

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



**D.C. Department Of General Services
Invitation for Bids**

Solicitation No: DCAM-14-CS-0161

OAG Law Library Renovations & Moot Appellate and Trial Courtroom Build-Out

Set-Aside Market for CBE Participation Only

Issue Date:	July 10, 2014
Pre-Proposal & Site Visit:	July 14, 2014 at 11:00 a.m.
Proposal Due Date:	July 18, 2014 by 2:00 p.m.
Delivery of Proposals:	Department of General Services Contracts & Procurement Division 2000 14 th Street NW - 8 th Floor Washington, DC 20009
Contact:	Danyel Riley Contract Specialist Contracts & Procurement Division 2000 14 th Street NW - 8 th Floor Washington, DC 20009 (202) 741-0941

EXECUTIVE SUMMARY

The Department of General Services (DGS) is issuing this Invitation for Bids (IFB) to provide all necessary construction services, supervision, permits, labor, supplies, equipment, and materials to alter and renovate the existing Office of Attorney General (OAG) Law Library and to construct the Moot Appellate and Trial Courtroom (Moot Courtroom) in accordance with the Drawings and Specifications (**Attachment A**), the DGS Project Manual (**Attachment A1**), and Section B of this IFB. The OAG Law Library and Moot Courtroom are located at 441 4th Street, NW, Level C-1/Suite 1C010, Washington, DC 20001. This requirement is hereinafter referred to as the “Project.” This procurement is being set aside in the Sheltered Market and only entities that are certified as either Small or Disadvantaged by the District of Columbia Department of Small and Local Business Development in the area of construction or construction related services are eligible to participate.

A.1 FORM OF CONTRACT:

The Form of Contract is attached herein as **Attachment J**. Bidders should carefully review the Form of Contract when submitting their bid. To the extent there are any inconsistencies between this IFB and the Form of Contract, the Form of Contract shall prevail. Bidders 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 bid that fails to specifically identify and describe the requested changes, if any, shall be deemed non-responsive.

A.2 CONTRACTOR’S COMPENSATION:

The Department intends to obtain lump sum bids for this work (CLIN 0001) as described in the Offer Letter (**Attachment B**). The lump sum price submitted by the Bidder should include sufficient funding to cover all of the costs necessary to fully complete the Project, including, but not limited to, labor, materials, trade subcontractor costs, general conditions, insurance and bonding, home office overhead and profit. The lump sum should also include sufficient funding to fund items that are not specifically identified on the drawings but which are reasonably inferable therefrom.

A.3 PROCUREMENT SCHEDULE:

The schedule for this procurement is as follows:

- Issue IFB - July 10, 2014
- Pre-Bid Conference & Site Visit - July 14, 2013 at 11:00 a.m.
- Last Day for Questions - July 15, 2013 Close of Business
- Proposals Due - July 18, 2013 at 2:00 p.m.
- Notice of Award - TBD

A.4 **ATTACHMENTS:**

- Attachment A** - Drawings & Specifications
- Attachment A1** - DGS Project Manual for the OAG Law Library & Moot Courtroom
- Attachment B** - Form of Offer Letter
- Attachment C** - Disclosure Statement
- Attachment D** - Tax Affidavit
- Attachment E** - Davis-Bacon Wage Rate
- Attachment F** - Bid Guaranty Certification
- Attachment G** - Subcontracting Plan Form
- Attachment H** - 2014 Living Wage Act Notice and Fact Sheet
- Attachment I** - First Source Employment Form/Employment Plan
- Attachment J** - Form of Contract

SECTION B
SCOPE OF WORK

B.1 **SCOPE OF WORK:**

In general, the Contractor shall provide construction services in an occupied building as required to accommodate the proposed alterations that will include, but not be limited to:

- Selective demolition
- Installation of floors, walls, ceilings, lighting, and millwork
- Modifications to the existing mechanical, plumbing, and electrical systems
- Coordination and scheduling of work with the District's vendors

Site Specific Scope:

Law Library

- Moving of existing to remain furniture and equipment
- Coordination of FF&E delivery and installation
- Selective demolition
- Installation of floors, walls, ceilings, lighting, and millwork
- Modifications to the existing mechanical, plumbing, and electrical systems

