

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



REQUEST FOR QUALIFICATIONS

ON-CALL CONSTRUCTION, REPAIR & REPLACEMENT (CRR) SERVICES

Solicitation Number: DCAM-20-CS-RFQ-0001

This solicitation is designated only for certified small business enterprise (“SBE”) contractors 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. ONLY contractors that are certified by the District of Columbia Department of Small and Local Business Development (“DSLBD”) as a SBE are eligible.

Date Issued: March 17, 2020

Project Information Meeting: April 3, 2020 at 10:00 AM
Department of General Services
Capitol Hill Conference Room
1250 U Street, NW, 4th Floor
Washington, DC 20009

Questions Due Date: April 9, 2020 at 2:00 PM

SOQ Delivery Location and Date: April 20, 2020 at 2:00 PM
Department of General Services
Attn: George G. Lewis c/o Ahmad Stanekzai
Associate Director,
Contracts & Procurement Division
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Executive Summary

The District of Columbia Department of General Services (“District”, “Department” or “DGS”) is issuing this Request for Qualifications (“RFQ”) to solicit Statements of Qualifications (“SOQs”) from those entities (“Offerors”) interested in performing on-call construction, repair and replacement services for various District of Columbia owned properties within the DGS construction portfolio and maintenance facility locations (“Project Locations”). As is more fully described below, such work may include, but is not limited to: electrical, mechanical and plumbing services; fire, life safety, health and food code updates; and other miscellaneous work as may be necessary. The contractor(s) selected under this procurement (collectively, the “Contractor(s)”) should be capable of handling all types of building repairs and upgrades, including, but not limited to, plumbing repairs, electrical repairs, carpentry, masonry, fire alarm repairs, etc. The contract work may also include, from time to time, small construction projects that need to be completed quickly; these would primarily be in response to emergency situations such as vandalism, structural failures, or other life safety issues. It is contemplated that the work required for the Project Locations will be further detailed and released through competitive Task Order Agreements issued pursuant to indefinite delivery/indefinite quantity (“IDIQ”) type contracts or Basic Ordering Agreements (“BOA(s)”), which will be awarded through this procurement.

The selected contractor(s) shall be responsible for completing construction work on an as-needed basis as may be requested by the Department. For the most part, the Department is looking for contractor(s) that have the infrastructure and resources to handle discrete small tasks in a time-sensitive environment.

An Offeror’s statement of qualifications (“SOQ”) must meet all requirements established by this RFQ and all Offerors must hold the applicable license requirements as determined by the District’s Department of Consumer and Regulatory Affairs (“DCRA”). Failure to meet an RFQ requirement may render an Offeror’s SOQ non-responsive while the extent to which an Offeror meets or exceeds evaluation criteria will be rated by the Department’s evaluation team (“Evaluation Team”) and be reflective of the Department’s Evaluation Team’s scoring of Offeror’s SOQ submission.

A.1. Project Delivery Method

A.1.1 The goal of this RFQ is to establish a roster of pre-qualified contractors that can quickly compete for on-call construction, maintenance and repair services projects as they arise.. Each such contractor will be required to enter into a Basic Ordering Agreement (“BOA”) that will set forth the general terms and conditions of the process as well as establish the method by which Task Order Agreements (“Task Order Agreement(s)”) for specific work will be competed and awarded. Offerors should note, however, that the BOA will not authorize any specific work or constitute a guarantee that any work will be assigned to a contractor. **All work will be awarded and released through individual project Task Order Agreements.**

A.1.2 The Form of the BOA (“Form of Contract”) is included here as **Attachment G**. Offerors should carefully review the Form of Contract when submitting their SOQ Submission.

Offerors should note, however, that the Form of Contract will not authorize any specific work or constitute a guarantee that any work will be assigned to a contractor. To the extent there are any inconsistencies between this RFQ and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their SOQ Submissions 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 SOQ Submission.

A.1.3 The term of the BOAs will be for a period of one (1) base year with an option to extend for four (4) additional one (1) year option periods.

A.1.4 Section B below provides more detail; however, work will be assigned as follows: As projects are identified and funded by the Department, a narrative scope of work will be drafted for each such project. Typically, the narrative scope of work will not include complete drawings, and as such, selected pre-qualified Contractors should be prepared to complete the work as further described in the applicable Request for Task Order Proposal (“RFTOP”). The narrative scope of work will be issued to three (3) or more of the contractors and each of those contractors will be provided with an opportunity to walk the project with the Department’s representatives in order to better understand and clarify the work. Each such contractor will then be required to submit a lump sum price, and/or such other type of compensation requested by the Department for the proposed work. The specific method of compensation will be specified in the RFTOP. The amount of time that contractors will be required to submit proposals under the RFTOP will depend on the specifics of each individual project. The Department will select the Contractor to be awarded each such project primarily based on price proposals submitted in response to RFTOPs, however the Department reserves the right to consider non-price factors when making such decisions and will also consider differences in scope and/or proposed finishes, equipment and materials. Awarded Task Orders will detail the award criteria for each project.

A.2.1 Contract Documents

As stated, the resulting contract(s) will be a BOA(s) included here as **Attachment G**. The DGS Standard Contract Provisions for Construction contracts and DGS Standard Contract Provisions for Architectural and Engineering services contracts, included here as **Attachment C**; and such other exhibits and attachments as are incorporated into the RFQ will also be included with the BOA (all such documents are referred to as “Contract Documents”).

A.2.2 Attachments

The following attachments are specifically made a part of, and incorporated into, this RFQ:

Attachment A	- Past Performance Evaluation Form
Attachment B	- Tax Affidavit
Attachment C	- DGS Standard Contract Provisions – Construction Contracts and DGS

	Standard Contract Provisions – Architectural and Engineering
Attachment D	- Bidder-Offendor Certification
Attachment E	- 2020 Living Wage Act Notice and Fact Sheet
Attachment F	- EEO Policy Statement
Attachment G	- Form of Contract (Basic Ordering Agreement)
Attachment H	- Conflict of Interest Disclosure Statement
Attachment I	- Notice to Proceed & Letter Contract

A.3 Contractor’s Compensation

The BOA shall merely set forth the basic parameters of the program and shall **not** constitute a guarantee that any work shall be forthcoming. **All work will be authorized and released by project specific Task Order Agreements.** Typically, the narrative scope of work will not include complete drawings, and as such, contractors should be prepared to complete the work as further described in the Request for Task Order Proposal (“RFTOP”) issued for each project. The narrative scope of work will be issued to three (3) or more of the Contractors and each of those Contractors will be provided with an opportunity to walk the project with the Department’s representatives in order to better understand and clarify the work. Each such Contractor will then be required to submit a lump sum price, and/or such other type of compensation requested by the Department to fully complete the proposed work. The specific method of compensation will be specified in the RFTOP. As such and absent specific instructions to the contrary, proposed Task Order pricing shall be “all inclusive” and should include sufficient funding to cover all of the Contractor’s costs necessary to complete the particular project, including, but not limited to, profit, home and field office overhead, supervision, labor, materials, equipment, bonds, insurance and such professional services as may be required to complete the design and obtain the necessary permits.

A.4 Limitations

- A.4.1 **Minimum Order:** The minimum order for the awardees will be in an amount of **\$50.00** during the base year and each option year period.
- A.4.2 **Maximum Order:** The maximum aggregate value of all Task Order Agreements issued to a single Contractor shall not exceed **\$5,000,000.00** per base year and each option year pursuant to the BOA.

