

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES



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**D.C. DEPARTMENT OF GENERAL SERVICES**  
**April 2018 Launch Pad Request for Proposals (“RFP”)**

**Engine Company 12 & Engine Company 24**  
**Structural Concrete & Exterior Lighting Replacement Projects**

The Launch Pad initiative is intended for and advertised in the CBE set-aside market for Offerors that are certified by the District of Columbia Department of Small and Local Business Development (DSLBD) as a SBE.

- REVISED Issue Date:** **Wednesday, April 11, 2018**
- Site Visits:** **Thursday, April 5, 2018**  
10:00 AM *Engine Company 12*  
2225 5<sup>th</sup> Street, N.E.
- 11:00 AM *Engine Company 24*  
5101 Georgia Avenue, N.W.
- Pre-Proposal Conference:** April 6, 2018  
11:00 AM  
Frank Reeves Center – 6<sup>th</sup> Floor  
DPW Large Conference Room
- Question Submission Deadline:** Monday, April 9, 2018  
Submit in writing by Close of Business
- Launch Pad Event Registration:** Thursday, April 12, 2018  
11:00 AM – 3:00 PM
- Proposal Submission:** Thursday, April 19, 2018  
12:00 PM EST  
Domonique L. Banks  
Contact Specialist  
[domonique.banks@dc.gov](mailto:domonique.banks@dc.gov)
- April 2018 Launch Pad Event:** Wednesday, April 25, 2018  
9:00 AM EST  
Frank Reeves Building – 2000 14<sup>th</sup> Street, N.W.  
2<sup>nd</sup> Floor Community Room

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## SECTION B EXECUTIVE SUMMARY

### B.1 INTRODUCTION

The Fire Emergency Medical Services (FEMS) is a 24-hour a day, 7 day a week operation. As such, FEMS personnel and the public must be able to access and work in their assigned facilities. While FEMS has just entered into a property management agreement with DGS for the repair and maintenance of their facilities, this PO will cover scheduled capital maintenance work that is **NOT** covered by the property management agreement.

### B.2 TYPE OF CONTRACT

**B.2.1** This is lump-sum price contract. The Awarded Contractor will be required to provide a Firm Fixed Price which shall include sufficient funds to cover all the expenses necessary to complete the Project, including, but not limited to, profit, home and field office overhead, supervision, labor, materials, equipment, bonds, insurance and other services that may be required to obtain the necessary permits, and construct the work. The Firm Fixed Price shall also include sufficient funding to fund items that are not specifically identified on the Drawings and Specifications but which are reasonably inferable therefrom. Offerors will be required to submit with their proposal a Price Schedule/Bid Form in substantially the form of *Attachment A* setting forth its Firm Fixed Price and a schedule of values.

**IMPORTANT NOTICE: Contracts & Procurement will notify Offerors of any changes, additions and or deletions to the specifications and or responses to questions by addenda posted on the Department of General Services, Contracts & Procurement website. It is the potential Offeror's responsibility to visit DGS' Contracts and Procurement website frequently at <http://dgs.dc.gov/page/dgs-solicitations> to obtain addenda once they have received a copy or downloaded a copy of the solicitation.**

### B.3 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS ENTERPRISE (SBE) SET-ASIDE MARKET ONLY

This RFP is designated only for certified Small Business Enterprise (SBE) Offerors under the provisions of the "Small and Certified Business Enterprise Development and Assistance Act of 2014," D.C. Official Code § 2-218.01 et seq., as amended. **ONLY** Offerors that are certified by the District of Columbia Department of Small and Local Business Development (DSLBD) as a SBE at the time of the Proposal Due Date are eligible. A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal. Further, this RFP is part of DGS' Launch Pad initiative and as such includes the Offeror's fulfillment of the Launch Pad goal in the Evaluation Criteria see Section [K] of

the RFP). The Launch Pad is a new initiative for DGS to engage local CBEs through an innovative concept that works towards Mayor Bowser’s citywide initiative of creating pathways to the middle class. The Launch Pad goal is to provide opportunities for SBEs who have less experience doing business with DGS as a prime contractor, to gain such experience.

