

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



REQUEST FOR PROPOSALS

Solicitation Number: DCAM-19-CS-RFP-0075

February 27, 2019

Roof Management Program

Pre-Proposal Conference: **March 6, 2019 at 1:00 p.m.**
DC Department of General Services
1250 U Street, NW, 3rd Floor
Adams Morgan Conference Room
Washington, DC 20009

Last Day for Questions: **March 11, 2019 at 2:00 p.m.**

Proposal Due Date: **March 22, 2019 at 2:00 p.m.**

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SECTION A EXECUTIVE SUMMARY

The District of Columbia (“District”) Department of General Services (the “Department” or “DGS”) is responsible for the day-to-day management of roofs for all DGS facilities. DGS has approximately 12.6 million square feet of roofs in its portfolio and thereby issuing this Request for Proposals (“RFP”) to engage a consultant (“Consultant”) to implement a roof management program to ensure that District properties’ roofs are properly maintained and managed for the purpose of increasing asset life and thereby decreasing capital costs, preventing leaks, remedying leaks promptly and timely, facilitating the use of roof spaces to ensure environmental efficiency, and reducing stormwater run-off. At a minimum, the selected Consultant shall: (i) visually inspect all of the roof sections at least once a year; (ii) manage the leak response center as well as dispatch, manage and supervise roofing contractors in connection with roof leaks; (iii) design and provide construction administration for roof rehabilitation and re-roofing projects, and (iv) provide oversight of roof design and construction for major renovation and new construction projects.

In addition, the selected Consultant shall support DGS and its Energy and Sustainability Division (“DGS SE”) in connection with that Division’s mission to reduce energy consumption and to minimize the impact on the environment. As part of this effort, the roofs should be managed to reduce energy usage in DGS facilities through energy conservation, provide a platform for renewable energy production, and the mitigation of stormwater and urban heat island effects through an integrated roof management program. DGS has invested more than \$2 million in green roof construction, roof restoration and re-roofing projects using Energy Star certified roofing membranes, insulation upgrades and related projects. The Consultant shall support these initiatives as requested by DGS through the tasks outlined in this RFP which will be included in the roof management program.

The estimated total roof area by the Department, per each portfolio, is as follows:

Portfolio	# of Bldgs.	Total Area (SF)
DCPS	128	6,560,000
DGS Municipal	109	3,490,000
DHS	17	140,000
DMPED	6	260,000
DPR	80	1,130,000
FEMS	38	360,000
MPD	31	710,000
Totals	409	12,650,000

A.1 Contract Term and Fee Structure

The Contract period shall consist of one (1) base year with four (4) one (1) year option periods. Option periods will be exercised at the Department's discretion. The Contract resulting from this RFP will be a firm fixed price contract with a cost reimbursable component. Please see **Attachment A**, Offer Letter and Bid Form. The firm fixed price elements are described in Part A of Attachment A and include those elements of the requirements that are well-defined. The cost reimbursement component is described in Part B Attachment A (Bid Form) and includes hourly rates for staff required to perform among other elements the capital roof system requirements. Offerors ("Offeror(s)") shall submit with their proposals ("Proposals") an Offer Letter and Bid Form as set forth in **Attachment A** of this RFP.

A.2 Form of Contract

The Form of Contract ("Contract" or "Agreement") will be issued by addendum. Offerors should carefully review the Form of Contract when submitting their Proposals. 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 clearly identify and describe in their Proposals any requested changes. A Proposal that fails to specifically identify and describe the requested changes shall be deemed non-responsive.

A.3 Economic Inclusion

The Department requires that Local, Small and Disadvantaged Business Enterprises ("LSBDE") participate in this Project as fully described in **Section C** of this RFP.

In addition to LSBDE participation as described in **Section C** of the RFP, the Department requires that the District residents participate in the Project to the greatest extent possible.

A.4 Selection Criteria

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

- Technical Expertise and Experience (25 points)
- Past Performance and References (20 Points)
- Key Personnel (15 points)
- Management Plan (15 points)
- Price (25 points)
- Certified Business Enterprise ("CBE") Preference Points (12 points)

A.5 Organizational Conflict of Interest / Objectivity Relevant Experience

DGS is seeking to engage a Consultant to provide portfolio level management over DGS'

roof assets. As part of this effort, the Consultant shall assist in managing and supervising the various roofing contractors and design consultants that will implement the work. As such, the Consultant must demonstrate that there is no conflict of interest in the provision of this service. Specifically, the roof management Consultant shall certify that neither it, nor any affiliated company or individual receives any compensation either directly or indirectly through the sale of roofing materials or products, or through the provision of roof construction and operations services. Affiliated companies or individuals include parent company, subsidiary, companies with common ownership, officers or principal owners of the Consultant, or similar arrangements.

A.6 Procurement Schedule

The schedule for this procurement is as follows:

- Issue RFP - February 27, 2019
- Pre-proposal Conference - March 6, 2019 at 1:00 p.m.
- Last Day for Questions/Clarifications - March 11, 2019 at 2 p.m.
- Proposals Due Date - March 22, 2019 at 2:00 p.m.
- Notice of Award - on or about April 4, 2019

A.7 RFP Documents

The documents included in this RFP consist of this RFP in all of its parts, all addenda, attachments and exhibits contained or identified in the RFP's sections (collectively the "RFP Documents"). Each Offeror shall review the RFP Documents and provide questions or requests for clarification, including but not limited to terms that it considers to be ambiguous or to which it takes exception. Such questions or requests for clarification shall be submitted to the Department's POC within the time specified in **Section F, Section F.1** of this RFP. The Department will review all questions and/ or requests for clarification received and, if it deems appropriate, in its sole discretion, may modify the RFP Documents through an addenda. Offerors shall base their Proposals on the terms and conditions of the RFP Documents included in the latest issued addenda.

Attachments to this RFP include the following:

- Attachment A – Form of Offer Letter and Bid Form (to be issued by an addendum)
- Attachment B – Conflict of Interest Disclosure Statement
- Attachment C – Tax Affidavit
- Attachment D – Services Contract Act Wage Rates
- Attachment E – 2019 Living Wage Fact Sheet
- Attachment F – 2019 Living Wage Notice
- Attachment G1 – DGS Standard Contract Provision (Supplies and Services)
- Attachment G2 – DGS Standard Contract Provision (Architectural & Engineering Services)
- Attachment H – SBE Subcontracting Plan

Attachment I – First Source Agreement and First Source Employment Plan
Attachment J – Past Performance Evaluation Form
Attachment K – Release of Lien Forms
Attachment L – Bidder Offer’s Certification Form
Attachment M – EEO Policy Statement
Attachment N – Form of Contract (To be issued by an Addendum)
Attachment O – Notice to Proceed/Letter Contract (to be issued by an addendum)

A.8. Obligation to Meet All of the Requirements of the RFP Documents

If awarded the Contract, the Offeror will be obligated to meet all of the requirements of the RFP Documents within the Contract.