A.5 Selection Criteria

SOQ Submissions will be evaluated in accordance with **Part D** of this RFQ. The following evaluation criteria will be used:

- i. Past Performance, Experience & References (25 points)
- ii. Key Personnel (25 points)
- iii. Project Management Plan (25 Points)
- iv. Capacity (25 points)

- v. Certified Business Enterprise Preference 0points (Up to 12 points)

SECTION B SCOPE OF WORK

B.1 Contractor's Scope of Work. As authorized via competitively awarded Task Order Agreements, the selected, pre-qualified Contractors shall perform on-call construction, repair and replacement services for various District of Columbia owned properties within the DGS construction portfolio and maintenance facility locations ("Project Locations"). Such work may include, but is not limited to: electrical, mechanical and plumbing services; concrete and masonry services; painting services; fire, life safety, health and food code updates; and other miscellaneous work as may be necessary and shall be performed on an as directed/as needed basis and must be completed by the substantial completion dates specified in each competitively bid Task Order Agreement. These services will generally include a range of general construction and facility maintenance projects for such Project Locations (which include schools; parks and recreation facilities; municipal buildings; fire and police stations; short-term family housing; tenant fit-out type work; small park/playground work; pools; and any other public locations). The contract work may also include, from time to time, small construction projects that need to be completed quickly; these would primarily be in response to emergency situations such as vandalism, structural failures, or other life safety issues.

Sample project types, include, but not limited to those listed below. The actual scope of work for each project will be detailed in the applicable RFTOP and identified in each awarded Task Order:

	Sample Project Types
a.	Emergency Repairs (small, medium and large size)
b.	Facility Maintenance
c.	Electrical Services
d.	Plumbing Services
e.	Carpentry Services
f.	Painting Services
g.	Concrete and Masonry Services
h.	Structural Failures

B.1.1 Program Manager and Project Manager. The Department shall assign a Program Manager and Project Manager (each, a "PM") to oversee the Contractor's work under any Task Order Agreement. The name and contact information for the assigned PMs will be specified in the applicable Task Order Agreement. The Contractor shall take direction from, and coordinate its work with, the assigned PMs. The Contractor will be required to develop work plans that are coordinated with, and acceptable to, the PMs assigned to each project. **The Contractor acknowledges, however, that the Program Manager and Project Manager shall not be authorized to modify any of the rights or obligations of the Department or the Contractor pursuant to the BOA, or to issue Task Order Agreements, Change Orders, Contract Modifications or Change Directives. The Contractor hereby acknowledges and agrees that only a duly authorized contracting officer of the Department shall have the authority to issue Task Order Agreements, Change Orders, Contract Modifications or Change Directives on the Department's behalf.**

B.1.2 Central Office. During the Term of the BOA, the Contractor shall maintain a central office that is staffed between the hours of 7am – 5pm Monday through Friday. This office will be used to manage work associated with the BOA. A separate office does not to be established, and it is acceptable if the Contractor elects to manage its staff assigned to projects from its current office. The office should be equipped with telephone lines, a fax machine, email, access to the internet and such other equipment and supplies as are necessary to fulfill the work required under the BOA.

B.1.3 Working Hours. The Contractor shall be required to coordinate with the assigned Program Manager each individual project awarded via Task Order Agreement. The work may be performed during normal business hours; however, the Contractor may be required to work after hours or on weekend and holidays so as to not adversely impact the work of the District of Columbia employees/and or Contractors. Normal business hours shall be between 7am and 6pm, with exception given to DCPS sites which are between 3:30 pm and 8 pm to accommodate school programming. The Contractor shall be required to develop work plans that are coordinated with, and acceptable to, the Program Manager.

B.2 Competitive Bidding.

B.2.1 For each project identified and funded by the Department to be competed among selected pre-qualified Contractors that entered into a BOA pursuant to the RFQ, the Department will develop a scope of work and solicit competitive proposals from the Contractor's via RFTOPs. The scope of work will be issued to three (3) or more of the Contractors, and in most cases, each of those Contractors will be provided with an opportunity to walk the project with the Department's representatives in order to better understand and clarify the work.

B.2.2 The Department contemplates that the scopes of work that will be issued to contractors during the bidding phase will not include complete drawings. The parties acknowledge and agree that contractors may be required to complete work on a design-build or design-assist basis or any such other method as described in the RFTOPs.

B.2.3 Each Contractor will be required to submit, within the time allotted by the Department in the RFTOP, a lump sum price or such other pricing as may be requested by the Department for the proposed work (such price, "Task Order Price"). Absent specific instructions to the contrary, proposed Task Order pricing should be "all inclusive" and should include sufficient funding to cover all of the Contractor's costs necessary to complete the project, including, but not limited to, profit, home and field office overhead, supervision, labor, materials, equipment, bonds, insurance and such any other professional services as may be required to complete the design, other type of work or to obtain the necessary permits. **The Contractor shall be responsible for using the then-current Davis-Bacon wage determination and/or Service Contract Act wages (as applicable) when developing its pricing for any given project.**

B.2.4 The Department will select the Contractor to be awarded each such project primarily based on price, but the Department reserves the right to consider non-price factors when making such

decisions and will also consider differences in scope and/or proposed finishes, equipment and materials. Task Order Agreements will detail the award criteria for the project.

B.2.5 In the event the Contractor is selected for a project, the Contractor shall enter into a Task Order. The Contractor shall not proceed with any work unless and until such Task Order is fully executed by the Department and the Contractor is directed to begin work. Before the Department executes Task Order Agreement, the contractors are required to resolve any clean hand compliance matters with relevant authorities including, but not limited, to the Office of Tax and Revenue (“OTR”) office.

B.3 Task Order Agreements. Any and all work performed under the BOA or any Task Order Agreement issued pursuant hereto shall be governed by the terms and conditions set forth in the BOA. It is contemplated that individual Task Order Agreements shall, in general, contain the following information: (i) a description of the scope of work included in such Task Order Agreement; (ii) a lump sum price and/or such other terms of compensation for the work included in the Task Order Agreement’s scope of work; (iii) the Substantial Completion Date for the Task Order Agreement’s scope of work and/or such other schedule requirements for Task Order Agreement; (iv) liquidated damages; (v) name and contact information for the assigned PM; and (vi) any other specific requirements of the scope of work. The Task Order Agreement shall also set forth a general description and requirements of the given project (such description and requirements, the “**Project**”).

B.4 Term of the BOA. The BOA shall be effective from the date of execution by both parties through one year from such date (such time period, the “**Term**”). Any and all work assigned to the Contractor pursuant to a Task Order Agreement issued pursuant to the BOA must be completed within the Term of the BOA, and no later than the Substantial Completion Date identified in the individual Task Order Agreement.

B.5 Option Year. The Department shall have the right to extend the Term of the BOA to four (4) one-year option periods (each such period, an “Option Year”), the first of which would begin on the date that the base year Term expires; and the second of which would begin on the date that Option Year 001 expires and end one year from the date that Option Year 001 expires. In the event the Department desires to extend the Term of the BOA pursuant to this Section B.5, the Department shall give the Contractor written notice of such election at least thirty (30) days prior to the beginning of the applicable Option Year.

B.6 Standard Task Order Provisions. Unless otherwise expressly stated in a Task Order, all of the provisions of the BOA shall be deemed incorporated into the Task Order as if set forth therein.

B.7 Minimum Value of BOA. The minimum value of services for each base year and subsequent Option Year is Fifty Dollars (\$50).

B.8 Not-to-Exceed Maximum Value of BOA. The maximum aggregate value of services for the base year and each subsequent Option Year is Five Million Dollars (**\$5,000,000.00**) (the “NTE Amount”). It is understood that the Contractor is not authorized to proceed with any work based

solely on the BOA. Any and all work performed under the BOA shall be authorized by a written Task Order. In no event shall the Contractor be entitled to recover in the aggregate, pursuant to the BOA and any and all Task Orders issued pursuant hereto, more than the NTE Amount.

