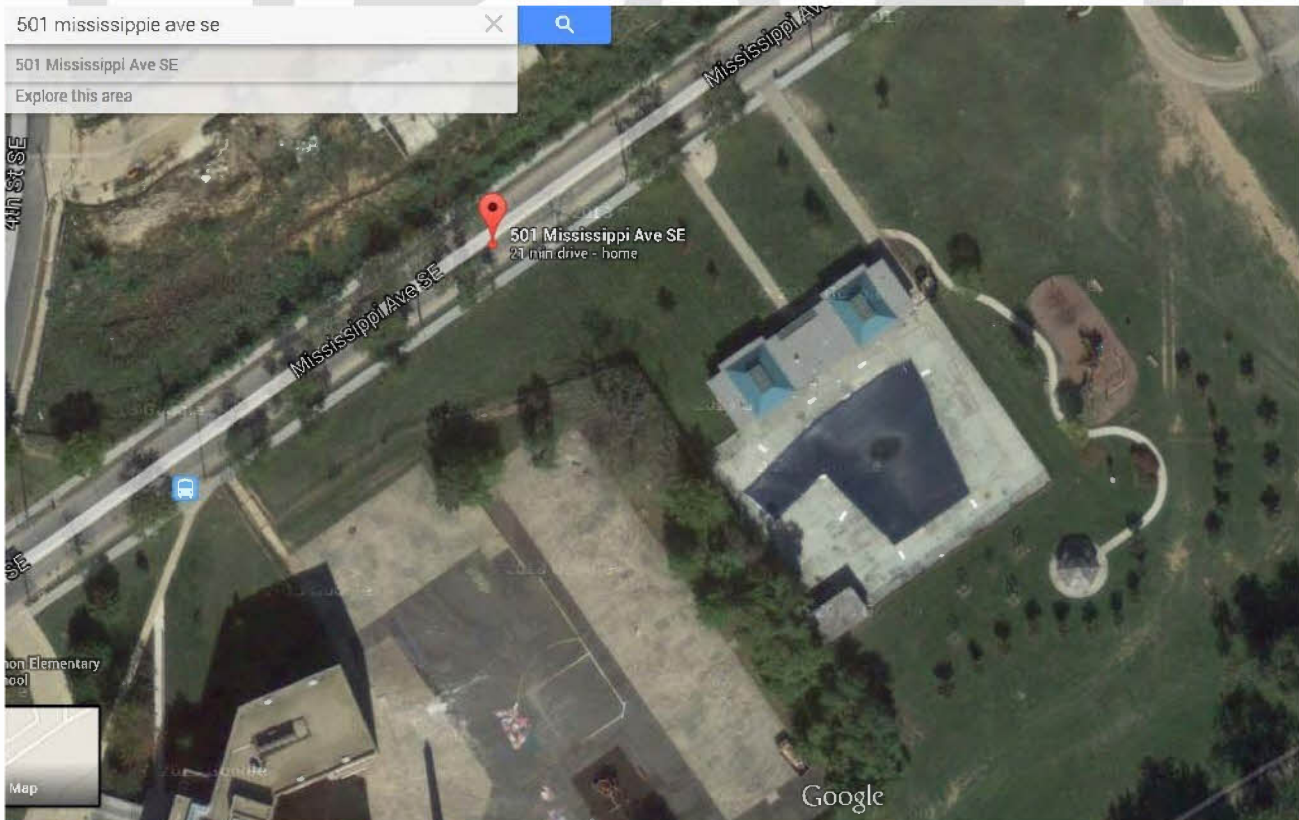
- Repair existing concrete curb that the chain link fence is set in. Paint fence and poles black.
- Furnish and install wooden dumpster enclosure for existing dumpster.
- Remove, dispose and replace existing concrete walkway parallel to the building entry way.
- Remove and replace existing concrete ramp in front of dumpster. Design-Builder may need to regrade and adjust the slope. The current ramp is sloped improperly causing it to hold a large amount of standing water.