A.8.1 Offeror’s Pre-Proposals Responsibilities and Representations

Each Offeror shall be solely responsible for examining the RFP Documents, including any addenda issued to the RFP, and any and all conditions which may in any way affect the Offeror’s Proposal or the performance of the work on the project, including but not limited to:

- a) Examine and carefully study the RFP Documents, including any addenda and other information or data identified in all of the RFP Documents;
- b) Address all potential impacts with third parties and ensure all such impacts have been included in the Offeror’s proposal;
- c) Become familiar with and aware of all federal, state, and local laws and regulations that may affect the cost, progress, or performance of its work on the project;
- d) Determine that the RFP Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of Offeror’s work on the project; and
- e) Notify the Department in writing of all conflicts, errors, ambiguities, or discrepancies that Offeror discovers in the RFP documents.

Any failure to fulfill these responsibilities is at the Offeror’s sole risk and no relief will be provided by the Department.

SECTION B SCOPE OF WORK

The following roof areas and types of roofs are the basis of the scope of work and pricing for this RFP which also represents the estimated total roof area:

Department	# of Bldgs	Low Slope (Sq. Ft.)	Steep Slope (Sq. Ft.)	Total Area
DCPS	128	5,580,000	980,000	6,560,000
DGS Municipal	109	3,150,000	340,000	3,490,000
DHS	17	50,000	90,000	140,000
DMPED	6	170,000	90,000	260,000
DPR	80	810,000	320,000	1,130,000
FEMS	38	260,000	100,000	360,000
MPD	31	650,000	60,000	710,000
Totals	409	10,670,000	1,980,000	12,650,000

The Consultant shall furnish all materials, labor, development support, safety equipment, and access equipment including any ladders and lift equipment required to provide the roof management program described below.

B.1 Operation and Maintenance of Roof Systems

The Consultant shall provide consulting, maintenance, and management services to manage the day-to-day operations of all DGS roofs as described in detail below including at a minimum the following:

B.1.1 Roof Surveys and Assessment

The Consultant shall provide a visual on-the-roof survey of all DGS facilities listed in the scope of work of this RFP. The surveys shall be performed by the Consultant with the purpose of developing a comprehensive roof condition database for all roofs included in the existing DGS facilities such that each roof is surveyed on a yearly basis. The Consultant must procure any equipment (e.g. ladders, lifts) as needed to perform roof surveys. The Consultant shall take core cut samples of all low slope roof systems to determine the components of the entire system including membrane, vapor barrier, insulation, roof deck material, and any other components. All cores shall be repaired according to manufacturer specifications at the completion of the core sample process.

Each survey will include survey-grade global positioning system (“GPS”) data for every individual roof component and feature along with photographs for all roof perimeters, drains, major equipment, and deficiencies. The survey shall provide a roof inventory for existing conditions to include the following:

1. Provide field measure and record dimensions of roof areas, and locate all roof penetrations and other significant roof features;
2. Take core-cuts of each individual low-slope roof section to verify the roof assembly in place. Locate core(s) on roof plan for future identification. Permanently patch core on the same day as core cut using standard industry practice as provided by the roof system manufacturer and/or the National Roofing Contractors Association (“NRCA”) as appropriate for the roof system;
3. Closely visually inspect the roof system components in order to assess roof condition including field membrane, wall flashings, projection/penetration flashings, counter-flashings, parapet coping caps, sheet metal, drainage, drainage devices, signs and location of leakage, potential leakage, masonry parapets, and other adjacent roof conditions that may affect the watertight integrity of the building;
4. Photograph roof field, details and existing defects for documentation and future reference. Electronically link all photos to inventory, condition, defect and field of roof items in the system database;
5. Mark deficiencies on the roof and document their location on the roof plan by action code and action code legend;
6. Inventory and photograph heating, ventilating, and air conditioning (HVAC) equipment showing manufacturer labels; and
7. All information gathered shall be entered into a roof management database. The data shall be web-based and available to DGS for unlimited use by multiple users with a user access code and password.

B.1.2 Condition Assessment Report

For each building, a Condition Assessment Report (“CAR”) shall capture the following:

1. Roof synopsis of findings in single page summary form;
2. Roof maintenance, repairs and replacement recommendations for a ten (10) year period;
3. Include estimated remaining service life (“ERSL”) and recommended replacement date that is outside of the 10 year plan period for all roofs surveyed;
4. Options for roof restoration in lieu of roof replacement at the end of ERS�;
5. A 10 year budget for the total cost of ownership including roof maintenance, repairs restoration and/or replacement over a 10 year planning period;
6. Roof system information documenting existing roof assembly;
7. Testing Results - as appropriate (i.e., asbestos testing, moisture testing);
8. Roof condition index evaluation documenting the condition and rate the condition/status of the following:
 - i. Quality of original construction and subsequent maintenance
 - ii. Leak and leak damage

- iii. Roof field membrane
 - iv. Perimeter flashings
 - v. Projection flashings
 - vi. Sheet metal components
 - vii. Drainage
 - viii. ERSL
9. Miscellaneous (parapet walls, mechanical equipment, etc.). A narrative and recommended course(s) of action(s) to help analyze the roofing situation in conjunction with both short-term and long-range needs and objectives and a brief summary of work for any roof that is recommended for replacement during the five (5) year planning period;
 10. Photographs and a photograph log depicting detailing conditions found with a label as to what the photo is identifying. The photos shall be digital photos, and their location designated on the roof plan. The photos shall be available in the online database system described herein;
 11. An online interactive roof plan showing all roof boundaries, rooftop equipment and projections/penetrations, drain locations, as well as survey information such as slope direction, areas of significant ponding water, photo locations, and action codes as to any repairs that are recommended. The roof plan shall include a legend identifying all roof components, recommended repairs, core sample locations, etc.; and
 12. Post-Assessment Roof Repair Management. At the direction of DGS, the Consultant shall manage the “DGS on-call roofing contractors” that are dispatched to repair defects noted during the survey process, and shall provide quality assurance to ensure that permanent repairs are performed correctly and in a timely manner.

B.1.3 Annual Preventive Maintenance (Flat and Low Slope Roofs)

The Consultant shall manage the annual preventive maintenance for DGS roofs. The Consultant shall provide annual (once per year) preventive maintenance inspections and manage minor repair work as performed by other selected contractors, on all low slope roof sections. At a minimum, the preventive maintenance scope shall include the following:

1. Inspect all roof surface, drains, scuppers, gutters, downspouts and other roof components;
2. Identify debris, clogs and other foreign materials to be removed, including but not limited to any growing plants, construction materials and other abandoned materials;
3. Test all drainage system components to confirm proper operation;
4. Identify and make recommendations on preventative maintenance, including:
 - i. Inspect, identify and record minor roof defects as necessary (splits, tears, holes, etc.);
 - ii. Identify and record where reseal is necessary around roof penetrations, equipment curbs, skylights, miscellaneous flashings, etc.;
 - iii. Recommend products that are compatible with existing roof systems;
 - iv. Identify and records any loose or disconnected metal work (flashings, counter-flashings, gutters and downspouts) and any required seal for water and air intrusion and check for proper fit and water-tightness during the inspection process;

- v. Locate, photograph and report conditions that require permanent repair methods;
- vi. Report to DGS any conditions that are health and/or safety related;
- vii. Report to DGS the accumulation of foreign or contaminated material; and
- viii. Upload findings in DGS' system of record for capturing work order requests. Currently, DGS utilizes Salesforce for this purpose.

