

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



**REQUEST FOR PROPOSALS (RFP)**

**Solicitation Number: DCAM-17-NC-0032**

**Telecommunications Tower Site Analysis, Development, License Marketing and Property Management Services**

**Issue Date: February 2, 2017**

**Proposal Due Date: February 27, 2017 by 2:00 p.m.**

**Delivery of Proposals:** Department of General Services  
Contracts & Procurement Division, 8<sup>th</sup> Floor  
Attention: **George G. Lewis, CPPO**  
Interim Associate Director  
Frank D. Reeves Center  
2000 14<sup>th</sup> Street NW  
Washington, DC 20009

**Pre-Proposal Conference: February 7, 2017**  
2000 14<sup>th</sup> Street, NW  
6<sup>th</sup> Floor Conference Room  
Washington, DC 20009

**Contacts: Ulrich Kossekpa**  
Contract Specialist  
Contracts & Procurement Division  
2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor  
Washington, DC 20009  
Phone: 202-671-0560  
Email: [ulrich.kossekpa2@dc.gov](mailto:ulrich.kossekpa2@dc.gov)

## **EXECUTIVE SUMMARY**

The District of Columbia Department of General Services (“DGS” or the “Department”), Contracts and Procurement Division, is issuing this Request for Proposals (“RFP”) to engage a Contractor to provide Telecommunications Tower Site Analysis, Development, License Marketing and Antenna Management Services for the District of Columbia for a base year and up to two (2) one (1) Option Periods.

The District of Columbia’s Department of General Services intends to hire a qualified firm to manage its existing lease/license antenna portfolio, and identify additional revenue opportunities for District owned buildings for license with interested commercial or governmental carriers.

### **A.1 Contractor's Compensation:**

Offerors shall be required to provide an Offer Letter and Price Proposal Form (Attachment A). The Offeror’s compensation shall be a fixed percentage of revenues actually received by the District from monthly license agreement payments from licensees for the following types of agreements:

- New commercial licensing agreements brought to the District and managed by the Consultant.
- Renegotiated commercial licensing agreements brought to the District and managed by the Consultant.

The fee shall be a single fixed percentage. Ranges or any type of fluctuating percentages shall not be accepted. The Fee should include all labor, equipment, manpower and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the scope of services, scope of work or specifications defined in this solicitation for the amounts specified in the Price Proposal Form (Attachment A).

### **A.3 Form of Contract:**

The Form of Contract will be provided as an addendum. Offerors should carefully review the Form of Contract when submitting their proposal. To the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their proposals premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of Contract must be clearly identified and described in their proposal.

### **A.4 TERM OF CONTRACT**

**A.4.1 Base Term:** The base term of the Contract will be for one (1) year from the date of award.

**A.4.2 Option Year(s):** The Department shall have the right to unilaterally extend the term of this agreement for two (2), one (1) year option periods or successive portions thereafter. The Department shall give the Contractor preliminary, written notice of its intent to exercise an option period at least thirty (30) days in advance of the contract expiration. The Contractor may waive the thirty (30) day notice requirement by providing a written waiver to the Contracting Department prior to the expiration of the Contract.

**A.4.3 Option Year Pricing:** In the event the Department exercises its option to extend the term of the Agreement to cover the Option Period(s), the commission rates applicable to such Option Year(s) are set forth in the Bid Form ***Attachment A***.

**A.5 Procurement Schedule:**

The schedule for this procurement is as follows:

- Issue RFP ..... February 2, 2017
- Pre-proposal Conference ..... February 7, 2017
- Last Day for Questions/Clarifications ..... February 14, 2017
- Proposals Due ..... February 27, 2017

**IMPORTANT NOTICE:** Contracts & Procurement will notify bidders 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 frequently visit DGS' Contracts and Procurement website at: <http://dgs.dc.gov/page/dgs-solicitations> to obtain addenda(s) once they have received a copy or downloaded a copy of the solicitation.

