



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

**REQUEST FOR PROPOSALS**

**DESIGN-BUILD SERVICES  
STANTON ES ANNEX & NEVAL THOMAS ES WING**

**April 29, 2013**

**Proposal Due Date:** May 21, 2013 by 2:00 p.m. EDT

**Preproposal Conference:** May 8, 2013 at 10:30 a.m. EDT

*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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Suite 1000  
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Phone: (202) 434-9100

**Solicitation Number:** DCAM-13-CS-0146

## **Executive Summary**

The District of Columbia Department of General Services (“Department” or “DGS”) is issuing this Request for Proposals to engage one or more design-builders to provide design-build services for the modernization of the Stanton Elementary School Annex located at 2701 Naylor Road, SE, Washington, DC 20020 and a partially occupied wing of Neval Thomas Elementary School located at 650 Anacostia Avenue, NE, Washington, DC 20019. As part of DCPS’ planned school consolidation effort, both schools will be receiving additional students in the 2013/2014 school year, and it is necessary to modernize these spaces in order to accommodate the additional population. The selected design-builder(s) will be required to advance the Department’s preliminary designs for the schools and to complete the modernization of the applicable school no later than August 16, 2013 (the “Project”).

### **Stanton Annex**

The annex building at Stanton Elementary School is approximately 14,000 square feet. The space is currently vacant and consisting of nine (9) classrooms, one (1) lounge/kitchen area, storage rooms, several offices, and a mechanical room located in the basement. The modernized annex will house eight (8) new larger classrooms, approximately eleven (11) individual restrooms, a welcome center, a community circle, a kitchenette, and a mechanical room. The majority of the work required will include selective interior demolition and tenant fit out type work, including, but not limited to, new interior walls, finishes (including flooring and ceilings), ADA compliant restrooms, plumbing, sprinkler, fire alarm, new doors and door hardware, new HVAC equipment and piping, new furniture, new low-voltage IT data cabling and infrastructure, new electrical equipment and fixtures, and potentially new windows. In addition, the basement ceiling above the mechanical room will need to be reconstructed, and the scope will also include repairs and aesthetic enhancements on the exterior of the building.

The budget for the work at the Stanton Annex is \$1.75 million. The Department has engaged Cox Graae + Spack Architects to develop a concept design for the work. The concept design is attached hereto as **Attachment A-1**. Other than certain drawings and details related to the replacement of windows which the Department will provide, the selected design-builder will be required to provide any and all additional design services necessary to complete the Project.

### **Neval Thomas Wing**

Neval Thomas Elementary School consists of approximately 25 classrooms, one multipurpose room, and several offices. The south wing of the school underwent a Phase 1 modernization in 2010. The school will need to accommodate up to 125 additional students in the 2013/2014 school year and thus several of the classrooms in the north wing, which was not part of the 2010 phase 1 modernization project, will require modernization. The classrooms design and specifications will closely mimic the classrooms in the south wing. The majority of the work required will include new finishes (including flooring and ceilings), new doors and door hardware, new HVAC equipment and piping, new furniture, new low-voltage IT data cabling

and infrastructure, and potentially new windows. The scope of work will also include repairs and aesthetic enhancements in the remainder of the north wing.

The budget for the work at Neval Thomas is \$1.3 million. The Department has engaged Kamm Architecture to develop a schematic design for the work. Floor plans are attached hereto as **Attachment A-2**. A concept design for the project will be issued by Addendum on or about May 10, 2013. The schematic design will be completed on or about May 23, 2013. The selected design-builder will be required to provide any and all addition design services necessary for the completion of the Project.

The Department anticipates conducting site visits of both schools. Details regarding the site visits will be issued by Addendum.

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

The Department intends to implement the Project through a modified design-build approach. Given the requirement that the Project be substantially complete no later than August 16, 2013 (the "Substantial Completion Date"), the Department expects that this will require the use of fast track methodologies. The Department intends to have completed the procurement process and issue a notice to proceed (the "NTP") for design and preconstruction services during the week of June 3, 2013. The selected Design-Builder will be required to advance the Department's preliminary design for the Project, provide selective demolition and install all of the work necessary to complete the Project no later than August 16, 2013. The Design-Builder's work will be divided into two phases: (i) the Design/Preconstruction Phase, and (ii) the Construction Phase. During the Design/Preconstruction Phase, the Design-Builder shall prepare such drawings as may be required to describe the work and to obtain the necessary permits. Such drawings shall be submitted to the Department for its review and approval prior to proceeding with construction. During the Construction Phase, the Design-Builder will implement the approved drawings, providing all labor, materials, supervision and other services as may be necessary to accomplish this task.