At the direction of DGS, the Consultant shall manage the “DGS on-call roofing contractors” that are dispatched to address any items identified during the annual preventive maintenance and repair activities and shall provide quality assurance to ensure that repairs are performed correctly and in a timely manner.

The Consultant shall photograph and record all preventative maintenance and repair activities, the date performed, before and after photos and include all information in the roof information database required as part of the Contract.

The Consultant shall manage the repair work as conducted by other contractors but in no event will such repair be provided or conducted by the Consultant.

B.1.4 Preventive Maintenance Checklists

The Consultant shall develop preventive maintenance plans for each roof section included in the Contract and provide for quick generation of checklists and visual instruction materials as part of the roof information database to be provided as part of the Contract. The plans shall be tied to the specific inventory items on that roof section so the checklist could be utilized as a “work order” and used by DGS employees or contractors.

B.1.5 24/7 Leak Response Call Center

The Consultant shall provide a phone and email-based call center for DGS to utilize for leak calls and other roof-related emergencies to include dispatch of contractors and verification of requirements and work completed. This call center shall provide an integrated process to assess roof-related problems; select and dispatch a qualified contractor to perform temporary and permanent repairs; document completed work and provide quality control/quality assurance; and maintain current information in the DGS roof asset management database.

Specifically, the Consultant shall provide a 24/7 call center for roof-related emergencies that provides both phone and/or email-based access for DGS staff and approved District of Columbia Public Schools (“DCPS”) staff to report roof-related emergencies. The Consultant shall provide subject matter expertise to draft technical scopes to address roof leaks repairs. DGS shall procure qualified and approved roofing contractors to perform such repairs. The Consultant shall provide weekly and monthly reporting on the status of all reported roof issues and coordinates quality control and invoice review/approval for DGS.

As part of the roof top quality assurance under B.1.5, the roof Consultant shall inspect repair work to ensure that the correct permanent repair methods are used in a timely manner. If

repairs are not up to quality standards, the Consultant shall create a report noting deficiencies and directing the roofing contractors to make the proper repairs, and require photo audits from the contractors to document corrected repairs.

B.1.6 Green Roof Maintenance

DGS has 38 existing vegetative (green) roofs in its current inventory comprising approximately 420,000 SF of combined roof area. In addition, DGS is installing approximately four (4) additional green roofs comprising an additional 60,000 SF of combined roof area in 2019. The new green roofs will have a plant warranty which includes the maintenance for four (4) years. These roofs offer benefits in terms of energy performance and storm water retention. These roofs also require a higher level of maintenance than more traditional roofs, both to preserve the vegetative systems and also to protect and extend the life of the underlying roof.

The Consultant shall provide green roof maintenance as part of the Contract to include four (4) annual visits to each roof (once per quarter). The Consultant's scope for green roof maintenance and repair will include: a) the requirements outlined under **Section B.1.3** and b) documenting observations specific to green roof including cleaning all drainage systems, debris removal, weeding and pruning of existing roof systems, install new planting as required for any dead or bare areas. All work shall be documented and included in the roof management database.

B.1.7 Steep Slope Roof Inspections and Maintenance

The Department has responsibility for maintenance and repair of all District owned roofs. Steep sloped roofs are all roofs over 4:12 pitch. The Consultant shall provide a detailed assessment of these steep sloped roof systems and develop a plan for maintenance and improvement to increase the safety, longevity and performance of these historic roof assets. For the steep slope roofs, the Consultant shall also provide the same services outlined under **Section B.1.3** in addition to the specific requirements associated with steep sloped roofs discussed under this section. The Consultant shall provide lift equipment and safety equipment to access these roofs for inspection. Permanent fall-protection anchors are not installed or available on these roofs at the present time. The Consultant shall follow all required industry safety standards while performing this task.

B.1.8 Moisture Analysis

The Consultant shall provide moisture detection using non-destructive techniques that are appropriate for the roof system. This shall include, but not limited to:

1. Infrared scans, handheld and aerial;
2. Nuclear roof moisture surveys;
3. Capacitance testing using hand-held and /or walk behind equipment; and
4. Vector mapping using low voltage, high voltage and hybrid.

The Consultant shall provide a summary of its approach to each of these methods including the limitations inherent in each approach, safety considerations, and positive verification of moisture

during and after the non-destructive testing process. The Consultant shall provide a listing of:

1. Equipment owned and used for moisture testing;
2. A summary of project experience using various methods of moisture testing; and
3. Credentials of the Consultant's staff including training, experience and certifications.

B.2 Capital Requirements for Roof Systems

The Consultant shall provide consulting and management services to support the annual capital projects for all DGS roofs. Specific tasks are defined in the following sections.

B.2.1 Design, Specification and Bid Package Preparation

The Consultant shall provide the following services for those roofs determined by the Consultant and DGS to require re-roofing, green roof installation and/or roof restoration/rehabilitation:

1. Conduct a field investigation to gather needed roof construction information, details, etc. for the preparation of roof specifications and detail drawings;
2. Evaluate design criteria for roof system selection and specifications. The Consultant shall prepare and submit a design review summary to DGS. The Consultant shall review the design review summary with DGS with system recommendation and the merits and shortcomings of each option or product. Where possible, proposed equivalent products should also be specified;
3. Prepare specifications, detail drawings, and roof plan(s) based on the alternative selected, including structural analysis and capacity for installation of recommended/desired roofing. The roof plans and details shall be in sufficient detail to provide to bidding contractors to assure complete and comprehensive roof design;
4. Work with DGS to assemble instructions to bidders, proposal bid forms, general and special conditions, technical specifications, roof plans, and details for use as bid documents.
5. Provide preliminary bid documents to DGS for review. The Consultant shall gain approval from the selected roof membrane manufacturer(s), assuring that the specification of the roofing system will qualify for the manufacturer's warranty; and
6. Develop an independent government estimate (IGE) for each roofing project based on needs, proposed plans and specifications.

B.2.2 Roof Top Quality Assurance

The Consultant shall provide the following services as agreed with DGS during the construction phase of roof restoration, re-roofing and green roof installation.

