REQUEST FOR PROPOSAL

Solicitation Number DCAM-15-CS-0081

Construction Management Services for Engine Company 14 Modernization Project

March 2, 2015
Open Market

Proposal Due Date:	March 23, 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:	March 9, 2015 2nd Floor in the Community Room at 2:00 pm 2000 14th Street, NW, 8th Floor Washington, D.C. 20009
Contact:	Jamar Spruill Contract Specialist 2000 14th Street, NW, 8th Floor Washington, D.C. 20009 Email: jamar.spruill@dc.gov Phone: (202) 671-2255

Section A
Executive Summary

The Department of General Services ("Department" or "DGS") is issuing this Request for Proposals ("RFPs") to engage a Contractor to provide Construction Management Services for the Modernization of Engine Company 14 located at 4801 North Capitol Street NE Washington DC (Project).

A.1 Contract Type

The contract awarded pursuant to this RFP shall be a lump sum fixed price contract.

A.2 Contractor's Compensation

Offerors shall provide an Offer Letter (Attachment A) including the lump sum fixed price to complete the requirements described in Section B.3. The lump sum fixed 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 duration of construction is estimated to be 365 days. Should the required services exceed 365 days, the Contractor shall be compensated on an hourly basis.

A.3 Form of Contract

The Form of Contract shall be issued by Addendum. Offerors shall carefully review the Form of Contract, to the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail. Offeror's are further advised that they are required to submit their proposal 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 the Offeror' s proposal.

A.4 Procurement Schedule

The schedule for this procurement is as follows:

- Issue RFP - March 2, 2015
- Pre-Bid Conference - March 9, 2015 at 2:00 p.m.
- Last Day for Questions - March 12, 2015 at 2:00 p.m.
- Proposal Due Date - March 23, 2015 at 2:00 p.m.

A.5 Attachments

Attachment A Form of Offer Letter
Attachment B Disclosure Statement
Attachment C Tax Affidavit
Attachment D Service Contract Act
Attachment E 2015 Living Wage Act Notice and Fact Sheet
Attachment F First Source Agreement Form
Attachment G Form of Contract (To be issued by Addendum)
Attachment H Past Performance Evaluation Form
Attachment I Subcontracting Plan
Attachment J Drawings and Specifications
Attachment K Standard Contract Provisions (Supplies and Service Contracts)

SECTION B
SCOPE OF WORK

B.1 Background:

B.1.1 The selected Contractor shall provide Construction Management Services for the Modernization of Engine Co. 14 located at 4801 North Capitol Street, NE, Washington, DC and temporary engine house located at 401 Farragut Street, NE, Washington, DC (collectively "the Project").

B.1.2 Engine Co. 14 is a LEED Gold facility that operates 24 hours a day and as such cannot stop providing services to the community. In order to maintain the facility's operational requirements, the project is being executed in two (2) phases. Phase 1, which is nearing completion, includes the construction of the temporary engine house. Once Phase 1 has been completed and accepted, construction will begin at the Engine Co. 14 (Phase 2). Construction Management Services will be required through the duration of the Project. The General Construction Contractor (GC) currently has 365 days to complete the Project.

B.2 Drawings and Specifications:

The DGS Drawings and Specifications are available on CD-ROM and can be picked up from:

Jamar Spruill
Department of General Services Contracts & Procurement
Division Reeves Center
2000 14th Street NW - 8th Floor
Washington, DC 20009
Phone: (202) 671-2255
Email: jamar.spruill@dc.gov

B.3 Requirements:

The Contractor shall provide Construction Management Services for the remainder of the project in support of the Department's Project Manager (PM) and the GC. The Contractor shall provide the following services:

B.3.1 Staff and Supervision. The Contractor shall provide staff; to include a Construction Manager (CM) and administrative support, to successfully coordinate, manage, and oversee all on-site construction operations. The CM shall act as an advisor to the government to ensure executing the project that is properly constructed, on time, and on budget.

B.3.1.2 The Contractor shall ensure the CM meets the minimum requirement including demonstrated experience managing at least three (3) LEED Silver projects of similar size and scope as that described in Section B within the past five (5) years.

