

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



REQUEST FOR PROPOSALS

SOLICITATION NUMBER: DCAM-22-CS-RFP-0026

**CONSTRUCTION SERVICES
FOR
MAJOR RENOVATIONS OF PSCC BUILDING**

This solicitation is being set-aside for Offerors that are certified by the District of Columbia Department of Small and Local Business Development (“DSLBD”) as certified Small Business Enterprises (SBEs).

Solicitation Issue Date: November 23, 2022

**Pre-Proposal Conference
and Site Visit:** December 2, 2022 at 10:00 a.m. to 12:00 PM
310 McMillan Drive NW
Washington, DC 20001
See Section 6.1

Last Day for Questions: December 9, 2022 at 4:00 p.m.

Proposal Due Date: December 21, 2022 at 4:00 p.m.

Delivery of Proposals: See Section E.1 & E.2

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PART 1 - PROJECT INTRODUCTION AND INSTRUCTIONS FOR OFFERORS

1.0 Procurement Overview

The District of Columbia (“District”) Department of General Services (the “Department” or “DGS”), on behalf of the Office of Unified Communications (“OUC”), is issuing this Request for Proposals (“RFP”) to engage a contractor (the “Contractor”) to provide construction services for the Public Safety Communications Center (“PSCC”) renovations (the “Project”), located at 310 McMillan Drive NW, Washington, DC.

The scope of services is further outlined below and generally includes implementing the Department’s drawings and specifications for the site and providing all services necessary to complete the Project. The drawings and specifications for the site are attached hereto as **Attachment A** (the “Drawings and Specifications”).

The Contractor will be required to coordinate its work with the Department and OUC.

1.1 Project Overview

The Department has commissioned a set of Drawings and Specifications for the Project site that generally describes the work required to implement the Project (the “Work”). These Drawings and Specifications are being issued as part of this procurement and should serve as the basis for the proposals submitted by the Offerors. The Contractor will be required to complete the Work based on the Drawings and Specifications. Minor variations or adjustments in scope that are necessary to accommodate the site conditions will not be the basis for a change order, and Offerors should include in their bid prices a contingency appropriate to cover adjustments of this nature that are typically encountered on jobs of this nature.

The OUC operates all public safety communications for the District of Columbia. Part of OUC’s mission includes the management of the public safety radio network, as well as the Public Safety Answering Point for emergency (9-1-1) and non-emergency (3-1-1) calls. The mission of the OUC is to provide a fast, professional, and cost-effective response to emergency and non-emergency calls in the District. The PSCC houses both some components of the radio network and a part of the 911 and 311 call centers.

The PSCC building is an old building in need of modernization and renovation.

1.2 Contract Type

The contract awarded pursuant to this RFP (the “Contract”) will be a fixed price type contract. Offerors shall provide an Offer Letter (**Attachment B**), including lump sum price (“Lump Sum Price”) to complete the requirements. The Lump Sum Price will be the Contractor’s sole method of compensation and as such shall be sufficient to cover all of the costs necessary to fully complete the Project, including, but not limited to, labor, materials, trade, subcontractor costs, general conditions, insurance and bonding, home office overhead and profit. The Lump Sum Price shall

also include sufficient funding for items that are not specifically identified in the list of Drawings and Specifications (**Attachment A**) but which are reasonably inferable therefrom.

1.3 Completion Date

Starting from Notice to Proceed, the project’s substantial completion shall be achieved by 365 calendar days, final completion by 455 calendar days and administrative term by 545 calendar days.

1.4 Project Phases

In order to ensure that the Project is completed in an efficient and timely manner, the Contractor shall be required to complete certain preconstruction activities prior to mobilizing to the Project site and commencing work. The preconstruction activities are more fully described in Section 2.2 but include (i) obtaining the necessary permits; (ii) submitting the necessary shop drawings and other submittals required in the specifications; (iii) submitting an acceptable safety plan; and (iv) developing a plan for the manner in which the work will be implemented (the “Site Logistics Plan”). With regard to the Site Logistics Plan, such plan shall contain a description of when the Work will be performed, the areas of the site that will be occupied by the Contractor, the areas of the site that will be off-limits during construction, and the safety barricades and fences that will be required.

1.5 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. All communications with the Department’s POC about the Project or this RFP shall be sent in writing to:

Name:	Shafi Anwary
Title:	Contract Specialist Department of General Services Contracts and Procurement Division 1250 U Street NW, 2 nd Floor Washington, DC 20009 shafi.anwary@dc.gov

The Department disclaims the accuracy of information derived from any source other than 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 in writing by the Offeror’s point of contact identified in the Proposal. Written communications to the Department from Offerors shall specifically reference the correspondence as being associated with DCAM-22-CS-RFP-0026.

1.6 Contractor Designated Point of Contact

All Offerors responding to this RFP shall provide the name, address, phone number, and email address of its designated point of contact to the Department's POC as part of its proposal, as noted in **Part 1, Section 1.5**. Offerors shall notify the Department of any changes in the Offeror's designated point of contact's information. Notification of change(s) may be communicated by email and shall be as soon as practicable following the event(s) causing the change(s). Failure to identify a designated point of contact in writing may result in the Offeror failing to receive post-bid addenda or other important communications from the Department, for which the Department shall not be responsible.

1.7 Procurement Schedule and Project Milestones

1.7.1 Procurement Schedule

The Department anticipates conducting the procurement of the Project in accordance with the Procurement Schedule. The Procurement Schedule is subject to revision and the Department reserves the right to modify this schedule as it finds necessary, in its sole discretion.

- Issue RFP: November 23, 2022
- Pre-Proposal Conference and Site Visit: December 2, 2022 at 10:00
- Questions deadline: December 9, 2022 at 4:00 p.m.
- Proposals due date: December 21, 2022 at 4:00 p.m.
- Notice of Award: on or about February 10, 2023
- Notice to Proceed & Letter Contract: on or about February 28, 2023

1.7.2 Project Schedule

Further, The Department has established the following milestones for the Project, and Offerors shall base their Proposals on such proposed milestones.

1.7.2.1 Substantial Completion Date shall be no later than the date set forth in **Section 1.3**; and

1.7.2.2 If an Offeror proposes a Substantial Completion Date earlier than that shown in **Part 1, Section 1.3**, and the Department agrees to such proposed date, such proposed date will be deemed by the Department as the contractual Substantial Completion Date for the Agreement for all purposes, including disincentive fee.

Project Schedule	
Submit Baseline Schedule	Seven (7) days after NTP
Construction Management Plan	Thirty (30) days after NTP
Council Approval of Contract	Sixty (60) days after NTP
Project Substantial Completion Date	365 days after NTP

1.8 Selection Criteria

Proposals will be evaluated in accordance with **Part 3** of this RFP.

1.9 Economic Inclusion

The Department requires that Local, Small and Disadvantaged Business Enterprises (“LSDBE”) participate in this Project as fully described in **Part 4** of this RFP.

In addition to LSDBE participation as described in **Part 4** of the RFP, the Department requires that District residents participate in the Project to the greatest extent possible.

1.10 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 will be submitted to the Department’s POC within the time specified in **Part 1, Section 1.7.1** of this RFP. The Department will review all questions and/or requests for clarification received and, if it deemed appropriate, in its sole discretion, may modify the RFP Documents through addenda. Offerors shall base their Proposals on the terms and conditions of the RFP Documents included in all addenda issued.

The Attachments to this RFP are fully listed in **Part 11** of this RFP.

1.11 Obligation to Meet All of the Requirements of the RFP Documents

If awarded the Contract, the Contractor shall meet all of the requirements of the RFP Documents.

1.12 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) Visit the Project site and become familiar with and satisfy itself as to the general, local, and site conditions that may affect the fees required to be submitted with the Offeror’s Proposal;
- c) Address all potential impacts with third parties and ensure all such impacts have been included in the Offeror’s Proposal;
- d) 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;

- e) 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
- f) 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.

PART 2 – PROJECT REQUIREMENTS

2.0 Scope of Work

Under this RFP, the Department will engage a Contractor to provide any and all construction services required to complete the Project. The Project shall be complete, operating and ready for use on or before the Substantial Completion Date.