### **A.2 Design-Builder Fees**

As will be more fully described in the Form of Contract, this will be a cost plus a fixed fee with Guaranteed Maximum Price type contract. Offerors will be required to submit with their proposal the following: (i) a Preconstruction Fee; (ii) a Design Fee; and (iii) a Design-Build Fee. The Preconstruction Fee, and Design-Build Fee will be fixed fees. The Design-Build Fee shall include funds sufficient to cover the cost of general conditions; those costs will NOT be reimbursable. The cost of design services will be reimbursable subject to a cap equal to the Design Fee bid by the Design-Builder; the Design Fee should include the design costs required beyond those services to be provided by the Department as set forth above. Insurance and bonds will be reimbursable. Offerors will be required to submit with their proposal an Offer Letter in substantially the form of **Attachment B** on the Offeror's letterhead.

It is the Department's intent to engage the Design-Builder to advance the design and to put into place work in an amount equal to the project budget over the approximately 8 week period from mid-June through mid-August. The Design-Builder shall not be entitled to any additional fees unless (i) the Department makes additions to the scope provided for the in the GMP Amendment which cause the GMP to increase by more than ten percent (10%); or (ii) the Department makes additions to the scope provided for the in the GMP Contract which will require the Design-Builder's services at the Project School to extend beyond Labor Day of 2013. Please note, however, that punchlist activities may extend beyond the Substantial Completion Date and that such activities will not entitle the Design-Builder to additional fees or general conditions.

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

The Form of Contract will be issued by an addendum to this RFP. Offerors should carefully review the Form of Contract when submitting their proposal. To the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their proposal premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of Contract must be clearly identified and described in their proposal. A proposal that fails to specifically identify and describe the requested changes shall be deemed non-responsive.

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

In the event the Project is both (i) substantially complete no later than August 16, 2013 and (ii) delivered for less than the GMP established in the GMP Amendment, the Design-Builder's Fee will be increased by Ten Percent (10%). If these goals are not met, the Design-Builder's Fee will be reduced by Ten Percent (10%). In addition, if the Design-Builder meets the Workforce Utilization Requirement discussed in **Section A.5** below, the Design Builder's Fee will be increased by Five Percent (5%). In determining whether these goals have been met, the decision will be made irrespective of fault and regardless of whether the cause for failing to achieve these goals was within the Design-Builder's control.

### **A.5 Economic Inclusion**

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

In addition to LSDBE participation as described above, the Department requires that District residents participate in the Project to the greatest extent possible. Prior to the Design-Builder obtaining trade bids for the work, the Department will establish a minimum requirement for the percentage of labor hours worked by District residents on the project (such requirement, the “Workforce Utilization Requirement”). Offerors shall submit with their proposals a Workforce Utilization Plan outlining how they 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 (15 points)
- Key Personnel (15 points)
- Project Management Plan (10 points)
- Preliminary Project Schedule (10 points)
- Fast-Track Experience (10 points)
- LSDBE Compliance/Utilization (5 points)
- Workforce Utilization Plan (5 points)
- Cost (30 points)

**A.7 Procurement Schedule**

The schedule for this procurement is as follows:

- Issue RFP - April 29, 2013
- Pre-proposal Conference - May 8, 2013 at 10:30 a.m.
- Last Day for Questions/Clarifications - May 14, 2013
- Proposals Due - May 21, 2013 by 2:00 p.m.
- Notice of Award - on or about May 31, 2013

**A.8 Attachments**

- Attachment A-1** - Stanton Annex Concept Design
- Attachment A-2** - Neval Thomas Floor Plans
- Attachment B** - Form of Offer Letter
- Attachment C** - Disclosure Statement
- Attachment D** - Tax Affidavit
- Attachment E** - Davis-Bacon Wage Rates
- Attachment F** - Bid Guarantee Certification
- Attachment G** - Performance Criteria

## **SECTION B           SCOPE OF WORK**

### **B.1     Scope of Work**

The Design-Builder will be required to complete the design and to renovate the designated spaces in the school no later than August 16, 2013. Such work may include: (i) ensuring quality and natural daylighting by replacing the windows and lighting systems and painting the walls to brighten the rooms; (ii) repairing or replacing the air conditioning and heating systems in the classrooms to ensure the room is comfortable in any season; (iii) wiring the classroom's computers so that students and teachers can access online learning resources; (iv) acoustical reverberation and augmentation through acoustical materials and sound amplification and improved interior finishes; and (v) including teaching materials through interior design and upgrades to furniture, fixtures, and equipment. Without limiting the generality of the foregoing, the selected design-builder shall be required to provide all of the design services, hazardous material abatement, labor, and materials necessary to accomplish this task. In general, the Design-Builder's scope of work will be divided into two phases, (i) a Design/Preconstruction Phase; and (ii) a Construction Phase. Each of these phases is described below.