**B.4 PROCUREMENT SCHEDULE**

*Revised Issue Date ..... Wednesday, April 11, 2018*

**Site Visits..... Thursday, April 5, 2018 at 10AM & 11 a.m.**  
10:00 A.M. | Engine Company 12 is located at 2225 5<sup>th</sup> Street, N.E.  
11:00 A.M. | Engine Company 24 is located at 5101 Georgia Avenue, N.W.

**Pre-Proposal Conference..... Friday, April 6, 2018 at 11 a.m.**  
Frank Reeves Municipal Building – 2000 14<sup>th</sup> Street, N.W. – Washington, D.C.  
20001 | 6<sup>th</sup> Floor DPW Large Conference Room, located off the terrace walk-thru.

**Deadline for Question Submission ..... Monday, April 9, 2018**  
All questions concerning this solicitation shall be submitted electronically by April 9th, 2018 at 12:00 pm to: Domonique L. Banks, Contract Specialist, via email at [domonique.banks@dc.gov](mailto:domonique.banks@dc.gov). All answers to questions shall be provided by form of Addendum to interested Bidders.

**Launch Pad Event Registration..... Thursday, April 12, 2018 11 a.m. – 3 p.m.**  
Offerors must register at the designated web address displayed on The Department of General Services website at <https://dgs.dc.gov/> on **April 12<sup>th</sup>, 2018**. Registration **will open at 11:00 a.m. and closes at 3:00 p.m.** *Event Participation is limited to the first ten (10) registrants!*

**Proposal Submission Deadline..... Thursday, April 19, 2018 12 p.m.**  
Proposal shall be submitted electronically by **April 19th 2018 by 12:00 p.m.** to: Domonique L. Banks, Contract Specialist, via email at [domonique.banks@dc.gov](mailto:domonique.banks@dc.gov).

**Launch Pad Event..... Wednesday, April 25, 2018 9 a.m.**  
Presentations shall be held on **April 25<sup>th</sup>, 2018 at 9:00 a.m.** in the 2<sup>nd</sup> floor “Community Room” at the Reeves Center, 2000 14th St. NW, Washington, DC 20009. Presenters should arrive at 8:30AM SHARP to check-in and register.

**Note: The Contract will be awarded immediately following the final presentation and feedback provided by the Judges Panel. Contractors are strongly encouraged to be present for feedback and contract award.**

## SECTION C SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE OF WORK

The Government of the District of Columbia, by and through its Department of General Services (the “Department” or “DGS”) is seeking a Contractor construction related to concrete repair and exterior lighting repair/replacement for two FEMS Fire Engine Houses CO12 and CO24. The Contractor shall provide all necessary labor, equipment, tools, supplies, and materials, including project management necessary to manage and complete the general construction services outlined herein.

### C.2 ENGINE COMPANY 12 - SITE SPECIFIC SCOPE OF WORK

All changes to the Scope of Work requires pre-approval of the FEMS Order Representative.

#### C.2.1 Repair concrete using new rebar, install route and grout as needed at three (3) existing locations in rear parking lot:

- a) Demo and install new concrete 19’ x 25’ area, please see *Exhibit A*
- b) Demo and Install new concrete 2’ x 24’ area please see *Exhibit B*
- c) Demo and install new concrete 3’ x 15’ area, please see *Exhibit C*
- d) Demo and install new concrete 2.5’ x 45’, please see *Exhibit D* (confirm during site visit).
- e) Demo and install new concrete 9’ x 9’ area, please see *Exhibit E*

#### C.2.2 Concrete: Use 5000-PSI concrete.

#### C.2.3 Ties to existing Pavement areas shall be smooth consistent transitions. No abrupt change in line and /or grade will be permitted.

