



## **REQUEST FOR PROPOSAL**

**Solicitation Number DCAM-15-CS-0082**

**Build-Out of Digital Evidence Unit  
January 15, 2015**

**Set-Aside for Participation by DC Certified Small Business Enterprises Only**

**Proposal Due Date:** February 6, 2015 by 2:00 p.m. EST

**Proposal Delivery Location:** Department of General Services  
Contracts & Procurement Division, 8th Floor  
Attention: JW Lanum  
Frank D. Reeves Center  
2000 14th Street, NW  
Washington, DC 20009

**Pre-proposal Conference:** January 22, 2015 at 11:00 a.m.  
Digital Evidence Unit  
401 E Street SW, 3<sup>rd</sup> Floor  
Washington, DC 20009

**Contact:** Jamar Spruill  
Contract Specialist  
2000 14th Street, NW, 8th Floor  
Washington, D.C. 20009  
Email: [jamar.spruill@dc.gov](mailto:jamar.spruill@dc.gov)  
Phone: (202) 671-2255

## **Section A Executive Summary**

The Department of General Services (DGS) is seeking a contractor to provide labor, supervision, supplies, equipment and other services to modify existing space in the Digital Evidence Unit (DEU) Department of Forensic Sciences (DFS) Consolidated Forensic Laboratory (CFL), located on the 3rd floor at 401 E Street SW, Washington DC, 20009. The Contractor shall provide the required services in accordance with the DEU Drawing, dated December 4, 2014 (**Attachment A**).

This is a Sheltered Market Procurement and only Small Business Enterprises (SBEs) certified by the District's Department of Small and Local Business Development (DSLBD) under **NIGP Code 909-22-00** (Building Construction, Non-Residential) at the time of submission are eligible to participate. The Contractor must maintain the aforementioned certification throughout the term of any resulting contract. The Offeror shall submit with its proposal its CBE certification letter issued by DSLBD. (**See Section C**)

### **A.1 Contract Type**

The contract awarded pursuant to this RFP will be a fixed price type of contract.

### **A.2 Contractor's Compensation**

Offerors shall provide an Offer Letter (**Attachment B**) to include their lump sum price to complete the work. The lump sum price shall be the Contractor's sole method of compensation and as such shall be sufficient funding to cover all of the costs necessary to fully complete the Project. The lump sum price shall also include sufficient funding for items that are not specifically identified on the DEU Drawings but which are reasonably inferable therefrom.

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

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

### **A.4 Attachments**

Attachment A - DEU Drawings  
Attachment B - Form of Offer Letter  
Attachment C - Disclosure Statement  
Attachment D - Tax Affidavit  
Attachment E - Davis-Bacon Wage Rate

Attachment F - Subcontracting Plan Form  
Attachment G - 2015 Living Wage Act Notice and Fact Sheet  
Attachment H - Form of Contract  
Attachment I - Bid Bond Form  
Attachment J - First Source Employment Agreement  
Attachment K - Bid Guarantee Certification  
Attachment L Past Performance Evaluation Form

#### **A.5 Procurement Schedule**

The schedule for this procurement is as follows:

- Issue RFP - January 15, 2014
- Pre-Bid Conference & Site Visit - January 22, 2015 at 10:00 p.m.
- Last Day for Questions - January 28, 2015 at 2:00 p.m.
- Bids Due - February 5, 2015 at 2:00 p.m.

## **SECTION B SCOPE OF WORK**

### **B.1 Background:**

The Department of General Services (DGS) is seeking a contractor to provide labor, supervision, supplies, equipment and other services to modify existing space in the Department of Forensic Sciences (DFS) located on the 3rd floor of the Consolidated Forensic Laboratory (CFL), at 401 E Street SW, Washington DC, 20009.

#### **B.1.1 Location and Existing Conditions:**

The CFL is a new facility that is less than two years old that houses DFS, MPD Crime Scene Investigation and Office of the Chief Medical Examiner. The building consists of six (6) floors, of which DFS occupies part or all of floors one to four. The space being built out for DEU is located on the 3rd floor and is roughly 1400 square feet. Existing mechanical, electrical and plumbing services are already in the space but the Contractor shall provide modifications for the build out.