B.2.2.1 Project Administration. If requested, the Consultant shall provide the following administration services:

1. Schedule and conduct a preconstruction meeting with the selected roofing contractors to reinforce all project criteria and requirements. The Consultant shall respond to questions

- and issue meeting minutes;
2. Receive from the roofing contractors, and review, all shop drawings, product data, samples, and other submittals; coordinate them with information contained in the contract documents and approve or reject the same;
 3. Observe the work by providing regular site visits to all roofing projects as agreed to by DGS. Records the progress of the work and submit written progress reports to DGS. Documentation shall include filed reports and photographs;
 4. Provide clarifications in writing to any roofing contractors requiring interpretation of the intent of the drawings and specifications. Assist in the resolution of issues that may arise;
 5. Perform a safety audit to review the roofing contractors' safety procedures and verify that the project is being managed in a safe manner as required by Occupational Safety and Health Administration ("OSHA") regulations, DGS's safety requirements, and other safety practices mandated by the contract documents. Prepare a report of observations, including photographic documentation when necessary;
 6. Review the applications for payment as submitted by roofing contractors, and approve or reject such applications in whole or in part and forward to DGS for final approval/payment; maintain records of all such applications and approvals;
 7. Recommend necessary or desirable changes to DGS, review requests for changes, assist in negotiating roofing contractors' requests, and prepare and distribute change orders for necessary approval;
 8. Conduct final inspections to evaluate the completion of the work of the roofing contractors at completion. Develop and submit completion punch list; and
 9. Provide a job closeout file including the information and paperwork developed during the roof construction project (for full-time construction observation projects only).

B.2.3 Roof Betterment Management

The Consultant shall identify defects on DGS facilities as part of the annual inspection process outlined elsewhere in this scope of work. Not all of these defects and associated repairs are high priority items and many can be safely deferred, but should be monitored. However, some of these defects require immediate repair. Bundling repairs into efficient bid packages is key to achieving high value, lowest cost and high performance. The Consultant shall implement and oversee project work, ensuring the work is completed according to the agreed upon plan, budget and schedule. Specifically, the Consultant shall:

1. Prioritize repair projects and prepare budget estimates for all projects based on inspections already completed, underway now, or for any new requirements that develop during the term of the Contract;
2. Review priorities and budgets with DGS management for approval and budgeting;
3. Organize and build repair projects into a consolidated bid package as directed by DGS;
4. Assist DGS in assembling list of qualified roofing contractors;
5. Support DGS during procurement phase by answering RFI's and bidders' questions;
6. Respond to field questions;
7. Provide quality assurance/inspection services; and
8. Review invoices for completed work.

All completed work shall be included in an updated data set as part of the online roof management application provided by the Consultant under the Contract.

B.2.4 Support to Design and Construction Management Contracts

The DGS capital program includes major renovation and/or new construction of schools and other DGS facilities. The Consultant shall provide support to the design and construction management teams on these projects to assure that DGS roofing standards are incorporated into these projects. Services shall be provided on a time and material (“T&M”) basis and must be approved by DGS in advance.

B.2.5 Roof Asset Management Plan (“RAMP”)

At the completion of annual roof inspections and maintenance, and on an annual basis, the Consultant shall formulate conclusions and recommendations for each roof section on each building by analyzing and evaluating observations and findings to provide an appropriate course of action to ensure a full roof service life, typically twenty (20) years or more.

The Consultant shall develop cost estimates of corrective action required to extend roof service life by using various industry standard techniques (to include but not limited to; preventative maintenance, repair, restoration or replacement). Present cost estimate in standard cost estimating spreadsheets and life cycle cost analysis. Current costs for material and labor will be updated in the database and used for estimating purposes.

The Consultant shall provide reporting tools in the roof management program software application consisting of project information, observations, findings, conclusions, suggestions or recommendations, cost estimates, and supporting documents (photographs, roof plans, etc.). The Consultant shall develop a RAMP by District’s fiscal year (October 1 through September 30) in spreadsheet format for a ten (10) year period based on condition as determined above. The RAMP should indicate priority, building number/name, roof membrane type, estimated remaining roof service life, type work necessary, and estimated cost to accomplish the recommended work. In the case of roof repair, include repair item headings to generally indicate type of repairs required. All recommended repairs for a single roof shall be specified for accomplishment at the same time with the following exception: minimal repairs may be recommended to extend a deteriorating roof “a few years” until replacement becomes inevitable. (Example: repair isolated leak area on aged and weathered built-up roof that has essentially reached the end of its useful service life ignoring other potential repairs that will not significantly extend roof life and are not necessary to return the roof to a watertight condition).

B.3 Energy and Sustainability Support

DGS owned facilities with very large energy consumers. The District is committed to improving energy performance through effective energy stewardship. This is managed through the DGS SE. The DGS SE goals are to reduce and de-carbonize energy consumption. To that end, the DGS

SE is working to dramatically improve the efficiency of building energy usage, employ cutting-edge technology to manage buildings, incentivize occupants to conserve power and seek to acquire commodities in a way that creates minimal exposure to commodity price volatility and de-carbonizes the energy supply.

DGS and its DGS SE will issue a separate procurement to focus on specific energy needs and requirements which will seek an energy consultant to evaluate the entire building envelop. The selected Consultant under this RFP shall coordinate and collaborate, as directed by DGS, with the energy consultant as selected under the separate procurement and all future Energy and Sustainability initiatives involving roof installations.

B.4 Online Roof Information System and Database

The Consultant shall provide all roof information developed in the above tasks through a web-based online roof information system and database (i.e., more than an excel spreadsheet). The Consultant shall explain how its roof management application addresses the following:

1. **Field data collection** of descriptive data, attributes, defects, photos, and GPS coordinates and upload to the roof information database. Automatic collection is preferred, to avoid data entry errors from field information to the system database;
2. **Standard roof work breakdown structure** that uses standard descriptions of all roof information items to provide consistency for all roof surveys;
3. **Completing calculations of** roof areas;
4. **Selecting** roof features and retrieving related descriptive data, defect information, repair status, photos, date and time of survey, repair, and maintenance activities;
5. **Provision to store and retrieve warranty information** in data form and as a scanned document along with other roof related documents such as as-built drawings, specifications, construction documents, leak response documents, contracts, etc.;
6. **Roof condition score** or other metric to store roof condition assessment data that allows for section level, building level, folder level and portfolio level roof condition summary of information;
7. **Cost estimating tools** to provide total cost of ownership estimates to include preventive and corrective maintenance, roof restoration and roof replacement;
8. **Reporting tools** that allow for online/on-demand generation of roof reports including condition assessment reports, preventative maintenance checklists, quantity takeoff data, cost estimates, work orders for preventive maintenance and corrective maintenance. All reports shall be generated in **MS WORD** or **MS EXCEL**;
9. Data Analysis that shows the impact of various investment scenarios on roof conditions over a ten (10) year period;
10. **Native System Database** shall be **Microsoft SQL Server** and shall be fully compatible with DC/DGS **ESRI ArcGIS** applications and work order management systems;
11. **System Security** shall be verified including current SSL certificates;
12. DGS is the owner of the data. At the completion of the Contract, the Consultant shall work with the District to transfer and transition the database information to DGS.