Moot Courtroom

- Construction of the Appellate courtroom to provide the dais and gallery areas.
- Construction of the Trial courtroom to provide the dais, gallery, and jury box areas.
- Coordination of AV requirements and FF&E delivery and installation.
- Installation of floors, walls, ceilings, lighting, and millwork
- Modifications to the existing mechanical, plumbing, and electrical systems

Grand Hall

- Coordination of AV requirements and FF&E delivery and installation.
- Selective demolition
- Installation of floors, walls, ceilings, lighting, and millwork
- Modifications to the existing mechanical, plumbing, and electrical systems

AV Room

- Coordination of AV requirements.
- Selective demolition
- Installation of floors, walls, ceilings, lighting, and millwork
- Modifications to the existing mechanical, plumbing, and electrical systems

Pantry

- Fabrication and installation of millwork and appliances
- Selective demolition
- Installation of floors, walls, ceilings, lighting, and millwork
- Modifications to the existing mechanical, plumbing, and electrical systems

In addition, the Contractor shall remove all interior finishes (carpet, etc.).

To the extent there is an inconsistency between the drawings and specifications, the Contractor shall be required to provide the more expensive requirement. Prior to submitting its proposal, each Bidder shall carefully review the drawings and specifications and shall bring any inconsistency or error in the drawings and specifications 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. The Project must be completed no later than **September 30, 2014**.

B.2 DRAWINGS AND SPECIFICATIONS:

DGS Specifications and Drawings are not physically attached herewith, but are available for purchase at Blue Boy Imaging, 214 L Street, NE, Washington, D. C. 20002 - Phone: (202) 265-0272 Fax: (202) 986-0172. The cost of the Drawings and Specifications are as follows:

- Full Size Drawings - \$20
- Half Size Drawings - \$15
- Specifications - \$12
- Drawings & Specifications (CD-ROM) - \$25

The base fire alarm system in the building is Siemens MXLV.

Alternate laminates can be used for this project provided that the laminate specifications match the specifications in Drawing A102 (1.01 Architectural Woodwork).

B.2.1 DRAWINGS:

TABLE OF CONTENTS	
Plan No.	Plan Name
	COVER SHEET
	GENERAL
G001	GENERAL INFORMATION
G002	C1 EGRESS PLAN
G003	ACCESSIBILTY GUIDELINES
	ARCHITECTURAL
A101	C1 DEMOLITION AND FLOOR PLANS

A102	PARTITION TYPES, DOOR SCHEDULES AND DETAILS
A401	ENLARGED FLOOR PLAN
A402	ELEVATIONS
A403	ELEVATIONS
A501	DETAILS
A601	PARTITION TYPES, DOOR SCHEDULE AND DETAILS
GF101	C1 GENERAL FURNISHINGS PLAN
	MECHANICAL
M100	COVER SHEET – MECHANICAL
M200	PARTIAL CELLAR LEVEL PLANS - MECHANICAL
M300	DETAILS AND SCHEDULES - MECHANICAL
	PLUMBING
P100	PARTIAL CELLAR LEVEL PLANS· PLUMBING
	ELECTRICAL
E100	SPECIFICATIONS AND SYMBOLS
E200	PARTIAL CELLAR LEVEL PLANS - DEMOUTION AND LIGHTING
E300	PARTIAL CELLAR LEVEL PLANS - POWER AND ARE ALARM
E400	POWER RISER DIAGRAM AND PANEL SCHEDULES

B.2.2 SPECIFICATIONS

DIVISION 1 GENERAL REQUIREMENTS

Section 01 10 00 Summary
 Section 01 20 00 Price and Payment Procedures
 Section 01 26 00 Contract Modification Procedures
 Section 01 31 00 Project Management and Coordination
 Section 01 32 00 Construction Progress Documentation
 Section 01 33 00 Submittal Procedures
 Section 01 35 16 Alteration Project Procedures
 Section 01 40 00 Quality Requirements
 Section 01 42 00 References
 Section 01 50 00 Temporary Facilities and Controls
 Section 01 60 00 Product Requirements
 Section 01 73 00 Execution
 Section 01 74 19 Construction Waste Management and Disposal
 Section 01 77 00 Closeout Procedures
 Section 01 78 23 Operation and Maintenance Data