#### C.2.4 Reuse existing galvanized metal drain cover (2); remove all debris and snake area drain (2).

#### C.2.5 Repair all joint cracks at various locations within ENTIRE parking lot, excluding perimeter joints only and joints underneath storage containers:

### C.3 ENGINE COMPANY 24 - SITE SPECIFIC SCOPE OF WORK

All changes to the Scope of Work requires pre-approval of the FEMS Order Representative.

#### C.3.1 Repair concrete using new rebar, install route and grout as needed at three (3) existing locations in rear parking lot:

- a) Demo and install new concrete 20’ x 20’ area, please see *Exhibit G*
- b) Demo and install new concrete area 9’ x 4’ area

- c) Demo and install new concrete area 9' x 4' area (both concrete repairs along same seam)
- d) Demo and install new concrete 5' x 14' area, please see **Exhibit I**

**C.3.2** Concrete: Use 5000-PSI concrete.

**C.3.3** Ties to existing Pavement areas shall be smooth consistent transitions. No abrupt change in line and /or grade will be permitted.

**C.3.4** Reuse existing galvanized metal drain cover (2); remove all debris and snake area drain (2).

**C.3.5** Remove 20 existing lights on 2 buildings and Install 20 (17 Gooseneck and 3 Wall pack) new flood LED light fixtures (To match existing) and 20 photo cells (Dust to Dawn) in same locations:

- a) Provide seventeen (17) outdoor new Gooseneck 16' (black) LEG lights - Existing lighting, specifications **Exhibit J**.
- b) Provided three (3) New LED Flood Lights Wall pack – Existing Specifications **Exhibit K**.
- c) Provide twenty (20) New Light Photo Cell.
- d) All twenty (20) existing lights removed will be turned over to FEMS and or the DGS Project Manager and stored on site.

**C.3.6** Repair all joint cracks at various locations within ENTIRE parking lot, excluding perimeter joints only and joints underneath storage containers.

#### **C.4 WORK SCHEDULING**

The Department will not entertain overtime for the work associated with the scope of services defined herein.

**C.4.1** No work shall be performed on Saturday, Sundays or any District and or Federal Holiday.

**C.4.2** Work cannot commence or continue during threatening weather, such as driving rains, excess winds, snow or temperatures below 32 degrees Fahrenheit.

**C.4.3** The Contractor shall submit a work schedule including project completion timeline to the Project Manager for FEMS approval prior to the start of work.

**C.4.4** This project shall be complete within thirty-(30)-days from contract award date.

**C.4.4.1** Within five (5) business days of notice to proceed and or contract award the Contractor shall schedule a meeting with the DGS Project Manager and FEMS to provide complete disclosure of all project concerns. Failure to schedule this meeting will not discharge the contractor from full compliance with the contract as published.

**C.5           INSTALLATION REQUIREMENTS**

The Contractor shall participate in a coordinating meeting, for and at each site prior to the start of project work. The purpose of these meetings is to review the individual project SOW with the DGS Project Manager and client Representative of FEMS to discuss the project scopes, review the individual project plans, schedules and address all questions prior to the project starts.

**C.5.1**           All ties to existing pavement areas shall be smooth and a consistent transition with no abrupt change in line and or grade.

**C.6           PROJECT WORK-SITE CLEAN-UP & MATERIAL/DEBRIS REMOVAL**

Provide daily cleaning of the associated workspaces at the end of each day. All trash must be removed from premises and not inhibit the Engine Companies operations in any way. All area's shall be roped off/cones with tape installed at the end of each day so fire fighter's will stay off working area's until work is complete.

**C.7           CONTRACTOR'S   EMPLOYEE   QUALIFICATIONS   STAFF   &  
SUPERVISION**

**C.7.1**           Contractor shall furnish duly qualified, experienced employees and supervisors to perform the work in accordance with the site-specific requirements established herein.