### **B.2     Design/Preconstruction Phase**

The Design/Preconstruction Phase will run from NTP through the execution of the GMP Amendment for the Project. During this phase, the Design-Builder will be required (i) to advance the Department's design documents for the Project in consultation with the Department and its Program Manager; (ii) to obtain bids from trade subcontractors to perform the work described in the bid set; (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 identifying any long-lead items; and (v) to agree upon a GMP for the Project.

#### **B.2.1   Design Services**

Within five (5) days after award, the Design-Builder shall meet with representatives of the Department as well as other stakeholders to better develop the Department's requirements for the projects. During the Design/Preconstruction Phase, the Design-Builder will be required to progress the design-documents for the project into a bid set for the Project. The Design-Builder shall ensure that these documents are progressed in a manner consistent with the Performance Criteria attached hereto as **Attachment G** and Department's budget for the Project, *i.e.*, designed to budget. The bid set shall serve as the basis for the Design-Builder's GMP for the Project.

**B.2.2 GMP Formation.** The Design-Builder shall issue the approved bid set to trade subcontractors for bidding. In order to ensure appropriate pricing, at least three (3) bids will be required for each package that has an estimated value of more than \$100,000. Exceptions to this requirement will be granted at the Department in its sole and absolute discretion and will only be considered if such an exception is required to meet the Project's schedule. Based on the bids received, the Design-Builder shall submit a GMP proposal. The GMP proposal shall represent

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

**B.2.3 Preconstruction.** The Design-Builder shall provide such preconstruction services as are necessary to properly advance the Project. These services shall include, but are not necessarily limited to, scheduling, estimating, and the ordering of long-lead materials. Within ten (10) days after award, the Design-Builder shall submit an initial schedule analysis that: (i) contains a preliminary schedule; (ii) identifies long-lead items that could adversely impact the Project's schedule; and (iii) contains written recommendations addressing such long lead items should be handled.

**B.2.4 Deliverables.** The following deliverables are required during the Design/Preconstruction Phase. In the event that the Design-Builder fails to provide any deliverable listed below, the Design-Builder shall forfeit its pre-construction fee.

- a. Preliminary Schedule.
- b. List of Long Lead Items and Recommendations for purchase.
- c. List of subcontractors from which the Design-Builder intends to solicit bids.
- d. Trade bid tabulations.
- e. GMP Proposal.

## **B.2 Management Services.**

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

- Participate and assist in Project/Planning meetings.
- Provide and maintain a fully equipped office on-site to perform all required Contractor duties.
- Maintain full-time, on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log.
- Conduct weekly progress meetings following a contractor generated agenda with the Program Manager and all trades.
- Provide general safety and signage and posting for the project and see that each subcontractor prepares and submits adequate safety program and monitoring throughout the project.
- Provide a written monthly 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 DCPS and DGS through any applicable warranty periods.

### **B.3 Mobilization**

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

**B.3.1** Take control of the site and install the necessary construction fences and other devices to properly secure the site. It is anticipated that this will occur on or about June 24, 2013.

**B.3.2** The Design-Builder shall be responsible for paying all permits and fees associated with any abatement, demolition, utilities abandonment, and utility relocation, if necessary. The Department shall be responsible for the building permit fees, but the Design-Builder shall be responsible for all trade Design-Builder permit fees.

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

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

### **B.4 Trade Work; Subcontracts**

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

### **B.5 Site Safety and Clean-up**

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

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

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

**B.5.4** The Design-Builder shall be responsible for the cost of temporary power used during the construction of the Project, including, but not limited to, the cost of installing such temporary

wiring as may be required to bring power to the site. The Design-Builder shall also be responsible for the cost of all temporary construction necessary on the site.

### **B.3.5 Close-out**

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

### **B.4 Move in Period**

The renovation work will need to be substantially complete no later than August 16, 2013. Punchlist and other non-disruptive work may continue after that date provided it is completed prior to the beginning of the 2013/14 school year. Design-Builders will be required to coordinate such work with school personnel and will need to accommodate their requirements in getting the school ready for the upcoming school year. In addition, the GMP will include an allowance of \$50,000 per school for work directed by the Department to assist in the school move-in and cleaning process. It is contemplated that the Design-Builder will be required to provide an on-site crew of laborers to assist in moving furniture and other small jobs as requested by the Department.

