

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



REQUEST FOR PROPOSAL

Solicitation Number DCAM-15-CS-0112

Wilson Building Exterior Restoration – Phase I
"Set-Aside for Participation by D.C Certified Small Business Enterprises Only"

March 31, 2015

Proposal Due Date: April 21, 2015 by 2:00 p.m. EST

Proposal Delivery Location: Department of General Services
Contracts & Procurement Division, 8th Floor
Attention: JW Lanum
Frank D. Reeves Center
2000 14th Street, NW
Washington, DC 20009

Pre-proposal Conference: April 8, 2015 at 1:00pm
Wilson Building
1350 Pennsylvania Avenue, NW, Room C25

Contact: James H. Marshall
Supervisory Contract Specialist
2000 14th Street, NW, 8th Floor
Washington, D.C. 20009
james.marshall@dc.gov
Phone: 202 528-3874

Section A Executive Summary

The Department of General Services (“Department” or “DGS”) is issuing this Request for Proposals (“RFPs”) to engage a contractor to provide construction and construction related services to successfully complete the exterior restoration of the historic John A. Wilson Building (Wilson Building). The Contractor shall provide all labor, tools, equipment and materials necessary to perform the required services as described in the Drawings and Specifications for the Wilson Building Exterior Restoration – Phase I, dated October 10, 2014 (See Section B.2).

Through the "Public Building Act" of 1902, the United States Congress authorized \$550,000 for the purchase of the property and an additional \$1.5 million (later increased to \$2 million) dollars for the construction of a new District municipal building. A competition held for the design of the new District Building called for "classic design in the manner of the English Renaissance". Construction began in 1904 and the building was dedicated on July 4, 1908. The Wilson Building, formerly the "District Building", houses the municipal offices and chambers of the Mayor and District Council of the District of Columbia and serves as the District's City Hall. The Wilson Building continues to be a contributing structure to the Pennsylvania Avenue National Historic Site.

A.1 Designation of Solicitation for the Small Business Set-Aside Market Only

This RFP is designated only for certified small business enterprise (SBE) offerors under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 *et seq.*, as amended.

A.2 Contract Type

The contract awarded pursuant to this RFP will be a fixed price type of contract.

A.3 Contractor's Compensation

Offerors shall provide an Offer Letter (Attachment B), including lump sum price to complete the requirements. The lump sum price will be the Contractor's sole method of compensation and as such shall be sufficient funding to cover all of the costs necessary to full complete the Project, including, but not limited to, labor, materials, trade, subcontractor costs, general conditions, insurance and bonding, home office overhead and profit. The lump sum price shall also include sufficient funding for items that are not specifically identified in the list of Drawings and Specifications (Attachment A) but which are reasonably inferable therefrom.

A.4 Form of Contract

The Form of Contract will be issued as addendum to the RFP. Contractors shall carefully consider 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 will 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 the Offeror's proposal.

A.5 Attachments

The following documents are attached to this RFP:

Attachment A	List of Drawings and Specifications for the Wilson Building Exterior Restoration – Phase I, dated October 10, 2014
Attachment B	Offer Letter
Attachment C	Disclosure Statement
Attachment D	Tax Affidavit
Attachment E	Davis-Bacon Wage Rate
Attachment F	Bid Bond Form
Attachment G	Bid Guaranty Certification
Attachment H	Subcontracting Plan Form
Attachment I	2015 Living Wage Act Notice and Fact Sheet
Attachment J	First Source Agreement Form
Attachment K	Past Performance Evaluation Form

A.6 Procurement Schedule

Issue Request for Proposal	March 31, 2015
Pre-proposal Conference	April 8, 2015
Deadline for Questions about the Solicitation	April 13, 2015
Due Date for Proposals	April 21, 2015

SECTION B SCOPE OF WORK

B.1 Scope of Work

The Contractor shall provide all labor, tools, equipment and materials necessary to perform the restoration of the exterior of the Wilson Building as described in the Drawings and Specifications for the Wilson Building Exterior Restoration – Phase I, dated October 10, 2014 (Project). The Wilson Building is located at 1350 Pennsylvania Avenue, NW Washington, DC 20001.

The Project must be substantially completed no later than August 31, 2015 and completed by September 30, 2015.