### **B.2 SCOPE OF WORK (SOW):**

The details of this SOW include, but are not limited to the following:

The Contractor shall provide all necessary labor, equipment and materials as may be required to complete the build out of DEU as described below and shown in Attachment 1.

#### **B.2.1. Room 3176**

1. Work benches – Provide (9) 48” W x 30” D x 36” H work benches. Work surface shall be a black epoxy resin. Basis of design: A.T. Villa Ergolab with Nevamar ESD Worktops
2. Under counter pedestals – Provide (9) 3 drawer, 15” W steel box / steel face pedestals. Basis of design: A.T. Villa Ergolab
3. Tele-power poles – Install one tele-power pole at each end of the new work surface. Install (2) duplex electrical receptacles and (1) dual Cat6 network drop in each pole.
4. Flooring – Install static dissipative rubber sheet flooring. Basis of design: Staticworx EC Series ESD Rubber Sheet Flooring
5. Install new partition, 3 5/8” metal stud, 5/8” gyp bd 1 layer each side with (2) 14” x 14” flush access doors.
6. Install (19) single Cat6 network drops in the existing horizontal wire mold. Coordinate locations with existing workstations.

#### **B.2.2. Room 3183**

7. Work benches – Provide (2) 48” W x 30” D x 36” H work benches. Work surface shall be a black epoxy resin. Basis of design: A.T. Villa Forte Adaptable Laboratory System

8. Under counter pedestals – Provide (2) 3 drawer, 15” W steel box / steel face pedestals. Basis of design: A.T. Villa Forte Adaptable Laboratory System
9. Flooring – Install static dissipative rubber sheet flooring. Basis of design: Staticworx EC Series ESD Rubber Sheet Flooring
10. Convert existing standard duplex electrical receptacle on east wall to emergency circuit.

### **B.2.3 Room 2300**

11. Install external light switch in corridor.

## **B.3 Related Services:**

The Contractor shall provide at a minimum the following related services:

**B.3.1 Collection, Assessment and Verification of Existing Conditions** – Contractor(s) shall be responsible for collection, assessment and verification of existing conditions for the refurbishments to be completed.

**B.3.2 Meetings** – Contractor, DGS and DFS shall meet as necessary to complete the renovations.

**B.3.3 Submittals** – Contractor shall submit to DGS for review and approval all shop drawings, product data and samples. Furniture, flooring, and power poles need to be submitted for approval within the first 7 calendar days of NTP.

**B.3.4 Construction Schedule** – Contractor shall submit to DGS for review and approval a construction schedule within 5 business days of NTP. The Contractor shall also provide updates of schedule to DGS as necessary to maintain a current schedule document.

**B.3.5 Walk-Through Inspection** – At the end of construction, Contractor shall perform a walk-through inspection in the presence of DGS and the DFS and shall prepare a report stating any deficiencies found during the walk-through. Once approved by DGS the Contractor correct all deficiencies prior to demobilization.

**B.3.6 Warranty information** – Contractor shall prepare and submit a warranty binder to DGS within 30 days of substantial completion. Warranties shall be valid for a period of 1 year after final completion.

**B.3.7 Coordination** – Coordination of the work is the responsibility of the Contractor. All new materials shall match existing, currently in-place work.

**B.3.8 Clean up** – As work is completed, Contractor shall ensure the building is clear of all extraneous materials, rubbish and debris. The Contractor shall move or dispose of all excess materials as directed by DGS.

**B.3.9 Security** – The Contractor shall be required to secure their work space and coordinate with the DEU. Daily signing in and out will be required. Background checks for all employees working onsite will also be required.

**B.3.10 Protection of Existing Elements** – Contractor shall protect all existing features, public utilities, and existing vegetation during construction and shall restore all damaged areas upon completion of construction.