### **B.5 Key Personnel**

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

Time is of the essence with respect to the contract. The Project must be substantially complete by August 16, 2013. As such, the Design-Builder must dedicate such personnel and other resources as are necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

## SECTION C ECONOMIC INCLUSION

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

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

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

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

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

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

## **C.2 SLDBE Participation**

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

## **C.3 Residency Hiring Requirements for Contractors and Subcontractors**

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

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

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

## **SECTION D EVALUATION AND AWARD CRITERIA**

### **D.1 Evaluation Process**

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

### **D.2 Evaluation Committee**

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

### **D.3 Oral Presentation**

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

#### **D.3.1 Length of Oral Presentation**

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

#### **D.3.2 Schedule**

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

#### **D.3.3 Offeror Attendees**

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

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

#### **D.3.4 Topics**

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

#### **D.4 Proposal Evaluation**

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

##### **D.4.1 Experience & References (15 points)**

The Department desires to engage a Design-Builder with the experience necessary to realize the objectives set forth in the RFP. The Design-Builder will be evaluated based on their demonstrated experience in: (i) construction and renovation projects in an urban setting; (ii) managing design-build projects; (iii) repairing and/or modernization of school facilities and extensive knowledge of school facilities; (iv) knowledge of, and access to, the local subcontracting market; and (v) knowledge of the local regulatory agencies and Code Officials. 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 fifteen (15) points.

##### **D.4.2 Key Personnel (15 points)**

The Department desires that the Design-Builder assign the appropriate number of personnel having the necessary seniority to implement a project of this type. The personnel should have experience working together and each such individual should have the necessary level of experience and education for his or her proposed role. They should have a demonstrated ability to deliver fast-track projects on-time and on-budget. Proposals should identify, at a minimum, (i) the Project Executive; (ii) the Field Superintendent; and (iii) the Project Manager. 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 (30 points)**

Offerors will be required to bid a Design Fee, a Preconstruction Fee, and a Design-Build Fee. This element of the evaluation will be worth up to thirty (30) points.

#### **D.4.4 Management Plan (10 points)**

Offerors are required to submit with their proposal a Management Plan. This element of the evaluation will be worth up to ten (10) points.

The 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 explain: (i) how the Design-Builder will manage the engineering subconsultants so as to ensure that the drawings are properly coordinated; (ii) how the Design-Builder will manage the value engineering/management process; (iii) how the Design-Builder proposes to staff and handle construction administration; (iv) how the Design-Builder will manage the design process; and (v) describe the key challenges inherent in this Project and explain how they will be overcome or mitigated.

The Management Plan should also: (i) identify the key personnel and their specific roles in managing the Project; (ii) identify the key milestone dates and provide a description of how these dates will be achieved; (iii) provide a skeletal schedule of the work and the phasing of construction; (iv) describe the cost control management structures that will be used to ensure the Project is delivered on-budget; and (v) describe the key challenges inherent in this Project and explain how they will be overcome or mitigated.

#### **D.4.5 Preliminary Schedule (10 points)**

Offerors should submit with their Management Plan a schedule that shows the anticipated manner in which the design will be prepared and how it relates to the proposed construction schedule for this Project. 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 will be worth up to ten (10) points.

#### **D.4.6 LSDBE Compliance/Utilization (5 points)**

The Department desires the selected design-builder to 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 element 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.

#### **D.4.8 Fast-Track Experience (10 points)**

The Department desires that the selected design-builder have substantial experience in implementing design-build projects on a fast-track schedule. The Design-Builder will be evaluated based on its demonstrated experience in: (i) managing the design to scope and budget; (ii) working with designer to develop bid packages based on design development documents or incomplete construction documents; (iii) estimating construction costs based on design development documents or incomplete construction documents; and (iv) purchasing on fast-track schedules. This element of the evaluation will be worth up to ten (10) points.

## **SECTION E PROPOSAL ORGANIZATION AND SUBMISSION**

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

### **E.1 Submission Identification**

Submissions shall be proffered in an original and eight (8) copies. The Offeror's submission shall be placed in a sealed envelope conspicuously marked: "Proposal for Design-Build Services for Stanton ES Annex & Neval Thomas ES Wing"

### **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 EDT, on May 21, 2013. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

### **E.4 Submission Size, Organization and Offeror Qualifications**

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

#### **E.4.1 Bid Form**

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

#### **E.4.2 Disclosure Form**

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

### **E.4.3 Executive Summary**

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

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

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

Name(s), address(es), and role(s) of each firm (including all sub-consultants)

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**

The Offeror should submit the Bid Form in substantially the form of **Attachment B**.