**A.6 Selection Criteria**

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

- Past Performance and Experience (20 Points)
- Key Personnel (20 points)
- Project Management Plan (40 points)
- Price (20 points)
- CBE Pre preference points allocable after all other points have been calculated

**A.7 Attachments:**

The following documents are provided as attachments to the RFP:

Attachment A – Bid Form  
Attachment B – Bidder-Offeror Certification Form  
Attachment C – Tax Affidavit  
Attachment D – Service Contract Wage Rates  
Attachment E – Subcontracting Plan Form  
Attachment F – 2017 Living Wage Act Notice and Fact Sheet  
Attachment G – First Source Employment Agreement Form  
Attachment H – Form of Contract (to be provided by Addendum)  
Attachment I – Past Performance Evaluation Form  
Attachment J – Department of General Services Standard Contract Provisions  
Attachment K- EEO Policy Agreement Statement Form

## **SECTION B**

### **SCOPE OF WORK**

#### **BACKGROUND**

The District of Columbia currently manages multiple towers and rooftop license agreements. There are currently over 33 DC public schools and 20 municipal buildings sites where antennas are located. As these agreements expire, the select firm shall renegotiate license agreements with these licensees and/or market these sites to other potential licensees. In addition, the District of Columbia has multiple potential sites and structures that may be suitable for additional licenses.

#### **B.1 SCOPE OF WORK**

The selected firm shall:

- a. Perform an inventory of all District of Columbia sites, including municipal buildings and public school facilities (DCPS Facility), and submit a report on the marketability of the inventoried sites.
- b. Develop a city-wide long-term tower/facilities project management support plan for helping the District of Columbia Government manage its asset. Also develop a support plan for wireless providers and government entities that use District of Columbia public schools for antenna space.
  - (1) Selected firm is responsible for administration and oversight of the installation and maintenance of antenna equipment at District of Columbia sites. With respect to DCPS Facilities, the firm will need to coordinate with DCPS for access to the DCPS Facility for preliminary site review and equipment installation, maintenance and repair.
  - (2) Any installation or proposed marketing of District property for wireless antenna placement must be approved and coordinated with DC Department of General Services (DGS).
  - (3) Licensing of antenna locations on District government property shall include all revenues from such to be paid directly to the DC Treasurer.
- c. Prepare a “Tower Structural Analysis Report” and “Inter-modulation Study” for all of the District’s existing and potential equipment co-location sites. Report shall include capacity and/or wind load concerns for existing towers that may not be suitable for additional co-located equipment, with the following considerations:
  - (1) Public Safety Radio towers are an important part of the District’s long range wireless support goals and shall be carefully reviewed with the Office of Unified Communications (OUC).
  - (2) Development of new tower locations throughout the District shall include coordination with the Office of Unified Communication in order to help provide a more comprehensive radio and cellular coverage pattern to support all District departments.

- d. Market targeted District owned properties, including existing structures and towers, to wireless communications operators. The selected firm shall propose any and all options to include marketing these sites for co-location on existing towers, if technically and structurally feasible, or for the installation of replacement towers on these sites for migration of public safety equipment over to the new tower and/or to have more than one tower on a site.
- e. Provide wireless communication consulting services to structure license agreements of District-owned property for the construction and operation of their facilities and/or co-location of wireless telecommunication companies for equipment and antenna space on District owned towers.
- f. Assist District government in negotiating structured license agreements that shall provide for all capital funding required for developing and/or constructing new sites at no cost to the District.
- g. Coordinate the preparation and review of site construction packages, to include site drawings and specifications.
- h. Coordinate the preparation of architectural/engineering design drawings and provide the District with as-built drawings.
- i. Coordinate with the District Planning Division for zoning variances and special use permits (to include hearings, if necessary).
- j. Coordinate and manage construction of new tower sites in cooperation with the District.
- k. Verify construction is completed pursuant to applicable District requirements and regulations.
- l. Assist the District with negotiation of license agreements, which may require the selected firm to be the sole or primary point of contact for the wireless provider.
- m. Assess radio frequency interference and health and safety engineering prior to each wireless operation installation in cooperation with the District.
- n. Arrange and coordinate access for wireless communications operators to perform alignment, inspection, survey and other architectural/engineering work in cooperation with the DC Department of General Services, Portfolio Division.
- o. Work to resolve licensee problems that arise during the course of the license agreement negotiations. The types of problems which may be encountered could include, but are not limited to: interference issues, payment issues, insurance issues, maintenance issues, or unauthorized changes made by the licensee.
- p. Assist with renewal efforts and any requests for license agreement amendments.
- q. Fulfill the reporting requirement set for in Section B.6. Below