B.3.1.3 The Contractor shall ensure the CM works between the hours of 6:00 a.m. to 7:00 p.m. and on occasion, with advance notice from the PM, work before 6:00 a.m. and after 7:00 p.m. to accomplish the tasks contained herein.

B.3.1.4 The Contractor shall provide the CM with all equipment and supplies necessary to fulfill the requirements described in Section B including but not limited to a blackberry device or similar telephone/email device for use by CM onsite, a laptop computer with wireless internet connection, a printer with wireless connection, and any typical equipment used by a CM in the fulfillment of their responsibilities.

B.3.1.5 The Contractor shall ensure the CM maintains a working knowledge of all software to be used including Prolog. The CM shall be responsible for knowing/learning and having access to all software, programs, formats, used by the District to fulfill the required assignments including but not limited to Microsoft Office Suite, Microsoft Project, P6, Adobe Acrobat Professional, Primavera 6, Timberline, AutoCAD, and RSMeans.

B.3.1.6 In providing services under this Agreement, the CM shall provide services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

B.3.1.7 The Contractor shall provide administrative support to support the PM and CM.

B.3.2 Construction Administration. The Contractor shall coordinate, manage, and oversee all on-site construction operations including at a minimum the following:

B.3.2.1 Construction Schedule. The CM shall review and verify the accuracy of the GC's detailed Construction Schedule and once approved, distribute among the appropriate parties as identified by the PM. The CM shall ensure the GC's Construction Schedule uses the critical path method and is broken down into activities showing the sequence of the construction activities. The Construction Schedule shall be the contractual schedule by which the construction will be sequenced and the basis for measuring the project's progress and the GC's performance. The CM shall at a minimum:

a) Maintain and update the Construction Schedule on behalf of the District and track milestone activity against the schedule of record maintained by the GC in Primavera 6.

b) Review the progress of construction with the GC, observe work in place and properly stored materials on a daily basis, and evaluate the percentage complete of each construction activity as indicated in the construction Schedule of Values (SOV).

c) Prepare and distribute Weekly Progress Report including Construction

Schedule updates. After an evaluation of the actual progress as observed, assign schedule activities percentage-complete values in conjunction with the GC; Reflect in the schedule, actual progress as compared to schedule progress noting variances (if any).

B.3.2.2 Construction Monitoring. The CM shall utilize spot-checking, selective sampling, and other similar methods of general observation to provide the on going monitoring of construction activities. The CM shall at a minimum:

a) Confirm that as-built drawings are maintained by the GC as required by their contract; verify the accuracy and completeness of all as-built drawings, and assure that the GC maintains and updates the drawings on a regular basis and includes all actual locations and routings of services, all changes from the original documents, field changes, final details, actual dimensions, and other similar items on the drawings. Compare this set of plans to construction GC's set as changes occur. Reconcile any differences.
b) Maintain a separate, complete, and updated set of as-built drawings throughout the project for verification purposes against the GC's records.
c) Monitor the GC's performance as to consistency cost, quality and schedule monthly and issue a GC Performance Report;
d) Daily Report
e) Review building materials for compliance to contract requirements; the CM shall maintain records of all reviews in the Daily Log;
f) Ensure that all installation and construction work adheres to contract requirements (including testing equipment, material, utilities, etc., before and after installation to verify initial and final state);
g) Review and interpret drawings, specifications and shop drawings for completion and accuracy; the CM shall document all reviews in the Daily Log;
h) Advise the PM of any specialized construction required to fabricate/install systems or sub-components and identify lead times for material/equipment that may impact the construction schedule;
i) Ensure GC and subcontractors comply with current labor and safety regulations;
j) Ensure receipt of Subcontractor Plan and that the necessary qualifications and special requirements are met by all contractors on the project, most notably subcontractors; and
k) Ensure A/E & GC meet all federal and District regulatory abatement requirements