**B.4 DEU Drawing:**

The DEU Drawings dated December 4, 2014 for this project is attached hereto as **Attachment A**. To the extent there is an inconsistency between the DEU Drawings, the Contractor shall be required to provide the more expensive requirement. Prior to submitting its bid, each Offeror shall carefully review the DEU Drawings and shall bring any inconsistency or error in the DEU Drawings to the attention of the Department in writing. To the extent that a competent Contractor could have identified any such inconsistency or error, such inconsistency or error shall not serve as the basis for a change order and the Contractor shall assume the risk of such inconsistency or error.

**B.5 General Conditions:**

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

**B.5.1** The Contractor shall perform all of the work in a first class and workmanlike manner. Any equipment or materials called for in the Drawings or Specifications shall be new unless otherwise approved by the Department in advance and in writing.

**B.5.2** The Contractor shall provide submittals as indicated in the DEU Drawings to the Department for its review and approval prior to proceeding with the work.

**B.5.3** The Contractor's scope of work shall include the installation and provision of such safety barricades and enclosures as may be necessary to ensure a safe workplace or as may be required by OSHA or other applicable law.

**B.5.4** In addition to demolition which may be specified in other sections and that which may be specifically shown on drawings, cut, move or remove items as necessary to allow work to proceed:

**B.5.4.1** Repair or remove unsafe or unsanitary conditions.

**B.5.4.2** Remove abandoned items and items serving no useful purpose, such as abandoned piping, conduit, wiring, electrical devices and any other items. However, before any appurtenance removal, the work shall be coordinated with the DGS Project Manager (PM).

**B.5.4.3** Clean surfaces and remove surface finishes as needed to install new work and finishes and unless otherwise noted the new finish shall match the existing.

**B.5.5** With the exception of the building permit, the Contractor shall be responsible for obtaining all job permits and approvals from the Department of Consumer and Regulatory Affairs that are required to perform and complete the installation at no additional cost to the Department.

**B.5.6** The Contractor's scope of work shall include all necessary maintenance of traffic measures, including, but not limited to, signs, flagman, steel plates, etc. The Contractor shall be responsible for preparing any necessary maintenance of traffic plans and for obtaining any required lane closure permits.

**B.5.7** The costs of any necessary security should be included in the Offeror's lump sum bid.

**B.5.8** All equipment provided shall have a warranty period of one (1) year.

**B.5.9** Vehicle parking for Contractor and construction personnel shall be the responsibility of the Contractor. The Contractor shall not park within areas of parking currently used by the facility's staff.

**B.5.10** The Contractor shall keep driveways, loading areas, and entrances serving premises clear and available to District employees, the public, and emergency vehicles at all times. The contractor shall not use these areas for parking or storage of materials, and schedule deliveries to minimize use of driveways and entrances.

**B.5.11** The Contractor shall schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

**B.5.12** The area available to the contractor for performance of the work is as shown on the Drawings with the understanding that it may at any time be further engrossed upon by the facility for security reasons. When the District or the occupant continues to occupy portions of the project during construction, the Contractor shall schedule and conduct the work so as to cause the least interference with operations of the District or occupants.

**B.5.13** When the project must be interrupted, provide alternate facilities acceptable to the PM or schedule the interruption for a time when occupancy will not be impaired. (Emergency means of egress).

**B.5.14** The Contractor shall not interrupt utilities serving facilities occupied by District or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

**B.5.14.1** Notification to the District not less than seven (7) work days in advance of proposed utility interruptions; Contractor shall not proceed with utility interruptions without District's written permission.

**B.5.15** Smoking shall not be permitted within the building or within 25 feet of entrances, operable windows, perimeter fence, or outdoor-air intakes.

**B.5.16** Use of tobacco products and other controlled substances shall not be permitted on the construction site.

**B.5.17** District may appoint other entities to manage day-to-day activities for the execution of the Project.

**B.5.18** The Contractor shall coordinate with the PM for work scheduling; including, but not limited to: availability of work areas, security planning, storage and coordination with all agencies and utility providers, including Miss Utility.

**B.6** **Project Schedule:**

The Contractor shall have Twelve (12) weeks from issuance of Notice to Proceed to complete the work.

