

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



**D.C. Department Of General Services
Invitation for Bids**

**Solicitation No: DCAM-14-CS-0173
Roof Replacement - DC General Hospital Buildings 8 and 15**

Issue Date: August 29, 2014

Pre-Bid Conference
& Site Visit: September 5, 2014 at 2:00 pm

Bid Due Date: September 15, 2014 at 12:00 pm

Delivery of Proposals: Department of General Services
Contracts & Procurement Division
2000 14th Street NW - 8th Floor
Washington, DC 20009

Contact: James Marshall
Contract Specialist
Contracts & Procurement Division
2000 14th Street NW - 8th Floor
Washington, DC 20009
(202) 727-7119

EXECUTIVE SUMMARY

The Department of General Services (DGS) is issuing this Invitation For Bids (IFB) to engage a design-builder to provide all labor, materials, supervision and other services for the replacement of the existing building roof at the DC General Hospital, Buildings 8 and 15, located at 1900 Massachusetts Avenue SE, Washington, DC 20003 in accordance with the Scope of Work in Section B. This requirement is hereinafter referred to as the "Project."

This is an EMERGENCY project and must be completed within forty-five (45) calendar days from Notice to Proceed. Attendance at the pre-bid conference (See Section F.2) by prospective contractors is mandatory.

A.1 Form of Contract:

The Form of Contract is attached herein as Attachment I. Bidders should carefully review the Form of Contract when submitting their bid. To the extent there are any inconsistencies between this IFB and the Form of Contract, the Form of Contract shall prevail. Bidders are further advised that they are required to submit their bids 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 bid.

A.2 Contractor's Compensation:

The Department intends to obtain lump sum bids for this work including a lump sum design fee (CLIN 0001) and a lump sum for construction and construction related work (CLIN 0002) as described in the Offer Letter (Attachment A). The lump sum price by the Bidder shall include sufficient funding to cover all of the costs necessary to fully complete the Project, including, but not limited to, labor, materials, trade subcontractor costs, general conditions, insurance and bonding, home office overhead and profit.

A.3 Procurement Schedule:

The schedule for this procurement is as follows:

Issue IFB	August 29, 2014
Pre-bid Conference & Site Visit	September 5, 2014 at 2:00 pm
Last Day for Questions	September 9, 2014
Due Date for Bids	September 15, 2014 by 2:00 pm
Notice of Award	September 18, 2014

A.4 Attachments:

Attachment A	Form of Offer Letter
Attachment B	Disclosure Statement
Attachment C	Tax Affidavit

Attachment D	Davis-Bacon Wage Rate
Attachment E	Bid Guaranty Certification
Attachment F	Bid Bond Form
Attachment G	Subcontracting Plan Form
Attachment H	First Source Employment Form
Attachment I	Form of Contract
Attachment J	Living Wage Act

SECTION B SCOPE OF WORK

B.1 SCOPE OF WORK:

The Department of General Services (DGS) is issuing this Invitation For Bids (IFB) to engage a design-builder (Contractor) to provide all labor, materials, supervision and other services for the replacement of the existing building roof at the DC General Hospital, Buildings 8 and 15, located in Ward 7 at 1900 Massachusetts Avenue SE, Washington, DC 20003, Square 1112, Lot 0804. The details of Scope of Work are provided below.

B.2 SPECIAL REQUIREMENTS:

The Contractor shall adhere to, perform, or provide the following special requirements:

B.2.1 Adhere to the following construction hours and building access

- a. Construction and construction related work shall be permitted between normal business hours of 7:00 a.m. and 4:00 p.m. Monday through Friday, not including District of Columbia observed holidays.
- b. Construction and construction related work which causes noise, dust and smell shall be performed after normal business hours or on weekends and holidays. Prospective bidders are requested to consider the additional costs, if necessary, to perform the work outside of normal business hours in their bid price.
- c. Construction and construction related work required inside either building shall be approved at least three (3) business days in advance by DGS and DOH

B.2.2 Prepare and submit a schedule for all required Scope of Work items including at a minimum the requirements each of the items in the scope item listed in Section C.2. Contractor shall note the estimated dates and locations where each scope item will take place.