## **B.2 LICENSE AGREEMENTS**

1. The selected firm shall review draft License Agreements with the District and propose agreements for final draft to be utilized by any party wishing to enter into a license agreement to license land and tower space on District owned property and facilities.
2. Using the final License Agreement, the selected firm shall compile and submit a report to the District, detailing the technical information necessary to make a determination as to the feasibility of proposed site/s that minimizes risk and maximizes revenue to the District.
3. Specifically, the selected firm's review of the agreement and subsequent report shall at a minimum address the following:
  - Is there a guarantee that there is no interference to the now current operating system(s) at this location?
  - Are there any guarantees to solving potential interference in a timely manner in 2 hours or less for interference which may affect Public Safety?
  - Is the proposed revenue to be received in line with the fair market value?
  - Is the District maximizing its return (from a wireless perspective), today and in the future, by licensing this site in this manner?
  - How does the site compare to other nearby sites available for the carrier?
  - What level of current coverage do the carriers have in this area?
  - How many co-locators could be likely to locate on the proposed tower?
  - Are the terms of the proposed license agreement in line with market practices, such as escalation, term, and revenue/service sharing?
4. All executed license agreements shall be between the District and the licensee as negotiated by the selected firm.

## **B.3 LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor and all of its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract. Without limiting the generality of the foregoing, all drawings shall be signed and sealed by a professional architect or engineer licensed in the District of Columbia.

#### **B.4 CONFORMANCE WITH LAWS**

It shall be the responsibility of the Contractor to perform under the contract in conformance with the Department's Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies, including but not limited to the Service Contract Act.

#### **B.5 TIME OF ESSENCE**

Time is of the essence with respect to the contract. As such, the Contractor must dedicate such personnel and other resources as are necessary to ensure that the services are completed on-time and in a diligent, skilled, and professional manner.

#### **B.6 DELIVERABLES**

##### **EXISTING LEASE AND LICENSE AGREEMENTS**

<b>DELIVERABLES</b>	<b>TIMELINE DUE DATE</b>
Inventory of all installed antenna, cables, electronic communication equipment material by each licensee	3 months from the date of award
wireless frequency used by each licensee	3 months from the date of award
Discrepancy between lease/license terms and inventory	3 months from the date of award
Status of the leased/licensed site, maintenance, utilities, security	3 months from the date of award
Develop inventory template and update on a regular basis (Monthly)	Submit to the COTR monthly and immediately upon any changes
Perform Intermodulation analysis, identify any risk of interference to District Public Safety Radio system	3 months from the date of award

### **District Owned Towers**

<b>DELIVERABLES</b>	<b>TIMELINE DUE DATE</b>
Perform antenna and cable mapping by Licensee	4 months from the date of award
Tower structural engineering analysis report	4 months from the date of award
Prepare a budget and submit a plan for strengthening the tower if necessary	4 months from the date of award

### **Developing a marketing, information and communication plan for all potential DGS locations for license to potential Wireless licenses**

<b>DELIVERABLE</b>	<b>TIMELINE DUE DATE</b>
Gather and document all building and tower assets and available DGS buildings that can be used in the program	6 months from the date of award
Submit a report of all such assets	6 months from the date of award
Conduct meetings with potential licensees and submit to DGS blanket license agreements	2 months from the date of award
Propose and submit proposed pricing per location/site	6 months from the date of award
Develop internet portal with complete information for DGS potential sites for license	6 months from the date of award
Develop a standard form for licensees to submit colocation requests	Submit as requested
Develop a standard process for license approvals	2 months from date of award