B.2 Drawings and Specifications

B.2.1 The Drawings and Specifications Wilson Building Exterior Restoration - Phase I dated October 10, 2014 are not physically attached to this RFP, but are available for purchase at Blue Boy Imaging, 214 L Street, NE, Washington, D. C. 20002 - Phone: (202) 265-0272 Fax: (202) 986-0172. The following prices apply:

(a) Full Size Drawings	\$20.00
(b) Half Size Drawings	\$15.00
(c) Specifications	\$15.00
(d) CD-ROM	\$25.00

B.2.2 A list of drawings and specifications contained in the Drawings and Specifications Wilson Building Exterior Restoration - Phase I dated October 10, 2014 is provided in Attachment A.

B.3 Construction Hours

The normal business hours for the Wilson Building are Monday through Friday between 7:00 am and 5:30 pm. The Contractor shall ensure that work which causes noise, dust or smell is performed after normal business hours, weekends, and holidays. Other work related to the construction can be performed during normal business hours.

B.4 General Conditions

The Contractor shall provide or comply with the following general conditions while performing the required work:

B.4.1 Coordinate with the building management as required to minimize disruption to occupants and accommodate the fact that this construction project occurs in an occupied building.

B.4.2 Determine existing Project conditions on site by examination, whether shown on Drawings

and Specifications or not.

B.4.3 Perform all of the work in first class and workmanlike manner.

B.4.4 Ensure equipment or materials called for in the Drawings or Specifications are new unless otherwise approved by the Department in advance and in writing.

B.4.4 Provide submittals as indicated in the Drawings and Specification for the review and approval of the DGS Project Manager (PM) prior to proceeding with the work.

B.4.5 Remove all construction materials and goods including but not limited to large packing boxes, crates, pallets, debris, unwanted items, etc. Additionally, the Contractor shall not leave any materials, debris or unwanted items on the loading dock.

B.4.6 Ensure that all work that requires tie-in to building systems is pre-arranged with the Building Manager and PM.

B.4.7 Utilize only the building's freight elevators to haul or transport materials and goods.

B.4.8 Ensure that air handling units filters remain clean during construction including:

- (a) Repair all damages to the air handling units due from dust; and
- (b) Upon Substantial Completion, install new filters for the air handling units servicing the construction area.

B.4.9 Install and provide safety barricades and enclosures as necessary to ensure a safe workplace or as may be required by OSHA or other applicable law.

B.4.10 In addition to demolition which may be specifically shown on drawings, cut, move or remove items as necessary to allow work to proceed including but not limited to the following:

- (a) Repair or remove unsafe or unsanitary conditions;
- (b) 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 the PM;
- (c) Remove unsuitable or extraneous materials such as debris such as rotten wood, rusted metals and deteriorated concrete; and
- (d) 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.4.11 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.4.12 With the exception of the building permit, the Contractor shall be responsible for obtaining all, but not limited to, trade permits and approvals, from the Department of Consumer

and Regulatory Affairs and all regulatory agencies that have jurisdiction, that are required to perform and complete the installation at no additional cost to the Department.

B.4.13 Coordinate parking for the Contractor and construction personnel with the Building Manager. The Contractor shall not park within areas of parking currently used by the occupants of the building.

B.4.14 When the Emergency means of egress must be interrupted, provide alternate facilities acceptable to the PM or schedule the interruption for a time when occupancy will not be impaired:

B.4.15 The Contractor shall not interrupt utilities serving facilities occupied by District or others unless permitted only when notification has been provided to the District not less than seven (7) days in advance of the proposed utility interruptions and then only after arranging to provide temporary utility services according to requirements indicated; Contractor shall not proceed with utility interruptions without the District's written permission.

B.4.16 Obtain all required permits and approvals from authorities having jurisdiction.

B.4.17 Observe No Smoking policy including that smoking is not permitted within the building or within 25 feet of entrances, operable windows, perimeter fence, or outdoor-air intakes.

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

B.4.19 Coordinate with the PM for work scheduling; including, but not limited to the 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 properly supervise and coordinate the required work including at a minimum the following:

B.5.1 Participate and assist in Project/Planning meetings.

B.5.2 Maintain full-time on-site construction supervision and provide daily inspections, quality control, and monitoring.

B.5.3 Conduct periodic progress meetings following a Contractor generated agenda with the PM.

B.5.4 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.