The Project will be located at 310 McMillan Drive NW, Washington, DC.

Generally, the Contractor's responsibilities shall include, but are not limited to, the following:

- a) To confirm the construction of the Project in accordance with the Contract Documents ("Contract Documents").
- b) To provide all construction management services necessary to implement the goals of the Project inclusive of, but not limited to, the following: construction management services inclusive of scheduling, Project administration, and management and coordination of subcontractors.
- c) To conduct subsurface investigation work if and as required for the Project.
- d) To furnish and provide all materials, management, personnel, equipment, hazardous material abatement, supervision, labor and other services necessary to complete the Project.
- e) To furnish and provide Furniture, Fixtures, and moveable Equipment ("FF&E"). FF&E procurement schedule to be developed by the Contractor subject to OUC and the Department's specification, agreement and acceptance. All security and Operations Room workstations shall be Government (OUC) Furnished, Government (OUC) Installed, unless otherwise noted on the contract documents. **Attachment U**, Public Safety Communications Center Call Floor and Radio Room Consideration, provides details of the FF&E furnished and installed by OUC and is included for Contractor's reference only.
- f) To provide a minimum of one (1) year warranty on installed equipment following substantial completion or as recommended by the manufacturer to meet Project closeout requirements.

2.1 Project Requirements

The Drawings and Specifications are attached to this RFP as **Attachment A** and are incorporated as such.

As described in the Drawings and Specifications, the Project shall achieve the following, but not limited to:

A. Architectural

The primary changes include the expansion of the existing operations room, a new glazed lobby area, roof replacement and all system upgrades to support the existing and new space layout. The scope of work outlines the order of priorities in regard to building upgrades. Of the 37,000 SF facility, the renovation areas will be limited to the high priority upgrades and the spaces considered to be in poor condition to ensure the partial continuation of

operations throughout all phases of construction. First and foremost are the areas deemed critical and in need of immediate upgrades:

- 1) Room 150 (Operations/Call Center) shall be increased from the existing 50 workstations to 102 operations stations.
- 2) The exterior area in front of the existing entrance shall be utilized to enlarge the existing Lobby area. The new proposed design creates a destination entrance to mark the building front and create a distinguished and inviting first impression. The new space arrangement shall provide a more efficient screening sequence with a secondary access entrance for personnel with proper credential access.
- 3) The Radio Shop has been relocated to the west side of the first floor to allow for better accessibility to other floors and other occupied spaces throughout the First Floor.
- 4) The Second Floor core space is designed to be a single classroom with an operable partition to allow for the flexibility of two classrooms. When this partition is in use each classroom shall have a presentation wall for training lessons. Each presentation wall includes a centralized smart wall for wireless screen sharing.
- 5) The East end of the original Vital Storage space has been given back to the corridor to allow for open modular office spaces and a Pantry Kitchenette. In general, the second-floor finishes are considered to be in good condition. The only spaces to be refinished are the new classrooms and the new designated space for IT Hotel Stations and Transcription.
- 6) All building restroom fixtures, finishes, and ceilings shall be replaced with new. Restroom and shower layouts have been modified where feasible to comply with ADA regulations.
- 7) Existing roofs shall be removed and upgraded with a new cold fluid applied waterproofing system. New catwalk, dunnage and equipment bases are provided as required for electrical and mechanical equipment.

B. Mechanical

The existing facility is served by an abundance of individual split-system DX AC units and computer room type (CRAC) units, each equipped with a dedicated remote air-cooled condenser and electric heating coil. The AC and CRAC units are typically located within the area they serve with their condensers located on grade. Details for the upgrade and replacement are included in the Design specifications document (**Attachment A**).

C. Plumbing

The existing facility is provided with domestic cold and hot water, sanitary, vent, storm, and natural gas utilities which are to remain. The extent of the plumbing work is to accommodate the new space programming, restroom renovations, new mechanical equipment, and the roof replacement effort. Existing utilities shall be extended to serve two (2) new pantry sinks on the second floor, one (1) new ice maker on the first floor, one (1) new washing machine and floor drain in the basement, and natural gas piping shall be extended to serve new mechanical dedicated outdoor air system (DOAS) units requiring gas heating. All restrooms are undergoing renovation as part of this Project, and new ADA compliant fixtures shall replace the existing and reconnect to existing utilities serving the previous fixtures. Details for the upgrade and replacement are included in the specifications document (**Attachment A**).

D. Fire Protection

The existing automatic wet pipe sprinkler system serving the building is to be reconfigured as required to accommodate the new programming and space layout intentions. All major existing fire suppression infrastructure, including incoming water supply, standpipes, and main branches, is to remain. Minor relocation and/or provision of new sprinkler heads is to be completed per NFPA 13 and DC Fire Code requirements. Fire Alarm systems, sprinkler systems, Fire code compliance, Fire Extinguishers should be upgraded, replaced or corrected per the attached specifications document (**Attachment A**).

E. Electrical

Electrical shall be designed to include new LED lighting throughout the facility as indicated on the drawings. The electrical distribution system shall be verified to be designed per code and modified to meet NEC as necessary such as circuit breaker (CB) sizes properly set and three phase CBs providing power to one three phase CB. Adjustments to the power distribution shall be made to support the additional operations room workstations power requirements for normal and UPS outlets as necessary. All electrical work shall follow the attached specifications document (**Attachment A**).

2.2 Preconstruction Activities

Prior to commencing construction, the Contractor shall verify that the Drawings and Specifications are accurate and coordinate the Work around the existing site conditions. The Contractor shall also verify that existing conditions are as noted on the Drawings. Unless a delay in completing the preconstruction activities is the result of a delay by the Department or the Program Manager beyond the timeframes set forth herein or an event of force majeure, delays in completing the preconstruction activities shall not be considered excusable and shall not justify an extension of the Substantial Completion Date.

2.2.1 Detailed Schedule. Within seven (7) days of the issuance of a Notice to Proceed, the Contractor shall submit to the Department for its approval a schedule of the Project. Such schedule shall include a schedule for submittals that is reasonably acceptable to the Program Manager. The Program Manager shall have five (5) business days to review such submittal.

2.2.2 Construction Management Plan. The Contractor shall submit a draft of its construction management plan (“Construction Management Plan”) within thirty (30) days after the Notice to Proceed is issued to include, but is not limited to, noise control, hours for construction and deliveries, truck routes, trash and debris removal plan, traffic and parking control, communications procedures, emergency procedures, quality control procedures, dust control, public street cleaning and repair, planned occupancy of public ways, erosion control, tree protection plan, vibration monitoring, temporary fire protection measures, Project signage, pest control, construction staging plan, and construction logistics plan.

2.2.3 Constructability/Sole Source/Long-Lead Time Memorandum. Concurrently with the Construction Management Plan, the Contractor shall prepare a memorandum identifying

key construction concerns related to the Project. Such memorandum shall: (i) assess the constructability issues related to the Project, including site logistics; (ii) identify any items where the design is predicated on a single manufacturer and, if so, identify at least two (2) comparable products; and (iii) identify any long-lead delivery items that could adversely affect the schedule contemplated in this RFP. To the extent any such long-lead items are identified, the memorandum shall make recommendations for addressing such items.

2.2.4 Permits. The Contractor shall prepare and submit all permits (with the exception of the building permit, which the Department shall provide) and applications for other approvals that are necessary for the construction of the Project. No later than ten (10) days after the notice to proceed for Preconstruction Services, the Contractor shall prepare and submit a matrix that identifies all permits and land use approvals that are required for the Project to proceed. The matrix should include zoning and other land use entitlements, building permits, as well as trade permits and lane closure permits. The matrix shall identify the specific permit, the date by which such is needed to maintain the Project's Schedule, and a status column. The matrix shall be updated monthly.

2.2.5 Testing Plan. The Contractor shall submit a Testing Plan that lists what tests and inspections should be performed throughout each phase of the construction where applicable.