B.9 Preconstruction Activities

Prior to mobilizing to the Project site and commencing work, the Contractor shall be required to complete those activities set forth in this **Section B.9**. Unless a delay in completing the preconstruction activities is the result of a delay by the Department or the Program Manager beyond the timeframes set forth herein or an event of force majeure, delays in completing the preconstruction activities shall not be considered excusable and shall not justify an extension of the substantial completion date or for further compensation.

B.9.1 Detailed Schedule. Within seven (7) days of the issuance of a Notice to proceed for any awarded Task Order Agreement, the Contractor shall submit to the Department for its approval a schedule for the Project. Such schedule shall include a schedule for submittals and key milestones that is reasonably acceptable to the Program Manager. The Program Manager shall have five (5) business days to review such submittal.

B.9.2 Potential Subcontractors and Suppliers. Within the timeframe specified in each Task Order, and after the issuance of a Task Order, the Contractor shall furnish to the Department and its Program Manager a list of the subcontractors and suppliers that will work on an individual project as well as a general description of each such subcontractor's scope of work. Within five (5) business days after such list is submitted, the Program Manager shall advise the Contractor if it has any objection to any of the listed subcontractors or suppliers. In the event the Program Manager has a reasonable objection to any such subcontractor or supplier; the Parties shall discuss such objection and agree on an appropriate course of action.

B.9.3 Design Services. Prior to providing its bid for any Task Order, the Contractor had an opportunity to review and ask questions regarding the scope of work for the Task Order and to ascertain what design services, if any, were necessary in order to complete the Project and has included in its price the costs of any necessary design services, and the Contractor shall be required to provide, at no additional cost to the Department, such design services as are necessary to implement the Project. The Contractor and the Project Manager shall agree upon the exact design services to be required prior to the commencing of construction.

B.9.4 Safety Plan. Prior to the start of construction activities, the Contractor shall prepare a safety plan for the construction phase conforming to OSHA 29 CFR 1926 (such plan, the "**Safety Plan**"). The Safety Plan shall be submitted to the Department, and the Contractor shall incorporate such comments as the Department may reasonably request.

B.9.4.1 Safety Barriers/Fences. As part of its responsibility for Project safety, the Contractor shall install such fences and barriers as may be necessary. The Contractor shall develop a plan that describes the proposed separation and the specific nature of the fences and barriers that will be used. This plan will be submitted to the Department for its review and approval prior to the

commencement of construction. Once such plan has been approved, the Contractor shall comply with it at all times during construction. The Contractor shall be required to revise the plan as may be reasonably requested by the Department. The cost of revising and complying with the plan shall not entitle the Contractor to an increase in the Task Order Price.

B.9.4.2 Site Security. The Contractor shall be responsible for site security and shall be required to provide such watchman as are necessary to protect the site from unwanted intrusion.

B.9.4.3 Exculpation. The right of the Department to comment on the Safety Plan and the nature and location of the required fences and barriers shall in no way absolve the Contractor from the obligation to maintain a safe site.

B.9.5 Site Logistics Plan. Prior to the start of construction activities, the Contractor shall prepare a Site Logistics Plan. The Site Logistics Plan shall address: (i) the manner in which the Contractor intends to organize the site; (ii) the location and description of site fences and other safety barricades intended to prevent the public from entering the site; (iii) the location of construction entrances and wheel washing stations; and (iv) parking restrictions and procedures that will apply to the employees of Contractor and its subcontractors.

B.9.6 Quality Plan. Prior to the start of construction activities, the Contractor shall prepare a Quality Plan. The Quality Plan shall address: (i) the processes employed by the Contractor to ensure quality assurance; (ii) to determine how items are checked for quality and which items need to be checked; (iii) list the specific quality materials used during the project including standards, guidelines, checklist, templates, procedures, user guides and processes; and how the Contractor will handle defective items.

B.9.7 Design Reviews/Submittals. On or before the dates specified in the approved detailed schedule, the Contractor shall submit the necessary information (i.e. shop drawings, submittals, sketches, etc.) to the Program Manager for his review and approval. Unless a different timeframe is established in the approved detailed schedule, the Program Manager shall have five (5) business days to review such documents. In the event the Program Manager finds such documents to be unacceptable, the Contractor shall be required to revise and resubmit such documents. The Contractor shall not commence construction activities unless and until such documents have been approved by the Program Manager. Any delays that result from design resubmissions shall be considered Non-Excusable.

In addition, the Contractor shall coordinate with the Department's Program Manager and the Department's architect/engineer with respect to requests for information (RFIs), architect's supplemental instructions and other construction administration, as well as the District Historic Preservation Review Board (as required).

B.9.8 Permits. Unless otherwise specified in the Task Order Agreement, it is understood that the Contractor shall be required to secure and pay for any and all permits, governmental fees, licenses and inspections necessary for the execution and completion of the work. The Department shall cooperate with the Contractor in securing such permits, licenses and inspections; provided

however, the Department shall not be required to pay the fees for such permits, licenses and inspections unless otherwise noted in the Task Order.

B.9.9 Coordination with DGS. The Contractor will be required to coordinate with the assigned Program Manager for each individual project. Unless specified otherwise in the Task Order, the work will generally be performed during normal business hours; however, the Contractor may be required to work after hours or on weekend and holidays as to not adversely impact the work of the District of Columbia employees/and or Contractors. The Contractor will be required to develop work plans that are coordinated with, and acceptable to, the Program Manager assigned to the task order.

B.10 Construction Phase. The Construction Phase shall commence when the Department issues a written Notice to Proceed for Construction. The Contractor shall construct the work described on the Construction Documents including any work that is not specifically shown thereon but is reasonably inferable therefrom or necessary for a fully functioning Project. The work shall be carried out in a workmanlike and timely fashion. All materials and equipment to be incorporated into the Project shall be new and previously unused, unless otherwise specified, and shall be free of manufacturing or other defects. The Contractor hereby assumes the risks associated with and shall be responsible for (i) any changes in market conditions that affect the cost of labor or materials; (ii) coordination issues between any drawings for the Project; (iii) elements of work not shown on the drawings, but which are reasonably inferable from the drawings; (iv) cost associated with acceleration of the work and expediting of materials necessary to meet the Project Schedule which are the result of anything other than an Excusable Delay; and (v) the risk of subcontractor default.

B.10.1 A. Coordination with DGS. The Contractor will be required to coordinate with the assigned Program Manager for each individual project. The work may be performed during normal business hours; however, the Contractor may be required to work after hours or on weekend and holidays as to not adversely impact the work of District Government employees/and or Contractors. The Contractor will be required to develop work plans that are coordinated with, and acceptable to, the PM assigned to the Task Order

B.10.1 B. Supervision & Coordination. The Contractor will be required to properly supervise and coordinate its work. At a minimum, it is envisioned that the Contractor will be required to undertake the following tasks:

1. Participate and assist in Project/Planning meetings;
2. Maintain full-time on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log;
3. Coordinate work with any on-site personnel so as to ensure that their activities are not adversely affected;
4. Conduct periodic progress meetings following a Contractor generated agenda with the Program Manager;

5. 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;
6. Obtain all job permits and approvals from the Department of Consumer and Regulatory Affairs that are required to perform and complete the work, unless otherwise noted herein;
7. Prepare payment requests, verify accuracy and forward to Department for approval and payment;
8. Assemble close-out documents required;
9. Provide assistance to the Department through all applicable warranty periods.
10. Coordinate its work with all third parties so as not to delay the critical path of the Project; and
11. Prepare and submit to the Department construction meeting minutes, progress meeting minutes, daily logs, inspection reports, preliminary and baseline schedules, (Primavera format) and schedule updates demonstrating the critical path of the Project (Primavera format).

B.10.2 CBE Subcontractors. The Contractor shall not substitute or replace any subcontractor or supplier certified by the DSLBD without the Department's prior written consent.

B.10.3 Site Observations. The Contractor will be required to visit the site, become familiar with local conditions under which the work is to be performed and correlate personal observations with requirements of the Construction Documents as provided for projects solicited under the RFTOPs. The Contractor shall carefully study and compare the Construction Documents with each other and with information furnished by the Department. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Construction Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Department. Once work is started, the Contractor assumes the responsibility and costs for the work and the cost of correcting work previously installed.

B.10.4 Warranty of the Construction Work. The Contractor warrants to the Department that materials and equipment furnished under the Task Order will be of good quality and new unless otherwise expressly permitted in writing, that for the one (1) year period following the Substantial Completion Date the construction work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the Construction Documents and/or any approved design documents. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. The Contractor and a representative of the Department shall walk the Project together eleven (11) months after the Substantial Completion Date to identify any necessary warranty work. In the event the Contractor fails to schedule such a walk, the Warranty period shall be extended until such time as the Contractor schedules such a walk.

B.10.5 Extent of Responsibility and Site Conditions. The Contractor shall be entitled to submit a change request for differing site conditions only to the extent that such conditions could not have

been discovered by a competent visual inspection of the site and are of unusual nature and differ materially from those ordinarily encountered and generally recognized as inhering to work of the character provided for in the Contract (such circumstances, “**Differing Site Conditions**”). The term Differing Site Conditions shall mean subsurface conditions on or adjacent to the Project site which differ materially from those indicated in the geotechnical reports prepared by the Contractor. The term Differing Site Conditions shall also include unknown physical conditions at the site of an unusual nature which differ materially from those ordinarily encountered and generally recognized as inhering to work of the character provided for in this Contract. Prior to commencing construction, the Contractor shall be required to conduct a thorough review of the Project site and the surrounding area and shall document its findings. In the event the Contractor fails to undertake and document such a thorough review, the Contractor shall be deemed to have known of those conditions which a thorough review would have detected. Any Change Request related to Differing Site Conditions shall be made pursuant to the Standard Contract Provisions.

B.10.6 Unsafe Materials and Hazardous Materials

B.10.6.1 The Contractor shall not bring, spill or release onto the site asbestos, PCBs, or any other Hazardous Material that is not customarily used in a facility of the type and similar to the Project, and shall bring to the Department’s attention any specification of such Hazardous Materials in the design documents. If the Contractor believes that anything in the Task Order would require that it use or bring onto the site asbestos, PCBs, or any Hazardous Material that is not customarily used in a facility of the type and similar to the Project, it shall immediately inform the Department and seek direction before proceeding.

B.10.6.2 If Hazardous Materials are discovered on the site, the Contractor shall immediately inform the Program Manager and the Department of such discovery. The Contractor shall be entitled to submit a Change Request in accordance with the Standard Contract Provisions for any Hazardous Materials abatement and disposal work. The Contractor shall comply with all laws, including, without limitation, the requirements of the EPA and all jurisdictional agencies as well as all laws relating to safety, health welfare, and protection of the environment, in removing, treating, encapsulating, passivating, and/or disposing of Hazardous Materials, including, but not limited to, removal, treatment, encapsulation, passivation, and/or disposal of the Hazardous Materials. If any notices to governmental authorities are required, the Contractor shall also give those notices at the appropriate times. **The Contractor shall ensure abatement subcontractors and disposal sites are appropriately licensed and qualified.**

B.10.6.3 The Contractor shall keep detailed records documenting Work done so that the Department may independently verify compliance with all laws, the number of units actually removed, treated, and/or disposed of, and the appropriate unit price(s) applicable to the work.

B.10.7 Progress Meetings. The Contractor shall schedule and conduct at a minimum bi-weekly progress meetings at which the Department, the Program Manager, the Contractor and appropriate subcontractors can discuss the status of the Work. The Contractor shall prepare and promptly distribute meeting minutes.

B.10.8 Written Reports. The Contractor shall provide written reports to the Program Manager on the progress of the entire Work in accordance at least every other week, including, but not limited to, a baseline schedule and schedule updates with narrative demonstrating the critical path of the Project in Primavera format. The Contractor shall also maintain a daily log containing a record of weather, subcontractors working on the site, number of workers, major equipment on the site, work accomplished, problems encountered and other similar relevant data as the Department may reasonably require. The log shall be available to the Department, the architect/engineer and the Project Manager and/or the Program Manager and on a monthly basis a copy of the log shall be submitted to the Department.

B.10.9 Work by Separate Contractors. The Department reserves the right to perform construction or operations related to the Project with the Department's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site.

B.10.10 Project Site Safety. The Contractor will be required to ensure that its work is conducted in a safe manner and that appropriate barricades and other safety procedures are employed to ensure the safety of District of Columbia employees, contractor and/or visitors. All such barricades and safety procedures shall be subject to the approval of the Department and its Program Manager.

B.10.11 Close-Out and Training. Contractor shall also provide the Department with a complete set of its Project files, including, but not limited to, shop drawings, product manuals, warranties, etc., prepared by the Contractor or its subcontractors along with any other documentation that may reasonably be requested by the Department or its Program Manager and/or Project Manager, at close out so as to assist the Department in operating the building. In addition, if the Project includes work on heating or cooling systems, at the beginning of the first heating and cooling season following turnover of the Project, the Contractor shall be available to assist with, and train the building engineers and staff in the start-up of the building systems for the new weather cycle.

B.10.12 Salvaged and Stored Items. The Contractor shall be responsible for salvaging and storing all items as identified by the Department in accordance with all applicable District laws and regulations, after notifying the Department and receiving the Department's permission to proceed.

B.10.13 Cutting and Patching. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Department or separate contractors by cutting, patching or otherwise altering such construction, or by excavation.

B.10.14 Correction of Work

B.10.14.1 The Department shall be at liberty to object and to require the Contractor to remove forthwith from the Project site and the work and to promptly replace the superintendent, any foreman, technical assistant, laborer, agent, representative, or other person used by the Contractor in or about the execution or maintenance of the Work, who in the sole opinion of the Department is misconducting himself or herself, or is incompetent or negligent in the proper performance of his or her duties, or whose performance in the work is otherwise considered by the Department to be undesirable or unsatisfactory, and such person shall not be again employed upon the Project without the written permission of the Department.

B.10.14.2 The Contractor shall promptly correct work rejected by Department for failing to conform to the requirements of the Construction Documents or any approved design document or applicable law or regulations whether observed before or after the Project's completion and whether or not fabricated, installed or completed, and shall correct any work found to be not in accordance with the requirements within a period of one (1) year from the date of Final Completion or by terms of an applicable special warranty required by the Task Order.

B.10.14.3 If during the guarantee or warranty period, any material, equipment or system requires corrective work because of defects in materials or workmanship, the Contractor shall commence corrective work within forty-eight (48) hours after receiving the notice and work diligently until corrective work is completed; provided, however, if such notice is received on the day before a weekend or a holiday, the Contractor will commence corrective work on the next business day. If the Contractor does not, in accordance with the terms and provisions of the Contract Documents, commence all corrective work within forty-eight (48) hours or if the Contractor commences such work but does not pursue it in an expeditious manner, Department may either notify the bonding company (if any) to have such work and/or obligations performed at no additional cost to Department or may perform such Work and/or obligations and charge the costs thereof to Contractor.

B.10.15 Manufacturers' Warranties

B.10.15.1 The Contractor warrants that all manufacturers' or other warranties on all labor, materials and equipment furnished by the Contractor or a Subcontractor or supplier shall run directly to or will be specifically assigned to Department on demand or upon Project completion without demand. In the event any issue or defect which would be covered by any warranty arises but is not addressed by the grantor of the warranty, the Contractor shall be required to act as the guarantor of the obligations under the warranty and to perform under the terms of the warranty.

B.10.15.2 The Contractor warrants that the installation of all materials and equipment shall be in strict accordance with the manufacturers' requirements or specifications.

B.10.16 Schedule Update. The Contractor shall submit bi-weekly schedule updates which shall reflect actual conditions of Project progress as of the date of the update. The update shall reflect the actual progress of construction, identify developing delays, regardless of their cause, and

reflect the Contractor's best projection of the actual date by which Substantial Completion and Final Completion of the Project will be achieved. Via a narrative statement (not merely a critical path method schedule), the Contractor shall identify the causes of any potential delay and state what, in the Contractor's judgment, must be done to avoid or reduce that delay. The Contractor shall point out, in its narrative, changes that have occurred since the last update, including those related to major changes in the scope of work, activities modified since the last update, revised projections of durations, progress and completion, revisions to the schedule logic or assumptions, and other relevant changes. Any significant variance from the previous schedule or update shall also be identified in a narrative, together with the reasons for the variance and its impact on Project completion. All schedule updates shall be in Primavera 6 format. The Department may make reasonable requests during the Project for changes to the format or for further explanation of information provided. Submission of updates showing that Substantial Completion or Final Completion of the Project will be achieved later than the applicable scheduled completion date shall not constitute requests for extension of time and shall not operate to change the scheduled completion date. The Department's receipt of, and lack of objection to, any schedule update showing Substantial Completion or Final Completion later than the dates agreed upon in the Project Schedule shall not be regarded as the Department's agreement that the Contractor may have an extension of time, or as a waiver of any of the Department's rights, but merely as the Contractor's representation that, as a matter of fact, Substantial Completion or Final Completion of the Project may not be completed by the agreed upon date in the Project Schedule. Changes to the scheduled completion dates may be made only in the circumstances and only by the methods set forth in the Task Order.

B.10.17 Acceleration. Subject to the terms of this Section, the Department shall have the right to direct the Contractor to accelerate the work if, in the reasonable judgment of Department, the Contractor fails to: (i) supply a sufficiency of workers or to deliver the materials or equipment with such promptness as to prevent the delay in the progress of the work; or (ii) the progress of the work materially falls behind the projections contained in the then currently approved Project Schedule. In the event that the Department or its Program Manager determine that either of the events specified in the preceding sentence have occurred, the Department shall provide the Contractor with written notice of such event and the Contractor shall be required to provide the Department with a corrective action plan that is reasonably designed to address the concerns raised in such notice within three (3) days after receipt of such notice. If the Department and the Contractor are unable to agree on the terms of such corrective action plan within five (5) calendar days after the issuance of the notice (i.e. with forty eight (48) hours after the receipt of the proposed corrective action plan), the Department shall have the right to direct such acceleration as the Department, in its reasonable judgment, deems necessary. Provided the notice provisions of this Section are complied with, the cost of any acceleration directed under this Section shall not justify an adjustment to the Task Order Price or the Substantial Completion Date. The Contractor hereby acknowledges that this provision is a material inducement upon which the Department has relied in entering into the Contract; and represents and warrants that it has included sufficient funding in its Task Order Price in order to comply with the requirements of this Section.

B.11 Substantial Completion Date. The Contractor shall substantially complete a Project no later than the date identified in the Task Order. For purposes of this requirement, the term

“Substantially Complete” shall mean that all of the following have occurred: (1) the work has been completed with only minor punch list items remaining to be completed; (2) any and all required permits or approvals related to the work have been obtained; (3) all operating and maintenance manuals, training videotapes and warranties required by the Contract have been delivered to the Department; (4) any supplemental training session required by the Contract for operating or maintenance personnel have been completed; (5) all clean-up required by the Contract has been completed; and (6) the Project is ready for the Department to use it for its intended purpose. **“Minor punch list items”** are defined for this purpose as items that, in the aggregate, can be completed within thirty (30) days without interfering with the Department’s normal use of the Project. Final Completion shall mean the point at which Substantial Completion has been achieved, all punch list items noted at Substantial Completion have been completed and all documents the Contractor is required to deliver to the Department as a condition to receiving final payment have been received. Work is defined as the construction and services required by the Contract, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project. Final Completion Date is 30 days from the Substantial Completion Date or as defined in each individual Task Order.

B.12 Administrative Matters

B.12.1 Use of Department’s Electronic Project Management Information System (PMIS).

Awarded Contractor shall utilize the Department’s PMIS to create, manage and/or submit any and all documentation required to be provided by the vendor during the course of the Project, including, but not limited to: (i) requests for information; (ii) submittals; (iii) potential change orders; (iv) meeting minutes; (v) pencil copy invoices; (vi) drawings and specifications; (vii) punchlist; and (viii) other documents as may be designated by the Department.

B.12.2 Invoice Submittal. The Contractor shall create and submit payment requests in an electronic format through the District Vendor Portal, <https://vendorportal.dc.gov>. The Contractor shall submit proper invoices on a monthly basis. To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor’s profile.

B.13 Liquidated Damages. If the Contractor fails to achieve Substantial Completion by the Substantial Completion Date, the Parties acknowledge and agree that the actual damage to the Department for the delay will be impossible to determine, and in lieu thereof, the Contractor shall pay to the Department, as fixed, and liquidated delay damages in the amount specified in the Task Order for failure to meet the Substantial Completion Date. The Contractor and the Department agree that the liquidated damages do not constitute, and shall not be deemed, a penalty but represent a reasonable approximation of the damages to the Department associated with a delay in the Project. In the event the Contractor fails to meet the Substantial Completion Date as defined in each individual Task Order, the Contractor consents to a termination for default.

B.14 Compensation. The Contractor shall be paid its compensation in a series of progress payments and a final payment. Progress payments shall be based on a Schedule of Values that is

agreed upon by the Parties as well as the Project Manager and/or the Program Manager's good faith estimate of the level of completion for each component of the Schedule of Values. Contractor shall prepare the Schedule of Values which breaks down the Task Order Price for the various parts of the Work. The Schedule of Values shall be maintained in such a manner to provide a breakdown of the Task Order Price in enough detail to facilitate continued evaluation of applications for payment and progress reports. Large subcontracts shall be broken into several line items where, in the opinion of the Project Manager and/or the Program Manager, such detail is necessary to properly track the progress of the Work. The proposed schedule of values shall also include separate line items for each part of the Work if so required by the Project Manager and/or the Program Manager. The Contractor and the Project Manager and/or the Program Manager shall meet as necessary to maintain the schedule of values for the Project in a manner acceptable to the Project Manager and/or the Program Manager. No progress payments shall be made unless the then current Schedule of Values is acceptable to the Project Manager and/or the Program Manager.

B.15 Key Personnel

The Offeror's personnel should have the necessary experience and licenses to perform the required work. Toward that end, Offerors should include within its Proposal a description of the staff available to perform this work and their qualifications.

The Contractor will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement. When submitting a proposal in response to a RFTOP, generally, this should include: (i) the key Project Manager(s) who will supervise the work, (ii) the Assistant Project Manager; and (iii) the Field Superintendents who will oversee the work in the field. . Specific personnel for each project would be specified in the RFTOP. To carry out the work associated with the resulting Task Order, the Contractor shall provide at least the key personnel identified in its proposal which shall be included as an exhibit to the Task Order, and indicate the function(s) each will carry out for the proposed project and indicate what percentage of each such persons time will be devoted to the Task Order project. Absent death or disability, the (i) the key Project Manager(s) who will supervise the work, (ii) the Assistant Project Manager; and (iii) the Field Superintendents who will oversee the work in the field will not be allowed to reassign any of its key personnel without the Department's prior written approval.

B.16 Risks Assumed by Contractor

By submitting a proposal for any project, the Contractor shall be deemed to have thoroughly examined the terms of the RFTOP, the Drawings and Specifications that may be included with the RFTOP, and shall constitute its acknowledgement that it has been provided with an opportunity to visit the Project site and that such Offeror has had the opportunity to become familiar with local conditions under which the work is to be performed. Further, in submitting any such bid, the Contractor shall be deemed to represent that it has satisfied itself that it can undertake the work for the stated cost. Among other things, by submitting a proposal, the Contractor assumes the following risks: (1) the nature of the land and subsoil unless such conditions constitute a Differing Site Condition under Article 4.A of the Standard Contract Provisions for Construction Contracts;

(2) the form and nature of the site and surrounding areas; (3) details and levels of existing pipe lines, conduits, sewers, drains, cables or other existing services; (4) the quantities, nature and availability of the materials, tools, equipment and labor necessary for the completion of the work; (5) the means of access to the site and any accommodation that may be required; (6) uncertainties of weather and physical conditions at the site; and in general to have itself obtained all necessary information as to risk contingencies, climatic, hydrological and natural conditions and other circumstances which may influence or affect his performance of the work.

SECTION C ECONOMIC INCLUSION AND COMPLIANCE

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

General: Pursuant to D.C. Official Code § 2-218.43, in evaluating bids or proposals, the Department shall award preferences as follows:

- (A) Three points for a small business enterprise;
- (B) Five points for a resident-owned business;
- (C) Five points for a longtime resident business;
- (D) Two points for a local business enterprise;
- (E) Two points for a local business enterprise with its principal office located in an enterprise zone;
- (F) Two points for a disadvantaged business enterprise;
- (G) Two points for a veteran-owned business enterprise; and
- (H) Two points for a local manufacturing 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 preference of more than 12 points or a reduction in price of more than 12 percent.

C.1.2 Reserved

C.1.3 Verification of Contractor's Certification as a Certified Business Enterprise

Any Contractor seeking to receive preferences on this RFQ must be certified at the time of submission of its proposal. The CO shall verify the Contractor's certification with DSLBD, and the Contractor should not submit with its proposal any additional Documentation regarding its certification as a certified business enterprise.

- (a) Any vendor seeking certification in order to receive preferences under this RFQ should contact the:
Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 850N
Washington DC 20001
dslbd@dc.gov
- (b) All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

C.2 Subcontracting Plan

An Offeror responding to this RFQ which is obligated to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Offeror's responding to this RFQ shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law.

C.3 Mandatory Subcontracting Requirements

- a) Unless the Director of DSLBD has approved a waiver in writing in accordance with D.C. Official Code § 2-218.51, for all contracts in excess of \$250,000, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to SBEs.
- b) If there are insufficient SBEs to completely fulfill the requirement of paragraph (a) of this **Section C.3** above, then the subcontracting may be satisfied by subcontracting (35%) of the dollar volume to any qualified 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 paragraphs (a) and (b) above of this **Section C.3**.
- d) Except as provided in paragraphs (e) and (g) below of this **Section C.3**, a Prime Contractor that is a CBE and has been granted a proposal 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, (35%) 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 an offer 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, (35%) 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 an offer 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 one (\$1) million dollars or less.

C.4. Subcontracting Plan Requirements

If the Prime Contractor is required by law to subcontract under the contract, it must submit a subcontracting plan for at least (35%) of the dollar volume of the contract in accordance with D.C. Official Code § 2-218.46. The subcontracting plan shall be submitted as part of the proposal 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 and the Department. 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.4.1. Copies of Subcontracts

Within twenty-one (21) days of the date of award, the Prime Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, District of Columbia Auditor, City Administrator (CA), and the Director of Department of Small and Local Business Development.

C.4.2 Subcontracting Plan Compliance Reporting

- a) If the Prime Contractor has a subcontracting plan required by law for the contract; the Prime Contractor shall submit a quarterly report to the CO, CA, 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;
 - 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.4.3 Annual Meetings

Upon at least 30-days written notice provided by DSLBD, the Prime Contractor shall meet annually with the CO, contract administrator (“CA”), District of Columbia Auditor and the Director of Department of Small and Local Business Development to provide an update on its subcontracting plan.

C.4.4 DSLBD Notices

The Prime 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.4.5 Enforcement and Penalties for Breach of Subcontracting Plan

A Prime Contractor shall be deemed to have breached a subcontracting plan required by law, if the Prime 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. A Prime 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. If the CO determines the Prime Contractor’s failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in the Standard Contract Provisions, Neither the Prime Contractor nor its subcontractor may remove a subcontractor or tier-subcontractor if such subcontractor or tier-subcontractor is certified as an LSDBE company unless the Department approves of such removal, in writing. The Department may condition its approval upon the Prime Contractor developing a plan that is, in the Department’s sole and absolute judgment, adequate to maintain the level of LSDBE participation on the Project.

C.5 First Source 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; (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.

The Offeror shall comply with First Source Employment Agreement Act of 1984 (D.C. Code §§ 2-219.01 *et seq.*), as amended, and 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:

- a) At least twenty percent (20%) of journey worker hours by trade shall be performed by District residents;
- b) At least sixty percent (60%) of apprentice hours by trade shall be performed by District residents;
- c) At least fifty one percent (51%) of the skilled laborer hours by trade shall be performed by District residents; and
- d) At least seventy percent (70%) of common laborer hours shall be performed by District residents.

C.6 Apprenticeship Act

The District of Columbia Apprenticeship Act of 1946, D.C. Official Code §§ 32-1401 *et seq.* (“Act”), as amended, may apply. All contractors must ensure that subcontractors selected to perform work under Task Orders on a craft-by-craft basis shall be required to comply with this Act. All terms and conditions of the Act, D.C. Apprenticeship Council Rules and Regulations, as well as any federal requirements, shall be implemented. The contractors shall be liable for any subcontractor non-compliance.

C.7 Equal Employment Opportunity and Hiring of District Residents

The Offeror shall comply with applicable laws, regulations and special requirements of the Contract Project documents regarding equal employment opportunity and affirmative action

programs. In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as **Exhibit I**. A contract award cannot be made to any contractor that has not satisfied the equal employment requirements.

C.8 Buy American Act Provision

The Design-Builder shall comply with the provisions of the Buy American Act (41 U.S.C. § 10a), including, but not limited to, the purchase of steel.

C.8.1 In accordance with the Buy American Act (41 U.S.C. § 10a-10d), and Executive Order 10582, December 17, 1954 (3 CFR, 1954-58 Comp., p. 230), as amended by Executive Order 11051, September 27, 1962 (3 CFR, 1059—63 Comp., p. 635), the Design-Builder agrees that only domestic construction material will be used by the Design-Builder, subcontractors, material men and suppliers in the performance of the Agreement, except for non-domestic material listed in the Agreement.

“Components” as used in this Section, means those articles, materials and supplies incorporated directly into the end products.

“Domestic end product”, as used in this section, means, (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States, exceeds 50 percent of the cost of all its components.

Components of foreign origin of the same class or kind as the products shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

“End Products”, as used in this Section, means those articles, materials, and supplies to be acquired for public use under this Contract.

The Design- Builder shall deliver only domestic end products, except those:

1. For use outside the United States;
2. That the District determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;
3. For which the District determines that domestic preference would be inconsistent with the public interest; or
4. For which the District determines the cost to be unreasonable.

C.8.2 Domestic Construction Material. “Construction material” means any article, material or supply brought to the construction site for incorporation in the building or work. An

unmanufactured construction material is a “domestic construction material” if it has been mined or produced in the United States. A manufactured construction material is a “domestic construction material” if it has been manufactured in the United States and if the cost of its components which have been mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. “Component” means any article, material, or supply directly incorporated in a construction material.

C.8.3 Domestic Component. A component shall be considered to have been “mined, produced, or manufactured in the United States” regardless of its source, in fact, if the article, material or supply in which it is incorporated was manufactured in the United States and the component is of a class or kind determined by the Government to be not mined, produced or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.

C.8.4 Foreign Material. When steel materials are used in a project a minimal use of foreign steel is permitted. The cost of such materials cannot exceed one-tenth of one percent of the total project cost, or \$2,500,000, whichever is greater.

C.9 Davis-Bacon Act Wage Determination

The Davis-Bacon Act Wage Determination may apply to all projects and will be determined and issued on a per Task Order basis.

C.10 Service Contract Act

The Service Contract Act Wage Determination may apply to all projects and will be determined and issued on a per Task Order basis.

C.11 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 applicable statutes, laws, codes, ordinances, regulations, rules, requirements, orders and policies of Government bodies.

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Evaluation Process

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

D.2 Evaluation Committee

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

D.3 Oral Presentation

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

D.3.1 Length of Oral Presentation

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

D.3.2 Schedule

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

D.3.3 Offeror Attendees

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

attending the presentation will be considered to be an indication of the Offeror's assessment of the key areas of responsibility that are deemed essential to the successful completion of the project.

D.3.4 Topics

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

D.4 SOQ Submission Evaluation

Each SOQ Submission 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 RFQ for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 112. BOAs will be awarded to the selected pre-qualified Contractors with the minimum evaluated score of 65 points.

D.4.1 Past Performance, Experience & References (25 points)

The Department desires to pre-qualify Contractors with the experience necessary to perform the types of projects described in Section A of this RFQ. Offerors will be evaluated based on their demonstrated experience in:

(i) Successfully executing construction projects in occupied buildings valued over \$250,000 and similar construction projects for a government agency in which the Offeror served as the general contractor in the past five (5) years; (ii) Knowledge of, and access to, the local subcontracting market, including achieving CBE stated goals; (iii) performance under past or current government or private-sector contracts with requirements similar to those of the proposed BOA; and (v) knowledge of the local regulatory agencies and Code Officials. Offerors will be evaluated on the information provided by references on the Offerors quality of work, reliability, cost control, business relations, and the information provided to support the reference evaluator's evaluation as set forth in each Past Performance Evaluation Form as described in this Section E.4.1.3(C). References submitted must be from an owner/client source. **This element of the evaluation is worth up to twenty-five (25) points.**

D.4.2 Key Personnel (25 points)

The Offeror should include within its SOQ Submission, its full organization chart to demonstrate the depth of the organization by listing all full-time staff, their roles within the organization and years of experience. The Offeror shall also include within its SOQ Submission resumes of key personnel that will be assigned to this Project and indicate what percentage of each such person's time devoted to this Project. Key personnel shall include, generally the following individuals: (i) the key Project Manager(s) who will supervise the work, (ii) the Assistant Project Manager; and (iii) the Field Superintendents who will oversee the work in the field. Specific personnel would be

specified in the RFTOP. Offerors are also required to submit a roster of Project Managers and Field Superintendents who would be available to oversee work in the field. A list of the contractor's key personnel shall be attached to the contract that results from this RFQ. **This element of the evaluation is worth up to twenty-five (25) points.**

D.4.3 Project Management Plan (25 Points)

Offerors are required to submit a Project Management Plan. The Project Management Plan should clearly explain how the contractor 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. The Project Management Plan should clearly explain the Offerors approach to (i) Safety; (ii) Quality Assurance/Control; (iii) schedule management; and (iv) the coordination with permitting agencies. Offerors are to provide with their SOQ Submission samples of (i) company Safety Plan; (ii) company Quality Control Plan; and (iii) a project schedule and a 3-week look ahead. **This element of the evaluation is worth up to twenty-five (25) points.**

D.4.4 Capacity (25 Points)

Offerors will be evaluated based on a detailed analysis demonstrating that they have the necessary capacity to meet anticipated project schedules. This plan must identify the necessary resources required for the completion of the Project. This requirement has been discussed in detail under Section E.4.1.6. This element of the evaluation is worth up to **twenty-five (25) points.**

D.4.5 CBE Preference (12 points)

The remaining twelve (12) points will be awarded based on the Offeror status as a Small Business Enterprise ("SBE")/Certified Business Enterprise ("CBE") as outlined in **Section C.1** of this RFQ.

SECTION E SOQ ORGANIZATION, SUBMISSION PROCEDURES AND PROTESTS

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

E.1 SOQ Submission Identification

SOQ Submissions shall be proffered in four (4) copies. An electronic copy of the complete original SOQ Submission on a USB flash drive. The Offeror's original SOQ Submission shall be placed in a sealed envelope conspicuously marked: **"RFQ No. DCAM-20-CS-RFQ-0001 SOQ Submission for On-Call Construction, Repair & Replacement (CRR) Services."**

E.2 Delivery or Mailing of SOQ Submission

SOQ Submissions should be delivered or mailed to:

District Department of General Services
Contracts & Procurement Division
Frank D. Reeves Center
2000 14th Street, NW, 8th Floor
Washington, DC 20009
Attn: George G. Lewis c/o Ahmad Stanekzai

E.3 Date and Time for Receiving SOQ Submissions

The due date for SOQ Submissions is at **2:00 p.m. on April 20, 2020**. The Offeror assumes the sole responsibility for timely delivery of its SOQ Submission, regardless of the method of delivery.

E.4 SOQ Submission Size, Organization and Offeror Qualifications

All SOQ Submissions shall be submitted on 8-1/2" x 11" bond paper and typewritten. Telephonic, telegraphic, and facsimile SOQ 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 SOQ Submission shall be organized as follows:

E.4.1 Technical SOQ Submission

Offerors are advised that the SOQ should include specific information that will demonstrate the qualifications and experience required by this RFQ. Offerors shall be aware that DGS reserves the right to conduct an independent investigation of any information, including prior experience, identified in a SOQ by contacting project references, accessing public information, contacting independent parties, or any other means. DGS also reserves the right to request additional information from an Offeror during the evaluation of that Offeror's SOQ.

Offeror shall submit SOQ to include (Technical SOQ and any Exceptions to the Form of Contract). The technical SOQ Submission shall be organized, as follows:

E.4.1.1 Executive Summary

Each Offer should provide a summary of no more than three pages of the information contained in Section E.4.1.2.

E.4.1.2 General Team Information and Firm(s) Data

Identify the full legal name the prime contractor. The prime contractor is defined as the Offeror that will serve as the prime/general contractor who will execute the BOA with DGS. Each Offeror should provide the following information for the contractor and each of its subconsultants.

- A. Name(s), address(es), and role(s) of each firm (including all sub-consultants)
- B. Firm profile(s), including:
 - i. Age.
 - ii. Firm history(ies).
 - iii. Firm size(s).
 - iv. Areas of specialty/concentration.
 - v. A list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Department and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting a SOQ Submission to this RFQ need be listed.
- C. Description of the team organization and personal qualifications of key staff, including:
 - 1. Identification of the single point of contact for the Offeror.
 - 2. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the Offeror.
 - 3. A list or chart of all personnel proposed for the Project. Such list or chart should include the following information for each individual:
 - i. The individual's name.
 - ii. The individual's role.
 - iii. The percentage of time that will be devoted by the individual to the Project. This should be identified for each phase of the Project.
 - iv. The individual's resume. Resumes should indicate the individual's experience on the five (5) relevant projects and identify the role of the individual in each past project noted on the resume. The resume should also clearly identify how long the individual has worked in the construction industry and should indicate the number of years of experience in his or her current role and the prior roles. Offerors should also consider the information requested in Section D.3.2 of this RFQ.
 - v. The individual's current workload over the next two years.