B.5.5 Prepare payment requests, verify accuracy and forward to the Department for approval and

payment.

B.5.6 Assemble and submit all required close-out documents to the District.

B.5.7 Provide assistance to the Department through any applicable warranty or maintenance periods.

B.6 Personnel

The Contractor's personnel shall have the necessary experience and licenses to perform the required work including experience with historical restoration projects. The Contractor's key personnel shall include at a minimum: (i) the Project Executive; (ii) the Field Superintendent; (iii) the Project Manager, and (iv) a Safety Manager.

B.7 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.8 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.9 Software Requirements

B.9.1 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 PM.

B.9.2 Scheduling Software Requirement – The Contractor shall use Primavera 6 Prolog to prepare and submit any and all schedules required for this project.

B.9.2.1 Project Schedule. The Contractor shall submit a detailed Project Schedule demonstrating how the Project's key milestones will be achieved.

B.10 Davis-Bacon Act

The Davis-Bacon Act is applicable to this Project. The Contractor and its trade subcontractors shall comply with the wage and reporting requirements imposed by that Act. The applicable wage determination is provided as Attachment E.

B.11 Living Wage Act

The Living Wage Act is applicable to this Contract. As such, the Contractor and its subcontractors shall comply with the wage and reporting requirements imposed by this Act. The 2014 Living Wage Act information is provided in Attachment I.

B.12 Time is of the Essence

Time is of the essence with respect to the contract. The Project must be substantially complete by August 31, 2015. As such, the Contractor shall dedicate such personnel and other resources as necessary to ensure that the Project is completed on-time, on budget, and in a diligent, skilled, and professional manner.

B.13 Standard Contract Provisions

The Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects (Revised March 2011) are hereby incorporated into this RFP by this reference.

SECTION C ECONOMIC INCLUSION

C.1 Preferences for Certified Business Enterprises

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 *et seq.*, as amended (“Act”, as used in this section), the District shall apply preferences in evaluating offers from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act. A copy of the certification acknowledgment letter shall be submitted with the Offeror’s proposal. In accordance with this law, the following points shall be granted in evaluating an Offeror’s proposal:

C.1.1 Application of Preferences For evaluation purposes, the allowable preferences under the Act shall be applicable to prime contractors as follows:

- (a) A prime contractor that is a small business enterprise certified by the DSLBD (SBE) will receive three (3) points.
- (b) A prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive five (5) points.
- (c) A prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive ten (10) points.
- (d) A prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive two (2) points.
- (e) A prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive two (2) points.
- (f) A prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two (2) points.
- (g) A prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive two (2) points.
- (h) A prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive two (2) points.

C.1.2 Maximum Preference Awarded Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise (CBE) is entitled under the Act is twelve (12) points for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with CBEs.

C.1.3 Preferences for Certified Joint Ventures A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a(h).

C.1.4 Verification of Offeror’s Certification as a Certified Business Enterprise

- (a) Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The CO will verify the Offeror’s certification with DSLBD. The Offeror should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.
- (b) Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 850N
Washington DC 20001

- (c) All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

C.2 Subcontracting Requirements

An Offeror responding to this solicitation which is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Offers responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 50% of the dollar volume of the contract shall be subcontracted in accordance with C.2.1. A Subcontracting Plan form is provided as Attachment H.

C.2.1 Mandatory Subcontracting Requirements

- (a) Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 50% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- (b) If there are insufficient SBEs to completely fulfill the requirement of paragraph C.2.1 (a), then the subcontracting may be satisfied by subcontracting 50% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- (c) A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections C.2.1 (a) and C.2.1 (b) of this clause.

- (d) Except as provided in C.2.1 (e) and C.2.1 (g), a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 50% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- (e) A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 50% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- (f) Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- (g) A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

C.2.2 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 (a) of this clause. The plan shall be submitted as part of the offer and may only be amended with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- (a) The name and address of each subcontractor;
- (b) A current certification number of the small or certified business enterprise;
- (c) The scope of work to be performed by each subcontractor; and
- (d) The price that the prime contractor will pay each subcontractor.

C.2.3 Copies of Subcontracts

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, PM, District of Columbia Auditor and the Director of DSLBD.