#### **E.4.9 Local Business Utilization Plan**

Each Offeror must submit a proposed Local Business Utilization Plan that identifies the specific certified business enterprises that will participate in the contract and their anticipated roles. In

addition, each Offeror should provide: (i) a narrative description of similar projects and the Offeror's success in meeting such goals; and (ii) a chart, in summary form, that identifies the Offeror's major public projects over the last five years and its success in achieving such goals (creativity should be displayed regarding joint-venture and subcontractor agreements).

#### **E.4.10 Workforce Utilization Plan**

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

#### **E.4.11 Tax Affidavit**

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

#### **E.4.12 Fast-Track Experience**

Each Offeror must demonstrate substantial experience in implementing design-build projects on a fast-track schedule. The Design-Builder will be evaluated based on its demonstrated experience in: (i) managing the design to scope and budget; (ii) working with designer to develop bid packages based on design development documents or incomplete construction documents; (iii) estimating construction costs based on design development documents or incomplete construction documents; and (iv) purchasing on fast-track schedules.

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

### **F.3     Explanations to Prospective Offerors**

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

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

### **F.4     Protests**

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

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

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

#### **F.5 Contract Award**

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

#### **F.6 Retention of Submissions**

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

#### **F.7 Examination of Submissions**

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

#### **F.8 Late Submissions: Modifications**

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

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

#### **F.9 No Compensation for Preparation of Submissions**

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

#### **F.10 Rejection of Submissions**

The Department reserves the right, in its sole discretion:

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

#### **F.11 Limitation of Authority**

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

## **F.12 Non-Responsive Pricing**

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

## **SECTION G           INSURANCE REQUIREMENTS**

### **G.1     Required Insurance**

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

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

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

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

**G.1.4** Excess umbrella liability coverage (on at least a follow form basis) and when combined with the general liability policy has an aggregate limit of at least 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 \$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 F** and return, notarized, with the Offeror's bid. Letters of credit must be: (i) unconditional and standby; (ii) irrevocable; (iii) issued by an FDIC insured institution that is reasonably acceptable to DGS; and (iv) able to be drawn on in the Washington, DC metropolitan area. The letter of credit shall provide that it may be drawn upon if the holder of the letter of credit submits a signed statement by DGS's contracting officer stating that the Offeror has failed to enter into a contract consistent with the terms of this procurement and the Offeror's bid submitted thereunder.

### **J.2     Trade Subcontractor Bonds**

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

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

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

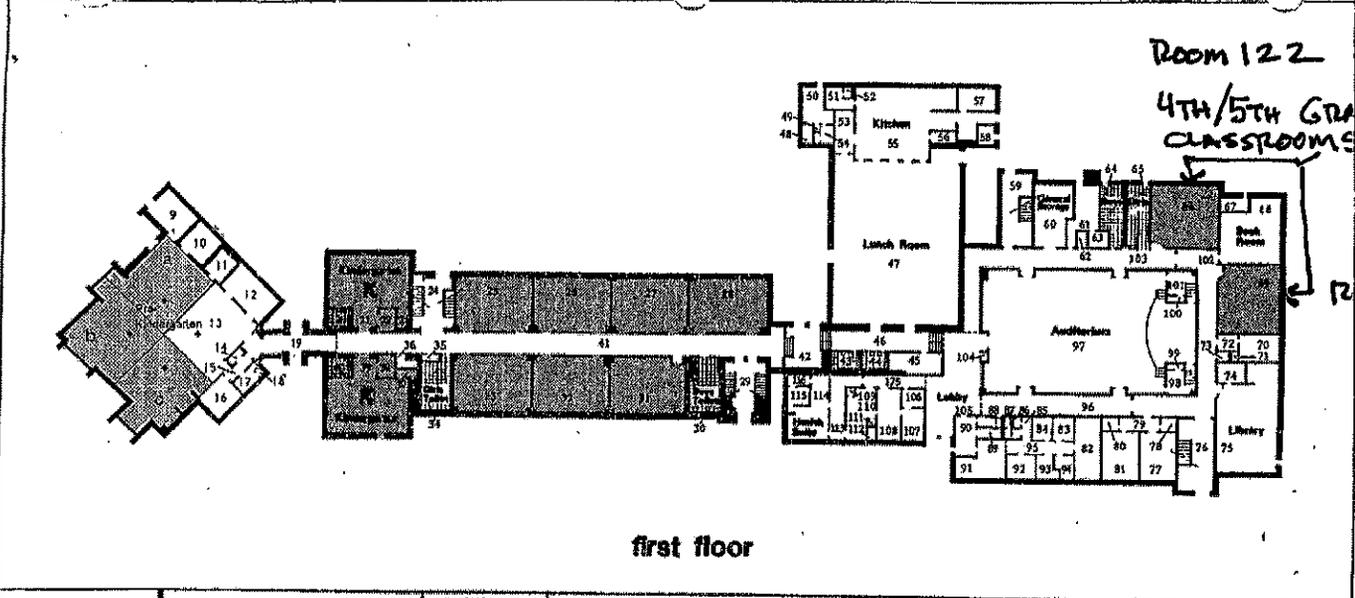
## **Attachment A**

Attachment A-1 is available for download through the link below.