### **Management of existing leases/licenses**

<b>DELIVERABLES</b>	<b>TIMELINE DUE DATE</b>
Monthly reports of revenue and leased/licensed assets	Submit to the COTR monthly and immediately upon any changes
Monthly project status reports regarding progress and issue resolutions	Submit to the COTR monthly and immediately upon any changes Monthly (by the 10 <sup>th</sup> day)
Conduct scheduled Meetings as well as calls or meeting as required	Day to Day Operation
Develop a MOA with District agencies, OUC, DGS, and OCTO for managing access	Submit as requested
Develop a process for existing licensees proposals regarding changes of equipment or antennas	Day to Day Operation



## **SECTION C ECONOMIC INCLUSION**

### **C.1 PREFERENCE FOR SMALL, LOCAL, AND DISADVANTAGED BUSINESS ENTERPRISES:**

**General:** Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Offerors that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, or being a local business enterprise with its principal office located in an enterprise zone. (A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.) In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror's proposal:

- (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 (CBE) shall be entitled to any and all of the preferences provided in this section, but in no case shall a CBE be entitled to a reduction in price of more than twelve (12) percent.

### **C.2 DSLBD PARTICIPATION**

#### **C.2.1 MANDATORY SUBCONTRACTING REQUIREMENT.**

**C.2.1.1** The subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any Certified Business Enterprises (CBEs) provided however, that the costs of materials, goods, and supplies shall not be counted towards the subcontracting requirement unless such materials, goods, and supplies are purchased from certified small business enterprises. Offerors shall submit the Subcontracting Plan Form included as Attachment H.

**C.2.1.2** A prime contractor which is certified as a Small Business Enterprise shall not be required to comply with the provisions of section C.2.1.1.

**C.2.1.3** Neither the Contractor or a Subcontractor may remove a Subcontractor or tier-Subcontractor if such Subcontractor or tier-Subcontractor is certified as a Local, Small or Disadvantaged Business Enterprise (LSDBE) unless the Department approves of such removal. The Department may condition its approval upon the Contractor developing a plan that is, in the Department's sole and absolute judgment, adequate to maintain the level of DSLBD participation on the Project as required under this Contract.

**C.2.1.4** A list of Certified Business Enterprises can be found on the District of Columbia, Department of Small and Local Business Development website at <http://dslbd.dc.gov/DC/DSLBD>, click on "Doing Business in the District", click on "Find CBE Certified Contractors."

### **C.3 RESIDENCY HIRING REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS:**

**C.3.1** At least fifty-one percent (51%) of the Offeror's team and every sub-consultant's employees hired after the Offeror enters into a contract with the Department, or after such sub-consultant enters into a contract with the Offeror, to work on this Project, shall be residents of the District of Columbia.

**C.3.2** Upon execution of the contract, the Offeror and all of its member firms, if any, and each of its subcontractors and sub-consultants shall submit to the Department a list of current employees that will be assigned to the Project, the date that they were hired and whether or not they live in the District of Columbia.

**C.3.3** The Offeror shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, including but not limited to the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011, and the rules and regulations promulgated thereunder. The Offeror and all member firms, subcontractors, tier subcontractors, sub-consultants, and suppliers with contracts in the amount of \$300,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement Attachment J 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 10<sup>th</sup> of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in a 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.

## **SECTION D EVALUATION AND AWARD CRITERIA**

### **D.1 EVALUATION PROCESS**

Department will evaluate submissions and any best and final offers in accordance with the provisions of this **Section D** and the Department's Procurement Regulations.

### **D.2 EVALUATION COMMITTEE**

Each submission 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. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official 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 30 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 60 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 3 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 PROPOSAL EVALUATION**

Each proposal will be scored on a scale of 1 to 100 points. In addition, Offerors will be eligible to receive up to 12 preference points as described in **Section C.1** of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 112.