B.2.3 DC Green Building Act: LEED certification will not be pursued but the project shall incorporate the following requirements:

- a. Zero VOC paint
- b. Low VOC sealants

B.2.4 Maintain communication with DGS during the performance of work, DGS is available for consultation at any time during the contract. DGS encourages open lines of communication by frequent consultation via telephone, email or in person. It is the responsibility of the Contractor to document all conversations, in writing, for the project record and notify DGS of any issues that are deemed to be beyond the Scope of Work.

B.2.5 Perform the following required tasks:

- a. Attend a walkthrough of both buildings within five (5) business days of the issuance of a Notice to Proceed.
- b. Schedule the water tests to take place within five (5) business days of the walkthrough (B.2.5 a).
- c. Deliver drawings and specifications to DGS within fifteen (15) business days of the water tests.
- d. Ensure replacement and improvements are substantially complete within twenty five (25) business days of DGS approval of the drawings and specifications (B.2.5 c).
- e. Any requests made to extend the contract schedule date to inclement weather or site conditions must be made in writing by the Contractor. All requests will be responded to in writing by DGS. All requests for extension due to inclement weather must be made by the Contractor within twenty four (24) hours of the scheduled work date.

B.3 BASIC SERVICES

The Design-Builder shall provide all services included in Section B including the Basic Services described in Section B.3. It is the responsibility of the Design-Builder to provide all services necessary for the complete design and construction to replace the roofs. This may include, without limitation, all design and construction services related to the architectural, mechanical, electrical, fire protection (alarm and sprinkler), interior design and other elements and services necessary to fully and properly complete the Project. The Design-Builder recognizes, agrees and accepts that the District is relying upon it for the complete and total design, development, implementation and administration of the design and construction of the Project. The Basic Services shall include at a minimum the following:

B.3.1 Design:

B.3.1.1 The Contractor shall provide the following design and design related services;

- a. An industry-standard water test for each building's roof.
- b. Based on the findings of the water test, the Design-Builder shall develop a scope of work and specifications, including warranties, for any necessary improvements. The scope of work, including all drawings and specifications, shall be submitted to DGS for review prior to the start of any construction.
- c. At the completion of the replacement and improvement work, a second industry-standard water test shall be performed to verify the completeness of the replacement and improvements.
- d. Obtain all necessary building permits.
- e. Provide DGS Material Safety Data Sheets (MSDS) for all products to be used on site. MSDS shall be supplied to DGS at the same time the drawings and specifications are submitted to DGS.

B.3.1.2 The Contractor shall provide the following documents:

Document	Printed	Electronic (DGS Prolog site)	Disk
Final Design Drawings	For DGS/Agency: • Three (3) half-size document sets	PDF of each sheet	AutoCAD
Compliance (Permitting)	For DGS/Agency: • One (1) half-size document sets For Regulatory: • Submission and resubmission sets (Drawings and/or Specifications and/or Calculations and/or Forms) as may be required.	Scanned PDF copy of all regulatory submissions (Drawings, Specifications, Calculations & Forms)	Not Required

B.3.1.3 The Contractor shall provide the following Record Drawings:

- a. Upon completion of the Project, the Design-Builder shall prepare and deliver to DGS one set of Project record drawings and specifications in an electronic format acceptable to the District, incorporating revisions made by the Design-Builder during the Construction Phase and field changes noted on the Contractor’s marked-up field set.
- b. The Design-Builder’s contract shall not be considered complete until the final record drawings are received.
- c. Record drawings shall include all warranty information.

B.3.2 Construction:

B.3.2.1 The Contractor shall perform the required construction services in accordance with the following;

- a. Complete work based on scope of work, drawings and specifications in B.3.1.
- b. Follow any warranties included in Section B.3.1.
- c. Substantially Complete shall not be achieved until the second water test has been conducted with results satisfactory to DGS.

B.3.2.2 The Contractor shall generate and maintain Meeting Minutes throughout the design and construction phases.

B.3.2.3 The Contractor shall furnish all information and materials necessary to conduct reviews and coordinate the project with DOH and DGS. All review comments from DGS and/or the Agency representative will be conveyed in writing. The Design-Builder shall record all comments and maintain a master tracking log of all DGS/Agency comments received and the action taken. If the Design-Builder takes exception to a comment received by DGS or the associated Agency, the Design-Builder shall notify the PM, in writing, of the exception and shall provide documentation as to why compliance is not possible as recommended. The final

decision, in every instance, remains with DGS.

B.4 GENERAL CONDITIONS

B.4.1 The Contractor shall be responsible for determining existing conditions on Project site by examination, whether shown on drawings or not.

B.4.2 The selected Contractor shall perform all of the work in first class and workmanlike manner. Any equipment or materials called for in the Drawings or Specifications shall be new unless otherwise approved by the Department in advance and in writing.

B.4.3 The Contractor shall provide submittals as indicated in the Drawings and Specification to the Department for its review and approval prior to proceeding with the work.

B.4.4 The Contractor's scope of work shall include the installation and provision of such safety barricades and enclosures as may be necessary to ensure a safe workplace or as may be required by OSHA or other applicable law.

B.4.5 In addition to demolition which is specified in other sections and that which may be specifically shown on drawings, cut, move or remove items as necessary to allow work to proceed.

B.4.5.1 Repair or remove unsafe or unsanitary conditions.

B.4.5.2 Remove abandoned items and items serving no useful purpose, such as abandoned piping, conduit, wiring, electrical devices and any other items. However, before any appurtenance removal the work shall be coordinated with DGS Project Manager.

B.4.5.3 Remove unsuitable or extraneous materials such as abandoned furnishings and equipment, and debris such as rotten wood, rusted metals and deteriorated concrete.

B.4.5.4 Clean surfaces and remove surface finishes as needed to install new work and finishes and unless otherwise noted the new finish shall match the existing.

B.4.6 The Contractor, at no additional cost to the Department, shall provide such safety barricades, enclosures and overhead protection as may reasonably be required by the Department and as may be necessary to safely implement the Work and to remove such at the end of the work and shall leave the site in broom clean condition.

B.4.7 With the exception of the building permit, the Contractor shall be responsible for obtaining all job permits and approvals from the Department of Consumer and Regulatory Affairs that are required to perform and complete the installation at no additional cost to the Department.

B.4.8 The Contractor's scope of work shall include all necessary maintenance of traffic measures, including, but not limited to, signs, flagman, steel plates, etc. The Contractor shall

be responsible for preparing any necessary maintenance of traffic plans and for obtaining any required lane closure permits.

B.4.9 The costs of any necessary security should be included in the Bidder's lump sum bid.

B.4.10 All equipment provided shall have a warranty period of one (1) year.

B.4.11 Vehicle parking for Contractor and construction personnel shall be the responsibility of the Contractor. The Contractor shall not park within areas of parking currently used by the facility's staff.

B.4.12 The Contractor shall keep driveways, loading areas, and entrances serving premises clear and available to District employees, the public, and emergency vehicles at all times. The contractor shall not use these areas for parking or storage of materials to minimize use of driveways and entrances.

B.4.12.1 The Contractor shall schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

B.4.13 The Contractor shall comply with the following:

B.4.13.1 The area available to the contractor for performance of the Work is as shown on the Drawings with the understanding that it may at any time be further engrossed upon by the facility for security reasons. When the District or the Occupant continues to occupy portions of the Project during construction, the Contractor shall schedule and conduct the work so as to cause the least interference with operations of the District or Occupants.

B.4.14 When the following must be interrupted, provide alternate facilities acceptable to the Project Manager or schedule the interruption for a time when occupancy will not be impaired:

B.4.14.1 Emergency means of egress.

B.4.15 The Contractor shall obtain required approvals from authorities having jurisdiction.

B.4.16 Smoking shall not be permitted within the building or within 25 feet of entrances, operable windows, perimeter fence, or outdoor-air intakes.

B.4.17 Use of tobacco products and other controlled substances shall not be permitted on the construction site.

B.4.18 District may appoint other entities to manage day-to-day activities for the execution of the Project.

B.4.19 The Contractor shall coordinate with the Project Manager for work scheduling; including, but not limited to: availability of work areas, security planning, storage and coordination with all agencies and utility providers, including Miss Utility.

B.5 SUPERVISION & COORDINATION:

The Contractor shall provide adequate staff with the experience and expertise to perform the required services. In addition, the Contractor shall provide the necessary supervision and coordination of staff.

B.6 LICENSING, ACCREDITATION AND REGISTRATION:

The Contractor and all of its subcontractors and sub-consultants (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.

B.7 CONFORMANCE WITH LAWS:

It shall be the responsibility of the Contractor 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 SOFTWARE REQUIREMENTS:

B.8.1 PROLOG Software Interface Requirements – The District will provide the Contractor with access to the DGS Prolog Project Management software. The Contractor shall be responsible for using Prolog to execute selected contract document requirements in coordination with the Project Manager.

B.8.2 Scheduling Software Requirement – The Contractor shall use Primavera 6 Prolog to prepare and submit any and all schedules required for this project.

B.9 TIME IS OF THE ESSENCE:

Time is of the essence with respect to the contract. The Project must be completed within forty-five (45) calendar days from the Notice to Proceed. As such, the Contractor shall dedicate such personnel and other resources as necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

B.10 DAVIS-BACON ACT:

The Davis-Bacon Act is applicable to this Project. As such, the Contractor and its trade subcontractors shall comply with the wage and reporting requirements imposed by that Act. The applicable wage determination is attached hereto as Attachment D.

B.11 Living Wage Act

The District of Columbia Living Wage Act is applicable to this Project. As such, the Contractor and its trade subcontractors shall comply with the Living Wage Act (Attachment J).

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 Bidders that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, or being a local business enterprise with its principal office located in an enterprise zone,. (A copy of the certification acknowledgment letter must be submitted with the Contractor's bid.) In accordance with these laws, the following preferences shall be awarded in evaluating a Contractor's bid a percentage reduction in price shall be granted as follows:

- a) Three percent for a small business enterprise;
- b) Five percent for a resident-owned business;
- c) Ten percent for a longtime resident business;
- d) Two percent for a local business enterprise;
- e) Two percent for a local business enterprise with its principal office located in an enterprise zone; and
- f) Two percent for a disadvantaged business enterprise.

A certified business enterprise shall be entitled to any or all of the preferences provided in this section, but in no case shall a certified business enterprise be entitled to a reduction in price of more than 12 percent.

C.2 SLDBE PARTICIPATION:

C.2.1 Mandatory Subcontracting Requirement

C.2.1.1 The Department requires 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 an 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.

C.2.1.2 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 project. In addition, 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. A business

certified in more than one (1) category shall count towards all applicable goals for which it is certified; for example, a business certified as a Local, Small and Disadvantaged Business Enterprise shall count towards all three (3) requirements.

C.2.1.3 A prime contractor which is certified as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of sections C.2.1.1 and C.2.1.2.

C.3 CERTIFIED BUSINESS ENTERPRISES PRIME CONTRACTOR PERFORMANCE REQUIREMENTS:

C.3.1 If a certified business enterprise is selected as a prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, that certified business enterprise prime contractor shall perform at least 35% of the contracting effort, excluding the cost of materials, goods and supplies, with its own organization and resources and, if it subcontracts, at least 50% of the subcontracted effort, excluding the cost of materials, goods and supplies, shall be with certified business enterprises.

C.3.2 If the total of the contracting effort, excluding the cost of materials, goods and supplies, proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two (2) years.

C.4 PRIME CONTRACTOR PERFORMANCE REQUIREMENTS APPLICABLE TO JOINT VENTURES:

C.4.1 If a certified joint venture is selected as a prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, the certified business enterprise partner of the joint venture shall perform at least 50% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if the joint venture subcontracts, at least 50% of the subcontracted effort, excluding the cost of materials, goods and supplies, shall be with certified business enterprises.

C.4.2 If the total of the contracting effort, excluding the cost of materials, goods, and supplies, proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two (2) years.

C.5 PERFORMANCE REQUIREMENT FOR CONTRACTS OF \$1 MILLION OR LESS:

If this is a construction contract of \$1 million or less for which a certified business enterprise is selected as prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, the certified business enterprise prime contractor shall perform at least 50% of the on-site work with its own work force.

C.6 SUBCONTRACTING PLAN:

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 50% of the dollar volume of this contract in accordance with the provisions of section C.2. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its bid, a notarized statement detailing its subcontracting plan. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the Bidder is required to subcontract in accordance with the provisions of Section C.2, but fails to submit a subcontracting plan with its bid. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

C.6.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

C.6.2 Statements of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

C.6.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

C.6.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

C.6.5 A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

C.6.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the Chief Contracting Officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

C.6.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the Chief Contracting Officer, and submit periodic reports, as requested by the Chief Contracting Officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

C.6.7.1 A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and

C.6.7.2 A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

C.7 COMPLIANCE REPORTS:

C.7.1 By the 21st of every month following the execution of the contract, the prime contractor shall submit to the Chief Contracting Officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

C.7.1.1 The dollar amount of the contract or procurement;

C.7.1.2 A brief description of the goods procured or the services contracted for;

C.7.1.3 The name and address of the business enterprise from which the goods were procured or services contracted;

C.7.1.4 Whether the subcontractors to the contract are currently certified business enterprises;

C.7.1.5 The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

C.7.1.6 A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in C.3 and C.4 and its approved Subcontracting Plan; and

C.7.1.7 A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in C.3 and C.4 and its approved Subcontracting Plan.

C.8 ENFORCEMENT AND PENALTIES FOR BREACH OF SUBCONTRACTING PLAN:

C.8.1 If during the performance of this contract, the contractor fails to comply with its approved subcontracting plan and the Chief Contracting Officer determines the contractor's failure to be a material breach of the contract; the Chief Contracting Officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

C.8.2 There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

C.8.3 For the willful breach by a contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the contractor shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

C.9 RESIDENCY HIRING REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS:

C.9.1 At least fifty-one percent (51%) of the Bidder's Team and every subconsultant's employees hired after the Bidder enters into a contract with the Department, or after such sub consultant enters into a contract with the Bidder, to work on this project, shall be residents of the District of Columbia.

C.9.2 Upon execution of the contract, the Bidder and all of its member firms, if any, and each of its subcontractors and sub consultants shall submit to the Department a list of current employees that will be assigned to the project, the date that they were hired and whether or not they live in the District of Columbia.

C.9.3 The Bidder 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, including, but not limited to the following requirements:

- (i) At least 20% of journey worker hours by trade shall be performed by District residents;
- (ii) At least 60% of apprentice hours by trade shall be performed by District residents;
- (iii) At least 51% of the skilled laborer hours by trade shall be performed by District residents; and
- (iv) At least 70% of common laborer hours shall be performed by District residents.

C.9.4 The Bidder and all member firms, subcontractors, tier subcontractors, sub consultants, and suppliers with contracts in the amount of \$300,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement 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 10th 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.10 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 CONTRACT AWARD:

D.1.1 This procurement is being conducted in accordance with the provisions of §4720 of the Department's Procurement Regulations (27 DCMR, Chapter 47).

D.1.2 The District reserves the right to accept/reject any bids resulting from this solicitation. The Chief Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

D.1.3 The contract shall be awarded to the qualified bidder whose bid is responsible and responsive to the IFB and is most advantageous to the Department considering only price and the price-related evaluation factors identified in the IFB.

**SECTION E
BID ORGANIZATION AND SUBMISSION**

This section outlines specific information necessary for the proper organization and manner in which Bidder's bid submissions shall be proffered. References are made to other sections in this IFB for further explanation.

E.1 SUBMISSION IDENTIFICATION:

Submissions shall be proffered in an original and three (3) copies. The Bidder's submission shall be placed in a sealed envelope conspicuously marked: "Roof Replacement - DC General Hospital Buildings 8 and 15"

E.1.2 Form of Offer Letter

Each Bidder shall submit The Form of Offer Letter substantially in the form of Attachment A.

E.1.3 Disclosure Statement

Each Bidder shall submit the Disclosure Statement substantially in the form of Attachment B.

E.1.4 Tax Affidavit

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

E.1.5 Bid Guaranty Certification

Each Bidder shall submit the Bid Guaranty Certification substantially in the form of Attachment D. See Section H for further instructions.

E.1.6 Bid Bond Form

Each Bidder shall submit the Bid Bond Form substantially in the form of Attachment F.

E.1.7 Subcontracting Plan Form

Each Bidder shall submit the Subcontracting Plan Form substantially in the form of Attachment G.

E.1.8 First Source Employment Agreement for Construction Contracts Only

Each Bidder shall submit the First Source Employment Agreement and Employment Plan for Construction Contracts Only substantially in the form of Attachment H.

E.2 DELIVERY OR MAILING OF SUBMISSIONS:

Submissions shall be delivered or mailed to:

Department of General Services
Attn: James Marshall
2000 14th Street, NW - 8th Floor
Washington, DC 20009

E.3 DATE AND TIME FOR RECEIVING SUBMISSIONS:

E.3.1 Submissions shall be received no later than 2:00 pm local time on September 15, 2014. The Bidder assumes the sole responsibility for timely delivery of its submission, regardless of the method of delivery.

E.3.2 The Department shall make publicly available the name of each bidder, the bid price, and other information that is deemed appropriate.

SECTION F
BIDDING PROCEDURES & PROTESTS

F.1 CONTACT PERSON:

For information regarding this IFB please contact:

James Marshall
Contract Specialist
Department of General Services
2000 14th Street, NW, 8th Floor
Washington, D.C. 20009
Phone: (202) 727-7719
Email: james.marshall@dc.gov

F.2 PRE-BID CONFERENCE AND SITE VISIT:

A mandatory pre-bid conference will be held at 2:00 pm, September 5, 2014 at DOH located at 1900 Massachusetts Avenue SE, Washington, DC. The site visit will be conducted immediately after the pre-proposal conference.

F.3 EXPLANATIONS TO PROSPECTIVE BIDDERS:

Each Bidder shall carefully examine this IFB and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. Should an Bidder find discrepancies or ambiguities in, or omissions from, the IFB and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the IFB, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Bidder concerning the solicitation will be furnished promptly to all other Bidders as an amendment or addendum to this IFB 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 Bidders. Oral explanations or instructions given before the award of the contract will not be binding.

Requests shall be directed to James Marshall at james.marshall@dc.gov no later than **2:00pm September 9, 2014**. The person making the request shall be responsible for prompt delivery.

F.4 PROTESTS:

Protests shall be governed by §4734 of the Department's Procurement Regulations (27 DCMR, Chapter 47). The District of Columbia Contract Appeals Board shall be the exclusive hearing tribunal for bid protests and disputes in connection with decisions by the Chief Contracting Officer under §4732 and §4733. Claims shall be made in accordance with Title X of the 2010 Procurement Practices Reform Act.

F.5 RETENTION OF SUBMISSIONS:

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

SECTION G INSURANCE REQUIREMENTS

G.1 Required Insurance:

GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance to the Chief Contracting Officer giving evidence of the required coverage either before or after contract award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the same insurance required herein or the Contractor may, at its option, provide coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Chief Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, cancelled or not renewed.

G.1.1 Certificate of Insurance Requirement: The policy description on the Certificate of Insurance form shall include the District as an additional insured and a waiver of subrogation in favor of the District.

G.1.2 Commercial General Liability Insurance: The Contractor shall provide evidence satisfactory to the Chief Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$1,000,000 per aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

G.1.3 Automobile Liability Insurance: The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

G.1.4 Workers' Compensation Insurance: The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

G.1.5 Employers' Liability Insurance: The Contractor shall provide employers' liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

G.1.6 Excess Liability Insurance: The Contractor shall provide umbrella or excess liability insurance as follows: 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 One Million Dollars (\$1,000,000).

G.1.7 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 begins.

G.1.8 Duration: Except as provided in G.1.7, the Contractor shall carry all required insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Chief Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, cancelled or not renewed.

G.1.9 Contractor's Property: Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

G.1.10 Measure of Payment: The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

G.1.11 Notification: The Contractor shall immediately provide the Chief Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Chief Contracting Officer.

G.1.12 Certificates of Insurance: The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this Insurance Section prior to commencing work. Evidence of insurance shall be submitted to:

James Marshall
Contract Specialist
Department of General Services
2000 14th Street, NW, 8th Floor
Washington, D.C. 20009
Phone: (202) 727-7119
Email: james.marshall@dc.gov

SECTION H BONDS

H.1 BID BOND:

Bidders shall submit with their bid a bid bond in the amount of 5% of the bid price on the form included as Attachment F. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties. Alternatively, Bidders may submit a cashier's check or irrevocable letter of credit in lieu of a bid bond. However, in the event a Bidder who is awarded a contract fails to post a payment and performance bond for the full value of the contract, the Bidder shall there by forfeit the full amount of the cashier's check or letter of credit, and the Department will collect such funds as liquidated damages. If the Bidder chooses to submit a cashier's check or letter of credit in lieu of a bid bond, the Bidder shall complete the form included as Attachment F and return, notarized, with the Bidder's submission. Letters of credit must be: (i) unconditional and standby; (ii) irrevocable; (iii) issued by an FDIC insured institution that is reasonably acceptable to the Department; 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 the Department's Chief Contracting Officer stating that the Bidder has failed to enter into a contract consistent with the terms of this procurement and the Bidder's bid submitted thereunder.

H.2 PAYMENT AND PERFORMANCE BOND:

The Contractor shall be required to post a payment and performance bond having a penal value of the contract amount.