**C.7.2**           Contractor shall appoint a qualified supervisor for the project and provide the FEMS and DGS Project Manager with the supervisor's name and an expeditious method of contacting the supervisor. The supervisor shall be capable of adequate supervision of the work at all times to ensure its completion and satisfactory performance in accordance with the terms of the contract.

**C.7.3**           Contractor shall comply with the instructions pertaining to conduct and building regulations issued by the COTR.

**C.7.4**           Contractor shall, at all times, enforce strict discipline and maintain good order among the workers and shall require workers to observe all fire prevention, security and safety rules and building regulations in force at the work site.

**C.7.5**           The Contractor shall provide all supervision, labor, material, equipment to perform the scope of work including daily Project Management/Project Supervision.

**C.8           GENERAL PROJECT TERMS & CONDITIONS**

The Contractor shall provide the required services in accordance with the following General Conditions, as applicable.

**C.8.1**           The Contractor shall be responsible for determining existing conditions on project site by examination, whether indicated in the Scope of Work or not.

- C.8.2** The facility is fully occupied, the Contractor shall coordinate activities with the Project Manager to allow occupants the mandated time necessary for relocation of personal items or vehicles out of a construction area before beginning work.
- C.8.3** Time is of the essence with respect to the contract. The Contractor shall substantially complete the project within thirty-(30) calendar days from the date specified in the written Notice to Proceed (NTP) signed by the Contracting Officer, and fully complete the Project ten (10) days thereafter. As such, the Contractor shall dedicate such personnel and other resources as necessary to ensure that the Project is completed on time and in a diligent, skilled, and professional manner.
- C.8.4** All work shall be performed during the normal business hours (between 7:00 a.m. to 7:00 p.m.) Monday - Friday. Work shall be scheduled and coordinated with the DGS Project Manager.
- C.8.5** The Contractor shall perform all of the work in a first class and skillful manner. Any equipment or materials called for in the Scope of Work shall be new unless otherwise approved by the Department in advance and in writing.
- C.8.6** The Contractor shall provide deliverables as indicated in Section [C.9] to the DGS Project Manager for its review and approval prior to proceeding with the work.
- C.8.7** The Contractor, at no additional cost to the Department, shall provide such safety barricades, enclosures and overhead protection as may reasonably be required by the Department and as may be necessary to safely implement the work and to remove such at the end of the work and shall leave the site in broom clean condition.
- C.8.8** In addition to demolition, which may be specified in other sections, the Contractor shall:
- a) Cut, move or remove items from premises as necessary to allow work to proceed;
  - b) Review and edit items 1 through 5 below Repair or remove unsafe or unsanitary conditions;
  - c) Remove abandoned items and items serving no useful purpose, such as abandoned piping, conduit, wiring, electrical devices and any other items. However, before any appurtenance removal, the work shall be coordinated with the DGS Project Manager (PM);
  - d) Remove unsuitable or extraneous materials such as abandoned furnishings and equipment, and debris such as rotten wood, rusted metals and deteriorated concrete;
  - e) Clean surfaces and remove surface finishes as indicated in the Scope of Work to install new work and finishes and unless otherwise noted the new finish shall match the existing. Reference Finish Schedule for new finishes. Items not specifically called out in Finish Schedule should be



replaced in-kind with new products, subject to FEMS review and approval, to ensure final installations contain at a minimum, the same accessory and grab bar counts that currently exist. Contractors to perform pre-bid walk prior to obtain current counts to ensure bid contains the same at a minimum. Greater quality and greater quantity applies to finish installations.

- C.8.9** With the exception of the building permit, the Contractor shall be responsible for obtaining all job permits and approvals from the Department of Consumer and Regulatory Affairs that are required to perform and complete the installation at no additional cost to the Department.
- C.8.10** The Contractor's scope of work shall include all necessary maintenance of traffic measures, including, but not limited to, signs, flagman, steel plates, etc. The Contractor shall be responsible for preparing any necessary maintenance of traffic plans and for obtaining any required lane closure permits.
- C.8.11** The costs of any necessary temporary sheeting (Full Height of Door Opening) and security should be included in the Offeror's lump sum price (If required).
- C.8.12** All materials, equipment and installations provided shall have a warranty period of one (1) year from Final Completion/Punch List.
- C.8.13** The Contractor shall not install any new work/equipment in a location that would interfere or cover up utilities or emergency related equipment ( i.e. installing NEMA Control boxes or operators in front of fire alarm pull stations, HVAC controls, light switches, etc.).
- C.8.14** Parking is not available on the premises: The Subparagraph and associated subparagraphs below are examples of a special requirement appropriate to many projects. Revise to suit Project or delete. Contractor shall Contractor shall use street parking and keep the Engine Company 12 driveways, loading areas, and entrances serving premises clear and available to District employees, the public, and emergency vehicles at all times. The contractor shall not use these areas for parking or storage of materials, and schedule deliveries to minimize use of driveways and entrances.
- C.8.15** The Contractor shall schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C.8.16** The Contractor shall comply with the following:
- a) The area available to the Contractor for performance of the work is restricted to the areas in which that work will be conducted with the understanding that it may at any time be further encroached upon by the facility for security reasons. When the District or the occupant continues to occupy portions of the project during construction, the Contractor shall

schedule and conduct the work to cause the least interference with operations of the District or occupants.

- b) When the above must be interrupted, the Contractor shall provide alternate facilities acceptable to the Project Manager (PM) or schedule the interruption for a time when occupancy will not be impaired.

- C.8.17** The Contractor shall not interrupt utilities serving facilities occupied by District or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated.
- C.8.17.1** Notification to the District not less than seven (7) work days in advance of proposed utility interruptions; Contractor shall not proceed with utility interruptions without District's written permission.
- C.8.18** The Contractor shall obtain required approvals from authorities having jurisdiction.
- C.8.19** Smoking shall not be permitted within the building or within 25 feet of entrances, operable windows, perimeter fence, or outdoor-air intakes.
- C.8.20** Use of tobacco products and other controlled substances shall not be permitted on the construction site.
- C.8.21** District may appoint other entities to manage day-to-day activities for the execution of the Project.
- C.8.22** The Contractor shall coordinate with the PM for work scheduling; including, but not limited to: availability of work areas, security planning, storage and coordination with all agencies and utility providers, including Miss Utility.
- C.8.23** The Contractor shall effectively utilize the existing conditions when and where reuse is called for in the Scope of Work. Changes to the cost of work will not be authorized for reuse items. If modifications to the existing conditions must be made for new installations, it is the Contractor's responsibility to perform them as required, the cost of which is included in the Lump Sum Proposal.
- C.8.24** While performing the Work, the Contractor shall not cause any of FEMS's emergency equipment to malfunction. If the emergency equipment malfunctions as a direct result of work performed by the Contractor, the Contractor shall immediately contact the Officer on Duty and the DGS Project PM.
- C.8.25** Prior to submitting its proposal, each Offeror shall carefully review the Scope of Work and shall bring any inconsistency or error in the Scope of Work to the attention of the Department in writing. To the extent that a competent Contractor could have identified any such inconsistency or error, such

inconsistency or error shall not serve, as the basis for a change order and the Contractor shall assume the risk of such inconsistency or error.

**C.8.26** Provide Final Cleaning of all spaces where renovations occur, including construction entry and exit pathways. Additionally, after work is completed, ALL work areas should be clean with all trash removed.

**C.8.27** The Plans, Specifications, Cuts Sheets, Finish Schedules, etc. are considered complimentary Contract Documents. What is required and shown in one document is to be considered required and shown by all documents. Greater quantity and greater quality is required if there is a conflict in information provided.

**C.8.28** Provide offsite removal of trash and cleaning at the end of each day; No onsite dumpster exist.

**C.9 DELIVERABLES**

In addition, the Contractor shall also furnish the below following deliverables. Hard copies and electronic copies shall be submitted to the Project Manager. The Contractor shall provide submittals to the Project Manager (PM) as indicated in the Drawings, Specifications, and/or Statement of Work to the District for its review and approval prior to proceeding with the work.

<b>Item</b>	<b>Format</b>	<b>Due Date</b>
Submittals	One (1) electronic copy	Within five (5) calendar days of executed NTP
CPM Project Schedule	One (1) electronic copy Two (2) Hard copies	Within five (5) calendar days of executed NTP

**C.10 CONFORMANCE WITH LAWS**

It shall be the responsibility of the Contractor to perform the Agreement in conformance with the Department’s Procurement Regulations (27 DCMR § 4700 et seq.) and all statutes, laws, codes, ordinances, regulations, rules, requirements and orders of governmental bodies, including, without limitation, the U.S. Government and the District of Columbia government; and it is the sole responsibility of the Contractor to determine the Department’s procurement regulations, statutes, laws, codes, ordinances, regulations, rules, requirements and orders that apply and their effect on the Contractor’s obligations thereunder.

**C.11 LIVING WAGE ACT**

The Living Wage Act is applicable to this Contract. As such, the Contractor and its subcontractors shall comply with the wage and reporting requirements imposed by that Act *Attachment G*.

**C.12 DAVIS-BACON ACT**

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

**C.13 APPRENTICESHIP ACT**

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

**C.14 LICENSING, ACCREDITATION & REGISTRATION**

The Contractor and all of its subcontractors shall comply with all applicable District of Columbia, state and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.

**C.15 STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects are hereby incorporated into this Request for Proposal as *Attachment E*.

**SECTION D**  
**PACKAGING AND MARKING**

- D.1** The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Department of General Services Standard Contract Provisions (Construction Contracts) (January 2016). *Attachment E.*

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for the resultant contract shall be governed by clause number five (5), Inspection of Supplies, and six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Construction Project Contracts, dated January 14, 2016. *Attachment E.*

**SECTION F**  
**DELIVERIES OR PERFORMANCE**

**F.1 PERIOD OF PERFORMANCE**

The term of this Contract is date of award issued through bilateral execution of the Contracting officer thru 30-September-2018.

## **SECTION G CONTRACT ADMINISTRATION DATA**

### **G.1 CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

**George G. Lewis, CPPO**  
Associate Director/Chief Contracting Officer  
Department of General Services  
2000 14th Street, NW, 8th Floor  
Washington, DC 20009

### **G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

**G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

### **G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

**G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. These include:

**G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

**G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;

**G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;



**G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

**G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.9.2** The contact information of the COTR is:

**QUINN R. OSBORNE**  
Project Manager  
Department of General Services  
Capital Construction Division  
[quinn.osborne@dc.gov](mailto:quinn.osborne@dc.gov)  
(202) 316-7169 Office

**G.9.3** The COTR shall **NOT** have the authority to:

- a. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
- b. Grant deviations from or waive any of the terms and conditions of the contract;
- c. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
- d. Authorize the expenditure of funds by the Contractor;
- e. Change the period of performance; or
- f. Authorize the use of District property, except as specified under the contract.

**G.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**SECTION H  
REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS**

Please see “Bidder/Offeror Certification Form”

## SECTION I INSURANCE

### I.1. **INSURANCE REQUIREMENTS**

The Contractor shall maintain the following types of insurance throughout the life of the contract.