<https://www.box.com/shared/static/nlem517dv9n0bhus0w9f.pdf>

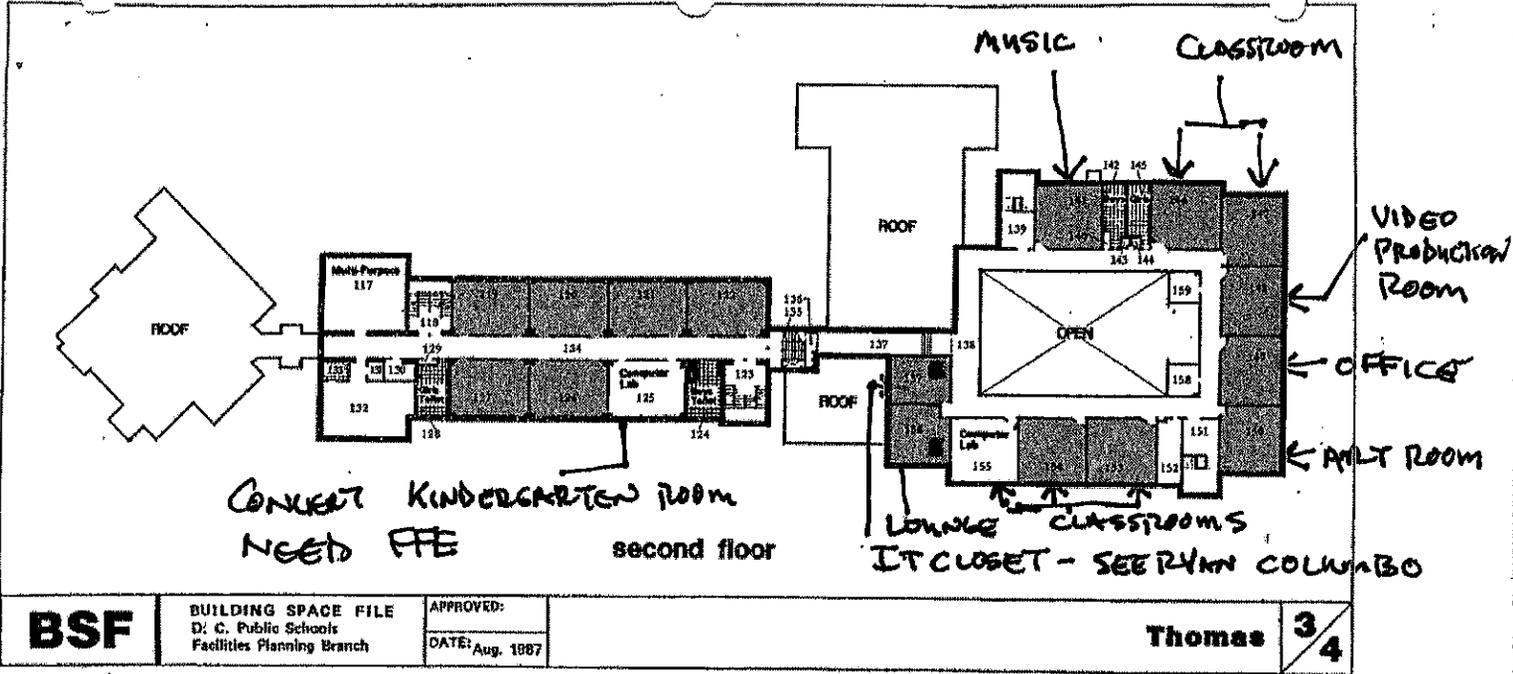
Attachment A-2 follows this page.