b) Pool House Improvements

- Indicate demolition as necessary for new work.
- Provide 8 showers each in a Men’s and Women’s locker room.
- Provide 4 sinks and 4 toilets each in a Men’s and Women’s locker room.
- Provide 2 family changing rooms equipped with baby changing stations.
- Revise layout of existing Men’s and Women’s Locker Rooms to provide ADA accessible routes and clearances at changing areas, bathrooms, and shower areas.
- Replace existing plumbing fixtures (sinks, faucets, toilets, urinals, shower heads, controls) with new.
- Remove existing toilet partitions and accessories and replace with new (grab bars, toilet paper dispensers, sanitary waste dispenser, etc.) at Women’s Locker Room. Include accessible toilet compartment(s) as necessary to meet current accessibility requirements.
- Remove existing toilet partitions and provide new toilet partitions, urinal screens, and accessories (grab bars, toilet paper dispensers, etc.) at Men’s Locker Room. Include accessible toilet compartment(s) as necessary to meet current accessibility requirements.
- Provide new paper towel dispensers and waste disposals at Men’s and Women’s Locker Rooms.
- Remove existing dressing compartments and replace with new dressing compartments, seats, and curtains at Men’s and Women’s Locker Rooms. Include accessible dressing compartment(s) as necessary to meet current accessibility requirements.
- Provide new shower compartments and curtains at Men’s and Women’s Locker

Rooms. Include accessible shower compartment(s) as necessary to meet current accessibility requirements.

- Provide new double-tier lockers at Men's and Women's changing areas.
- Provide new accessible lockers at Men's and Women's changing areas.
- Provide new benches at Men's and Women's changing areas.
- Create new Reception Area to include a roll-up door and reception counter for check in. Area must be able to hold a computer and basic office electronics.
- Provide new benches and lockers at Male and Female Staff Rooms.
- Provide new lockers, desk, and file cabinet as necessary at Lifeguard Office.
- Repair or replace existing louvers with new as necessary.
- Verify existing doors are ADA accessible and in good working condition. If not, provide new ADA accessible doors and hardware.
- Patch and paint existing doors to be reused.
- Paint interior walls and ceiling throughout.
- Patch, repair, and paint existing wall base throughout.
- Patch and clean flooring throughout.
- Verify floor drains are in good working order. Repair or replace as necessary.
- Clean, repair, and relamp existing lighting. Replace with new any nonfunctional or broken fixtures.
- Verify skylights above Men's and Women's Locker Rooms are in good working order. Repair as necessary.
- Power wash existing exterior brick.



## **Attachment B**

### Basis of Design Documents

The Basis of Design Documents is available for download at:  
<https://leftwichlaw.box.com/shared/static/9gigxfq120lhvynk70tg.pdf>.



**Attachment C**

Form of Offer Letter

Attachment C

[Offeror's Letterhead]

[Insert Date]

District of Columbia Department of General Services  
2000 14<sup>th</sup> Street, NW  
Washington, D.C. 20009

Att'n: Mr. Brian J. Hanlon  
Director

Reference: Request for Proposals  
Design-Build Services – Oxon Run Pool House

Dear Mr. Hanlon:

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 the Oxon Run Pool House. The Offeror has reviewed the RFP and the attachments thereto, any addenda 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 its Proposal in response to the RFP. The Offeror's proposal, the Design Fee, the Preconstruction Fee, the Design-Build Fee and the Contingency Percentage (as defined in paragraph A) 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 Fee, the Preconstruction Fee, the Design-Build Fee and the Contingency Percentage are referred to as the "Offeror's Bid").

The Offeror's Bid is as follows:

- A. The Design Fee is: \$ \_\_\_\_\_
- The Preconstruction Fee is: \$ \_\_\_\_\_
- The Design-Build Fee is: \$ \_\_\_\_\_
- The Contingency Percentage is: \_\_\_\_\_%

The Offeror acknowledges and understands that the Design Fee, the Preconstruction Fee and the Design-Build Fee are firm, fixed prices and other than as permitted in the Form of Contract will not be subject to further adjustment. The Offeror further acknowledges that the Lump Sum Price will be established as the sum of the following: (i) the Design Fee; (ii) the Preconstruction Fee; (iii) the Design-Build Fee; (iv) the sum of all approved trade subcontractor costs; (v) the

approved cost for any work that is authorized to be self-performed; (vi) an amount equal to the Contingency Percentage bid by the Offeror multiplied by items (iv) and (v) (such amount, the “Contingency”); and (vii) the cost of insurance and bonds. The Offeror acknowledges that the Contingency will be the sole amount included in the Lump Sum Price for work that would not be considered a Change under the terms of the Form of Contract, including, but not limited to risks assumed by the Design-Builder under the Form of Contract. The Offeror also acknowledges that two percent (2%) of the Lump Sum Price will be at-risk, and the selected Offeror will only be entitled to such amount as set forth in the Form of Contract.

- B. 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 sixty (60) 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 Bidder fails for 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.