##### **D.4.1 Experience and References (20 points)**

The Department desires to engage Contractor(s) with the experience necessary to realize the objectives set forth in Section B of this RFP. Offerors shall demonstrate their qualifications and technical competence necessary to perform the work as described in Section B of this RFP. Further, Offerors shall submit detailed descriptions of projects which best describe the Offerors' experience with Telecommunications Tower Site Analysis, Development, License Marketing and Property Management Services for Government Contracts. 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. Offerors shall return for references at least three (3) completed Past Performance Evaluation Forms (Attachment I) for the project detailed above to [ulrich.kossekp2@dc.gov](mailto:ulrich.kossekp2@dc.gov)

Offerors will be evaluated on the basis of their Past Performance and Experience as listed below:

i. Offerors must describe an understanding of how to evaluate Telecommunications Tower Site Analysis, Development, License Marketing and Property Management Services for Government Contracts;

ii. Offerors shall provide at a minimum the following verifiable information for references that can attest to the successful completion of the Telecommunications Tower Site Analysis, Development, License Marketing and Property Management Services for each project named:

1. Project name and location;
2. Name, address, contact person, and telephone number of reference contact;
3. Description of the work performed by the Offeror;
4. Period of performance; and
5. Identification of Offeror's personnel involved who are proposed as key personnel for this RFP
6. The dollar value per year

#### **D.4.2 Key Personnel (20 Points)**

The capability and capacity of Offerors' Key Personnel will be evaluated on the following criteria:

- i. Education, experience and qualifications of dedicated personnel;
- ii. Appropriateness of personnel time commitments to perform tasks outlined in the project scope; and
- iii. Sufficiency of personnel allocated to all phases of the project.

#### **D.4.3 Project Management Support Plan (40 Points)**

Offerors Management Plans will be evaluated based on the following criteria:

- i. Delineation of the roles and responsibilities of key team members relative to project scope;
- ii. Provide a brief description of the firm's approach to the project.
- iii. Provide Copies of proper basic documents to be used in contract performance such as solicitations, license agreements.

#### **D.4.4 Price (Maximum 20 Points)**

Offerors will be required to bid in Attachment A, Fee Schedule. The Fee shall be a fixed percentage of revenues actually received by the District from monthly license agreement payments from tenants for the following types of agreements:

- (1) New commercial licensing agreements brought to the District and managed by the Consultant.
- (2) Renegotiated commercial licensing agreements managed by the Consultant.

The fee shall be a single fixed percentage. Ranges or any type of fluctuating percentages shall not be accepted for the base period and two (2) option years. This element of the evaluation will be worth up to twenty (20) points.

## **SECTION E PROPOSAL ORGANIZATION AND SUBMISSION**

### **E.1 PROPOSAL IDENTIFICATION:**

Offerors shall submit one (1) original and three (3) hard copies for each Technical and Price proposals. The Offeror's Technical and Price Proposal submission shall be placed in **separate** three –ring binders, in sealed envelopes conspicuously marked:

- DCAM-17-NC-0032 Technical Proposal for Telecommunications Tower Site Analysis, Development, License Marketing and Property Management Services”
- DCAM-17-NC-0032 Price Proposal for Telecommunications Tower Site Analysis, Development, License Marketing and Property Management Services”

**Offerors shall submit one (1) USB Flash Drive to include the Bid Form (Attachment B) in MS Excel format only, and the Technical proposal.**

**NOTE:** DGS will not accept any material deviations between the hard copy and USB Flash Drive documents. Any deviations shall be sufficient to render the proposal non-responsive and subject to exclusion from further evaluation in consideration of award.

### **E.2 DELIVERY AND MAILING OF PROPOSAL:**

Submissions shall be delivered or mailed to:

Department of General Services  
Attn: **George G. Lewis, CPPO**  
Interim Associate Director, C&P  
2000 14<sup>th</sup> Street, NW 8<sup>th</sup> Floor  
Washington, D.C. 20009  
Phone: (202) 727-2800

### **E.3 DATE AND TIME FOR RECEIVING PROPOSALS:**

Submissions shall be received no later than 2:00 p.m. local time on **February 27, 2017**. The Offeror assumes the sole responsibility for timely delivery of its submission, regardless of the method of delivery.