# Building Capacity Review



<b>BSF</b>	BUILDING SPACE FILE D. C. Public Schools Facilities Planning Branch	APPROVED: <hr/> DATE: Aug. 1987		<b>Thomas</b>	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <b>2</b>  <b>4</b> </div>
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# Building Capacity Review



**BSF**

BUILDING SPACE FILE  
 D. C. Public Schools  
 Facilities Planning Branch

APPROVED:  
 DATE: Aug. 1987

Thomas

**3/4**

Attachment B

[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 – Stanton ES Annex & Neval Thomas ES Wing

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 modernization of the Stanton Elementary School Annex and the Neval Thomas Elementary School Wing. 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, and the Design-Build Fee for the Stanton Elementary School Annex (as defined in paragraph A); and the Design Fee, the Preconstruction Fee, and the Design-Build Fee for the Neval Thomas Elementary School Wing (as defined in paragraph B) 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, and the Design-Build Fee for each school are referred to as the "Offeror's Bid".)

The Offeror's Bid is as follows:

A. Stanton Elementary School Annex:

The Design Fee is: \$ \_\_\_\_\_

The Preconstruction Fee is: \$ \_\_\_\_\_

The Design-Build Fee is: \$ \_\_\_\_\_

B. Neval Thomas Elementary School Wing:

The Design Fee is: \$ \_\_\_\_\_

The Preconstruction Fee is: \$ \_\_\_\_\_

The Design-Build Fee 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 also acknowledges that ten (10%) of the Design-Build Fee is at-risk and the selected Offeror will only be entitled to such amount as set forth in the Form of Contract.

C. 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

Mr. Brian J. Hanlon

[DATE]

Page 3

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,

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

Attachment C

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
Scott Burrell	Chief Operating Officer
JW Lanum	Associate Director, Contracts and Procurement Division
Camille Sabbakhan	General Counsel
Charles J. Brown, Jr.	Deputy General Counsel

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. Brailsford & Dunlavey  
McKissack & McKissack

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:

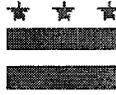
By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**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 E

General Decision Number: DC130002 04/05/2013 DC2

Superseded General Decision Number: DC20120002

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	01/04/2013
1	01/25/2013
2	02/01/2013
3	02/22/2013
4	03/29/2013
5	04/05/2013

ASBE0024-007 10/01/2012

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 33.13	13.60

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

ASBE0024-008 10/01/2012

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER.....	\$ 20.86	5.61

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 10/01/2012

	Rates	Fringes
FIRESTOPPER.....	\$ 26.06	6.05

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.

BRDC0001-002 05/01/2012

Rates	Fringes
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BRICKLAYER.....\$ 27.89 7.76

CARP0132-008 10/01/2012

Rates Fringes

CARPENTER, Includes Drywall  
 Hanging, Form Work, and Soft  
 Floor Laying-Carpet.....\$ 26.61 7.98  
 PILEDRIVERMAN.....\$ 25.77 8.15

CARP1831-002 04/01/2012

Rates Fringes

MILLWRIGHT.....\$ 27.96 12.20

ELEC0026-016 11/05/2012

Rates Fringes

ELECTRICIAN, Includes  
 Installation of  
 HVAC/Temperature Controls.....\$ 40.00 14.30

ELEC0026-017 09/01/2012

Rates Fringes

ELECTRICAL INSTALLER (Sound  
 & Communication Systems).....\$ 25.55 3%+7.77

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 01/01/2013

Rates Fringes

ELEVATOR MECHANIC.....\$ 39.96 25.185+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 06/01/2012

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 29.55	14.995

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IRON0201-006 05/01/2012

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 26.50	16.68

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LABO0657-015 06/01/2012

	Rates	Fringes
LABORER: Skilled.....	\$ 21.26	6.83

FOOTNOTE: Potmen, power tool operator, small machine operator, signalmen, laser beam operator, waterproofer, 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, structural demolition.

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MARB0002-004 05/01/2012

	Rates	Fringes
MARBLE/STONE MASON.....	\$ 33.08	14.59

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 05/01/2011

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 26.04	9.89

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MARB0003-007 05/01/2011

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 20.48	8.74

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MARB0003-008 05/01/2011

	Rates	Fringes
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TILE SETTER.....\$ 25.29 9.89

MARB0003-009 05/01/2011

Rates Fringes

TILE FINISHER.....\$ 20.48 8.74

PAIN0051-014 06/01/2012

Rates Fringes

GLAZIER

Glazing Contracts \$2 million and under.....\$ 24.17 9.36

Glazing Contracts over \$2 million.....\$ 27.14 9.36

PAIN0051-015 06/01/2012

Rates Fringes

PAINTER

Brush, Roller, Spray and Drywall Finisher.....\$ 24.14 8.91

PLAS0891-005 07/01/2012

Rates Fringes

PLASTERER.....\$ 28.33 5.85

PLAS0891-006 05/01/2010

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 27.15 9.58

PLAS0891-007 08/01/2011

Rates Fringes

FIREPROOFER

Handler.....\$ 15.00 3.89

Mixer/Pump.....\$ 17.00 3.89

Sprayer.....\$ 21.50 3.89

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.