C.2.4 Subcontracting Plan Compliance Reporting

- (a) If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, PM, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:
 - 1. The price that the prime contractor will pay each subcontractor under the subcontract;
 - 2. A description of the goods procured or the services subcontracted for;
 - 3. The amount paid by the prime contractor under the subcontract; and
 - 4. A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.
- (b) If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

C.2.5 Annual Meetings

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

C.2.6 Notices

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

C.2.7 Enforcement and Penalties for Breach of Subcontracting Plan

- (a) A Contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.
- (b) A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
- (c) If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions described in the Agreement.

C.3 Subcontractor Standards

A prime contractor shall ensure subcontractors meet the criteria for responsibility described in D.C. Official Code §2-353-02.

C.4 Residency Hiring and First Source Employment Requirements for Contractors and Subcontractors

C.4.1 District Residents Hiring. At least fifty-one percent (51%) of the Offeror's employees and every subcontractor's employees hired after the Offeror enters into a contract with the Department, or after each subcontractor enters into a contract with the Offeror, to work on this contract, shall be residents of the District of Columbia. Upon execution of the contract, the Offeror and each of its subcontractors, if any, shall submit to the Department a list of current employees that will be assigned to the contract, the date that they were hired and whether or not they live in the District of Columbia.

C.4.2 First Source Employment Agreement. The Offeror shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Offeror and all subcontractors with contracts in the amount of \$300,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement (Attachment D) with the D.C. Department of Employment Services ("DOES"); (ii) make best efforts to hire at least 51% District residents for all new jobs created by the contract; (iii) list all employment vacancies with DOES; and (iv) submit monthly compliance reports to DOES by the 10th of each month.

C.5 Apprenticeship Act

The Contractor and all of its traded subcontractors shall comply with the Apprenticeship Act. In addition, thirty-five percent (35%) of all apprentice hours worked on the Project shall be worked by District residents.

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Evaluation Process

The Department will 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 will be evaluated in accordance with this Section E by an Evaluation Committee. The Evaluation Committee will 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 will select the Offeror(s) whose submission is 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.4 Selection Criteria

Each proposal will be evaluated and scored based on a scale of 1 to 100 utilizing the evaluation factors below. In addition, Offerors 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.

- (a) Relevant Experience and References (30 points)
- (b) Project Management Plan and Schedule (30 Points)
- (c) Key Personnel (20 points)
- (d) Price (20 points)

D.5 Non-Responsive Pricing

In general, the Department will consider a proposal non-responsive if the 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 E
PROPOSAL ORGANIZATION AND SUBMISSION

F.1 Proposal Identification

Proposals shall be proffered in an original and five copies. The Offeror's proposal shall be placed in a sealed envelope conspicuously marked: "DCAM-15-CS-0112" - Wilson Building Exterior Restoration – Phase I.

E.2 Delivery or Mailing of Proposals

Proposals shall be delivered or mailed to:

Department of General Services
Contracts & Procurement Division, 8th Floor
Attention: JW Lanum
Frank D. Reeves Center
2000 14th Street, NW
Washington, DC 20009

E.3 Date and Time for Receiving Proposals

Proposals shall be received no later than 2:00 pm E.D.T., on April 21, 2015. The Offeror assumes the sole responsibility for timely delivery of its Proposal, regardless of the method of delivery.

E.4 Proposal Size, Organization and Offeror Qualifications

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

E.4.1 Technical Proposal – Volume 1

E.4.1.1 Executive Summary. The Offeror shall provide a summary of no more than three (3) pages to include the following for the Offeror and any subcontractors:

- (a) Name, address, and role of each firm
- (b) Firm profile, including:
 - 1. Age
 - 2. Firm history
 - 3. Firm size
 - 4. Areas of specialty/concentration
 - 5. Current workload

- (c) A list of contracts terminated (either for default or convenience). This list shall include 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.

E.4.1.2 Relevant Experience and Capabilities (30 Points) The Department desires to engage a Contractor with the experience necessary to realize the goal and successfully complete the required work as described in Section B of the RFP. This component will be evaluated based on the Offeror's demonstrated experience in: (i) construction projects in an urban setting; (ii) renovations in an occupied building; (iii) restoration of historical buildings; (iv) knowledge of, and access to, the local subcontracting market; and (v) knowledge of the local regulatory agencies and applicable DC Code. In evaluating these sub factors, the Department will consider, among other things, the relevancy of the Offeror's project descriptions provided and 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.