#### I.1.1 **General Requirements**

The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These

policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

- a) Commercial General Liability Insurance (“CGL”) - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a, per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
- b) Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- c) Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer’s Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer’s liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

- d) Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
  
- e) Environmental Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of pollution legal liability insurance covering losses caused by pollution conditions that arise from the ongoing or completed operations of the Contractor. Completed operations coverage shall remain in effect for at least ten (10) years after completion of the work. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), cleanup costs, liability and cleanup costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). There shall be neither an exclusion nor a sublimit for mold-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution legal liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous coverage will be maintained or an extended reporting period will be exercised for at least ten (10) years after completion. The Contractor also must furnish to the Owner certificates of insurance evidencing pollution legal liability insurance maintained by the transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such

coverages must be maintained with limits of at least the amounts set forth above.

- f) Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$2,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
- g) Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

## **I.2 PRIMARY AND NONCONTRIBUTORY INSURANCE**

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

## **I.3 DURATION**

The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia, and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

## **I.4 LIABILITY**

These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

**I.5 CONTRACTOR’S PROPERTY**

Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

**I.6 MEASURE OF PAYMENT**

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

**I.7 NOTIFICATION**

The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

**I.8 CERTIFICATES OF INSURANCE**

The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia  
And mailed to the attention of:  
**George G. Lewis, CPPO, c/o Domonique L. Banks**  
2000 14th Street, NW, Floor, Washington, DC 20009  
domonique.banks@dc.gov

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

**I.9 DISCLOSURE OF INFORMATION**

The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party, which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

**I.10 CARRIER RATINGS**

All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.



## SECTION J INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

### J.1 CONTRACT AWARD

#### J.1.1 Most Advantageous to the District

The District intends to award one contract resulting from this solicitation to the responsible Offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

#### J.1.2 Initial Offers and Selection of Negotiation Process

The District may award a contract based on initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors. In accordance with 27 DCMR § 1632, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the CO may elect to proceed with any method of negotiations, discussions or award of the contract without negotiations and based upon initial offers. If the CO elects to proceed with negotiations under subsection (c) of 27 DCMR §1632.1, the CO may limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

### J.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

The Offeror's proposal package at a minimum shall include the following information and documents:

#### A. Transmittal Letter

- The Offeror's full legal name, address and phone number;
- Identification of the Offeror's authorized representative: title, phone number and email address;
- Description of the Offeror's organization;
- A statement affirming the Offeror's acceptance of the contract provisions as described within the solicitation; and
- The Offeror's authorized representative signature.

#### B. Proposal

- The proposals shall include a table of contents providing the page numbers and location for each section of the Offeror's proposal;
- The proposals shall be single-sided and shall not exceed 10-pages, size 12 font with at least 1-inch margins.
- The proposal should include a technical approach, with proposed deliverable milestones for each month.

#### C. Bid Form

The Price Schedule/Bid Form **Attachment A** shall be submitted substantially in the same format presented to Offeror's by the District. The Offeror shall submit the Bid Form in the electronic MS Excel format along with the Offerors narrative proposal.

**D. Tax Affidavit**

The Offeror shall submit a completed Tax Affidavit **Attachment D** in typed format. In order to be eligible for this procurement, the Offeror must be in full compliance with all Tax obligations to the District of Columbia Government.

**Electronic Submission** The Offeror shall submit the narrative proposal document as one PDF and or MS Word document and the MS Excel Bid Form by the submission deadline as described in Section [B.4]. ***Please do not submit multiple documents – your written proposal should be combined as one single file. The Bid Form should be submitted at the 2<sup>nd</sup> document in the provided MS Excel Format only.***

**NOTE:** *Proposals shall be submitted in tabulated format that logically follows the format of the Evaluation Criteria established in Section [K] as so much that the Offerors responses are easily identified relatives to the evaluation criteria.*

**SECTION K  
EVALUATION FACTORS**

**K.1 EVALUATION FOR AWARD**

The contract will be awarded to the responsible offeror (s) whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

**K.2 RATING SCALE**

<b>Numeric Rating</b>	<b>Adjective</b>	<b>Description</b>
1	Poor/Below Average	Poor; Marginally Meets Minimum Requirements with Major Deficiencies.
2	Average/Minimally Acceptable	Average/Acceptable; Meets the Minimum Requirements
3	Good/Above Average	Above Average/Meets Requirements and No Deficiencies; Marginally Exceeds Requirements.
4	Excellent	Exceeds Requirements

**K.2.2** The rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror’s score for each factor. The offeror’s total score will be determined by adding the offeror’s score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty-(40)-points, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good,” then the score for that evaluation factor is 4/5 of 40 or 32.