DIVISION 2 EXISTING CONDITIONS

Section 02 41 19 Selective Demolition

DIVISION 3 CONCRETE

Section 03 30 53 Structural Lightweight Concrete

DIVISION 4 MASONRY

Not Used

DIVISION 5 METALS

Section 05 31 00 Metal Decking
Section 05 50 00 Metal Fabrications

DIVISION 6 WOOD, PLASTICS AND COMPOSITES

Section 06 10 00 Rough Carpentry
Section 06 40 00 Architectural Woodwork

DIVISION 7 THERMAL AND MOISTURE PROTECTION

Section 07 84 13 Penetration Firestopping
Section 07 92 00 Joint Sealants

DIVISION 8 OPENINGS

Section 08 12 16 Aluminum Frames
Section 08 14 00 Wood Doors
Section 08 70 00 Hardware
Section 08 80 00 Glazing

DIVISION 9 FINISHES

Section 09 21 16 Gypsum Board Assemblies
Section 09 51 00 Acoustical Ceilings
Section 09 65 00 Resilient Flooring
Section 09 68 13 Carpet Tiling
Section 09 91 00 Painting

DIVISION 10 SPECIALTIES

Used

DIVISION 11 EQUIPMENT

Section 11 31 00 Residential Appliances

DIVISION 12 FURNISHINGS

Not Used

DIVISION 13 SPECIAL CONSTRUCTION

Not Used

DIVISION 14 CONVEYING SYSTEMS

Not Used

DIVISION 15 MECHANICAL

Not Used – See Notes on Engineering Drawings

DIVISION 16 ELECTRICAL

Not Used – See Notes on Engineering Drawings

APPENDIX A See Finish Schedule on Drawings

APPENDIX B SCHEDULE OF APPLIANCES

B.3 **SCHEDULE**

The Contractor shall submit a complete project schedule for the completion of the project. The Contractor shall also submit an updated project schedule at each progress meeting.

B.4 **ESTIMATED PRICE RANGE**

The estimated price range for this project is: \$295, 000 - \$350,000.

B.5 **CONSTRUCTION HOURS:**

Normal business hours are between 7:00 am and 3:30 pm Monday through Friday. The Contractor shall perform “high volume construction activities” on Monday-Friday between the hours of 6:00am and 8:00am or in the evenings between the hours of 5:00 pm and 10:00 pm. High volume construction activities include, but are not limited to demolition work, sprinkler head installation, and fire alarm testing. Construction hours are subject to change depending on conditions and complaints. Prospective bidders are requested to consider the additional costs, if necessary, to perform the work outside of normal business hours in their bid price.

B.6 **GENERAL CONDITIONS:**

B.6.1 The Contractor shall be responsible for determining existing conditions on Project site by examination, whether shown on drawings or not.

B.6.2 The selected Contractor shall perform all of the work in 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.6.3 The Contractor shall provide submittals to the Project Manager (PM) as indicated in the Drawings, Specification, and the Scope of Work to the Department for its review and approval prior to proceeding with the work.

B.6.4 The Contractor, at no additional cost to the Department, shall provide such safety barricades, enclosures, and overhead protection as may reasonably be required by the Department and OSHA or other applicable law to safely implement the Work and remove such at the end of the work to leave the site in broom clean condition.

B.6.5 In addition to demolition which is 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.6.5.1 Repair or remove unsafe or unsanitary conditions.

B.6.5.2 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 DGS Project Manager.

B.6.5.3 Remove unsuitable or extraneous materials such as abandoned furnishings and equipment, and debris such as rotten wood, rusted metals and deteriorated concrete.

B.6.5.4 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.6.6 The Contractor shall be responsible for obtaining all permits and approvals that are required to perform and complete the installation at no additional cost to the Department.

B.6.7 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.6.8 The costs of any necessary security should be included in the Bidder's lump sum bid.

B.6.9 The Contractor shall provide a one (1) year warranty for the work performed on the project. During the warranty period, the Contractor shall implement a Contingency Plan to restore the functionality of the impaired equipment and work at no additional cost to the District. The Contractor shall respond to the District within 24-hours (or next business day) regarding system issues covered under the warranty.

B.6.10 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.6.11 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 to minimize use of driveways and entrances.

B.6.11.1 The Contractor shall schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

B.6.12 The Contractor shall comply with the following:

B.6.12.1 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.6.13 When the following must be interrupted, provide alternate facilities acceptable to the Project Manager or schedule the interruption for a time when occupancy will not be impaired:

B.6.13.1 Emergency means of egress.

B.6.14 The Contractor shall obtain required approvals from authorities having jurisdiction.