2.2.6 Disincentive Fee for Failure to Timely Submit Deliverables. The Contractor acknowledges that the Department is engaging the Contractor to provide an extensive level of preconstruction support services to minimize the potential for cost overruns, schedule delays, or the need for extensive Value Engineering/redesign late in the Project and that the deliverables required under **Section 2.14.1** are key to identify the value of such services. In the event the Contractor fails to deliver any of the deliverables required in **Section 2.14.1** (and unless such failure is the result of any event of Force Majeure), the Contractor shall be subject to a disincentive fee in an amount of One Thousand Dollars (\$1,000.00) plus Five Hundred Dollars (\$500.00) per day after receiving written notice from either the COTR or the Contracting Officer of failure to submit such deliverables.

2.3 Construction Phase

Construction shall commence when the Department issues a written Notice to Proceed for Construction. The Contractor shall construct the Work described on the Drawings and Specifications, including any work that is not specifically shown thereon but is reasonably inferable therefrom or necessary for a fully functioning Project. The Work shall be carried out in a good and workmanlike, first-class manner, and in a timely fashion. All materials and equipment to be incorporated into the Project shall be new and previously unused, unless otherwise specified, and shall be free of manufacturing or other defects. The Work shall be accomplished in accordance with the following:

- 2.3.1** The Contractor shall properly supervise and coordinate its work. At a minimum, it is envisioned that the Contractor shall at a minimum, undertake the following tasks:

- a. Participate and assist in Project/Planning meetings;
- b. Maintain full-time on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log;
- c. Coordinate work with any on-site OUC personnel so as to ensure that their activities are not adversely affected;
- d. Conduct periodic progress meetings following a Contractor generated agenda with the Program Manager;
- e. Provide general safety and signage and posting for the Project and see that each subcontractor prepares and submits adequate safety program and monitoring throughout the Project;
- f. Obtain all job permits and approvals from the Department of Consumer and Regulatory Affairs that are required to perform and complete the Work, unless otherwise noted herein;
- g. Prepare payment requests, verify accuracy, and forward them to Department for approval and payment;
- h. Assemble close-out documents required;
- i. Provide assistance to the Department through all applicable warranty periods;
- j. Coordinate its work with all third parties so as not to delay the critical path of the Project; and
- k. Prepare and submit to the Department construction meeting minutes, progress meeting minutes, daily logs, inspection reports, preliminary and baseline schedules, (Primavera format) and schedule updates demonstrating the critical path of the Project (Primavera format).

2.3.2 Compliance with Other Requirements. In performing the Work, the Contractor and its subcontractors shall comply with all of the applicable provisions of the Standard Contract Provisions and the requirements set forth in **Section 2.5** (Site Safety), **Section 2.7** (Workhours; Coordination with All Parties and the Community), and **Section 2.8** (Quality Control Plan) of this RFP.

2.3.3 Site Office. Throughout the Work, the Contractor shall provide and maintain a fully-equipped construction office on the Project site.

2.3.4 Supervision. Throughout the Work, the construction office shall be managed by personnel competent to oversee the Work at all times while construction is underway. Such personnel shall maintain full-time, on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log.

2.3.5 Weekly Progress Meetings. Throughout the Work, the Contractor shall conduct weekly progress meetings following the Contractor's generated agenda with the Department's Project Manager and key trade subcontractors. The Contractor shall draft and circulate the meeting minutes on a weekly basis.

2.3.6 Move-in Assistance. The Contractor shall assist the Project team in relocating FF&E and other items, as applicable.

2.3.7 Delay Disincentive Fee. In addition to the disincentive cost provided for in Sections 2.13.2 relating to replacement of the Key Personnel, and 2.2.6 relating to deliverables, if the Scope of Work is not substantially complete by the Substantial Completion Date, the Contractor shall be subject to disincentive fee in the amount of One Thousand Dollars (\$1,000) per day. These damages shall not apply if the delay is the result of Force Majeure, and the Contractor otherwise complies with the provisions set forth in the Agreement and Standard Contract Provisions.

2.3.8 Hazardous Materials. The Contractor's Scope of Work includes the abatement and removal of hazardous materials found anywhere on or within the Project site. In performing such work, the Contractor shall comply with all laws, including, without limitation, the requirements of the Environmental Protection Agency and all jurisdictional agencies and all laws relating to safety, health welfare, and protection of the environment, in removing, treating, encapsulating, passivating, and/or disposing of hazardous materials, including, but not limited to, removal, treatment, encapsulation, passivation, and/or disposal of the hazardous materials. If any notices to governmental authorities are required, the Contractor shall also give those notices at the appropriate times. The Contractor shall ensure abatement subcontractors and disposal sites are appropriately licensed and qualified. In addition, the Contractor shall ensure that any subcontractors involved in the abatement of hazardous materials maintain a contractor's pollution legal liability insurance policy of at least Two Million Dollars (\$2,000,000) for the duration of the Project and a period of ten (10) years after Substantial Completion of the Project, and that any disposal site to which hazardous materials are taken carries environmental impairment liability insurance for the duration of the Project and a period of ten (10) years after Substantial Completion of the Project. The Contractor's obligations under this Section 2.3.8 shall include signing (as the agent for the Department) any manifests required for the disposal of hazardous materials.

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

2.4 Extent of Responsibility and Site Conditions.

The Contractor shall be entitled to submit a Change Request for differing site conditions only to the extent that such conditions could not have been discovered by a competent visual inspection of the site and are of unusual nature and differ materially from those ordinarily encountered and generally recognized as inhering to work of the character provided for in the Contract (such circumstances, “Differing Site Conditions”). The term Differing Site Conditions shall mean subsurface conditions on or adjacent to the Project site which differ materially from those indicated in the geotechnical reports prepared by the Contractor. The term Differing Site Conditions shall also include unknown physical conditions at the site of an unusual nature which differ materially from those ordinarily encountered and generally recognized as inhering to work of the character provided for in this Contract. Prior to commencing construction, the Contractor shall be required to conduct a thorough review of the Project site and the surrounding area and shall document its findings. In the event the Contractor fails to undertake and document such a thorough review, the Contractor shall be deemed to have known of those conditions which a thorough review would have detected. Any Change Request related to Differing Site Conditions shall be made pursuant to the Standard Contract Provisions.

2.5 Site Safety

2.5.1 General Responsibility. The Contractor shall provide a safe and efficient site, with controlled access. As part of this obligation, the Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project, and shall comply with the requirements set forth in **Article 16, Section F** of the Standard Contract Provisions.

2.5.2 Safety Plan. Prior to the start of construction activities, the Contractor shall prepare a safety plan for the Construction Phase conforming to OSHA 29 CFR 1926 (such plan, the “Safety Plan”). This Safety Plan developed by the Contractor shall describe the proposed separation and the specific nature of the safety measures to be taken including fences and barriers that shall be used and the site security details. This Safety Plan shall be submitted to the District for their review and approval prior to the commencement of construction. Once the Safety Plan has been approved, the Contractor shall comply with the plan at all times during construction. The Contractor shall be required to revise the Safety Plan as may be requested by the Department or OUC. The cost of revising and complying with the plan shall not entitle the Contractor to an increase in the Lump Sum Price. The Contractor shall not be permitted to commence the Construction Phase until the Safety Plan is submitted and in no event shall any resulting delay constitute an excusable delay. Additionally, the Contractor shall comply with the requirements of **Article 27, Section A** of the Standard Contract Provisions.

2.5.3 Safety Barriers/Fences. As part of its responsibility for Project safety, the Contractor shall install such fences and barriers as may be necessary to separate the construction areas of the site from the public. The Contractor shall describe in the Safety Plan the proposed separation and the specific nature of the fences and barriers that shall be used.

2.5.4 Site Security. The Contractor shall be responsible for site security and shall be required to provide necessary measures to protect the site from unwanted intrusion, including but not limited to soliciting the services of the District's Protective Services Division (PSD) to provide additional security of the site if necessary.

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

2.5.6 The Contractor shall be responsible for the cost of temporary power used during the construction of the Project, including, but not limited to, the cost of installing such temporary wiring as may be required to bring power to the site. The Contractor shall also be responsible for the cost of all temporary construction necessary on the site.