4. A chart showing the experience that the key team members have working together.

E.4.1.3 Past Performance, Experience & References

- A. Offeror should submit a detailed description of no more than five (5) projects that best illustrate the team's experience and capabilities relevant to this RFQ. For each such project, the Offeror should provide the information requested below:
 - i. The name and location of the project.
 - ii. The square footage of the project
 - iii. A short narrative of the scope of the contractor's work on the project.
 - iv. Indicate if the project was for an occupied or vacant site.
 - v. The delivery method implemented on the project.
 - vi. The start and end dates for construction.
 - vii. Self-performed trades and Percentage of the self-performed work.
 - viii. The initial substantial completion date and initial contract value.
 - ix. The actual substantial completion date and the final contract value.
- B. The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms (**Attachment A**) are completed by a former client/owner and submitted on behalf of the Offeror directly to ahmad.stanekzai@dc.gov by the due date for Proposals.
- C. 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.

E.4.1.4 Project Management Plan

The Project Management Plan should contain the information requested in **Section D.3.3** of the RFQ.

E.4.1.5 Capacity

Offerors shall submit a detailed analysis demonstrating that they have the necessary capacity to meet projects schedule. This plan must identify the necessary resources required for the completion of the Project and must include at a minimum the following:

- i. List number of years the firm has been in business
- ii. Provide copy of your firm's Dun & Bradstreet report for calendar year 2018
- iii. List your annual volume of work (in construction dollars) during the past five (5) years for the firm responsible to execute the work under this RFQ. Include listing of all project identifying project client name, project value and date completed.
- iv. Describe the percentage of your business mix between Public sector and Private sector during the past five (5) years

- v. List of the firm's present and future work in terms of active projects, including current firm workload(s) projected over the next year and other contracts including contract values.
- vi. Submit in a tabular format listing all full-time staff, their roles within the organization and years of experience indicating staff designated as Key Personnel.

E.4.1.6 Key Personnel

Key personnel shall include, generally the following individuals: (i) the key Project Manager(s) who will supervise the work, (ii) the Assistant Project Manager; and (iii) the Field Superintendents who will oversee the work in the field. Specific personnel would be specified in the RFTOP.

E.4.1.7 Bidder-Offeror Certification Form

Each Offeror shall complete and submit the Bidder-Offeror Certification Form attached hereto as **Attachment D**. An Offeror who submits an incomplete or improperly or inaccurately completed Bidder-Offeror Certification Form may be deemed non-responsive.

E.4.1.8 Tax Affidavit

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

E.4.2 Price Consideration after Pre-Qualification and issuance of BOA

E.4.2.1 Pricing

Pricing will not be solicited under this RFQ. Pricing, including pricing for services performed during any option periods, will be solicited in response to subsequent RFTOPs under the BOA and memorialized in the awarded Task Order Agreements.

E.4.2.2 SBE Subcontracting Plan

SBE Subcontracting Plan may apply to all projects and its requirement will be determined on a per Task Order Agreement basis.

E.4.2.3 First Source Employment Agreement

First Source Employment Agreement may apply to projects awarded under each BOA and its requirement will be determined on a per Task Order Agreement basis.

E.5 Contact Person

For information regarding this RFQ please contact:

Ahmad Stanekzai
Contract Specialist
Department of General Services
1250 U Street NW, 3rd floor
Washington, DC 20009
(202) 645-0504
Ahmad.stanekzai@dc.gov

Questions should be directed to Ahmad Stanekzai at the email address listed in this **Section E.5 no later than April 9, 2020 at 2:00 PM.** The person making the request shall be responsible for prompt delivery.

E.6 Project Information Meeting

DGS will hold a Project information meeting for potential Offerors on **April 3, 2020 at 10:00 A.M.** The Project information meeting will be held at the Department of General Services, 1250 U Street N.W., 4th floor Capitol Hill Conference Room, Washington, D.C. 20009. Interested Offerors are strongly encouraged to attend. ***Please visit DGS' website regularly as this date will most likely change.***

E.7 Explanations to Prospective Offerors

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

E.8 Protests

Protests shall be governed by D.C. Code § 2-360.08 and Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734).

E.9 Contract Award

This procurement is being conducted in accordance with D.C. Code § 2-354.03 and the provisions of Title 27 DCMR §§ 4700, et seq., of the Department's Procurement Regulations. Award will be made to the responsive and responsible Offeror and the most advantageous to the Department considering technical merit and other factors.

E.10 Retention of SOQ Submissions

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

E.11 Examination of SOQ Submissions

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

E.12 Late SOQ Submissions: Modifications

- A. Any SOQ Submission received at the office designated in this RFQ after the exact time specified for receipt shall not be considered.
- B. Any modification of a SOQ Submission is subject to the same conditions as in Section F.8.A stated above.
- C. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the SOQ Submission wrapper or other documentary evidence of receipt maintained by the installation.
- D. Notwithstanding any other provisions of this RFQ to the contrary, a late modification of an otherwise successful SOQ Submission which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- E. SOQ 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 SOQ Submissions.

E.13 No Compensation for Preparation of SOQ Submissions

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

E.14 Rejection of SOQ Submissions

The Department reserves the right, in its sole discretion:

- A. To cancel this solicitation or reject all SOQ Submissions.
- B. To reject SOQ Submissions that fail to prove the Offeror's responsibility per the determination of the CO.
- C. To reject SOQ Submissions that contain conditions and/or contingencies that in the Department's sole judgment, make the SOQ Submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- D. To waive minor irregularities in any SOQ Submission provided such waiver does not result in an unfair advantage to any Offeror.
- E. To take any other action within the applicable Procurement Regulations or law.
- F. To reject the SOQ Submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such SOQ Submission for this RFQ.
- G. To reject SOQ Submission that indicates a lack of understanding of any aspect of the scope of work of this RFQ.
- J. To reject SOQ Submissions that are deemed non-responsive.

E.15 Limitation of Contracting Authority

Only a contracting officer 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 BOA. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFQ is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

E.16 Non-Responsive SOQ Submissions

- A. **Certification.** The Department may consider a SOQ Submission non-responsive if the Offeror fails to properly complete or provides inaccurate information on the Bidder/Offeror Certification Form.
- B. **Exceptions.** If the Offeror identifies any changes or exceptions to the Standard Contract Provisions will be deemed non-responsive.
- C. **Core Competency.** The Department may consider a SOQ Submission non-responsive if the Offeror, whether by inclusion or omission, fails, in the Department's sole judgment, to demonstrate an understanding and competence in every aspect of the project.

SECTION F INSURANCE REQUIREMENTS

F.1 INSURANCE

F.1.1 The Department shall ensure that project specific Insurance Requirements are obtained from the DC Office of Risk Management (“ORM”) on a per project basis and incorporated project specific Insurance Requirement in each RFTOP and awarded Task Order Agreement.

SECTION G BONDS

G.1 Contractor's Payment and Performance Bonds

The Contractor will be required to post a payment and performance bond having a penal value equal to the Lump Sum Price or value of each awarded Task Order Agreement valued at \$100,000 or more, at the time the Task Order Agreement is executed as required by the RFTOP.

ATTACHMENT A
PAST PERFORMANCE EVALUATION FORM

ATTACHMENT B
TAX AFFIVAVIT

ATTACHMENT C
STANDARD CONTRACT PROVISIONS – CONSTRUCTION CONTRACTS
STANDARD CONTRACT PROVISIONS ARCHITECTURAL ENGINEERING
SERVICES CONTRACT

ATTACHMENT D
BIDDER OFFER CERTIFICATION FORM

ATTACHMENT E
2020 LIVING WAGE ACT NOTICE
AND
LIVING WAGE FACT SHEET

ATTACHMENT F
EEO POLICY STATEMENT

ATTACHMENT G
FORM OF CONTRACT (BASIC ORDERING AGREEMENT)

ATTACHMENT H
CONFLICT OF INTEREST DISCLOSURE STATEMENT

ATTACHMENT I
NOTICE TO PROCEED & LETTER CONTRACT