### **E.4 PROPOSAL SIZE, ORGANIZATION AND OFFEROR QUALIFICATIONS:**

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

#### **E.4.1 Price Proposal Binder(s):**

##### **E.4.1.1 Bid Form**

Each Offeror shall submit the bid form *Attachment A* using MS Excel only, without any material deviations of *Attachment A* – Bid Form in the opinion of the Department, from the bid form provided by the Department as *Attachment A* shall be sufficient to render the proposal non-responsive and subject to exclusion from further evaluation in consideration of award.

##### **E.4.1.2 Bidder/Offeror Certification Form**

Each Offeror shall submit a Bidder/Offeror Certification Form substantially in the form of *Attachment B*.

##### **E.4.1.3 Tax Certification Affidavit**

Each Offeror shall submit a Tax Certification Affidavit from *Attachment C* completed in typed format only, dated and signed.

##### **E.4.1.4 SBE Subcontracting Plan**

Each Offeror shall submit a SBE Subcontracting Plan Form substantially in the form of *Attachment E* in typed format only. **NOTE:** Offerors are required to indicate in the spaces provided whether or not they intended to subcontract any portion of the proposed contract.

##### **E.4.1.5 First Source Employment Agreement**

Each Offeror shall submit a First Source Employment Agreement substantially in the form of *Attachment G*.

##### **E.4.1.6 DSLBD Certification Letter**

Each Offeror shall present verification of current DSLBD Certification.

##### **E.4.1.7 EEO Policy Statement Agreement**

Each Offeror shall submit an EEO Policy Statement Agreement substantially in the form of *Attachment K* in typed format only.

## **E.4.2 Technical Proposal Binder(s):**

### **E.4.2.1 Executive Summary**

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

- (a) Name(s), address(es), and role(s) of each firm (including all sub-contractors)
- (b) Firm profile(s), including:
  - 1. Age
  - 2. Firm history(ies)
  - 3. Firm size(s)
  - 4. Areas of specialty/concentration
  - 5. Current firm workload(s) projected over the next year
  - 6. Provide a list of any contracts held by the Offeror where the contract was terminated (either for default or convenience). This list shall also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.
- (c) Description of the team organization and personal qualifications of key staff, including:
  - i. Identification of the single point of contact for the Offeror.
  - ii. Resumes for each key participant on the team, including definition of that person's role, relevant project experience, and current workload over the next two years.
  - iii. Relevant certifications, publications, past clients, prior transactions, including square footage, type and volume.

### **E.4.2.2 Experience and References (20 Points)**

Each Offeror should submit a response that addresses the requirements of **Section D.4.1** of this RFP.

### **E.4.2.3 Key Personnel (20 Points)**

Each Offeror should submit a response that addresses the requirements of **Section D. 4.2** of this RFP.

### **E.4.2.4 Project Management Plan (40 Points)**

Each Offeror should submit a response that addresses the requirements of **Section D.4.3** of this RFP.

### **E.4.2.1 Price (20 Points)**

The Offeror shall submit cost information consistent with the requirements delineated in **Section D.4.3.**



## **SECTION F**

### **BIDDING PROCEDURES & PROTESTS**

#### **F.1 CONTACT PERSON:**

For information regarding this RFP please contact:

Ulrich Kossekpa  
Contract Specialist  
Contracts & Procurement Division  
2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor  
Washington, DC 20009  
Phone: 202-671-0560  
Email: [ulrich.kossekpa2@dc.gov](mailto:ulrich.kossekpa2@dc.gov)

#### **F.2 PRE-PROPOSAL CONFERENCE:**

A pre-proposal conference will be held at 11:00 am on February 7, 2017 at the Reeves Building in the 6<sup>th</sup> Floor Conference Room. Interested Offerors are encouraged to attend.

#### **F.3 EXPLANATIONS TO PROSPECTIVE OFFERORS:**

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

Requests shall be directed to Ulrich Kossekpa at the email address listed in Section F.1 no later than the February 22, 2017. The person making the request shall be responsible for prompt delivery.

#### **F.4 PROTESTS:**

Any Proposer, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation, which are apparent at the time set for receipt of initial proposals, shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be

protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350 N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer listed in this document.