2.5.7 Site Cleanliness. During the Agreement performance and/or as directed by the Department, as the installation is completed, the Contractor shall ensure that the site is clear of all extraneous materials, rubbish, or debris.

2.6 Reporting Requirements

The Contractor shall be required to submit the following reports:

2.6.1 Monthly Report. The Contractor shall provide written reports to the Department, on the progress of the entire Work at least monthly from Preconstruction NTP until Final Completion of the Project. The monthly report shall include: (i) an updated schedule analysis, including any plans to correct defective or deficient work or recover delays; (ii) an updated cost report; (iii) a monthly review of cash flow; (iv) a quality control report; and (v) progress photos.

2.6.2 Bi-Weekly Meetings and Schedule Updates. The Contractor shall meet with the Department to provide a Baseline Schedule update to the Department, on the progress of the entire Work at least bi-weekly, in the same format set forth in **Section 2.2.1.1** of this RFP. The update shall reflect the actual progress of the Project, identify developing or potential delays, regardless of their cause, and reflect the Contractor's best projection of the actual date by which Substantial Completion and Final Completion of the Project shall be achieved. The Contractor shall also state what must be done to avoid or reduce that delay, changes that have occurred since the last update, including those related to major changes in the Scope of Work, activities modified since the last update, revised projections of durations, progress and completion, revisions to the schedule logic or assumptions, and other relevant changes.

2.6.3 Use of ProjectTeam. The Contractor shall utilize the Department's ProjectTeam system to submit any and all documentation required to be provided by the Contractor for the Project, including or other web-based document management system to submit any and

all documentation required to be provided by the Contractor, including, but not limited to: (i) requests for information; (ii) submittals; (iii) meeting minutes; (iv) invoices/applications for payment (full package including all forms required by the Department); (v) certified payrolls (in addition to upload via LCP Tracker); (vi) drawings and specifications; (vii) punchlist; and (viii) other documents as may be designated by the Department.

2.6.4 Invoice Submittal. The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>. The Contractor shall submit proper invoices on a monthly basis. To constitute the required documentation for the invoice per Article 8 of the Standard Contract Provisions, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

2.7 Workhours; Coordination with all Parties and Community

2.7.1 Workhours. The Contractor shall comply with the Noise Ordinance and neither it nor its subcontractors shall undertake work on the Project site other than at the times and sound level permitted by the Noise Ordinance.

2.7.2 Parking. The Contractor shall organize its work in such a manner so as to minimize the impact of its operations on the surrounding community. To the extent that the number of workers on the site is likely to have an adverse impact on neighborhood parking, the Contractor shall develop a parking plan for those individuals working on the site that is reasonably acceptable to the Department.

2.7.3 Wheel Washing Stations. The Contractor shall provide wheel washing stations on site to prevent the accumulation of dirt and other refuse on the streets surrounding the Project site.

2.7.4 Outreach Plan. The Contractor shall keep the Department informed of the construction activities and their potential impact on the community. The Contractor shall submit the plan to the Department prior to its implementation and such plan shall be subject to the Department's review and approval.

2.8 Quality Control Plan

2.8.1 General Obligation. The Contractor shall be responsible for all activities necessary to manage, control, and document work to ensure compliance with the Contract Documents as outlined in **Part 7**. The Contractor's responsibility includes ensuring adequate quality control services are provided by the Contractor's employees and its subcontractors at all levels. The Work activities shall include safety, submittal management, document reviews, reporting, and all other functions related to quality construction.

2.8.2 Quality Control Plan. The Contractor shall develop a quality control plan for the Project (the "Quality Control Plan"). A draft of the Quality Control Plan shall be submitted to the Department and shall be subject to the Department's review and approval. The

Quality Control Plan shall be tailored to the specific products/type of construction activities contemplated in the Design Development Documents, and in general, shall include a table of contents, quality control team organization, duties/responsibilities of quality control personnel, submittal procedures, inspection procedures, deficiency correction procedures, documentation process, and a list of any other specific actions or procedures that shall be required for key elements of the Work.

2.8.3 Implementation. During the Construction Phase, the Contractor shall perform regular quality control inspections and create reports based on such inspections pursuant to the Quality Control Plan. These quality control reports shall be provided to the Department electronically on a monthly basis. The Contractor shall incorporate a quality control section in the progress meetings to discuss outstanding deficiencies, testing/inspections, and upcoming work. The monthly report shall include a detailed summary of the steps that are being employed to provide quality construction and workmanship. The monthly report should specifically address issues raised during the month and outline the steps that are being used to address such issues.

2.8.4 Corrective Action Plan. The Department shall have the right to direct the Contractor to revise the Quality Control Plan in accordance with the Agreement.

2.9 Project Close-out

2.9.1 Punchlist. Promptly after Substantial Completion, the Contractor shall develop a punchlist. Once the punchlist is prepared, the Contractor shall inspect the Work along with representatives from the Department. The punchlist shall be revised to reflect additional work items that are discovered during such inspection. The Contractor shall correct all punchlist items no later than ninety (90) days after Substantial Completion is achieved.

2.9.2 Training. The Contractor shall provide training to OUC and the Department staff on all of the building systems, as applicable. The Contractor shall be required to schedule such training sessions and shall use commercially reasonable efforts to ensure all such training occurs prior to the Final Completion Date.

2.9.3 Warranties & Manuals. Subsequent to Substantial Completion Date and no later than fifteen (15) days following the Substantial Completion Date, the Contractor shall prepare and submit the following documentation: (i) a complete set of product manuals (O&M), training videos, warranties, etc.; (ii) attic stock; (iii) an equipment schedule; (iv) a proposed schedule of maintenance for the renovated building; (v) environmental, health and safety documents for the renovated building; and (vi) all applicable inspection certificates/permits (boiler, elevator, emergency evacuation plans, health inspection, etc.) for the renovated building.

No later than thirty (30) days following the Substantial Completion Date, the Contractor shall prepare and submit: (i) a complete set of its Project files; (ii) a set of record drawings; and (iii) any additional documentation required by the Turnover Protocol Document listed in **Attachment Q**.

2.9.4 Eleven Month Walk. The Contractor shall use commercially reasonable efforts to schedule a joint inspection of the Project during the eleventh month after Substantial Completion is achieved. During such inspection, the Contractor and a representative of the Department shall walk the Project to identify any necessary warranty work.

2.10 Lump Sum Price

The Contractor shall be paid a Lump Sum Price to Fully Complete the Project. Fully Complete shall mean to undertake all of the Work necessary to fully construct and complete the Project and execute all tasks necessary to obtain the final Certificate of Occupancy for the Project from the District of Columbia; submit final lien releases from the Contractor and Subcontractors and material suppliers; complete all punch list items to the Department's approval and sign-off; and cause all representations, warranties, and guarantees to be honored and otherwise fulfill all of the requirements set forth in the Contract.

2.11 Nature of the Lump Sum Price

The Contractor acknowledges and understands that the Lump Sum Price is based on the Drawings and Specifications included as **Attachment A**. It is understood and agreed that the Lump Sum Price represents the Contractor's offer to Fully Complete the Project. The Parties acknowledge and agree that it is their intent to have the Contractor construct and deliver a fully functional Project site as contemplated in the Drawings and Specifications for the Lump Sum Price and consistent with the Project Schedule. In furtherance of such intent, the Contractor hereby assumes the risks associated with and shall be responsible for (i) any changes in market conditions that affect the cost of labor or materials; (ii) coordination issues between the Drawings and Specifications; (iii) elements of work not shown on the Drawings and Specifications, but which are reasonably inferable from the Drawings and Specifications; (iv) cost associated with acceleration of the work and expediting of materials necessary to meet the Project Schedule which are the result of anything other than an Excusable Delay; and (v) the risk of subcontractor default.

2.12 Retainage

Payment of the invoice amount as described above less agreed upon retainage and all previous payments shall be made as soon as practicable. Unless otherwise provided for in the Contract the retained payment percentage shall be 10%, provided, however, that if the Contracting Officer determines that the work is Substantially Complete and that the amount of retained percentages is in excess of the amount considered by him to be adequate for the protection of the District, he may in his discretion release to the Architect-Engineer such excess amount.

