D.C. DEPARTMENT OF GENERAL SERVICES
REQUEST FOR PROPOSALS

SYSTEMIC UPGRADES
AT THE
WARD 1 SENIOR WELLNESS CENTER

DCAM-13-CS-0130

SET-ASIDE MARKET WITH 35% SBE SET-ASIDE

Issue Date:	March 14, 2013
Pre-Proposal Conference: And Site Visit	March 21, 2013
Proposal Due Date:	April 4, 2013 by 2:00 p.m.
Delivery of Proposals:	Department of General Services Contracts & Procurement Division 2000 14th Street NW - 8th Floor Washington, DC 20009
Contact:	Danyel Riley Contract Specialist Contracts & Procurement Division 2000 14th Street NW - 8th Floor Washington, DC 20009 Phone: (202) 741-0941 Email: Danyel.Riley@dc.gov

EXECUTIVE SUMMARY

The Department of General Services (DGS) is issuing this Request for Proposal (RFP), on behalf of the District's Office on Aging (DCOA), to engage a contractor to provide all labor, materials, supervision, and other services necessary for systemic upgrades at the **Ward 1 Senior Wellness Center** located at **3531 Georgia Avenue, NW Washington DC 20011** in accordance with the Scope of Work in Section B and the Drawings (Attachment A) and Specifications (Attachment B). This requirement is hereinafter referred to as the "Project."

A.1 Form of Contract:

The Form of Contract will be issued by addendum. Offerors should carefully review the Form of Contract when submitting their proposal. To the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their proposals 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.2 Contractor's Compensation:

The Department intends to obtain lump sum bids for this work. The lump sum bid by the Offeror should 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. The lump sum should also include sufficient funding to fund items that are not specifically identified on the drawings but which are reasonably inferable therefrom. The lump sum bid should include the price for CLIN 0001 in accordance with the Drawings and Specifications identified in Attachments A and B.

A.3 Procurement Schedule:

The schedule for this procurement is as follows:

• Issue RFP	- March 14, 2013
• Pre-proposal Conference And Site Visit	- March 21, 2013 at 1:00 pm Ward 1 Senior Wellness Center
• Last Day for Questions/Clarifications	- March 26, 2013
• Proposals Due	- April 4, 2013 at 2:00 pm
• Notice of Award	- TBD

A.4 Attachments:

Attachment A - Drawings
Attachment B - Specifications (See Section B.3)
Attachment C - Form of Offer Letter

Attachment D - Disclosure Statement
Attachment E - Tax Affidavit
Attachment F - Davis-Bacon Wage Rate
Attachment G - Proposal Guaranty Certification
Attachment H - Proposal Bond Form
Attachment I - Subcontracting Plan Form
Attachment J - 2010 Living Wage Act Notice and Fact Sheet
Attachment K - Form of Contract

SECTION B

SCOPE OF WORK

B.1 Scope of Work:

In general, the selected Contractor shall be required to provide all labor, tools, equipment, and materials necessary to perform the work called for in the drawings and specifications for the systemic upgrades at the **Ward 1 Senior Wellness Center** located at **3531 Georgia Avenue NW Washington DC 20011**. To the extent there is an inconsistency between the drawings and specifications, the Contractor shall be required to provide the more expensive requirement. Prior to submitting its proposal, each Offeror shall carefully review the drawings and specifications and shall bring any inconsistency or error in the drawings and specifications to the attention of the Department in writing. To the extent that a competent Contractor could have identified any such inconsistency or error, such inconsistency or error shall not serve as the basis for a change order and the Contractor shall assume the risk of such inconsistency or error. The Project must be completed within one hundred twenty (120) calendar days from the date specified in the written Notice to Proceed (NTP).

B.2 Drawings and Specifications:

DGS Drawings and Specifications are physically attached herewith as Attachments A and B.