B.5 Deliverables List.

In addition to the deliverables as set forth in Sections B.1, B.2, B.3 and B.4 of this RFP, the Consultant shall provide the following deliverables as part of the Contract:

B.5.1 Operation and Maintenance of Roof Systems

The Consultant shall provide the following deliverables documenting work performed as described in Section B.1 above.

B.5.1.1. Roof Information Database

To include all assessment elements described in Section B.1.1. All information gathered shall be entered into a roof management database described in Section B.4. The data shall be web-based and available to DGS for unlimited use by multiple users with a user access code and password.

B.5.1.2 Condition Assessment Report

For each building, a report in compliance with Section B.1.2.

B.5.1.3 Annual Preventive Maintenance and Minor Repair Summary Report

Document all maintenance and completed repairs for annual preventative maintenance as specified in Section B.1.3.

B.5.1.4 Preventive Maintenance Checklists

As specified in Section B.1.4 for every roof section in the DGS portfolio. Checklists shall include frequency of recommended work and visual instruction materials showing step-by- step instructions to perform the work.

B.5.1.5 24/7 Leak Response Status Reports

The Consultant shall provide weekly and monthly reporting on the status of all reported roof issues and coordinate quality control and invoice review/approval for DGS, and in coordination with Section B.1.5.

B.5.1.6 Green Roof Maintenance Status Reports

Quarterly reports showing descriptions and photographs of all green roof maintenance activities performed as specified in Section B.1.6.

B.5.1.7 Steep Slope Roof Assessment Report

Assessment reports and data shall be loaded into the roof management system as per Section B.1.7.

B.5.1.8 Moisture Analysis

For each building, a report in compliance with Section B.1.8.

B.6 Capital Requirements for Roof Systems

The Consultant shall provide the following deliverables documenting work performed as described in Section B.2 of this RFP.

B.6.1 Design and Specification/Bid Package

1. Review Design Summary as specified in Section B.2.1
2. Provide Specifications, detail drawings, and roof plan(s) based on the alternative selected as per Section B.2.1
3. Provide Instructions to bidders, proposal forms, general and special conditions, technical specifications, roof plans, and details for use as bid documents
4. Provide Construction estimate IGE

B.6.2 Roof Top Quality Assurance Reports

1. Deliverables are in coordination with Section B.2.2
2. Provide preconstruction meeting summary, attendee list, response to questions and meeting minutes
3. Approval/rejection notice for shop drawings and submittals
4. Provide construction (roof top) observations progress reports as specified in Section B.2
5. Review and recommendations for applications for payment as submitted by Roofing Consultant
6. Change orders for approval and distribution
7. Provide project Safety Audit Reports
8. Provide Job closeout file including the information and paperwork developed during the roof construction project (for full-time construction observation projects only)

B.6.3 Roof Betterment Management

1. Deliverables are in coordination with Section B.2.3
2. Repair project statement of work and consolidated bid package
3. Review/approve invoices for completed work
4. Update roof management application

B.6.4 Support Design and Construction Management Contracts

Reports and technical documents as required to support the efforts as described in Section B.2.4.

B.6.5 Roof Asset Management Plan (RAMP)

Comprehensive Roof Asset Management Plan as described in Section B.2.5.

B.6.6 Online Roof Information System and Database

Fully functional roof and energy information management application that complies with all requirements as specified in Section B.4.

B.6.7 Monthly Status Reports

Summarize project status, progress toward individual deliverables, issues/challenges and recommendations

B.7 Licensing, Accreditation and Registration

The Consultant and all of its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal laws, licensing, accreditation, and registration requirements and standards necessary for the performance of the Contract.

B.8 Conformance with Laws

It shall be the responsibility of the Consultant to perform under the Contract in conformance with the Department’s Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

B.8.1 Service Contract Act

The Contractor shall be bound by the Wage Determination provided and issued by the U.S. Department of Labor in accordance with the Service Contract Acts and incorporated herein as Attachment D of this solicitation.

B.8.2 Way to Work Amendment of Act of 2006

B.8.2.1 Except as described in Section B.8.2.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

- B.8.2.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage.
- B.8.2.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- B.8.2.4** The DOES may adjust the living wage annually and Contractor will find the current living wage rate on its website at www.does.dc.gov.
- B.8.2.5** The Contractor shall provide a copy of the Fact Sheet attached as **Attachment E** to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as **Attachment F** in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- B.8.2.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- B.8.2.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of *D.C. Official Code §32-1301 et seq.*
- B.8.2.8** The requirements of the Living Wage Act of 2006 do *not* apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (*D.C. Law 5-48; D.C. Official Code § 44-501*); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

B.8.2.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

B.8.3 Equal Employment Opportunity

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as **Attachment M**. An award cannot be made to any bidder who has not satisfied the equal employment requirements.

B.9 Ownership and Use of Documents

Any design documents prepared by the Consultant and any subconsultant engaged by the Consultant, and/or furnished to the Consultant in association with this engagement shall become the sole property of the Department upon full payment of Consultant's fees then due under the Contract, and shall not be used by the Consultant, or its subconsultants on other projects without

the specific written consent of the Department. The Department shall have the right to use such documents as the Department so determines.

SECTION C ECONOMIC INCLUSION

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

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

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

A certified business enterprise shall be entitled to any or all of the preferences provided in this section, but in no case shall a certified business enterprise be entitled to a preference of more than 12 points or a reduction in price of more than 12 percent.

C.2 Preferences for Certified Joint Ventures

A certified Joint Venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a (h).

- a) A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.
- b) Any vendor seeking certification in order to receive preferences under this RFP should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 850N
Washington DC 20001
(202) 727-3900

- c) All Offerors are encouraged to contact DSLBD if additional information is required on certification procedures and requirements.

C.3 Subcontracting Plan

An Offeror responding to this RFP which is obligated to subcontract shall be required to submit with its Proposal, any subcontracting plan required by law. Offeror's responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law. If the Agreement is in excess of (\$250,000), at least (35%) of the dollar volume of the Agreement shall be subcontracted in accordance with Attachment H.

C.3.1 Mandatory Subcontracting Requirements

- a) Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing in accordance with D.C. Official Code § 2-218.51, for all contracts in excess of \$250,000, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to SBEs.
- b) If there are insufficient SBEs to completely fulfill the requirement of paragraph **(a)** of this Section C.1.3 above, then the subcontracting may be satisfied by subcontracting (35%) of the dollar volume to any qualified CBEs; provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- c) The Consultant ("Prime Contractor") that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of paragraphs (a) and (b) above of this Section C.1.3.
- d) Except as provided in paragraphs (e) and (g) below of this Section C.1.3, a Prime Contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least (35%) of the contracting effort with its own organization and resources and, if it subcontracts, (35%) of the subcontracting effort shall be with CBEs. A CBE Prime Contractor that performs less than (35%) of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- e) A Prime Contractor that is a certified Joint Venture and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least (50%) of the contracting effort with its own organization and resources and, if it subcontracts, (35%) of the subcontracting effort shall be with CBEs. A certified Joint Venture Prime Contractor that performs less than (50%) of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- f) Each CBE utilized to meet these subcontracting requirements shall perform at least (35%) of its contracting effort with its own organization and resources.
- g) A Prime Contractor that is a CBE and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least (50%) of the on-site work with its own organization and resources if the Agreement is one (\$1) million dollars or less.

C.3.2 Subcontracting Plan Requirements

If the Prime Contractor is required by law to subcontract under the Agreement, it must submit a subcontracting plan for at least (35%) of the dollar volume of the Agreement in accordance with D.C. Official Code § 2-218.46. The subcontracting plan shall be submitted as part of the Proposal and may only be amended with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District and the Department. Each subcontracting plan shall include the following:

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

C.3.3 Copies of Subcontracts

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

C.3.4 Subcontracting Plan Compliance Reporting

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

C.3.5 Annual Meetings

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

its subcontracting plan.

C.3.6 DSLBD Notices

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

C.3.7 Enforcement and Penalties for Breach of Subcontracting Plan

A Prime Contractor shall be deemed to have breached a subcontracting plan required by law, if the Prime Contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements. A Prime Contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63. If the CO determines the Prime Contractor's failure to be a material breach of the Agreement, the CO shall have cause to terminate the Agreement under the default provisions in the Standard Contract Provisions, **Attachment G1**. Neither the Prime Contractor nor its subcontractor may remove a subcontractor or tier-subcontractor if such subcontractor or tier-subcontractor is certified as an LSDBE company unless the Department approves of such removal, in writing. The Department may condition its approval upon the Prime Contractor developing a plan that is, in the Department's sole and absolute judgment, adequate to maintain the level of LSDBE participation on the Project.

C.4 Residency Hiring Requirements for Contractors and Subcontractors

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

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

The Offeror shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of (\$100,000) or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services ("DOES") upon execution of the Agreement; (ii) submit an executed First Source Agreement to DOES prior to beginning

work on the Project; (iii) make best efforts to hire at least (51%) District residents for all new jobs created by the Project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10th of each month; (vi) at least (51%) apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of (\$500,000) or more must register an apprenticeship program with the D.C. Apprenticeship Council.

The Offeror shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, including by not limited to the *Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011*, and the rules and regulations promulgated thereunder, including, but not limited to the following requirements:

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

C.5 Apprenticeship Act

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

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Evaluation Process

The Department shall evaluate Offerors' Proposals ("Proposal(s)") and any best and final offers ("BAFO(s)") in accordance with the provisions of this **Section D** and the Department's Procurement Regulations. Proposal(s) include all items outlined in **Section E.4**

D.2 Evaluation Committee

Each Offeror's Proposal 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 responsive and responsible Offeror(s) whose Proposal(s) are determined by the source selection official to be the most advantageous to the Department in accordance with D.C. Official Code § 2-354.03 and not necessarily the Offeror (s) with the highest score as evaluated per the factors in **Section D.5** of this RFP.

D.3 Oral Presentation

The Department does not intend to interview Offerors; however, it 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 Proposal 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 sixty (60) minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately thirty (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 ninety (90) minutes.

D.3.2 Oral Presentation 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 ("Contracting Officer" or "CO").

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 no more than five (5) 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 Consultant for this project, including the qualifications of key personnel.

D.4 Proposal Evaluation

Each Proposal will be scored on a scale of zero (0) to one hundred twelve (**112**) points. Offerors will be eligible to receive up to twelve (12) of the one hundred twelve (**112**) points based on the Offeror's status as a CBE as outlined in **Section C.1** of this RFP. The Department's evaluation shall not necessarily be limited to the information provided in the Offeror's Proposal. As part of the evaluation, the Department will also consider its own historical experience with the Offeror, and the direct experience with the Offeror of the members of the evaluation panel and others involved in the evaluation process. The Agreement will be awarded to the Offeror found to be the most advantageous to the Department in accordance with 27 DCMR §§ 1613.5 and 1630.5 and not necessarily the Offeror(s) with the highest evaluated score.

D.4.1 Technical Expertise and Experience (25 points)

The Department desires to engage a Consultant with demonstrated technical expertise and experience in the field of Roof Consultation necessary to realize the objectives set forth in this RFP. Offerors will be evaluated based on their demonstrated expertise and experience in: (i) managing roof assets, including operations and maintenance projects, capital roofing projects, and energy roofing projects; (ii) knowledge of and experience with school, recreation, and other municipal facilities; (iii) knowledge of and experience with various types of roofing systems, including but not limited to green roofs and steep slope roofs; (iv) management of roofing projects as an owner's representative, program manager or similar role; (v) developing/utilizing an online application or database platform for managing roof or similar assets, and (vi) years of experience performing Roof Management Consultation. If the Offeror is a team or joint venture of multiple companies, the evaluation panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. This element of the evaluation will be worth up to twenty-five (25) points.

D.4.2 Past Performance and References (20 points)

The Consultant shall exhibit a minimum of five (5) years with relative experience managing large roof portfolios. Offerors shall provide detailed past performance information of similar role and

projects. Offerors shall provide a minimum of eight (8) similar roles managing roof portfolios.

The Offeror shall provide the following information for evaluation: (i) each client name, location and contact person name and telephone number, (ii) description of the work performed by the Offeror; including comparisons to the work of this solicitation, (iii) time period of the contract, (iv) size of the roof asset(s), (v) total contract value and (vi) identification of personnel involved in the selected project who are proposed to work on this project, and (vii) resumes of personnel proposed to work on this project. This element of the evaluation will be worth up to twenty (20) points.

D.4.3 Key Personnel (15 points)

The Department desires that senior personnel be assigned to this project that have experience in managing large roofing portfolios and completing the required work on-time and on-budget. At a minimum, the Consultant key personnel shall include: (i) the Program Manager/Principal in Charge; (ii) the Project Manager; (iii) the Lead Site Roof Surveyor/Consultant; and (iv) the Information Technology and Data Base Specialist. If other specialty consultants are required, please include their proposed roles. The Consultant will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and/or the proposed replacement. Offerors shall provide a table that identifies the specific staff that will be assigned to this project, where the proposed key personnel will be located, the time periods during which the individual will work on the project, and his or her level of effort (i.e. the percentage of time devoted to this project). Please explain how your staffing plan was developed (i.e., how many/what types of individuals and how many hours/days will generally be required for each contract task).

Offerors shall provide resumes for all key personnel. The availability and relevant experience of the key individuals assigned to this project will be evaluated as part of this element. This element of the evaluation will be worth up to fifteen (15) points.

D.4.4 Management Plan (15 points)

Offerors are required to submit a management plan. The management plan should clearly explain how the Consultant intends to manage the DGS roof portfolio both on a macro level and at an individual project level. The management plan should address how the Consultant intends to complete the scope of work specified herein and manage coordination with the Department and the contractors engaged to complete Department roofing projects. The management plan shall (i) identify the key personnel and their specific roles in managing the project; (ii) identify how each of the tasks set forth in **Sections B.1** thru **B.4** of this RFP will be achieved; (iii) describe the key challenges inherent in this engagement and explain how they will be overcome or mitigated; and (iv) describe your firm's pricing methodology for a capital project from the design inception thru construction observation. The management plan should discuss and demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided.

In addition, the Consultant shall include templates and completed samples of the following that it shall use throughout this engagement and explain how these will be utilized by the Consultant in

managing the roof portfolio and individual projects: (i) condition assessment report; (ii) preventive management checklist; (iii) sample from on-line roof management database and (iv) sample of weekly and monthly reports. The Contractor shall discuss how these documents have been used by the Consultant in the past. In addition, the Management Plan shall outline what documents and files the Consultant will maintain in managing the Department's portfolio. This element of the evaluation is worth up to fifteen (15) points.

D.4.5 Price (25 points)

Offerors shall quote a series of firm-fixed prices for those elements of the project with well-defined and established scopes (See **Attachment A** Bid Form Part A), and a series of hourly rates for other elements of the project (See **Attachment A** Bid Form Part B). The total price to be used for award evaluation purposes will be the sum of the series of fixed prices plus the sum of the hourly rates. This element of the evaluation is worth up to twenty-five (25) points.

D.4.6 CBE Preference (12 points)

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

SECTION E PROPOSALS AND PROPOSAL ORGANIZATION

General

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

E.1 Proposal Identification

Proposals shall be proffered in a complete original Proposal (Technical and Price Proposals); two (2) copies of the Price Proposal; and six (6) copies of the technical portion of the proposal as outlined below; an electronic copy of the complete original Proposal either on USB flash drive or CD-ROM shall also be provided. The Offeror's original Proposal shall be placed in a sealed envelope conspicuously marked: "**Proposal for Roof Management Services – DCAM-19-CS-RFP-0075.**"

E.2 Delivery or Mailing of Submissions

Proposals should be delivered or mailed to:

DC Department of General Services
Contracts & Procurement Division
2000 – 14th Street, 8th Floor
Washington, DC 20009
Attn: George Lewis

E.3 Date and Time for Receiving Submissions

Proposals shall be received in the place identified in **Section E.2** of this RFP at **2:00 P.M. on March 22, 2019**. The Offeror assumes the sole responsibility for timely delivery of its Proposal, regardless of the method of delivery.

E.4 Proposal Size, Organization and Offeror Qualifications

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

E.4.1 Technical Proposal

The technical Proposal shall be organized as follows:

E.4.1.1 Executive Summary

Each Offer should provide a Proposal executive summary of no more than three (3) pages.

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

Each Offeror should provide the following information for the Consultant and each of its subconsultants.

- A. Name(s), address(es), and role(s) of each firm (including all sub-consultants)
- B. Firm profile(s), including:
 - i. Age
 - ii. Firm history(ies)
 - iii. Firm size(s)
 - iv. Areas of specialty/concentration
 - v. Current firm workload(s) projected over the next year
 - vi. Provide a list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the 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 Personnel as set forth in **Section D.4.3** of this RFP, including:
 - i. Identification of the single point of contact for the Consultant
 - ii. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the team
 - iii. 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
 - iv. Experience that the key team members have working together
 - v. All other required information under **Section D.4.3**.

E.4.1.3 Technical Expertise and Experience

Each Offeror should submit Technical Expertise and Experience as set forth in **Section D.4.1** of this RFP.

E.4.1.4 Past Performance and References

- A. List all projects that the Offeror has worked on in the last ten (10) years that are similar to this project. For purposes of this paragraph, similar shall mean an engagement involvement management of roofing assets and associated maintenance and capital construction roofing projects with regard to a multi-asset portfolio having more than 2,000,000 square feet of roof. This information may be provided in an overview matrix format or brief list; however, it should identify the portfolio owner, describe the use of the assets (i.e. commercial, residential, governmental, manufacturing, etc.), the number of square feet of roofs under management.
- B. Detailed descriptions of no more than eight (8) projects that best illustrate the team's experience and capabilities relevant to this project. For each such project, the Offeror shall provide the information as set forth in **Section D.4.2** of this RFP in consistent order.
- C. The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms **Attachment J**, are completed and submitted on behalf of the Offeror directly to the Department's POC stated in **Section F.1** by the due date for Proposals as specified in **Section A.6**.
- D. 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 separately, in light of their role in the proposed team or Joint Venture.

E.4.1.5 Management Plan

Each Offeror should submit a Project Management Plan that addresses the issues set forth in **Section D.4.4** of this RFP.

E.4.2 Price Proposal

The Price proposal shall be organized as follows:

E.4.2.1 Offer Letter and Bid Form

Each Offeror shall submit an Offer Letter and Bid Form substantially in the form of **Attachment A**. Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the Proposal non-responsive.

E.4.2.2 Conflict of Interest Disclosure Statement

The Department reserves the right, in its sole discretion, to make determinations relative to potential conflicts of interest on a project specific basis. Offeror shall submit the Conflict of Interest Disclosure Statement with their Proposal **Attachment B**.

E.4.2.3 Tax Affidavit

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

E.4.2.4 Bidder-Offeror Certification Form

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

E.4.2.5 SBE Subcontracting Plan

Each Offeror shall complete and submit as part of its Price Proposal a Subcontracting Plan in the form of **Attachment H**.

E.4.2.6 First Source Employment Agreement and Employment Plan

Each Offeror shall complete and submit as part of its Price Proposal a First Source Employment Agreement and Employment Plan in the form of **Attachment I**.

SECTION F BIDDING PROCEDURES & PROTESTS

F.1 Department Designated Point of Contact

The Department's sole point of contact ("POC") for matters related to this RFP is the only individual authorized to discuss this RFP with any interested parties, including Offerors. The POC does not have authority to bind the District through the execution of written contract documents. All communications with the Department's POC about the Project or this RFP shall be sent in writing to:

Name: Karen Hubbard
Title: Contract Specialist
 DC Department of General Services
 Contracts and Procurement Division

Mailing address: 1250 U Street, NW, 3rd Floor
 Washington, DC 20009

Phone: (202) 698-7504
Email: karen.hubbard@dc.gov

The Department disclaims the accuracy of information derived from any source other than this RFP and the Department's POC, and the use of any such information is at the sole risk of the Offeror. All communications and requests for information shall be submitted by the Offeror's point of contact identified in its proposal. Written communications to the Department from Offerors shall specifically reference the correspondence as being associated with Roof Management Services and RFP No. DCAM-19-CS-RFP-0075.

F.2 Pre-proposal Conference

A preproposal conference will be held on March 6, 2019 at 1:00 p.m. The pre-conference will be held at 1250 U Street, NW, 3rd Floor, Adams Morgan Conference Room, Washington DC 20009. Interested Offerors are strongly encouraged to attend.

F.3 Explanations to Prospective Offerors

Each Offeror should carefully examine this RFP and any and all amendments, addenda or other revisions, and thoroughly be familiar 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 RFP shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Department that information is necessary in proffering Proposals or if the lack of information would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the Agreement shall not be binding.

Requests should be directed to the Department's POC at the address listed in **Section F.1** no later than the close of business on March 11, 2019. The person making the request shall be responsible for prompt delivery.

F.4 Protests

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

F.5 Contract Award

This procurement is being conducted in accordance with D.C. Official Code § 2-354.03 and the provisions of Title 27 DCMR §§ 4700, et seq., of the Department's Procurement Regulations. Responses to the RFP shall be in the form of competitive sealed Proposals and the Agreement shall be awarded based on the Proposal that is the most advantageous to the Department, or in the event of more than one award, the Proposals that are the most advantageous to the Department. The RFP sets forth the evaluation factors and indicates the relative importance of each factor. The RFP contains a statement of work or other description of the Department's specific needs, which shall be used as a basis for the evaluation of the Proposals. Price will be evaluated; however, while price or total cost to the Department may be an important or even deciding factor in most source selections, the Department may select the source whose Proposal is most advantageous in terms of technical merit and other factors. As such, the Agreement contemplated hereunder will be awarded to the Offeror whose competitive sealed Proposal is determined by the source selection official to be the most advantageous to the Department considering technical merit and other factors.

F.6 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 Department and the Department shall reserve the right to distribute or use such information as it determines.

F.7 Examination of Proposals

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

F.8 Late Submissions: Modifications

- a) Any Proposal or BAFO received at the office designated in **Section E.2** after the time specified in **Section E.3** shall not be considered.

- b) Any modification of a Proposal, including a modification resulting from the CCO's requests for BAFOs, is subject to the same conditions as in **Section A.12 (a)** stated above.
- c) The only acceptable evidence to establish the time of receipt at the Department's designated 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 RFP to the contrary, a late modification of an otherwise successful Proposal which makes its terms more favorable to the Department may be considered at any time as received and may be accepted.
- e) Proposals shall be irrevocable and remain in full force and effect for a period not less than one hundred twenty (120) days after receipt of Proposals.

F.9 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.10 Rejection of Proposals

The Department reserves the right, in its sole discretion:

- a) To cancel this RFP, in whole or in part, at any time before the opening of Proposals and/or reject all Proposals.
- b) To reject Proposals that fail to prove the Offeror's responsibility.
- c) To reject Proposals that contain conditions and/or contingencies that in the Department's sole judgment, make the Proposal indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- d) To waive minor irregularities in any Proposal provided such waiver does not result in an unfair advantage to any Offeror.
- e) To take any other action within the applicable Procurement Regulations or law.
- f) To reject the Proposal of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such Proposal or this RFP.
- g) To reject A Proposal that indicates a lack of understanding of any aspect of the Project.
- h) To reject Proposals that are too costly, financially or otherwise, to the Department relative to other Proposals and the Project budget.
- i) To reject Proposals where the Offeror has altered any pricing element or line item by Thirty Percent (30%) from the initial Proposal or median price for that pricing element or line item in response to a Request for a best and final offer.
- j) To reject Proposals that are deemed non-responsive.

F.11 Limitation of Authority

Only a CO 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 Agreement. 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.12 Non-Responsive Proposals

F.12.1 Certification. The Department may consider a Proposal non-responsive if the Offeror fails to properly complete or provides accurate information on the Bidder/Offeror Certification Form **Attachment L**.

F.12.2 Exceptions. The Department may consider a proposal non-responsive if the Offeror identifies any changes or exceptions to the Standard Contract Provisions.

F.12.3 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 GENERAL REQUIREMENTS

- A. **GENERAL REQUIREMENTS.** The Consultant at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Consultant 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 Consultant 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 Consultant 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 Consultant or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Consultant or its subcontractors, and not the additional insured. The additional insured status under the Consultant'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 Consultant'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 Consultant or its subcontractors, or anyone for whom the Consultant or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Consultant 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.

1. Commercial General Liability Insurance (“CGL”) - The Consultant 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 Consultant, 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.

The vendor should be named as an additional insured on the applicable manufacturer’s/distributor’s Commercial General Liability policy using Insurance Services Office, Inc. (“ISO”) form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

2. Automobile Liability Insurance - The Consultant 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 Consultant, with minimum per accident limits equal to the greater of (i) the limits set forth in the Consultant’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers’ Compensation Insurance - The Consultant 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 Consultant 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.

4. Crime Insurance (3rd Party Indemnity) - The Consultant shall provide a 3rd Party Crime policy to cover the dishonest acts of Consultant’s employees which result in a

loss to the District. The policy shall provide a limit of \$50,000 per occurrence.

5. Cyber Liability Insurance - The Consultant shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant 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.
6. Environmental Liability Insurance - The Consultant 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 Consultant. 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 Consultant'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 Consultant warrants that any retroactive date applicable to coverages under the policy precedes the Consultant'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 Consultant 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 Consultant for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Consultant's operations. Such coverages must be maintained with limits of at least the amounts set forth above.
7. Professional Liability Insurance (Errors & Omissions) - The Consultant 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 \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Consultant warrants that any applicable retroactive date precedes the date the Consultant 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.

8. Sexual/Physical Abuse & Molestation - The Consultant shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.
9. Commercial Umbrella or Excess Liability - The Consultant 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 Consultant's umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 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.

G.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.

G.3 DURATION. The Consultant 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.

G.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 CONSULTANT'S LIABILITY UNDER THIS CONTRACT.**

G.5 CONSULTANT'S PROPERTY. Consultant 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.

G.6 MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Consultant shall include all of the costs of insurance and bonds in the contract price.

G.7 NOTIFICATION. The Consultant 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 Consultant shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Consultant will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

G.8 CERTIFICATES OF INSURANCE. The Consultant 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:

Franklin Austin

Contracting Officer

DC Department of General Services

1250 U Street, NW, 3rd Floor

Phone: (202) 727-7128

E-mail: franklin.austin5@dc.gov

The CO may request and the Consultant 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 Consultant 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).

G.9 DISCLOSURE OF INFORMATION. The Consultant 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 Consultant, its agents, employees, servants or subcontractors in the performance of this contract.

G.10 CARRIER RATINGS. All Consultant '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.