2.13 Risks Assumed by Contractor

Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly examined the terms of the Contract and the Drawings and Specifications and has visited the Project site and has become familiar with local conditions under which the Work is to be performed. The Contractor further represents that it has satisfied itself that it can undertake the work for the stated

cost. Among other things, by entering into the Contract, the Contractor assumes the following risks: (1) the nature of the land and subsoil; (2) the form and nature of the site and surrounding areas; (3) details and levels of existing pipe lines, conduits, sewers, drains, cables or other existing services; (4) the quantities, nature and availability of the materials, tools, equipment and labor necessary for the completion of the Work; (5) the means of access to the site and any accommodation that may be required; (6) uncertainties of weather and physical conditions at the site; and (7) in general to have itself obtained all necessary information as to risk contingencies, climatic, hydrological and natural conditions and other circumstances which may influence or affect its performance of the Work.

2.14 Key Personnel; Diversion

2.14.1 Identification of Key Personnel. The following individuals shall be considered key personnel (“Key Personnel”): (i) the Project Executive; (ii) the Field Superintendent; (iii) the Project Manager; and (iv) Safety/Quality Assurance/Quality Control Manager. The Contractor shall not be permitted to reassign any of the Key Personnel unless the Department approves the proposed reassignment and the proposed replacement.

2.14.2 Key Personnel Removal or Replacement Disincentive Fee. If the Contractor removes or reassigns one of the Key Personnel (excluding, however, instances where such personnel become unavailable due to death, disability, or separation from the employment of the Contractor or any affiliate of the Contractor) without the prior written consent of the Department's Contracting Officer, the Contractor shall pay to the Department the sum of \$25,000 for each replacement as a replacement fee and not as a penalty, to reimburse the Department for its administrative costs arising from the Contractor's failure to provide the Key Personnel. The foregoing replacement fee amount shall not bar recovery of any other damages, costs or expenses other than the Department's internal administrative costs. In addition, the Department shall have the right, to be exercised in its sole discretion, to remove, replace or to reduce the scope of services of the Contractor in the event that a member of the key personnel has been removed or replaced by the Contractor without the consent of the Department. In the event the Department exercises the right to remove, replace or to reduce the scope of services of the Contractor, the Department shall have the right to enforce the terms of the Agreement and to keep-in-place those members of the Contractor's team not removed or replaced and the remaining members shall complete the services required under the Agreement in conjunction with the new members of the Contractor's team approved by the Department.

2.15 Deliverable List

The Contractor shall be required to prepare and submit the following, in addition to any other deliverables required under this RFP and the RFP Documents:

2.15.1 Preconstruction Phase Deliverables

- a) Project Plan including Project Schedule

- b) List of Long Lead Items that could adversely impact the Project's schedule and recommendations for purchase.
- c) Statement of constructability within ten (10) days of the conclusion of the Preconstruction Phase, executed by the Contractor.
- d) Insurance Certificates.
- e) Contractor's Performance and Payment Bonds.
- f) Testing Plan as applicable.
- g) Shop drawings submittal log.

2.15.2 Construction Deliverables

- a) Hazardous Material Abatement Subcontractor Insurance Certificates.
- b) Hazardous Material Abatement Records.
- c) Progress Meeting Minutes.
- d) Project Schedule Updates.
- e) Project Progress Reports.
- f) OSHA Safety Plan.
- g) Close out documents (Product Manuals, Warranties, etc.).
- h) Quality Control Plan.
- i) Quality Control Inspection Reports.
- j) Corrective Action Plan.
- k) ProjectTeam submissions.
- l) Invoices and Acceptable Application for Payment with Release of Liens and Claims.
- m) Insurance Certificates.
- n) Performance and Payment Bonds and Agreement of Indemnity
- o) Certificate of Substantial Completion executed by the AE and submitted to the Department for review, concurrence and approval.
- p) Documents that may be required by Contracting Officer from time to time.

2.15.3 Close-Out Deliverables

- a) A complete set of the Contractor's Project files.
- b) A complete set of product manuals (O&M), training videos, warranties, etc.
- c) As built record drawings.
- d) Attic stock and schedule.
- e) Equipment schedule.
- f) Proposed schedule of maintenance.
- g) Environmental, health & safety documents.
- h) LEED – Preliminary Construction Review.
- i) All applicable inspection certificates/permits (boiler, elevator, emergency evacuation plans, health inspection, etc.).
- j) All other files and requirements outlined in Turnover Protocol Document (**Attachment Q**).

2.16 Licensing, Accreditation and Registration

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

2.17 Conformance with Laws

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

2.18 Davis-Bacon Act

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

2.19 Time is of the Essence

Time is of the essence with respect to the Agreement. The Project must be Substantially Complete by the Substantial Completion Date. As such, the Contractor must dedicate such personnel and other resources as are necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

2.20 Protection of Existing Elements

The Contractor shall ensure the protection of all existing features, public utilities, and other existing structures during construction. The Contractor shall ensure the protection of existing, site improvements, trees and shrubs from damage during construction. Protection extends to the root systems of existing vegetation. The Contractor shall not store materials or equipment, or drive machinery, within drip line of existing trees and shrubs.

PART 3 - EVALUATION AND AWARD CRITERIA

3.0 Evaluation Criteria

Proposals will be evaluated in accordance with the following evaluation criteria:

- a) Past Performance, Relevant Experience & Capabilities (25 points)
- b) Key Personnel (25 points)
- c) Project Management Plan and Schedule (30 points)
- d) Price (20 points)
- e) Certified Business Enterprise (“CBE”) Preference Points (up to 12 points)

3.1 Evaluation Process

The Department shall evaluate Offerors’ proposals (“Proposal(s)”) and any requested best and final offers (“BAFO(s)”) in accordance with the provisions of this **Part 3** and the Department’s Procurement Regulations. Proposal(s) include all items outlined in **Section 5.1**.

3.2 Evaluation Committee

Each Offeror’s Proposal shall be evaluated in accordance with this **Part 3** 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 conduct an independent evaluation of the technical Proposals in addition to consideration of the price proposal evaluations and CBE Preference Points, if any. Thereafter, 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 3.4** of this RFP.

3.3 Oral Presentation

The Department does not intend to interview Offerors and contract award may be made without discussion; however, the Department reserves the right to interview Offerors in the competitive range, if necessary. If the Department conducts such interviews, each Offeror within the competitive range shall make an oral presentation to the Department’s Evaluation Committee, and participate in a question and answer session. The purpose of the oral presentation and the question and answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Offeror and the Offeror’s key personnel. The Proposal will be re-scored at the conclusion of the oral presentation.

3.3.1 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 forty-five (45) minutes for

the Evaluation Committee to assess the presentation and prepare questions. The Offeror will then respond to questions from the Department's Evaluation Committee for no more than ninety (90) minutes.

3.3.2 Oral Presentation Schedule

The Department does not intend to interview Offerors and contract award may be made without discussion. However, the Department reserves the right to interview Offerors in the competitive range, if necessary. If the Department conducts such interviews, each Offeror within the competitive range shall make an oral presentation to the Evaluation Committee and participate in a question and answer session. The purpose of the oral presentation and the question and answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The submission will be re-scored at the conclusion of the oral presentation.

3.3.3 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 seven (7) persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of the key areas of responsibility that are deemed essential to the successful completion of the Project.

3.3.4 Topics

The Offeror may present information about its capabilities and special qualifications to serve as the Contractor for this Project, including the qualifications of the Key Personnel.

3.4 Proposal Scoring

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 **Part 4** 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 responsive and responsible Offeror found 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 evaluated score.

3.4.1 Past Performance, Relevant Experience & Capabilities (25 points)

The Department desires to engage a Contractor with the experience necessary to accomplish the objectives set forth in the RFP. The Offeror will be evaluated based the following:

- i. Demonstrated experience with construction and/or renovation of data centers, military, or public safety/emergency management facilities, and extensive knowledge of such facilities in a setting similar in size and cost to the proposed Project.
- ii. Demonstrated knowledge and experience with the local subcontracting market
- iii. Past performance (considering schedule and budget) with public and/or private projects of similar scale (scale = construction budget total sf)

In evaluating these subfactors, the Department will evaluate, among other things, the Offeror's track record in delivering projects on-time and on-budget. This element of the evaluation will be worth up to twenty-five (25) points.