PLUM0005-008 08/01/2012

Rates Fringes

PLUMBER

Apartment Buildings over 4 stories (except hotels).....\$ 23.41 9.51+a

ALL Other Work.....\$ 38.17 15.75+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 08/01/2012

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe Installation.....	\$ 37.62	18.07+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 09/01/2012

	Rates	Fringes
ROOFER.....	\$ 26.90	10.18

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SFDC0669-002 01/01/2013

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 30.53	17.62

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SHEE0100-015 07/01/2012

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 38.39	14.54

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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 F**

**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 \_\_\_\_\_, 2013, 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: \_\_\_\_\_

## **District of Columbia Public Schools**

THE VISION: To Make the Washington, D.C. School System Exemplary

THE MISSION: To Make Dramatic Improvement In the Achievement of All Students Today In  
Preparation for Their World Tomorrow

### **CORE BELIEFS:**

Children First

Parents Are Our Partners

Victory Is In the Classroom

It Takes A Village to Raise A Child

Leadership and Accountability Are the Keys to Our Success

# Classroom Modernization Phase I

## Introduction

The 2009 Master Facilities Plan prioritizes projects that will improve the learning environment, improve student performance, and advance educational outcomes within five years. To that end, all elementary and middle schools (excluding new or recently modernized schools) will receive a 'Phase 1 modernization'. The goal of this project is to modernize the classrooms only, and may include support classrooms such as art, music, etc. Although all projects will be customized to the needs of the school, the emphasis will be in the following five areas:

### Lighting Quality

Improvement of natural and artificial lighting in classrooms with complementary bright painting.

### Environmental / Air Quality

Addressing of temperature control, ventilation, air filtration, carbon dioxide levels, and HVAC background noise to ensure comfortable rooms.

### Acoustics

Limits reverberation and background noise and improves sound isolation.

### Technology

Providing data connections for online learning resources, AV equipment, closed-circuit televisions, and a sound system with emergency capabilities.

### Furniture

Introduction of adaptable and flexible furniture systems, mobile media systems, and mobile media carts.

## Performance Criteria

### Lighting Quality

	DESIGN PARAMETERS	PARAMETER NOTES	
1	Controlled Natural Lighting (Glazing)	10 - 12% of floor S.F.	LEED & Green Globe
2	Artificial Light	35-50 Foot-candles	IES

### Environmental / Air Quality (EAQ)

1	Winter Temperature	68.5 to 75.5 degrees	
1	Summer Temperature	74 to 80 degrees	EPA 2000 & ASHRAE 55-2004
2	Humidity	30 % to 60% relative humidity	EPA 2000 & ASHRAE 55-2004
3	Air Changes	6-10 per hour	ASHRAE
4	Outdoor Air Ventilation	10CFM per person	Plus 0.12 per SF of area
5	Air Filtration	MERV 13	LEED
5	Air Filtration	MERV 6 to 8	ASHRAE 52.2-2007 & 62.1-2007
6	Carbon Dioxide Levels	Below 700 PPM above outdoor air	ASHRAE 62.1-2007
7	HVAC Background Noise Level	RC(N) Mark II level of 37	ASHRAE Handbook Chapter 47

### Acoustics

1	Reverberation	.6 per second	(ANSI S12.60-2002)
2	Background Noise	45 dBA	(LEED)
3	Sound Isolation (Varies)	STC 45 between Classrooms	
3	Sound Isolation (Varies)	STC 45 between Classrooms and Corr.	

Technology	DESIGN PARAMETERS	PARAMETER NOTES
1 <b>Data / Computer Drops</b>	At Teacher and Student Computers At wireless access points for mobile cart	
2 <b>Audio / Video Equipment</b>		
Projector linked to Teacher's PC		
Video Format Screen		
Digital DVD/VCR/Tuner		
Interactive Whiteboard (i.e., 'Smartboard')		
Sound Reinforcement	Amplifier, speakers	microphone,
3 <b>Clock</b>	Synchronized with Bell system	
4 <b>Sound System &amp; Emergency Call-box</b>		
Ceiling or Wall Speaker	Class change bells, emergency announcements	
5 <b>CCTV Camera</b>	Security, WebX conferencing, Distance Learning	

**Furniture****DESIGN PARAMETERS****PARAMETER NOTES**

- 1 Flexible/Adaptable Teacher's Station
- 2 Age appropriate Student Desks
- 2 Age-appropriate Student Chairs
- 3 Mobile Media Center