B.6.15 Smoking shall not be permitted within the building or within 25 feet of entrances, operable windows, perimeter fence, or outdoor-air intakes.

B.6.16 Use of tobacco products and other controlled substances shall not be permitted on the construction site.

B.6.17 District may appoint other entities to manage day-to-day activities for the execution of the Project.

B.6.18 The Contractor shall coordinate with the Project Manager 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.6.19 The Contractor is not responsible for furniture installation.

B.6.19 The Contractor shall provide dumpsters and clean the work area at the end of each workday.

B.6.20 The Contractor shall prepare and distribute to each subcontracting entity and other Contractors performing work at the project site, a written memorandum of instructions on required coordination activities including, but not limited to required notices, reports, and attendance at pre-installation/coordination/progress meetings.

B.6.21 The Contractor shall conduct bi-weekly progress meetings. The Contractor shall also record the meeting minutes and distribute copies to all attendees and others affected by decisions or actions resulting from each meeting. The meeting minutes shall be distributed in five (5) business days from the conclusion of the meeting. In addition, the meeting minutes shall be corrected and redistributed along with the revised project schedule prior to the next progress meeting. The project schedule shall include changes in logic and durations, actual starts and finishes, activity durations, and actual completion percentages for each activity.

B.7 **SUPERVISION & COORDINATION:**

The Contractor's personnel shall have the necessary experience and licenses to perform the required work.

B.8 **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.

B.9 **CONFORMANCE WITH LAWS:**

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

B.10 SOFTWARE REQUIREMENTS:

B.10.1 PROLOG Software Interface Requirements – The District will provide the Contractor with access to the DGS Prolog Project Management software. The Contractor shall be responsible for using Prolog to execute selected contract document requirements in coordination with the Project Manager.

B.10.2 Scheduling Software Requirement – The Contractor shall use Primavera 6 Prolog to prepare and submit any and all schedules required for this project.

B.11 TIME IS OF THE ESSENCE:

Time is of the essence with respect to the contract. The Project must be complete by **September 30, 2014**. As such, the Contractor shall dedicate such personnel and other resources as necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

SECTION C

ECONOMIC INCLUSION

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

General: Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Bidders 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, being a veteran-owned business enterprise, or being a local manufacturing business enterprise. (A copy of the certification acknowledgment letter must be submitted with the Contractor's bid.) A percentage reduction in price shall be granted as follows:

- Three (3) percent reduction for a small business enterprise (SBE);
- Five (5) percent for a resident-owned business (RBO);
- Ten (10) percent for a longtime resident business (LRB);
- Two (2) percent for a local business enterprise (LBE);
- Two (2) percent for a local business enterprise with its principal office located in an enterprise zone (DZE);
- Two (2) percent for a disadvantaged business enterprise (DBE).

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

C.2 SLDBE PARTICIPATION:

C.2.1 Mandatory Subcontracting Requirement

C.2.1.1 The Department requires significant participation by business enterprises certified by the Department of Small and Local Business Development as: (i) a local business enterprise; (ii) a small business enterprise; (iii) a disadvantaged business enterprise; (iv) having an owned resident business; (v) being a longtime business resident; or (vi) having a local business enterprise with its principal office located in an enterprise zone.

C.2.1.2 Accordingly, and in addition to the preference percentage conferred by **Section C.1**, the Department requires that business enterprises so certified must participate in at least 50% of the project. In addition, 35% must be awarded to entities that are certified as Small Business Enterprises by the District of Columbia Department of Small and Local Business Development and 20% to entities that are certified as Disadvantaged Business Enterprises. A business certified in more than one (1) category shall count towards all applicable goals for which it is certified; for example, a business certified as a Local, Small and Disadvantaged Business Enterprise shall count towards all three (3) requirements.

C.2.1.3 A prime contractor which is certified as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of sections C.2.1.1 and C.2.1.2. Bidders shall submit the Subcontracting Plan Form included as **Attachment H**.

C.3 RESIDENCY HIRING REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS:

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

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

C.3.3 The Bidder shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, including by not limited to the *Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011*, and the rules and regulations promulgated thereunder, including, but not limited to the following requirements:

- (i) At least 20% of journey worker hours by trade shall be performed by District residents;

- (ii) At least 60% of apprentice hours by trade shall be performed by District residents;
- (iii) At least 51% of the skilled laborer hours by trade shall be performed by District residents; and
- (iv) At least 70% of common laborer hours shall be performed by District residents.