The Offeror shall ensure that up to three (3) Past Performance Evaluation forms, **Attachment K**, are completed and included in the Proposal. If the Offeror is a partnership, the teaming agreement shall include the intention, expectations, roles and responsibility of the prime contractor, roles and responsibility of the teaming partner, why the parties are teaming, division of the work and percentages.

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror will not be evaluated favorably or unfavorably on past performance.

If the Offeror is a team or joint venture, the names and addresses of the team or individual members of the joint venture, and copies of any joint venture or teaming agreements shall be provided. If the Offeror is a team the teaming agreement should include intention, expectations, roles and responsibility of the Contractor, roles and responsibility of the teaming partner, why the parties are teaming, division of the work and percentages. If the Offeror is a team or a Joint Venture of multiple companies, the Evaluation Committee 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.

3.4.2 Key Personnel (25 points)

The Department desires that the Contractor assign the appropriate number of personnel having the necessary seniority to implement a project of this type. The personnel should have experience working together and each such individual should have the necessary level of experience and education for his or her proposed role. Proposals should identify, at a minimum, (i) the Project Executive; (ii) the Field Superintendent; (iii) the Project Manager; and (iv) Safety/Quality Assurance/Quality Control Manager. The availability and experience of the key individuals assigned to this Project will be evaluated as part of this element. Offerors should provide a table that identifies the specific staff that will be assigned to this Project. The table should include: (i) the individual's name (if known); (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this

Project); and (iv) the time periods during which the individual will be assigned to the Project. This table should include all personnel that will be assigned to the Project. This element of the evaluation will be worth up to twenty-five (25) points.

3.4.3 Project Management Plan and Schedule (30 points)

Offerors are required to submit a Project Management Plan. The Project Management Plan should clearly explain how the Contractor intends to manage and implement the Project. It should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the plan should: (i) identify the key milestone dates and provide a description of how these dates will be achieved; (ii) provide a skeletal schedule of the Work and the phasing of construction; (iii) describe the cost control management structures that will be used to ensure the Project is delivered on-budget; and (iv) describe the key challenges inherent in this Project and explain how they will be overcome or mitigated. The Department will also consider the experience that the Contractor and its team members have worked together on similar projects.

If applicable, the Management Plan should also address how the Work will be performed if the Project site will be occupied during the performance of the Project and should outline the Offeror's proposed measures for mitigating the impact that the Project will have upon the Project site and ensure a safe environment in the occupied spaces. In addition, if applicable, the Management Plan should outline the phasing of the Work in light of the partial occupation of the Project site with site plans, diagrams, and timelines.

The Management Plan will be worth up to thirty (30) points.

3.4.4 Price (20 points)

Offerors will be required to submit with their Proposals a Lump Sum Price. The Offeror shall submit the Offer Letter substantially in the form of **Attachment B**. The pricing sheet shall be submitted as part of Volume 2 (i.e. the price proposal) as more fully described in **Part 5** of this RFP. The price component will be worth up to twenty (20) points.

3.4.5 CBE Preference (12 points)

The remaining twelve (12) points will be awarded based on the Offeror status as a Small Business Enterprise ("SBE") Certified Business Enterprise ("CBE") as outlined in **Part 4** of this RFP.

PART 4 - ECONOMIC INCLUSION

4.0 Preference for Small, Local, and Disadvantaged Business Enterprises

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

- a) Three (3) preference points shall be awarded if the Offeror is certified as a small business enterprise.
- b) Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- c) Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business.
- d) Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- e) Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- f) Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.
- g) Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.
- h) Two (2) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise.

A certified business enterprise ("CBE") shall be entitled to any or all of the preferences provided in this Section, but in no case shall a CBE be entitled to a preference of more than 12 points.

4.1 Preferences for Certified Joint Ventures

A certified Joint Venture will receive preferences as determined by the Department of Small and Local Business Development ("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 Department of Small and Local Business Development at (202) 727-3900 if additional information is required on certification procedures and requirements.

4.2 Subcontracting Plan

4.2.1 Mandatory Subcontracting Requirements

- a) Unless the Director of DSLBD has approved a waiver in writing in accordance with D.C. Official Code § 2-218.51, for all contracts in excess of \$250,000, 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 4.2.1** 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) Except as provided in paragraphs (e) and (g) below of this **Section 4.2.1**, 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.
- d) 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.
- e) Each CBE utilized to meet these subcontracting requirements shall perform at least (35%) of its contracting effort with its own organization and resources.
- f) 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.

4.2.2 Subcontracting Plan Requirements and Non-Responsive Proposals:

The Subcontracting Plan Form, **Attachment H**, must be provided as part of all Proposals, as follows:

1. If the prime contractor required by law to subcontract under this Contract, it shall submit a subcontracting plan as part of its bid in accordance with D.C. Official Code § 2–218.91, and Section 4.2.1 of this RFP. The SBE Subcontracting Plan must list all subcontractors at every tier and 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;
 - (d) The price to be paid by the prime contractor to each subcontractor; and
 - (e) Meet the subcontracting requirements as further described in Section 4.2.1 of this RFP.
2. If the prime Contractor is a Certified Business Enterprise (“CBE”) and self performs the entire project with its own organization and resources and will not subcontract any portion of the services, then the CBE shall only submit the SBE Subcontracting Form by selecting the self-performance option located on the first page of the SBE Subcontracting Form.
3. Offerors responding to this RFP shall be deemed nonresponsive and shall be rejected if the Bidder fails to submit a Subcontracting Plan with its bid as detailed in Section 4.2.1 and Section 4.2.2 of this RFP.
4. Once the Subcontracting Plan is approved by the Department’s CO, changes to the plan will only occur with the prior written approval of the CO and the Director of Department of Small and Local Business Development (“DSLBD”).
5. The Subcontracting Plan shall be provided before the District accepts the submission of the bid.

4.2.3 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 and the Director of Department of Small and Local Business Development.

4.2.4 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, District of Columbia Auditor and the Director of Department of Small and Local Business Development. 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.

4.2.5 Annual Meetings

Upon at least 30-days written notice provided by Department of Small and Local Business Development, 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.

4.2.6 DSLBD Notices

The Prime Contractor shall provide written notice to the Department of Small and Local Business Development and the District of Columbia Auditor upon commencement of the Agreement and when the Agreement is completed.

4.2.7 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 Contract, the CO shall have cause to terminate the Contract under the default provisions in the Standard Contract Provisions, **Attachment G**. 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.

4.3 51% District Residents New Hires Requirements and First Source Employment Agreement

4.3.1 For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (“First Source Act”).

4.3.2 The Contractor shall enter into and maintain during the term of the Contract, a First Source Employment Agreement (Employment Agreement) (**Attachment I**) with the District of Columbia Department of Employment Service’s (DOES), in which the Contractor shall agree that: (a) The first source for finding employees to fill all jobs created in order to perform the Contract shall be the First Source Register; and (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

4.3.3 If applicable, the Contractor 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.

4.3.4 The Contractor shall not begin performance of the Contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

4.3.5 The Contractor agrees that at least 51% of the new employees hired to perform the Contract shall be District residents. The Contractor shall ensure that at least fifty-one percent (51%) of the Contractor and every sub-consultant’s and subcontractor’s employees hired after the effective date of the Agreement, or after such subconsultant or subcontractor enters into a contract with the Contractor, to work on the Project shall be residents of the District of Columbia. This percentage shall be applied in the aggregate, and not trade by trade.

4.3.6 The Contractor’s hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the Contract.

4.3.7 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the Contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

4.3.8 If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor

costs of the Contract for each percentage by which the Contractor fails to meet its hiring requirements.

4.3.9 Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

4.3.10 The Contractor may appeal any decision of the CO pursuant to this clause to the DC Contract Appeals Board located at 441 4th Street, NW, Suite 350N, Washington, DC 20001.