7. This bid 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,

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachment D**

Disclosure Statement

Attachment D

The Offeror and each of its principal team members, if any, must submit a statement that discloses any past or present business, familiar or personal relationship with any of the following individuals:

A. D.C. Department of General Services

Brian J. Hanlon	Director
JW Lanum	Associate Director, Contracts and Procurement Division
Camille Sabbakhan	General Counsel
Charles J. Brown, Jr.	Deputy General Counsel
June Locker	Deputy Director, Capital Construction Services

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

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B. Leftwich & Ludaway

Thomas D. Bridenbaugh

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

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C. Kramer Consulting Services, P.C.  
Heery International, Inc.

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

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This is to certify that, to the best of my knowledge and belief and after making reasonable inquiry, the above represents a full and accurate disclosure of any past or present business, familiar, or personal relationship with any of the individuals listed above. The undersigned acknowledges and understands that this Disclosure Statement is being submitted to the False Claims Act and that failure to disclose a material relationship(s) may constitute sufficient grounds to disqualify the Offeror.

OFFEROR:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Attachment E**

Tax Affidavit



**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**Office of the Chief Financial Officer**  
**Office of Tax and Revenue**



**TAX CERTIFICATION AFFIDAVIT**

**THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.**

**Date**

**Authorized Agent**  
**Name of Organization/Entity**  
**Business Address (include zip code)**  
**Business Phone Number**

**Authorized Agent**  
**Principal Officer Name and Title**  
**Square and Lot Information**  
**Federal Identification Number**  
**Contract Number**  
**Unemployment Insurance Account No.**

I hereby authorize the District of Columbia, Office of the Chief Financial Officer, Office of Tax and Revenue to release my tax information to an authorized representative of the District of Columbia agency with which I am seeking to enter into a contractual relationship. I understand that the information released will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations solely for the purpose of determining my eligibility to enter into a contractual relationship with a District of Columbia agency. I further authorize that this consent be valid for one year from the date of this authorization.

I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia. The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities.

**Signature of Authorizing Agent**

**Title**

The penalty for making false statement is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code §47-4106.

**Attachment F**

Davis-Bacon Wage Rates

General Decision Number: DC140002 11/07/2014 DC2

Superseded General Decision Number: DC20130002

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/03/2014
1	01/24/2014
2	01/31/2014
3	04/11/2014
4	04/25/2014
5	05/16/2014
6	05/23/2014
7	05/30/2014
8	06/27/2014
9	07/04/2014
10	07/18/2014
11	07/25/2014
12	08/01/2014
13	08/08/2014
14	08/15/2014
15	08/29/2014
16	09/05/2014
17	09/26/2014
18	11/07/2014

ASBE0024-007 10/01/2013

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 33.13	13.76

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

ASBE0024-008 10/09/2013

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER.....	\$ 20.86	5.46

Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems

ASBE0024-014 10/01/2013

Rates	Fringes
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FIRESTOPPER.....\$ 26.06 5.90

Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke of other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

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BRDC0001-002 05/04/2014

	Rates	Fringes
BRICKLAYER.....	\$ 29.17	8.61

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CARP0132-008 05/01/2013

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Soft Floor Laying-Carpet.....	\$ 26.81	8.13
PILEDRIVERMAN.....	\$ 26.62	8.15

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CARP1831-002 04/01/2013

	Rates	Fringes
MILLWRIGHT.....	\$ 31.59	8.58

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\* ELEC0026-016 11/03/2014

	Rates	Fringes
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls.....	\$ 42.40	14.97

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ELEC0026-017 09/01/2014

	Rates	Fringes
ELECTRICAL INSTALLER (Sound & Communication Systems).....	\$ 27.05	8.58

SCOPE OF WORK: Includes low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever

the fire alarm system is installed in conduit. All HVAC control work.

-----  
ELEV0010-001 01/01/2014

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 40.49	26.785+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

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IRON0005-005 06/01/2014

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 30.25	17.285

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IRON0201-006 05/01/2014

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 27.00	18.08

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LABO0657-015 06/15/2014

	Rates	Fringes
LABORER: Skilled.....	\$ 22.28	7.09

FOOTNOTE: Potmen, power tool operator, small machine operator, signalmen, laser beam operator, open caisson, test pit, underpinning, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, carpenter tenders, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline, builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen, stake jumper, demolition.