This section is intended to summarize the Proposal protest procedures and is for the convenience of the Offerors only. To the extent any provision of this section is inconsistent with the Procurement Regulations; the more stringent provisions shall prevail.

#### **F.5 RETENTION OF PROPOSALS:**

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

#### **F.6 EXAMINATION OF PROPOSALS:**

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

#### **F.7 LATE PROPOSALS AND MODIFICATIONS:**

The following shall apply to proposals received in response to the RFP:

- (a) Any Proposal or best and final offer received at the Department designated in this RFP after the exact time specified for receipt shall not be considered.
- (b) Any modification of a Proposal, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in F.7(a) stated above.
- (c) The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the Proposal wrapper or other documentary evidence of receipt maintained by the installation.
- (d) Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful Proposal which makes its terms more favorable to the DGS may be considered at any time it is received and may be accepted.
- (e) Proposals shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of Proposals.

#### **F.8 NO COMPENSATION FOR PREPARATION OF PROPOSALS**

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

## **F.9 REJECTION OF PROPOSALS:**

The Department reserves the right, in its sole discretion:

- (a) To cancel this solicitation or reject all Proposals;
- (b) To reject Proposals that fail to prove the Offeror's responsibility;
- (c) To reject Proposals that contain conditions and/or contingencies that in the Department's sole judgment, make the Proposal indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award;
- (d) To waive minor irregularities in any Proposal provided such waiver does not result in an unfair advantage to any Offeror;
- (e) To take any other action within the applicable Procurement Regulations or law;
- (f) To reject the Proposal of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such Proposal or this Request for Proposals.

## **F.10 LIMITATION OF AUTHORITY:**

Only a person with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

## **F.11 CONTRACT AWARD:**

This procurement is being conducted in accordance with the provisions of Section 4712 of the Department's Procurement Regulations (27 DCMR § 4716).

## **F.12 NON-RESPONSIVE PRICING**

**A. Pricing.** In general, the Department will consider a proposal non-responsive if Offeror's price is greater than 150% of the median price submitted by other Offerors. The Department reserves the right to deem a proposal non-responsive if Offeror's price is greater than 150% of the independent government estimate. In addition, as stated in *Section E.1* material deviations of *Attachment A* – Bid Form in the opinion of the Department, from the bid form provided by the Department as *Attachment A* shall be sufficient to render the proposal non-responsive and subject to exclusion from further evaluation in consideration of award.

**B. Certification.** The Department may consider a proposal non-responsive if the Offeror fails to properly complete or provides inaccurate information on the Offeror's Certification Form (*Attachment B*).

**C. Exceptions.** The Department may consider a proposal non-responsive if the Offeror identifies any changes or exceptions to the Standard Contract Provisions, Form of Contract, and Letter Contract.

**D. Core Competency.** The Department may consider a proposal 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 G INSURANCE REQUIREMENTS**

### **G.1 REQUIRED INSURANCE:**

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

- G.1.1** Commercial general public liability insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than One Million Dollars (\$1,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and One Million Dollars (\$1,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage. The Contractor will be required to maintain this coverage in force for a period of at least two years after substantial completion.
- G.1.2** Workers’ compensation and Employers Liability coverage providing statutory benefits for all persons employed by the contractor, or its contractors and subcontractors at or in connection with the Work.
- G.1.3** Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least Five Hundred Thousand Dollars (\$500,000) for each occurrence for bodily injury and property damage.
- G.1.4** Excess umbrella liability coverage (on at least a follow form basis) and when combined with the general liability policy has an aggregate limit of at least Two Million Dollars (\$2,000,000).

### **G.2 ADDITIONAL INSURED:**

Each insurance policy shall be issued in the name of the contractor and shall name as additional insured parties the Department and the District of Columbia and shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

### **G.3 WAIVER OF SUBROGATION:**

All such insurance shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

### **G.4 STRENGTH OF INSURER:**

All insurance shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best’s rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed/approved to do business in the District of Columbia.