The Offeror shall submit the following to demonstrate the Offeror's relevant experience and capability with projects similar in size and scope as those described in Section B;

- (a) A minimum of three (3) detailed descriptions of projects to include the following that best illustrate the Offeror's experience and capabilities relevant to this project:
 1. Project name and location;
 2. Name, address, contact person and telephone number for owner reference;
 3. Description of the work performed by the Offeror including a comparison to the work described in this solicitation including historical restoration and historical limestone restoration and the Offeror's role on the project;
 4. Completed size in SF;
 5. Time period of the construction;
 6. Identification of personnel involved in the selected project who are proposed to work on this project; and
 7. Award and final construction cost (provide actual figures for completed projects).
- (b) Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms (Attachment K) are completed and submitted on behalf of the Contractor directly to James Marshall at james.marshall@dc.gov by the due date for proposals (F.3).
- (c) Offeror shall ensure that a minimum of two (2) Past Performance Evaluation forms (Attachment K) are completed and included in the Contractor's proposal for each proposed subcontractor, as applicable.

This element of the evaluation will be worth up to thirty (30) points.

E.4.1.3 Project Management Plan and Preliminary Schedule (30 Points). Offerors are required to submit with their proposal a Project Management Plan and Preliminary Schedule. The Project Management Plan and Preliminary Schedule shall clearly explain how the Offeror intends to implement, manage, and complete the Project. It should demonstrate a knowledge of

the project, impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the Offeror shall provide the following:

- (a) Project Management Plan that includes at a minimum:
 - 1. A description of the key personnel's specific roles in managing and completing the Project;
 - 2. A description, as applicable, of the subcontractors specific roles in managing and completing the Project including any specialty trades;
 - 3. A description of the key challenges inherent in this Project and explain how the Offeror will overcome or mitigate these challenges;
 - 4. A description of the Offerors plan to execute the project while maintaining a fully operational building: and
 - 5. A description of the Offerors plan to ensure the safety of the tenant and pedestrian in this highly visible municipal building with heavy vehicle and foot traffic.
- (b) A Preliminary Schedule provided in a Critical Path Method (CPM) that includes sufficient level of detail so as to demonstrate the Offeror's understanding of the Project, identifies key milestones and how those milestones will be achieved, identifies key logic ties and activity durations, and how the Project will be completed by the substantial completion date.

This element of the evaluation is worth up to thirty (30) points.

E.4.1.4 Key Personnel (20 Points). Offerors shall assign personnel to this Project with experience in completing similar historical restoration projects on-time and on-budget. The availability and experience of the key individuals assigned to this Project will be evaluated as part of this element. The Offeror shall:

- (a) Identify, at a minimum: (i) the Project Executive; (ii) the Field Superintendent; (iii) the Project Manager; and (iv) a Safety Manager responsible for the Project and describe the specific experience of each working on historical restoration projects similar size and scope as that described in this RFP;
- (b) Provide resumes for the Key Personnel identified above; and
- (c) Provide an organizational chart that identifies all staff including Key Personnel and subcontractors including specialty trades to be assigned to this Project. The organizational chart shall include: (i) the individual's name; (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this project); and (iv) the time periods during which the individual will be assigned to the Project.

This element of the evaluation is worth up to twenty (20) points.

E.4.1.5 Attachments

The Offeror shall include the following documents in the Offeror's Technical Proposal:

- (a) Disclosure Statement - (Attachment C);

- (b) Tax Affidavit (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;
- (c) First Source Employment (Attachment J); and
- (d) A copy of the Offeror's certification acknowledgment letter from DSLBD.

E.4.2 Price Proposal Section – Volume 2

E.4.2.1 Price (20 Points)

The Offeror shall submit the Offer Letter substantially in the form of Attachment B.

E.4.2.2 Attachments

The Offeror shall include the following documents in the Offeror's Price Proposal:

- (a) Offerors shall submit with their proposal a Bid Bond in the amount of **5%** of the Offeror's lump sum price. The Offeror's Bid Bond shall be submitted in substantially the form provided as Attachment F. Alternatively, Offerors may submit a cashier's check or irrevocable letter of credit in lieu of a Bid Bond with a Bid Guarantee Certification (Attachment G); and
- (b) Subcontracting Plan Form (Attachment H).

SECTION F BIDDING PROCEDURES & PROTESTS

F.1 Contact Person

For information regarding this RFP, please contact:

James H. Marshall
Supervisory Contract Specialist
2000 14th Street, NW 8th Floor
Washington, D.C. 20009
james.marshall@dc.gov
Phone: (202) 528-3874

Any written questions or inquiries shall be sent to James Marshall at james.marshall@dc.gov .

F.2 Pre-proposal Conference

A pre-proposal conference will be held April 8, 2015 at 1:00pm at the Wilson Building, 1350 Pennsylvania Avenue, NW, Room C25. Interested Offerors are strongly encouraged to attend and should allow adequate time to go through security.

F.3 Explanations to Prospective Offerors

Each Offeror shall carefully examine this RFP and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a proposal. 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 proposals 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 James Marshall at james.marshall@dc.gov no later than 2:00pm April 13, 2015. 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). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of proposals. 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 proposals. In all other cases, a protester shall file the protest within seven (7) 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 RFP 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 Retention of Proposals

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

F.6 Examination of Proposals

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.7 Late Proposals and Modifications

- (a) Any proposal or best and final offer received at the Department designated in this RFP after the exact time specified for receipt shall not be considered.
- (b) Any modification of a proposal, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in F.7 (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 proposal 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 proposal which makes its terms more favorable to the DGS may be considered at any time it is received and may be accepted.
- (e) Proposals shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of proposals.

F.8 No Compensation for Preparation of Proposals

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any proposals submitted in response to this RFP, or prepared in connection

therewith, including, but without limitation, any proposals, statements, reports, data, information, materials or other documents or items.

F.9 Rejection of Proposals

F.9.1 The Department reserves the right, in its sole discretion:

- (a) To cancel this solicitation or reject all proposals;
- (b) To reject proposals that fail to prove the Offeror's responsibility;
- (c) To reject proposals that contain conditions and/or contingencies that in the Department's sole judgment, make the proposal indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award;
- (d) To waive minor irregularities in any proposal 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 proposal of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such proposal or this RFP; and
- (g) To reject as non-responsive any offer that fails to include a subcontracting plan that is required by law.

F.10 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.11 Contract Award

This procurement is being conducted in accordance with the provisions of 4721 of the Department's Procurement Regulations (27 DCMR, Chapter 47).

SECTION G INSURANCE REQUIREMENTS

G.1 Required Insurance

The Contractor shall 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 One Million (\$1,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Two Million Dollars (\$2,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage.

G.1.2 Workers’ compensation and Employers Liability coverage providing statutory benefits for all persons employed by the Contractor, or its 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 Two Million Dollars (\$2,000,000).

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.2 Additional Insured

The Contractor shall ensure each insurance policy issued shall name the District of Columbia and the Department as additional insureds and shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

G.3 Waiver of Subrogation

The Contractor shall ensure each insurance policy such policy 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 and approved to do business in the District of Columbia.

SECTION H BONDS

H.1 Bid Bond

H.1.1 Offerors shall submit with their proposal a Bid Bond in the amount of **5%** of the Offeror's lump sum price. The Offeror's Bid Bond shall be submitted in substantially the form provided as Attachment E. All bonding companies shall be licensed to conduct business in the District of Columbia and be included on the Department of Treasury's website Listing of Approved Sureties.

H.1.2 Alternatively, Offerors may submit a cashier's check or irrevocable letter of credit in lieu of a Bid Bond. If the Offeror chooses to submit a cashier's check or letter of credit in lieu of a proposal bond, the Offeror shall complete the form included as Attachment G and return, notarized, with the Offeror's proposal. 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 Department's CCO stating that the Offeror has failed to enter into a contract consistent with the terms of this procurement and the Offeror's proposal submitted thereunder.

H.1.2.1 In the event an Offeror who is awarded a contract fails to post a payment and performance bond for the full value of the contract, the Offeror shall there by forfeit the full amount of the cashier's check or letter of credit, and the Department will collect such funds as liquidated damages.

H.2 Payment and Performance Bond

The Contractor shall be required to provide payment and performance bonds, each having a penal value equal to 100% of the contract amount prior to performing any work on the contract. All bonding companies must be licensed to conduct business in the District of Columbia and be included on the Department of Treasury's Listing of Approved Sureties website.