4.3.11 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

4.3.12 Construction projects or contracts covered by this Section 4.3 of the Contract shall be subject to the hiring and reporting requirements set forth in this Section until construction is completed and a final certificate of occupancy has been issued.”

4.4 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.

4.5 Way To Work Amendment Act Of 2006

4.5.1. Except as described in Section 4.5.9 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.

4.5.2 The Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage.

4.5.3 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.

4.5.4 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.

4.5.5 The Contractor shall provide a copy of the Fact Sheet attached within **Attachment J** to each employee and subcontractor who performs services under the Contract. The Contractor shall also post the Notice attached within **Attachment J** 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.

4.5.6 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.

4.5.7 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.

4.5.8 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.

4.5.9 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.

4.6 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY

4.6.1 The Contractor is required to comply with Mayor’s Order 2021-099, COVID-19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns, and Grantees, dated August 10, 2021, and all substantially similar vaccine requirements, including any modifications to this Order, unless and until they are rescinded or superseded. At the request of the District government, Contractors may be asked to provide certification of compliance with this requirement and/or documents and records in support of this certification.

4.6.2 The Contractor is required to comply with City Administrator’s Order 2021-4, Resumption of Requirement for All Persons to Wear a Mask Inside District Government Buildings and While on Duty as a District Government Employee or Contractor, dated July 30, 2021, and all substantially similar mask requirements including any modifications to this Order, unless and until they are rescinded or superseded.

4.7 NONPROFIT FAIR COMPENSATION ACT OF 2020, D.C. Code § 2-222.01 *et seq.*

4.7.1 Nonprofit organizations, as defined in the Act, shall include in their rates the indirect costs incurred in provision of goods or performance of services under this contract pursuant to the nonprofit organization's unexpired Negotiated Indirect Cost Rate Agreement (NICRA). If a nonprofit organization does not have an unexpired NICRA, the nonprofit organization may elect to instead include in its rates its indirect costs:

- (1) As calculated using a *de minimis* rate of 10% of all direct costs under this contract;
- (2) By negotiating a new percentage indirect cost rate with the awarding agency;
- (3) As calculated with the same percentage indirect cost rate as the nonprofit organization negotiated with any District agency within the past 2 years; however, a nonprofit organization may request to renegotiate indirect costs rates in accordance with B.X.2; or
- (4) As calculated with a percentage rate and base amount, determined by a certified public accountant, as defined in the Act, using the nonprofit organization's audited financial statements from the immediately preceding fiscal year, pursuant to the OMB Uniform Guidance, and certified in writing by the certified public accountant.

4.7.2 If this contract is funded by a federal agency, indirect costs shall be consistent with the requirements for pass-through entities in 2 C.F.R. § 200.331, or any successor regulations.

4.7.3 The Contractor shall pay its subcontractors which are nonprofit organizations the same indirect cost rates as the nonprofit organization subcontractors would have received as a prime contractor.

4.8 Campaign Finance Reform Act

4.8.1 The Contractor agrees to comply with the Campaign Finance Reform Act certification requirement pursuant to the D.C. Official Code § 1-1161.01.

PART 5 - PROPOSALS AND PROPOSAL ORGANIZATION

5.0 General

This part 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.

5.1 Proposal Identification

All Proposals shall be submitted electronically, as follows:

An electronic copy of the complete proposals (**Technical** and **Price Proposals**) shall be submitted via the Submission Portal as described in **Section 5.2** by the Due Date in **Section 5.3** of this RFP. The submission should be titled: "**Proposal for Construction Services for Major Renovations of PSCC Building – DCAM-22-CS-RFP-0026.**"

5.2 Delivery or Mailing of Proposals

Proposals must be uploaded to Contracts & Procurement Division's Submission Portal using the link below:

<https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2>

The Submission Portal's preview is attached to this RFP as **Attachment T**.

5.3 Date and Time for Receiving Proposals

Proposals shall be received through the portal indicated in **Section 5.2** of this RFP no later than **December 21, 2022 at 4:00 p.m.** The Offeror assumes the sole responsibility for timely delivery of its Proposal, regardless of the method of delivery.

5.4 Proposal Size, Organization and Offeror Qualifications

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 in two volumes, a technical proposal, and a price proposal. The Technical Proposal shall be organized as follows:

5.4.1 Executive Summary of Proposal

Each Offeror should provide a Proposal executive summary of no more than three pages.

5.4.2 General Team Information and Firm(s) Data

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

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

5.4.3 Past Performance, Relevant Experience & Capabilities

- a) Detailed descriptions of no more than five (5) projects that best illustrate the team's experience and capabilities relevant to this Project. For each such project, the Offeror should provide the information requested below:

1. The name and location of the project.
 2. The square footage of the project
 3. A short narrative of the scope of the contractor's work on the project.
 4. The delivery method implemented on the project.
 5. The start and end dates for construction.
 6. The date of Contractor's engagement and point during the design process at which builder was engaged (e.g., schematic design 50% complete; schematic design 100% complete, etc.).
 7. The initial substantial completion date and initial contract value, also noting the contract type (i.e., GMP, NTE or Lump Sum).
 8. The level of completion of Design Documents that the initial contract value was based on.
 9. The actual substantial completion date and the final contract value.
- b. Past Performance Evaluations as described in Section 3.?

5.4.4 Key Personnel

Key Personnel should contain information requested in **Section 3.4.2** and **Section 3.4.4** of the RFP. In addition, the Offeror shall provide the following:

- a. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the Offeror.
- b. A list or chart of all personnel proposed for the Project. Such list or chart should include the following information for each individual:
 - i. The individual's name.
 - ii. The individual's role.
 - iii. The percentage of time that will be devoted by the individual to the Project. This should be identified for each phase of the Project.
 - iv. The individual's resume. Resumes should indicate the individual's experience on the five (5) relevant projects and identify the role of the individual in each past project noted on the resume. The resume should also clearly identify how long the individual has worked in the construction industry and should indicate the number of years of experience in his or her current role and the prior roles.
 - v. The individual's current workload over the next two years.
- c. A chart showing the experience that the key team members have working together.

5.4.5 Project Management Plan and Schedule

The Project Management Plan should contain the information requested in **Section 3.4.3** of the RFP.

5.4.6 Price Proposal

The Price proposal shall be organized as follows:

- a) **Form of Offer Letter/Bid Form.** Each Offeror shall submit a form of offer letter/bid form substantially in the form of **Attachment B**. Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the Proposal non-responsive.
- b) **Bidder-Offeror Certification Form.** Each Offeror shall complete and submit with its Price Proposal the Bidder-Offeror Certification Form attached hereto as **Attachment C**. An Offeror who submits an incomplete or improperly or inaccurately completed Bidder-Offeror Certification Form may be deemed non-responsive.
- c) **Tax Affidavit.** Each Offeror must submit a tax affidavit substantially in the form of **Attachment D**. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia Government.
- d) **Bid Bond.** Each Offeror shall submit with their Price Proposal a bid bond in the amount specified and further explained in **Part 9, Section 9.0**, in the form of **Attachment F**.
- e) **SBE Subcontracting Plan.** Each Offeror shall complete and submit with their Price Proposal a Subcontracting Plan in the form of **Attachment H**.
- f) **First Source Employment Agreement and Employment Plan.** Each Offeror shall complete and submit as part of its Price Proposal a First Source Agreement and Employment Plan in the form of **Attachment I**.
- g) **Certificate to Furnish Performance & Payment Bond.** Each Offeror shall submit with their Price Proposal a Certificate to Furnish Performance & Payment Bond in the form of **Attachment R**.
- h) **Equal Employment Opportunity (“EEO”) Policy Statement.** Each Offeror shall complete and submit an EEO Policy Statement in the form of **Attachment S**.
- i) Certificate of Clean Hands – The Certificate of Clean Hands can be downloaded from this link: <https://mytax.dc.gov/#1>
- j) A copy of business license

PART 6 - PROCEDURES & PROTESTS

6.0 Contact Person

Offerors should contact the Department's POC as stated in **Section 1.6** for information about this RFP or for any written questions or inquiries regarding the RFP.