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MARB0002-004 05/01/2014

	Rates	Fringes
MARBLE/STONE MASON.....	\$ 34.18	15.63

INCLUDING pointing, caulking and cleaning of All types of masonry, brick, stone and cement EXCEPT pointing, caulking,

cleaning of existing masonry, brick, stone and cement  
(restoration work)

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MARB0003-006 05/01/2014		
	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 26.28	10.00
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MARB0003-007 05/01/2014		
	Rates	Fringes
TERRAZZO FINISHER.....	\$ 21.48	9.08
-----		
MARB0003-008 05/01/2014		
	Rates	Fringes
TILE SETTER.....	\$ 26.28	10.00
-----		
MARB0003-009 05/01/2014		
	Rates	Fringes
TILE FINISHER.....	\$ 21.48	9.08
-----		
PAIN0051-014 06/01/2014		
	Rates	Fringes
GLAZIER		
Glazing Contracts \$2 million and under.....	\$ 24.77	9.85
Glazing Contracts over \$2 million.....	\$ 28.61	9.85
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PAIN0051-015 06/01/2014		
	Rates	Fringes
PAINTER		
Brush, Roller, Spray and Drywall Finisher.....	\$ 24.89	9.05
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PLAS0891-005 07/01/2013		
	Rates	Fringes
PLASTERER.....	\$ 28.33	5.85
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PLAS0891-006 02/01/2014		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 27.15	9.61
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PLAS0891-007 08/01/2014		
	Rates	Fringes
FIREPROOFER		
Handler.....	\$ 16.50	4.24
Mixer/Pump.....	\$ 18.50	4.24

Sprayer.....\$ 23.00 4.24

Spraying of all Fireproofing materials. Hand application of Fireproofing materials. This includes wet or dry, hard or soft. Intumescent fireproofing and refraction work, including, but not limited to, all steel beams, columns, metal decks, vessels, floors, roofs, where ever fireproofing is required. Plus any installation of thermal and acoustical insulation. All that encompasses setting up for Fireproofing, and taken down. Removal of fireproofing materials and protection. Mixing of all materials either by hand or machine following manufactures standards.

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PLUM0005-008 08/01/2014

	Rates	Fringes
PLUMBER		
Apartment Buildings over 4 stories (except hotels).....	\$ 23.91	9.61+a
ALL Other Work.....	\$ 38.92	16.35+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

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PLUM0602-008 11/17/2013

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe Installation.....	\$ 37.77	18.82+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

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ROOF0030-016 05/01/2014

	Rates	Fringes
ROOFER.....	\$ 28.20	10.59

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SFDC0669-002 07/01/2013

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 31.14	17.62

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SHEE0100-015 07/01/2014

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 39.73	16.08+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day

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SUDC2009-003 05/19/2009

	Rates	Fringes
LABORER: Common or General.....	\$ 13.04	2.80
LABORER: Mason Tender - Cement/Concrete.....	\$ 15.40	2.85
LABORER: Mason Tender for pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking and cleaning of new or replacement masonry, brick, stone and cement.....	\$ 11.67	
POINTER, CAULKER, CLEANER, Includes pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking, cleaning of new or replacement masonry, brick, stone or cement.....	\$ 18.88	

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.  
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Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (ii)).  
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The body of each wage determination lists the classification  
and wage rates that have been found to be prevailing for the  
cited type(s) of construction in the area covered by the wage  
determination. The classifications are listed in alphabetical  
order of "identifiers" that indicate whether the particular  
rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with  
characters other than "SU" denotes that the union  
classification and rate have found to be prevailing for that  
classification. Example: PLUM0198-005 07/01/2011. The first  
four letters , PLUM, indicate the international union and the  
four-digit number, 0198, that follows indicates the local union  
number or district council number where applicable , i.e.,



Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**Attachment G**

Bid Guaranty Certification

**Attachment G**

**Certification Letter for Cashier's Check or Irrevocable Letter of Credit**

Offerors who submit a cashier's check or an irrevocable letter of credit ("Alternate Bid Security") in lieu of a bid bond must also submit this certification, properly notarized, with their proposal. By executing this document, Offeror acknowledges that, if awarded this contract, Offeror shall be required to post promptly a payment and performance bond equal to the full value of the contract. In the event Offeror fails to post such payment and performance bond, the Offeror understands and agrees that: (i) the Department shall draw upon the Alternate Bid Security as liquidated damages; (ii) the award and/or contract shall be terminated; (iii) for a period of two (2) years thereafter, the Department will not accept from such Offeror Alternate Bid Security in lieu of a bid bond; and (iv) the Offeror hereby waives the right to protest the termination of any such award or contract. The Offeror further acknowledges and agrees that the damages the Department would experience in the event such award or contract are terminated due to the Offeror's failure to post a payment and performance bond are difficult to determine and that the value of the Alternate Bid Security represents a reasonable estimate of the damages the Department would incur.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

District of Columbia) ss:

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for the District of Columbia, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be \_\_\_\_\_ of \_\_\_\_\_, and that he/she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_