B.3.2.3 Change Orders. The CM shall develop and implement a system for the preparation, review, and processing of construction change directives and change orders including at a minimum the following:

a) Respond to situations or occurrences, which warrant a change order in an expeditious manner;

b) Estimate the cost of all change orders and negotiate final costs with the GC on behalf of the client;

c) CM shall verify that all changes have been authorized. If any unauthorized work has been identified on the drawings or in the field CM shall bring these items to the PM attention immediately;

d) Provide Change Order Package to the PM including relevant written information, all costs and potential impact(s) on project budget, project scheduling, suggested alternatives to achieve cost/time effectiveness; cost and scheduling data which are in accord with the contract requirements, and furthers the goals for development of the project. Prepare a written cost estimate, provide technical assistance during negotiations, document negotiations, and prepare appropriate documentation to be forwarded to the PM for issuance of change orders;

e) Advise the PM on all scope and cost changes to the contract as the result of client and implementing agencies, A/E, changes due to existing conditions or complications or GC's error or omission;

f) The CM shall evaluate the GC' s proposal cost and make a formal recommendation to the PM regarding acceptance of the proposal for a Change Order; and

g) In the event of major scope changes during the construction phase prepare an estimate for this change in scope in a format approved by the PM. Estimates shall be completed within a mutually agreed time frame that does not present a negative project schedule impact. CM may be directed to negotiate change orders with the GC on behalf of the District.

B.3.2.4 Project Management and Administration. The CM shall develop and implement procedures for the following:

a) Applications for Payment - Develop and implement a procedure for the review and processing of the GC's applications for payment including the following:

   1. Review and reconcile the GC's SOVs for each of the activities included in the Construction Schedule and recommend to the PM ways to improve. Use this approved document to initialize the progress payment schedule for the Construction Phase. SOV shall be broken down into activities and in accordance with PM's desired format.
   2. Review and validate the GC's invoices; submit invoices to the PM for payment with recommendation for payment or identification of items requiring additional documentation or explanation.

b) Claims - Support the PM in the defense and resolution of any claims related to the Project including at a minimum the following:

   1. Receive all notices of claims by Contractors against the District for additional cost or time due to any alleged cause and perform a preliminary evaluation of the contents of the claim, obtain factual information concerning the claim, and provide a written

recommendation to the PM that includes all costs and potential impact(s) on project scheduling. Suggest alternatives, which may be more, cost effective, both with respect to costs and scheduling. Support all recommendations with cost and scheduling data, which are in accord with the contract requirements, can be accommodated within the project budget, and furthers and Client's goals for development of the project. Prepare a written cost estimate, provide technical assistance during negotiations, and prepare appropriate documentation to be forwarded to the PM for issuance of change orders.

2. Perform claims analysis and validation
3. Prepare an Impact Evaluation Report, reflecting the actual impact on the Construction Schedule and provide in the report a narrative including a recommendation for action to PM.
4. Prepare claim estimates based on the alleged cause of claims submitted by the GC and prepare alternate estimates based on varying scenarios of the claim cause. Transmit and document the estimates claim rulings and negotiation of claims with the GC on behalf of DGS. Make a final recommendation to DGS concerning settlement or other appropriate action.

c) Document control and records keeping

1. Provide and maintain central location for archiving and storage of building drawings, computer files, design and construction correspondence, regulatory information, estimates/payment, QA/QC, materials, zoning, historical preservation, energy and other special documents;
2. Set up and maintain filing system and Project working folders for both CM and PM
3. Maintain organized construction files; provide administrative assistance to support document/file maintenance during the construction period
4. Maintain construction related documents including but not limited to the Construction Schedule, As Built Drawings, Change Orders, Applications for Payment, Claims, Meeting minutes and communication, Project Logs, Daily Reports, GC Performance Reports, Weekly Progress Reports, Photo Progress Reports, Inspection and Turnover Documents, and Training Materials
5. Maintain electronic files of Construction Related Documents

d) Provide assistance with the acquisition of all required Permits

B.3.2.5 Meetings, Reports, and Communication. The Contractor shall at a minimum provide the following to ensure the timely dissemination of information and to foster open lines of communication between the GC, PM, FEMS, and A/E to provide access to the original or copies of all such materials upon the request by the District for a period of three (3) years after completion of the Project.

a) Meetings

1. Attend weekly Progress meetings with the PM and GC representatives;

2. Attend any other meetings related to the project;
3. Develop, review and revise all meeting minutes within 72 hours of meeting end time. In addition, if requested by the PM, the CM shall write and distribute meeting minutes for these meetings within 72 hours of meeting end time;

b) Reports
1. The CM shall maintain a detailed daily report. Submit daily reports to the PM on the status of construction, including updated copies of all logs maintained at the site for items that include but are not limited to change orders, claims, submittals, etc. Reports shall be made available to the PM at all times and shall be turned over to the PM, hole-punched and in labeled and tabbed binders per location, and presented in hard and soft/electronic format at the completion of the project.
2. Prepare and disseminate Weekly Progress Report and GC Performance Report;
3. Complete and submit Incident Reports within twenty-four (24) hours of incident to the PM or elsewhere, which affect, or may be expected to affect, Project progress.

c) Logs
1. Maintain Project logs of all clarifications requested by the GC AIE, client and implementing agency. Provide written notifications to the Design A/E's requesting design clarification, inform them of delays that may be caused, and advise them accordingly.
2. Create and maintain logs of any and all sorts as requested by the PM. All logs shall be maintained in 3-ring binders and Prolog and labeled with all necessary back up information included. Logs shall be made available to the PM at all times and shall be turned over to the PM, hole-punched and in labeled and tabbed binders Project Logs·
3. Develop and maintain an updated Deliverables Distribution List;
4. Assist the PM with responses to FEMS and other project inquiries; Ensure timely processing of, and response to, project documentation such as correspondence, Request for Information (RFI's), Request for Proposals (RFP's), material submittals Change Order (CO) documentation, and any other documentation requested by the PM;
5. Maintain a Daily Log to document the projects day to day activity including for example technical and procedural conflicts and the resolution of each, results of site visits, inspections status of Construction, including updated copies of all logs maintained at the site for change orders, claims, submittals,
6. Provide progress photos weekly, a minimum of one (1) per scope item or area per week whether or not any work was done during the previous week. Photographs shall be labeled with: the name of the Project, the scope item or area name, and the date taken. These photos shall be provided via email and/or Prolog as requested by the PM and compiled onto three (3) CD-Rom per site and delivered to the PM upon Project completion;
7. Deliver Project documentation, submittals, material, and equipment of

any sort to clients, agencies, consultants, GC as needed.

B.3.2.6 Inspection, Turnover and Training Services. The CM shall provide inspection and turnover services including at a minimum the following:

a) Coordinate the technical inspection and testing provided by other third parties; Include the results of inspection and testing in the Project Daily Reports;
b) Coordinate with DGS PM to determine if the facility is substantially complete according to the contract requirements and provide the required documentation. When the facility is substantially complete, develop a work list before recommending Beneficial Occupancy inspection.
c) Recommend whether the facility is ready for Beneficial Occupancy inspection by the PM. If the contractor's request for Beneficial Occupancy inspection is denied, provide an explanation to the PM, delineating prerequisites not yet satisfied. If facility is ready for Beneficial Occupancy inspection, conduct Beneficial Occupancy inspection with contractor, using and implementing agency, and A/E and prepare a comprehensive punch and coordinate the inspections that may be performed by others that may be performed by others.
d) Transmit the punch list to the GC and PM. Monitor the corrective work signing off each deficiency as it is corrected. Prepare a project specific checklist of the items contractually required before the contract can be considered ready for final acceptance. Provide all documentation required for final payment and close-out; and
e) Coordinate the turnover of the completed facility to facility managers, ensuring that equipment and system testing, commissioning and start-up take place.
f) Ensure that all documents required for project close out are being developed, submitted and upload into Prolog by the Contractor including but not limited to warranties, AS-Built drawings, submittal, Operation and Maintenance Manuals, and training materials. Organize equipment start-up seminars and training with the contractor and facility personnel and supervise start-up testing and balancing of all equipment and systems

B.4 Deliverables. The Contractor shall provide items listed in the SOW including but not limited to the following:

a) Electronic files shall be provided on compact disks. Documents (presentations) shall conform with Word Processing Spread-sheet, etc. any and/or a combination of Microsoft Word .doc format, Microsoft Excel .xls format, Primavera or Microsoft Project .mpp format, or Microsoft Access .mbd format Power Point as appropriate.
b) All review and associated notes shall be both in hard copy and electronic formats such as PDFs, DOCS, and XLS produced in the performance of this contract, or in contemplation thereof, produced after completion of the work shall be and remain the sole property of the District Government and may be used on any other work without additional cost to the Government. With respect thereto, the Contractor agrees not to assert any rights or to establish any claim under the property or copyright laws and not to publish or reproduce such matter in whole or in part or in any manner or form, or authorize others so to do without the

written consent of DGS, until such time as the District may have released such matter to the public. The Contractor agrees to furnish and provide access to the original or copies of all such materials upon the request by the District for a period of three (3) years after completion of the project.

B.4.1 Deliverable Schedule:

All required deliverables shall be presented in a professionally acceptable manner and submitted to DGS no later than 4:00 p.m. on the agreed upon due date(s).

The contractor shall develop and submit one (1) hard and (1) electronic copy for each of the following deliverables to PM on required due date:

Deliverable:	**Frequency:**
• Daily Reports	- Daily
• Weekly Reports	- Weekly
• Incident Reports	- Within 24 hours of incident
• Claims	- As Requested by PM
• GC Performance Report	- Monthly
• Meeting Minutes and Progress Reports	- Within 72 hours
• Close-out Documents	- As Requested by PM

B.4.2 Items and information to be provided by the District. The PM shall provide the following at time of the award:

a) Formats for reports that include but are limited to daily, weekly, and progress reports.
b) Access to Department database and software.
c) Training on proper submission of required documents.

SECTION C
ECONOMIC INCLUSION

C.1 Preferences for Certified Business Enterprises

Under the provisions of the "Small and Certified Business Enterprise Development and Assistance Act of 2014", D.C. Official Code § 2-218.01 et seq., as amended ("Act", as used in this section), the District shall apply preferences in evaluating bids from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror's proposal:

- Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business.
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- 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.
- Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise.

Offeror's may qualify for more than one of these categories, so that the maximum number of points available under this section is 12 points.

C.1.2 Preferences for Certified Joint Ventures

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

C.1.3 Verification of Offeror's Certification as a Certified Business Enterprise

C.1.3.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the offeror's certification with DSLBD, and

the offeror should not submit with its bid any additional documentation regarding its certification as a certified business enterprise.

C.1.3.2 Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 850N
Washington DC 20001

C.1.3.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

C.2 Subcontracting Requirements

An Offeror responding to this solicitation which is required to subcontract shall be required to submit with its bid, any subcontracting plan required by law. Bids 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 in accordance Attachment I.

A Subcontracting Plan form is provided as Attachment I.

C.2.1 Mandatory Subcontracting Requirements

(1) Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of $250,000, at least 50% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

(2) If there are insufficient SBEs to completely fulfill the requirement of paragraph (a)(1), then the subcontracting may be satisfied by subcontracting 50% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

(3) A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections (a)(1) and (a)(2) of this clause.

(4) Except as provided in (a)(5) and (a)(7), a prime contractor that is a CBE and has been granted a bid 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, 50% of the subcontracting effort shall be with CBEs. A CBE 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.

(5) A prime contractor that is a certified joint venture and has been granted a bid 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, 50% 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.

(6) Each CBE utilized to meet these subcontracting requirements shall perform at least 50% of its contracting effort with its own organization and resources.

(7) A prime contractor that is a CBE and has been granted a bid 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 contract is $1 million or less.

C.2.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 50% of the dollar volume of this contract in accordance with the provisions of section (a) of this clause. The plan shall be submitted as part of the bid and may only be amended with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

(1) The name and address of each subcontractor;
(2) A current certification number of the small or certified business enterprise;
(3) The scope of work to be performed by each subcontractor; and
(4) The price that the prime contractor will pay each subcontractor.

C.2.3 Copies of Subcontracts

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

C.2.4 Subcontracting Plan Compliance Reporting.

(1) If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

a) The price that the prime contractor will pay each subcontractor under the subcontract;

b) A description of the goods procured or the services subcontracted for;
c) The amount paid by the prime contractor under the subcontract; and
d) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

(2) If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

C.2.5 Annual Meetings

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

C.2.6 Notices

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

C.2.7 Enforcement and Penalties for Breach of Subcontracting Plan

(1) A Contractor shall be deemed to have breached a subcontracting plan required by law, if the 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.

(2) A 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.

(3) If 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 provisions in clause 8 of the SCP, Default.

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 10th 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 I).

D.5 Service Contract Act

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 D.

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 (20 points)
Project Management Plan (25 points)
Key Personnel (30 points)
Price (25 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 copies. The Offeror's proposal shall be placed in a sealed envelope conspicuously marked: **"DCAM-15-CS-0081" – Construction Management Services for the Engine Company 14 Modernization Project."**

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 March 23, 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

Offeror shall provide 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 (20 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 this RFP. The Offeror shall submit the following to demonstrate the Offeror's relevant experience and capability with projects similar in size and scope;

a) A description 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 I) are completed and submitted on behalf of the Contractor directly to Jamar Spruill jamar.spruill@dc.gov by the due date for proposals (F.3).

F.4.1.3 Project Management Plan (PMP) (25 Points). Offeror's shall submit a detailed PMP which reflects a clear understanding and knowledge of the Construction Management services proposed in Section B.3 "Scope of Services". The Offeror's PMP shall demonstrate knowledge of the process and impediments that must be overcome to ensure the project is successfully completed on time and on budget.

a) PMP shall include in detail the overall approach to meeting the project requirements. Include specific discussion on change order, RFI and quality assurance and quality control management. The Approach and Methodology shall not exceed 20 pages in length.

b) Describe the capability and experience of firm and team on using web-based construction management tools and applications. Detail systems used, developed, and implemented at similar sized construction projects.

c) At a minimum, the plan should: (i) identify the key personnel and their specific roles in managing the Project, and the anticipated amount of time key personnel will dedicate to the project to ensure that all tasks are completed in a timely manner; (ii) describe the

key challenges inherent in this Project and explain how they will be overcome or mitigated.

F.4.1.4 Key Personnel (30 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 at a minimum:

a) Identify, at a minimum: (i) Construction Manager (CM); and (ii) Administrative Assistant to be assigned to this Project and describe the specific experience including the minimum requirements described in B.3of each working on projects similar size and scope as that described in this RFP; and
b) Provide resumes and availability for the (i) Construction Manager (CM); and (ii) Administrative Assistant;

F.4.1.5 Attachments. Offerors shall include the following attachments in their Technical Proposal:

a) Disclosure Statement - Each Offeror shall submit a Disclosure Statement (Attachment B);
b) Tax Affidavit - Each Offeror shall submit a tax affidavit (Attachment C). In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government; and
c) First Source Employment - Each Offeror shall submit the First Source Employment Agreement in the form of Attachment I.
d) The Contractor shall demonstrated experience managing at least three (3) LEED Gold projects of similar size and scope as that described in Section B within the past five (5) years.
e) The CM shall be responsible for knowing/learning and having access to all software, programs, formats, used by the District to fulfill the required assignments including but not limited to Microsoft Office Suite, Microsoft Project, P6, Adobe Acrobat Professional, Primavera 6, Timberline, AutoCAD, and RSMeans.

F.4.2 Price Proposal Section – Volume 2

F.4.2.1 Price (25 Points)

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

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
Phone: (202) 671-2255

Any written questions or inquiries should be sent to Jamar Spruill at jamar.spruill@dc.gov

G.2 Pre-proposal Conference. A pre-proposal conference will be held March 9, 2015 at 2:00 pm at the Reeves Center 2000 14th Street, NW, 2nd Floor Community Room. 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 no later than 2:00pm March 12, 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 injr