6.1 Preproposal Conference and Site Visit

A pre-proposal conference and site visit will be held on **December 2, 2022 at 10:00 a.m. to 12:00 p.m.** at the Project site, which is located at 310 McMillan Drive NW, Washington, DC.

6.2 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 through the web portal provided in **Section 5.2** no later than **4:00 p.m., on December 9, 2022**. The person making the request shall be responsible for prompt delivery.

6.3 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).

6.4 Contract Award

This procurement is being conducted in accordance with D.C. Code § 2-354.03 and the provisions of Title 27 DCMR §§ 4700, et seq., of the Department's Procurement Regulations. 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 more 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.

6.5 Retention of Proposals

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

6.6 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.

6.7 Late Proposals: Modifications

- a) Any Proposal or BAFO received after the time specified in **Section 5.3** shall not be considered.
- b) Any modification of a Proposal, including a modification resulting from the CCO's requests for BAFO, is subject to the same conditions as in **Section 6.8 (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.

6.8 No Compensation for Preparation of Proposals

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

6.9 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 Proposals 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 Proposal that indicates a lack of understanding of any aspect of the Project.
- h) To reject Proposals that is 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.

6.10 Limitation of Authority

Only a Contracting Officer with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the 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 Contracting Officers.

6.11 Non-Responsive Proposals

6.11.1 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 C**.

6.11.2 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.

PART 7 – CONSTRUCTION SERVICES AGREEMENT

7.0 Contract Documents

The Form of Contract is attached to the RFP as **Attachment L**. The Standard Contract Provisions are attached hereto as **Attachment G**. Offerors should carefully review the Agreement and Standard Contract Provisions when submitting their Proposals. To the extent there are any ambiguities or inconsistencies among this RFP, the Standard Contract Provisions and the Agreement, the Standard Contract Provisions and the Agreement shall have precedence. Offerors are advised that they are required to submit their Proposals premised upon agreeing to the terms of the Standard Contract Provisions and entering into a Letter Contract, and subsequently, the Agreement.

PART 8 - INSURANCE REQUIREMENTS

A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

General liability, commercial auto, workers' compensation and property insurance policies (if applicable to this agreement) shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

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

performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance (“CGL”) - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit including explosion, collapse and underground hazards.

The contractor 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).

DGS should collect, review for accuracy and maintain all warranties for goods and services.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

All insurance required by paragraphs 1,2 and 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 Contractor shall provide a Crime policy including 3rd party fidelity to cover the dishonest acts of Contractors, its employees and/or volunteers which result in a loss to the District. The Government of the District of Columbia shall be included as loss payee. The policy shall provide a limit of \$25,000 per occurrence.
5. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
6. Environmental Liability/Contractors Pollution Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of environmental liability insurance covering losses caused by pollution or other hazardous conditions arising from ongoing or completed operations of the Contractor. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), clean-up costs, transit and non-owned disposal sites. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements. There shall be neither an exclusion nor a sublimit for mold or fungus-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the

Contractor's performance of any work under the Contract and that continuous completed operations coverage will be maintained for at least ten (10) years or an extended reporting period shall be purchased for no less than ten (10) years after completion.

The Contractor also must furnish to the CO - Owner certificates of insurance evidencing environmental liability insurance maintained by third party transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.

7. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, Workplace Torts, "Bullying" in "any location" and "by any means," including the Internet, whether between employees of contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
8. Installation-Floater Insurance - For projects not involving structural alterations, the contractor shall provide an installation floater policy with a limit equal to the Property values being installed as part of the project. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor.
9. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.
10. Riggers Liability – **(If applicable; e.g Crane operations)**. Addresses a contractor's liability arising out of the moving of property and equipment that belongs to others.

May be added by endorsement to the General Liability form - \$5,000,000 per occurrence.

11. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$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.

Construction Projects Controlled by the District

For construction projects controlled by the District, the District will procure the following policies with the District listed as the first named insured. Since the District will control the placement of the policies, the District should not contractually bind itself to secure coverage broader than the minimum that satisfy the interests of the Contractor.

Builders Risk – The District shall purchase and maintain, in a company authorized to do business in the jurisdiction in which the project is located, builders risk insurance, written on an "all risk", special causes of loss or equivalent form. Builders risk coverage will include boiler and machinery / equipment breakdown, earthquake and flood perils. Building ordinance and terrorism coverage will be included.

The deductible shall not exceed \$25,000 except for earthquake, flood, windstorm, water damage or other perils at the discretion of the District and as available in the insurance industry.

The project limit shall equal the replacement value of the structure, including coverage for property in transit and stored off premises.

At the discretion of the District, builders risk coverage will extend to soft costs and delayed completion.

Builders risk insurance shall include the interests of The Government of the District of Columbia, the Contractor, Subcontractors and Sub – subcontractors in the project.

C. 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.

- D. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- E. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above will not in any way limit the contractor's liability under this contract.
- F. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- G. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- H. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- I. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:

**James H. Marshall
Contracting Officer
Department of General Services
Contracts and Procurement Division
2000 14th Street NW, 4th Floor
Washington, DC 20009
james.marshall@dc.gov**

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

- J. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- K. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.

PART 9 - BONDS REQUIREMENTS

9.0 Bid Bond

Offerors are required to submit with their Proposals a bid bond in the amount of five percent (5%) of bid amount (i.e. the Lump Sum Price), in the form included as **Attachment F**. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties. Alternatively, Offerors may submit a cashier's check in lieu of a bid bond. However, in the event an Offeror who is awarded the Agreement fails to post a payment and performance bond for the full value of the Agreement, the Offeror shall thereby forfeit the full amount of the cashier's check, and the Department shall collect such funds. If the Offeror chooses to submit a cashier's check in lieu of a bid bond, the Offeror must complete the form included as **Attachment N** and return, notarized, with the Offeror's Proposal.

9.1 Trade Subcontractor Bonds

The Agreement will require that the Contractor ensure that all trade subcontractors provide a payment and performance bond having a penal value equal to One Hundred Percent (100%) of the cost of the trade subcontract. All such bonds shall be written on a dual-obligee basis.

9.2 Contractor's Payment and Performance Bond

In addition to the trade subcontractor bonds required by **Section 9.1**, the Contractor will be required to post a payment and performance bond having a penal value equal to the Lump Sum Price at the time the Agreement is executed.

PART 10 - MISCELLANEOUS PROVISIONS

10.0 Conflict of Interest

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 Proposals (**Attachment O**).

10.1 Definitions

Capitalized terms not otherwise defined in the Agreement definitions section shall have the meanings given to them in the RFP.

10.2 Abbreviations

The following are abbreviations used throughout this RFP:

CPM	Critical Path Method
LEED	Leadership in Energy & Environmental Design
NTP	Notice to Proceed
RFP	Request for Proposals
OP	Office of Planning
CO	Contracting Officer
CCO	Chief Contracting Officer
CA	Contract Administrator
CFA	Commission of Fine Arts
COTR	Contracting Officer's Technical Representative
CBE	Certified Business Enterprise
SBE	Small Business Enterprises

PART 11 - ATTACHMENTS

Attachments to this RFP include the following:

Attachment A	Drawings and Specifications
Attachment B	Form of Offer Letter/Bid Form
Attachment C	Bidder/Offeror's Certification Form
Attachment D	Tax Affidavit
Attachment E	Davis-Bacon Wage Rates
Attachment F	Bid Bond Form
Attachment G	Standard Contract Provisions (Construction Contracts)
Attachment H	SBE Subcontracting Plan
Attachment I	First Source Employment Agreement
Attachment J	2022 Living Wage Act
Attachment K	Past Performance Evaluation Form
Attachment L	Form of Contract (Will be issued via addendum)
Attachment M	Notice to Proceed and Letter Contract (Will be issued via addendum)
Attachment N	Bid Guarantee Certification
Attachment O	Conflict of Interest Disclosure Statement
Attachment P	Release of Lien Waivers
Attachment Q	DGS Turnover Protocol
Attachment R	Certification to Furnish Performance Payment Bond
Attachment S	EEO Policy Statement
Attachment T	Submission Portal's Preview
Attachment U	Details of FF&E – for reference only