**B.7** **Licensing, Accreditation and Registration:**

The Contractor and all of its subcontractors and sub-consultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.



## SECTION C ECONOMIC INCLUSION

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

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

- a) Three points for a small business enterprise;
- b) Five points for a resident-owned business;
- c) Five points for a longtime resident business;
- d) Two points for a local business enterprise;
- e) Two points for a local business enterprise with its principal office located in an enterprise zone;
- f) Two points for a disadvantaged business enterprise;
- g) Two points for a veteran-owned business enterprise; and
- h) Two points for a local manufacturing business enterprise.

Offerors may qualify for more than one of these categories; however the maximum number of points available under this section is 12 points.

**C.1.1** For information regarding the application process, contact the Department of Small and Local Business Development at the following address or telephone number:

Department of Small and Local Business Development  
One Judiciary Square Building  
441 4th Street, NW, 9th Floor  
Washington, DC 20001  
(202) 719-6544 (Telephone Number)  
(202) 724-3786 (Facsimile Number)

**C.2 SLDBE Participation** An Offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 50% of the dollar volume of the contract shall be subcontracted with a firm certified by Department of Small and Local Business Development as (i) a local business enterprise; (ii) a small business enterprise; (iii) a disadvantaged business enterprise; (iv) a resident owned business; (v) a longtime business owner; (vi) a local business enterprise with its principal office

located in an enterprise zone; (vii) a veteran owned business enterprise; or (viii) local manufacturing business enterprise.

**C.2.1.1** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of Section C.2.1.

**C.2.1.2 Subcontracting Plan** Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Contractor is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO.

**C.2.1.3 Subcontractor Standards** A prime contractor shall ensure subcontractors meet the criteria for responsibility described in D.C. Official Code §2-353-02.

**C.2.1.4 Reporting** the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO no later than the 21<sup>st</sup> of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month.

**C.2.1.5 Enforcement and Penalties for Breach of Subcontracting Plan** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

**C.2.1.5.1** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the Contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

**C.2.1.5.2** A Contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

### **C.3 Residency Hiring and First Source Employment Requirements for Contractors and Subcontractors**

**C.3.1 District Residents Hiring** At least fifty-one percent (51%) of the Offeror's employees and every subcontractor's employees hired after the Offeror enters into a contract with the Department, or after each subcontractor enters into a contract with the Offeror, to work on this contract, shall be residents of the District of Columbia. Upon execution of the contract, the Offeror and each of its subcontractors, if any, shall submit to the Department a list of current employees that will be assigned to the contract, the date that they were hired and whether or not they live in the District of Columbia.

**C.3.2 First Source Employment Agreement** The Offeror shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Offeror and all subcontractors with contracts in the amount of \$300,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement (Attachment D) with the D.C. Department of Employment Services (“DOES”); (ii) make best efforts to hire at least 51% District residents for all new jobs created by the contract; (iii) list all employment vacancies with DOES; and (iv) submit monthly compliance reports to DOES by the 10<sup>th</sup> of each month.

#### **C.4 Apprenticeship Act**

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

## **SECTION D COMPLIANCE REQUIREMENTS**

### **D.1 Conformance with Laws**

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

### **D.2 Licensing, Accreditation and Registration**

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

### **D.3 Standard Contract Provisions**

The Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects (Revised March 2011) are hereby incorporated into this.

### **D.4 Living Wage Act**

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

### **D.5 Davis-Bacon Wage Rate**

The Service Contract Act is applicable to this Project. As such, the Contractor and its trade subcontractors shall comply with the wage and reporting requirements imposed by this Act. Applicable wage determination is attached hereto as **Attachment E**.

## **SECTION E EVALUATION AND AWARD CRITERIA**

### **E.1 Selection Criteria**

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

- Relevant Experience and Capabilities (25 points)
- Key Personnel (20 points)
- Project Management Plan & Schedule (35 Points)
- Price (20 points)

### **E.2 Evaluation Process**

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

### **E.3 Evaluation Committee**

Each submission will be evaluated in accordance with this Section E by an Evaluation Committee. The Evaluation Committee will 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 will select the Offeror(s) whose submission is determined by the source selection official to be the most advantageous to the Department.