C.3.4 The Bidder and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of \$300,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services (“DOES”) upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10th of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of \$500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

C.4 APPRENTICESHIP ACT:

The D.C. Apprenticeship Act of D.C. Law 2-156, (“Act”) as amended shall apply to this project. All subcontractors selected to perform work on the project on a craft-by-craft basis shall be required to comply with this Act. All terms and conditions of the D.C. Apprenticeship Council Rules and Regulations shall be implemented. Please note that 35% of all apprenticeship hours worked must be performed by District residents. The Contractor shall be liable for any subcontractor non-compliance.

C.5 DAVIS-BACON ACT:

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

SECTION D

EVALUATION AND AWARD CRITERIA

D.1 **CONTRACT AWARD:**

D.1.1 This procurement is being conducted in accordance with the provisions of §4720 of the Department's Procurement Regulations (27 DCMR, Chapter 47).

D.1.2 The District reserves the right to accept/reject CLIN 0001 in the bids resulting from this solicitation. The Chief Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

D.1.3 Evaluation of Bids: The District intends but is not obligated to make an award to the qualified Bidder whose bid is responsible and responsive to the IFB and is most advantageous to the Department considering only price and the price-related evaluation factors identified in the IFB.

SECTION E

BID ORGANIZATION AND SUBMISSION

This section outlines specific information necessary for the proper organization and manner in which Bidder's bid submissions shall be proffered. References are made to other sections in this IFB for further explanation.

E.1 SUBMISSION IDENTIFICATION:

Submissions shall be proffered in an original and three (3) copies. The Bidder's submission shall be placed in a sealed envelope conspicuously marked: **"OAG Law Library Renovations & Moot Appellate and Trial Courtroom Build-Out"**.

E.1.2 Form of Offer Letter

Each Bidder shall submit The Form of Offer Letter substantially in the form of **Attachment B**.

E.1.3 Tax Affidavit

Each Bidder shall submit a tax affidavit (**Attachment D**). In order to be eligible for this procurement, Bidders must be in full compliance with their tax obligations to the District of Columbia government.

E.1.4 Bid Guaranty Certification

Each Bidder shall submit the Bid Guaranty Certification substantially in the form of **Attachment F**. See Section H for further instructions.

E.1.5 Subcontracting Plan Form

Each Bidder shall submit the Subcontracting Plan Form substantially in the form of **Attachment G**.

E.1.7 First Source Employment Agreement for Construction Contracts Only

Each Bidder shall submit the First Source Employment Agreement and Employment Plan for Construction Contracts Only (**Attachment I**).

E.2 DELIVERY OR MAILING OF SUBMISSIONS:

Submissions shall be delivered or mailed to:

Department of General Services
Attn: Danyel Riley
2000 14th Street, NW - 8th Floor
Washington, DC 20009
Phone: (202) 741-0941

E.3 DATE AND TIME FOR RECEIVING SUBMISSIONS:

E.3.1 Submissions shall be received no later than 2:00 pm local time on **July 18, 2014**. The Bidder assumes the sole responsibility for timely delivery of its submission, regardless of the method of delivery.

E.3.2 The Department shall make publicly available the name of each Bidder, the bid price, and other information that is deemed appropriate.

SECTION F

BIDDING PROCEDURES & PROTESTS

F.1 CONTACT PERSON:

For information regarding this IFB please contact:

Danyel Riley
Contract Specialist
Department of General Services
2000 14th Street, NW, 8th Floor
Washington, D.C. 20009
Phone: (202) 741-0941
Email: Danyel.Riley@dc.gov

All written requests shall be sent to Danyel Riley, Contract Specialist at Danyel.riley@dc.gov .

F.2 PRE-BID CONFERENCE AND SITE VISIT:

A pre-bid conference will be held at 11:00 a.m. on **July 14, 2014** at the OAG Law Library 441 4th Street, NW, Level C-1/Suite 1C010, Washington, DC 20001. Interested Bidders are encouraged to attend.

F.3 EXPLANATIONS TO PROSPECTIVE BIDDERS:

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

Requests shall be submitted via email to Danyel Riley at the email address danyel.riley@dc.gov no later than the close of business on **July 15, 2014**. The person making the request shall be responsible for prompt delivery.