**K.3 EVALUATION CRITERIA**

**K.3.1 D.C. Resident Inclusion - 5 Points**

Offeror shall identify employees that are currently residents of the District of Columbia that shall perform services under the contract’s period of performance.

**K.3.2 Presentation – 20 Points**

Offeror shall present relevant information and materials referencing the fulfillment of the requirements within the solicitation. The offerors presentation shall be evaluated subjectively based on observation of measurable facts, interpretations, points of views presented to judges panel. Offerors will be evaluated based on presentation content:

- (i) Project Management Approach
- (ii) Relevant Experience
- (iii) Description of each activity

**K.3.3 Price Reasonableness – 25 POINTS**

The offerors proposed price shall be evaluated in comparison to the Independent Government Cost Estimate to be considered “fair and reasonable. The price evaluation will be objective. The offeror must submit a price for all line items.

**K.3.4 Proposal Technical Approach – 25 POINTS**

Offerors are required to describe the following, as relates to the technical approach: how the Contractor intends to perform the requirements as described in the solicitation. Offerors shall consider industry best practices, the District’s business requirements and objectives, and the Launch Pad mission to provide opportunities for CBEs who have less experience doing business with DGS as a prime contractor, to gain that experience. Offerors will be evaluated based on:

- (i) Project Management Scheduling
- (ii) Launch Pad mission fulfillment
- (iii) SBE participation in the project team (including all subcontractors and teaming partners)

**K.3.5 Proposal Relevant Experience – 25 POINTS**

The Department desires to engage a Contractor with the qualified experience necessary to realize the objectives set forth in the solicitation. Offerors will be evaluated based on:

- (i) Execution of similar work as well as the quality of the work with consideration to timeliness and technical success.
- (ii) Size and complexity of past projects and degree of conformance to government mandates.
- (iii) Past Performance Evaluation Forms provided by Contractor’s past clients ***Attachment C***.
- (iv) Offerors shall provide detailed descriptions of no more than three (3) contracts that best illustrate the firm’s experience and capabilities performing work similar in size and scope and relevant to this project as described in the solicitation. On each project description, please provide all of the following information in consistent order:
  - 1. Name of the client
  - 2. Title and description of the project
  - 3. Contract number
  - 4. Total dollar amount of the contract
  - 5. The contract’s period of performance
  - 6. Name, title, telephone number and email address of the contact person.

#### **K.4 PRESENTATION REQUIREMENTS**

Presentation shall comply with all requirements listed below:

- (i) Presenters shall include at least one (1) representative from each subcontractor and teaming partner;
- (ii) 2) Presenters shall have all materials required to present upon arrival;
- (iii) 3) Presentation shall not exceed five (5) minutes;
- (iv) 4) Presentation breakdown shall include; Brief Introduction, Qualifications & Experience, Project Management Approach, Pricing, and possible District Resident inclusion;
- (v) 5) Presenters shall have a visual presentation (Microsoft PowerPoint) and 20 printed copies of presentation for Judges Panel.
- (vi) 6) Presenters shall prepare for a five (5) minute follow-on questions and answers period with the Judges Panel.

#### **K.5 EVALUATION FACTORS FOR AWARD**

All awards are based on the contractors' submitted proposal, qualifications and presentation. The contract will be awarded to the responsible Offeror(s) whose offer is most advantageous to the District, based upon the evaluation criteria specified below.

***NOTE:** This Contract will be awarded immediately following the final presentation and feedback provided by the Judges Panel.*