### **E.4 Oral Presentation**

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

### **E.5 Proposal Evaluation**

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

## **E.6 Non-Responsive Pricing**

In general, the Department will consider a proposal non-responsive if the Offeror's price is greater than 150% of the median price submitted by other Offerors. The Department reserves the right to deem a proposal non-responsive if Offeror's price is greater than 150% of the independent government estimate.

**SECTION F  
PROPOSAL ORGANIZATION AND SUBMISSION**

**F.1 Proposal Identification**

Proposals shall be proffered in an original and five (5) hard copies as well as two (2) electronic copies on CD-ROM or USB flash drive. The Offeror's proposal shall be placed in a sealed envelope conspicuously marked: "DCAM-15-CS-0082" – Build-Out of Digital Evidence Unit"

**F.2 Delivery or Mailing of Proposals**

Proposals shall be delivered or mailed to:

Department of General Services  
Contracts & Procurement Division, 8th Floor  
Attention: JW Lanum  
Frank D. Reeves Center  
2000 14th Street, NW  
Washington, DC 20009

**F.3 Date and Time for Receiving Proposals**

Proposals shall be received no later than 2:00 pm E.D.T., on February 6, 2015. The Offeror assumes the sole responsibility for timely delivery of its Proposal, regardless of the method of delivery.

**F.4 Proposal Size, Organization, and Offeror Qualifications**

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

**F.4.1 Technical Proposal – Volume 1**

**F.4.1.1 Executive Summary.** The Offeror shall provide a summary of no more than three (3) pages to include the following for the Offeror:

Name, address of the firm  
Firm profile, including:  
    Age  
    Firm history  
    Firm size  
    Areas of specialty/concentration  
    Current workload

A list of contracts terminated (either for default or convenience). This list shall include contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.

**F.4.1.2 Relevant Experience and Capabilities (25 Points)** The Department desires to engage a Contractor with the experience necessary to realize the goal and successfully complete the required work as described in Section B of the RFP.. The Offeror shall submit the following to demonstrate the Offeror's relevant experience and capability with projects similar in size and scope as those described in Section B;

- a) A descriptions of a minimum of three (3) projects) detailed to include the following that best illustrate the Offeror's experience and capabilities relevant to this project:
  1. Project name and location;
  2. Name, address, contact person and telephone number for owner reference;
  3. Description of the work performed by the Offeror; including comparisons to the work of this solicitation and Offeror's role on the project;
  4. Completed size in SF;
  5. Time period of the construction;
  6. Identification of personnel involved in the selected project who are proposed to work on this project; and
  7. Award and final construction cost (provide actual figures for completed projects).
- b) Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms (**Attachment L**) are completed and submitted on behalf of the Contractor directly to Jamar Spruill [jamar.spruill@dc.gov](mailto:jamar.spruill@dc.gov) by the due date for proposals (F.3).

**F.4.1.3 Key Personnel (20 Points).** Offerors shall assign personnel to this Project with experience in completing similar projects on-time and on-budget. The availability and experience of the key individuals assigned to this Project will be evaluated as part of this element. The Offeror shall:

- a. Identify, at a minimum: (i) the Project Executive; (ii) the Field Superintendent; (iii) the Project Manager; and (iv) a Safety Manager responsible for the Project and describe the specific experience of each working on projects similar size and scope as that described in this RFP;
- b. Provide resumes for the key personnel identified above; and
- c. Provide a table that identifies the specific staff that will be assigned to this Project. The table should include: (i) the individual's name; (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.