F.4 PROTESTS:

Protests shall be governed by §4734 of the Department's Procurement Regulations (27 DCMR, Chapter 47). The District of Columbia Contract Appeals Board shall be the exclusive hearing tribunal for bid protests and disputes in connection with decisions by the Chief Contracting Officer under §4732 and §4733. Claims shall be made in accordance with Title X of the 2010 Procurement Practices Reform Act.

F.5 RETENTION OF SUBMISSIONS:

All submissions will be retained by the Department and therefore will not be returned to the Bidders. With the exception of proprietary financial information, the submissions will become the property of the Department, and the Department has the right to distribute or use such information as it determines.

SECTION G

INSURANCE REQUIREMENTS

G.1 REQUIRED INSURANCE:

GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance to the Chief Contracting Officer giving evidence of the required coverage either before or after contract award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the same insurance required herein or the Contractor may, at its option, provide coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Chief Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, cancelled or not renewed.

G.1.1 Additional Insured Requirement: The policy description on the Certificate of Insurance form shall include the District as an additional insured and a waiver of subrogation in favor of the District.

G.1.2 Commercial General Liability Insurance: The Contractor shall provide evidence satisfactory to the Chief Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$1,000,000 per aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

G.1.3 Automobile Liability Insurance: The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

G.1.4 Workers' Compensation Insurance: The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

G.1.5 Employers' Liability Insurance: The Contractor shall provide employers' liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

G.1.6 Excess Liability Insurance: The Contractor shall provide umbrella or excess liability insurance as follows: Excess umbrella liability coverage (on at least a follow form basis) and when combined with the general liability policy has an aggregate limit of at least One Million Dollars (\$1,000,000).

G.1.7 Builder's Risk Insurance: Written on an "all risk" basis and covering the value of the improvements being constructed. This coverage does not need to be maintained until such time as construction operations begins.

G.1.8 Duration: Except as provided in G.1.7, the Contractor shall carry all required insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Chief Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, cancelled or not renewed.

G.1.9 Contractor's Property: Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

G.1.10 Measure of Payment: The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

G.1.11 Notification: The Contractor shall immediately provide the Chief Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Chief Contracting Officer.

G.1.12 Certificates of Insurance: The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this Insurance Section prior to commencing work. Evidence of insurance shall be submitted to:

Danyel Riley
Contract Specialist
Department of General Services
2000 14th Street, NW, 8th Floor
Washington, D.C. 20009
Phone: (202) 741-0941
Email: Danyel.Riley@dc.gov

SECTION H

BONDS

H.1 Bid Guaranty Certification

Bidders are required to submit with their bid a bid bond in the amount of 5% of the Bidder's Lump Sum Price. All bonding companies must be licensed to conduct business in the District of Columbia and be included on the Department of Treasury's Listing of Approved Sureties website. Alternatively, Bidders may submit a cashier's check or an irrevocable letter of credit in lieu of a bid bond. However, in the event an Bidder who is awarded the contract fails to post a payment and performance bond for the full value of the contract, The Bidder shall forfeit the full amount of the cashier's check or letter of credit, and the District shall collect such funds as liquidated damages. If the Bidder chooses to submit a cashier's check or an irrevocable letter of credit in lieu of a bid bond, The Bidder must complete and notarize the Bid Guaranty Certification included as **Attachment F** with the Bidder's bid. Letters of credit must be: (i) unconditional and standby; (ii) irrevocable; (iii) issued by a FDIC insured institution that is reasonably acceptable to DGS; and (iv) able to be drawn on in the Washington, DC metropolitan area. The letter of credit shall provide that it may be drawn upon if the holder of the letter of credit submits a signed statement by DGS's Contracting Officer stating that the Bidder has failed to enter into a contract consistent with the terms of this procurement and the Bidder's submitted bid.

H.2 Contractor's Payment and Performance Bond

The Contractor shall provide both a payment bond and a performance bond each in an amount equal to 100% of the contract price prior to the time the Contract is fully executed and prior to performing work on the Contract. All such bonds shall be issued by bonding companies licensed to conduct business in the District of Columbia and be included on the Department of Treasury's Listing of Approved Sureties.

H.3 Subcontractor's Payment and Performance Bond

Subcontractor shall provide both a payment bond and a performance bond each in an amount equal to 100% of the subcontract amount prior to performing any work on the contract. All bonding companies must be licensed to conduct business in the District of Columbia and be included on the Department of Treasury's Listing of Approved Sureties website.