TABLE OF CONTENTS	
Plan No.	**Plan Name**
CS	COVER SHEET
	ARCHITECTURAL
SK-01	WINDOW DETAILS AND FIRST FLOOR PLAN
SK-02	WEST ELEVATION
	PLUMBING
SK-03	PARTIAL CELLAR FLOOR PLUMBING DEMOLITION
SK-04	PARTIAL CELLAR FLOOR PLUMBING PLAN
SK-05	PLUMBING DETAILS & ELEVATION
	ELECTRICAL
SK-06	PARTIAL CELLAR FLOOR ELECTRICAL PLAN

B.3 Construction Hours:

All work shall be performed during normal business hours (between 7:00 am and 5:00 pm) Monday through Friday, except otherwise allowed by District and authorities having jurisdiction.

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 Specifications 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 The Contractor shall cut, move, repair, or remove items as necessary to allow work to proceed. The removal of items shall include but not be limited to: abandoned piping, conduit, wiring, electrical devices, abandoned furnishings and equipment, rotten wood, rusted metals, and deteriorated concrete However, before any appurtenance removal, the work shall be coordinated with DGS Contracting Officer's Technical Representative (COTR).

B.4.6 The Contractor shall 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.4.7 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.4.8 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.4.9 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.4.10 The costs of any necessary security should be included in the Offeror's lump sum bid.

B.4.11 All equipment provided shall have a warranty period of one (1) year.

B.4.12 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.4.13 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, and schedule deliveries to minimize use of driveways and entrances.

B.4.14 The Contractor shall schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

B.4.15 The Contractor shall comply with the following:

B.4.15.1 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 Occupants continue 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.4.15.2 When the following must be interrupted, the Contractor shall provide alternate facilities acceptable to the COTR or schedule the interruption for a time when occupancy will not be impaired:

B.4.15.3 Emergency means of egress.

B.4.16 The Contractor shall not interrupt utilities serving facilities occupied by District or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

B.4.16.1 Notification to the District not less than seven (7) work days in advance of proposed utility interruptions; Contractor shall not proceed with utility interruptions without District's written permission.

B.4.16.2 The Contractor shall obtain required approvals from authorities having jurisdiction.

B.4.17 Smoking shall not be permitted within the building or within 25 feet of entrances, operable windows, perimeter fence, or outdoor-air intakes.

B.4.18 Use of tobacco products and other controlled substances shall not be permitted on the construction site.

B.4.19 The District may appoint other entities to manage the day-to-day activities for the execution of the Project.

B.5 Personnel:

The Contractor's personnel shall have the necessary experience and licenses to perform the required work.

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 COTR.

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 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. Applicable wage determination is attached hereto as **Attachment F**.

B.10 Apprenticeship Act:

The Apprenticeship Act shall apply to this contract and the Contractor and all of its trade subcontractors shall be required to comply with that act.

B.11 Time is of the Essence:

Time is of the essence with respect to the contract. The Project must be substantially complete within one hundred twenty (120) calendar days from the date specified in the written NTP. 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.

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, or 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 (SBE).
- Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership (RBO).
- Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business (LRB).
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise (LBE).
- 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 (DZE).
- Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise (DBE).
- Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise (VOB).
- Two (2) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise (LMBE).

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

C.2 SLDBE Participation:

C.2.1 This Request for Proposals (RFP) is designated for the **Set-Aside Market** with a 35% SBE Subcontracting Set-Aside for contracts over $250,000.00. 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. At least thirty five percent (35%) must be awarded to

entities that are certified as a Small Business Enterprises by the District of Columbia Local Business Opportunity Commission. 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. Offerors shall submit the Subcontracting Plan Form included as **Attachment I** with the Utilization Plan.

C.2.2 A list of Certified Business Enterprises can be found on the District of Columbia, Department of Small and Local Business Development website at http://dslbd.dc.gov/ DC/DSLBD, click on "Doing Business in the District", click on "Find CBE Certified Contractors."

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 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 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; and (v) submit monthly compliance reports to DOES by the 10th of each month.

SECTION D

EVALUATION AND AWARD CRITERIA

D.1 Selection Criteria:

Proposals will be evaluated in accordance with **Part D** of this RFP. The following evaluation criteria will be used:

- Relevant Experience and Capabilities (25 points)
- Key Personnel (15 points)
- Project Management Plan (15 Points)
- Preliminary Construction Schedule (10 points)
- LSDBE Compliance/Utilization (5 points)
- Price (30 points)

D.2 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.3 Evaluation Committee:

Each submission will be evaluated in accordance with this **Section D** 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 submissions are determined by the source selection official to be the most advantageous to the Department.

D.4 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.4.1 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 shall then respond to questions from the Department's Evaluation Committee for no more than 90 minutes.

D.4.2 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.4.3 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.4.4 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.5 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 whose proposal conforming to the solicitation is deemed most advantageous to the District.

D.6 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 Office 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

This section outlines specific information necessary for the proper organization and manner in which Offerors' Proposals shall 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 five (5) copies. The Offeror's submission shall be placed in a sealed envelope conspicuously marked: "Systemic Upgrades at the Ward 1 Senior Wellness Center".

E.2 Delivery or Mailing of Submissions:

Submissions shall be delivered or mailed to:

Department of General Services
Attn: Danyel Riley
Contract Specialist
2000 14th Street, NW 8th Floor
Washington, D.C. 20009
Phone: (202) 741-0941
Email: Danyel.Riley@dc.gov

E.3 Date and Time for Receiving Submissions:

Submissions shall be received no later than 2:00 pm local time on April 4, 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:

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 in two (2) separate volumes as follows:

E.5 TECHNICAL PROPOSAL SECTION – VOLUME I

E.5.1 Executive Summary

Each Offer shall provide a summary of no more than three (3) pages of the information contained in the following sections.

E.5.2 General Information and Firm(s) Data

Each Offeror shall provide the following information for the Contractor and each of its subcontractors.

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

B. Firm profile(s), including:

i. Age

ii. Firm history(ies)

iii. Firm size(s)

iv. Areas of specialty/concentration

v. Current firm workload(s) projected over the next year

vi. Provide a list of any contracts held by the Offeror where the contract was terminated (either for default or convenience). This list shall 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.

E.5.3 Disclosure Form

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

E.5.4 Relevant Experience and Capabilities

The Department desires to engage a Contractor with the experience necessary to realize the objectives set forth in **Section A** of this RFP. Offerors will be evaluated based on projects the Offeror has worked on as a general contractor in the last five (5) years. For purposes of this paragraph, similar shall mean: (i) construction projects involving plumbing specialty work similar in size and scope to this project; (ii) knowledge of, and access to, the local subcontracting market; and (iii) knowledge of the local regulatory agencies and Code Officials. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. **This element of the evaluation will be worth up to twenty five (25) points.**

A. The Offeror shall submit detailed descriptions of no more than three (3) 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:

- Project name and location;
- Name, address, contact person and telephone number for owner reference;
- Description of the work performed by the Offeror; including comparisons to the work of this solicitation and Offeror's role on the project;
- Time period of the construction;
- Identification of personnel involved in the selected project who are proposed to work on this project; and
- Award and final construction cost (provide actual figures for completed projects). Address items such as timeliness of completion of project and cost control; and whether the project was delivered on-time and on-budget.

E.5.5 Key Personnel

Offerors shall assign senior personnel to this Project who have experience in completing similar 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. Proposals should identify, at a minimum: (i) the Project Executive; (ii) the Field Superintendent and (iii) the Project Manager responsible for the Project. The Offeror shall provide resumes for the aforementioned key personnel. The availability and experience of the key individuals assigned to this project will be evaluated as part of this element.

Offerors shall 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.**

E.5.6 Project Management Plan

Offerors shall to submit a Project Management Plan. The Project Management Plan should clearly explain how the Offeror intends to manage and implement the Project. It should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the plan should: (i) identify the key personnel and their specific roles in managing the Project; (ii) identify the key milestone dates and provide a description of how these dates will be achieved; (iii) provide a skeletal schedule of the work and the phasing of construction; and (iv) describe the key challenges inherent in this Project and explain how they will be overcome or mitigated. **This element of the evaluation is worth up to fifteen (15) points.**

E.5.7 Preliminary Schedule

Offerors shall submit a Preliminary Schedule that shows the anticipated manner in which the Project will be constructed. The schedule should show sufficient level of detail so as to demonstrate the Offeror's understanding of the Project and the key issues related to the Project. **This element of the evaluation is worth up to ten (10) points.**

E.5.8 LSDBE Compliance/Utilization

The District desires the selected Contractor 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 shall submit a LSDBE Utilization Plan that proposes how it intends to meet this goal. **This element of the evaluation is worth up to five (5) points.**

E.6 PRICE PROPOSAL SECTION – VOLUME 2

E.6.1 Price

The Offeror shall submit the Form of Offer Letter in substantially the form of **Attachment C**. **This element of the evaluation is worth up to thirty (30) points.**

E.6.2 Tax Affidavit

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

E.6.3 Proposal Guaranty Certification

Each Offeror shall submit the Bid Guaranty Certification substantially in the form of **Attachment F**. See Section H for further instructions.

E.6.4 Proposal Bond Form

Each Offeror shall submit the Proposal Bond Form substantially in the form of **Attachment G**.

E.6.5 Subcontracting Plan Form

Each Offeror shall submit the Subcontracting Plan Form substantially in the form of **Attachment H**.

SECTION F

BIDDING PROCEDURES & PROTESTS

F.1 Contact Person:

For information regarding this RFP please contact:

Danyel Riley
Contract Specialist
Department of General Services
2000 14th Street, NW, 8th Floor
Washington, D.C. 20009
Phone: (202) 741-0941
Email: Danyel.Riley@dc.gov

Any written questions or inquiries shall be sent to Danyel Riley at the email address above.

F.2 Pre-Proposal Conference-Site Visit:

A pre-proposal conference and site visit will be held simultaneously on March 21, 2013 at 1:00 p.m. at the Ward 1 Senior Wellness Center located at 3531 Georgia Avenue NW Washington DC 20011. Interested Offerors are strongly encouraged to attend.

F.3 Explanations to Prospective Offerors:

Each Offeror shall 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 will 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 will not be binding.

Requests shall be directed to Danyel Riley at the email address listed in Section F.1 no later than the close of business on March 26, 2013. 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 (CCO) under §4732 and §4733. Claims shall be made in accordance with Title X of the 2010 Procurement Practices Reform Act.

F.5 Contract Award:

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

F.6 Retention of Submissions:

All submissions will be retained by the Department and therefore will not be returned to the Offerors. 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.

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:

F.8.1 Any submission or best and final offer received at the Department designated in this RFP after the exact time specified for receipt will not be considered.

F.8.2 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.

F.8.3 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.

F.8.4 Notwithstanding any other provisions of this RFP 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.

F.8.5 Submissions shall be irrevocable and remain in full force and effect for a period not less than one hundred twenty (120) days after receipt of submissions.

F.9 No Compensation for Preparation of Submissions:

The Department will 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:

F.10.1 To cancel this solicitation or reject all submissions.

F.10.2 To reject submissions that fail to prove the Offeror's responsibility.

F.10.3 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.

F.10.4 To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.

F.10.5 To take any other action within the applicable Procurement Regulations or law.

F.10.6 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.

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 insures 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 $2,000,000 per occurrence limits; $4,000,000 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 $5000,000 for policy disease limit.

G.1.6 Umbrella or Excess Liability Insurance: The Contractor shall provide umbrella or excess liability insurance as follows: $5,000,000 per occurrence, with the District of Columbia as additional insured.

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 of 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:

Diane B. Wooden
Manager of Construction Services
Department of General Services (DGS)
2000 14th Street, NW, 8th Floor
Washington, DC 20009
Telephone: (202) 671-2405
E-mail: Diane.Wooden@dc.gov

SECTION H

BONDS

H.1 Proposal Bond:

Offerors shall submit with their proposal, a proposal bond in the amount of **5% of the offer price** on the form included as **Attachment H**. 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 proposal 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 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 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.2 Contractor's Payment and Performance Bond:

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