**F.4.1.4 Project Management Plan & Schedule (35 Points).** Offerors shall submit a Project Management Plan & Schedule. The Project Management Plan & Schedule shall clearly explain how the Contractor intends to implement, manage, and complete the Project. It should demonstrate a knowledge of the project, impediments that must be overcome and ensure that



sufficient staffing will be provided. At a minimum, the Offeror's Project Management Plan & Schedule shall:

- a. Identify the key personnel and their specific roles in managing and completing the Project;
- b. Identify subcontractors, as applicable, their specific roles in managing and completing the Project;
- c. Describe the key challenges inherent in this Project and explain how the Offeror will overcome or mitigate these challenges; and
- d. A Project Management Plan & Schedule that shows the anticipated manner in which the Project will be constructed. The schedule shall include sufficient level of detail so as to demonstrate the Offeror's understanding of the Project and the key issues related to the Project. The schedule shall also identify key milestones and how those milestones will be achieved.

#### **F.4.1.5 Attachments**

- a. Disclosure Statement - Each Offeror shall submit a Disclosure Statement (**Attachment C**);
- b. Tax Affidavit - Each Offeror shall 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; and First Source Employment - Each Offeror shall submit the First Source Employment Agreement in the form of **Attachment J**.

#### **F.4.2 Price Proposal Section – Volume 2**

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

The Offeror shall submit the Offer Letter substantially in the form of **Attachment B**.

##### **F.4.2.2 Attachments**

Bid Bond **Attachment I** or Bid Guarantee Certification - Each Offeror shall submit the Bid Guaranty Certification substantially in the form of **Attachment K**;

## **SECTION G**

## BIDDING PROCEDURES & PROTESTS

### G.1 Contact Person

For information regarding this RFP, please contact:

Jamar Spruill  
Contract Specialist  
2000 14th Street, NW 8th Floor  
Washington, D.C. 20009  
[jamar.spruill@dc.gov](mailto:jamar.spruill@dc.gov)  
Phone: (202) 671-2255

Any written questions or inquiries should be sent to Jamar Spruill at [jamar.spruill@dc.gov](mailto:jamar.spruill@dc.gov)

**G.2 Pre-proposal Conference.** A pre-proposal conference will be held January 22, 2015 at 11:00 am at the Digital Evidence Unit located at 401 E Street SW, 3rd Floor Washington, DC 20009. Interested Offerors are strongly encouraged to attend.

### G.3 Explanations to Prospective Offerors

Each Offeror shall carefully examine this RFP and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a proposal. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation 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 it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding. Requests should be directed to Jamar Spruill at [jamar.spruill@dc.gov](mailto:jamar.spruill@dc.gov) no later than 2:00pm January 28, 2015. The person making the request shall be responsible for prompt delivery.

### G.4 Protests

Protests shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of proposals. If an alleged defect does not exist in this initial RFP, but was incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering proposals. In all other cases, a protester shall file the protest within seven (7) days after the protester knows or should have known whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department

after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

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

#### **G.5 Retention of Proposals**

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

#### **G.6 Examination of Proposals**

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

#### **G.7 Late Proposals and Modifications**

Any proposal or best and final offer received at the Department designated in this RFP after the exact time specified for receipt shall not be considered. Any modification of a proposal, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in G.8.(a) stated above. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation. Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful proposal which makes its terms more favorable to the DGS may be considered at any time it is received and may be accepted. Proposals shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of proposals.

#### **G.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.

#### **G.9 Rejection of Proposals**

The Department reserves the right, in its sole discretion:

- a) To cancel this solicitation or reject all proposals;

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

#### **G.10 Limitation of Authority**

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

#### **G.11 Electronic Copy of Proposals for Freedom of Information Act Requests**

In addition to other proposal submission requirements, the Offeror shall submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code §2-534, in order for the District to comply with §2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a) (1).

#### **G.12 Contract Award**

This procurement is being conducted in accordance with the provisions of 4721 of the Department's Procurement Regulations (27 DCMR, Chapter 47).

## **SECTION H INSURANCE REQUIREMENTS**

### **H.1 Required Insurance**

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

**H.1.1 Commercial general public liability insurance (“Liability Insurance”)** against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than One Million (\$1,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Two Million Dollars (\$2,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage.

**H.1.2 Workers’ Compensation and Employers Liability Coverage** providing statutory benefits for all persons employed by the Contractor, or its subcontractors at or in connection with the Work.

**H.1.3 Automobile Liability**, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury.