



D.C. DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS

ON-CALL ROOF LEAK RESPONSE REPAIRS

September 29, 2014

Proposal Due Date: October 21, 2014 by 2:00 p.m. EDT

Preproposal Conference: October 2, 2014 at 10:00 a.m. EDT

to be held at:

**Frank D. Reeves Center
2nd Floor Community Room
2000 14th Street, NW
Washington, DC 20009**

Contact: Thomas D. Bridenbaugh
Leftwich & Ludaway, LLC
1400 K Street, NW
Suite 1000
Washington, D.C. 20005
Phone: (202) 434-9100

Solicitation Number: DCAM-15-CS-0045

Executive Summary

The Department of General Services (“Department” or “DGS”) is issuing this Request for Proposals (“RFP”) to engage multiple contractors to perform roofing repairs on an on-call basis for various roofs of facilities within DGS’ portfolio. The DGS portfolio, which consists of approximately four hundred (400) facilities, includes schools, Fire Stations, Police Stations, Recreation Centers, facilities within the DGS Real Estate Portfolio and various other municipal facilities. The selected contractors will be required to respond to emergency roof requests to correct leaks and perform other limited repairs at DGS facilities, as directed by DGS’ Program Manager and/or BLUEFIN, DGS’ roof management consultant. BLUEFIN is under contract with DGS to provide day-to-day management of roof leak response and emergency repair services, and will provide day-to-day coordination with the contractors to issue work orders and to review and approve the technical approach and costs for repair work ordered under this contract.

A.1. Project Delivery Method

The Department intends to award the work to multiple contractors. The DGS facilities will not be divided into groups. Instead, each Contractor may be called to any facility within DGS’ portfolio on an as-needed basis.

A.2 Form of Contract

The Form of Contract will be issued by addendum. Offerors should carefully review the Form of Contract when submitting their proposal. 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 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 their proposal. **A proposal that fails to specifically identify and describe the requested changes shall be deemed non-responsive.**

A.3 Time & Materials Contract

The contract awarded pursuant to this RFP will be a time and materials contract. Offerors are required to bid hourly rates for the personnel classifications set forth on **Attachment A** (for the Contract’s Base Year as well as two Option Years). Other than the cost of parts and materials (which will be reimbursed at a mutually agreed upon mark-up rate), these rates will be the Offeror’s sole compensation for work performed and as such should include adequate amounts to cover the Offeror’s labor, field equipment (i.e. small tools, transportation, trucks and vans, etc.), overhead, insurance, and profit and regardless of whether such services are provided by the Contractor’s own forces or a subcontractor. Overtime rates can only be charged for responding to work requests between 5 pm and 6 am.

Other than the original proposal (which shall include both a pricing and technical response), Offerors will be required to submit copies of the pricing portion of their proposal (including the Form of Offer Letter and any spreadsheets or other pricing

documents referenced in the Form of Offer Letter) separately from the technical portion of their proposal. The technical portion of the proposal consists of everything other than pricing information.

A.4 Economic Inclusion

The Department requires that Local, Small and Disadvantaged Business Enterprises (“LSDBEs”) participate in this project to the greatest extent possible and desires that such businesses perform at least Fifty Percent (50%) of the Contract Work under this procurement. Thirty Five Percent (35%) of the Contract Work must be awarded to entities that are certified as Small or Disadvantaged Business Enterprises by the District of Columbia Department of Small and Local Business Development, and Twenty Percent (20%) of the Contract Work to entities that are certified as Disadvantaged Business Enterprises. The Department will also require that the selected Contractors and all of their subconsultants, subcontractors, and suppliers, enter into a First Source Employment Agreement with the Department of Employment Services and hire fifty-one percent (51%) District residents for all new jobs created on the project. Please see **Part C** of this RFP for additional information.

In addition to LSDBE participation as described above, the Department requires that District residents participate in the Project to the greatest extent possible. Prior to execution of the Contract, the Department will establish a minimum requirement for the percentage of labor hours worked by District residents on the project (such requirement, the “Workforce Utilization Requirement”). Offerors shall submit with their proposals a Workforce Utilization Plan outlining how they intend to increase participation by DC residents in the performance of the work on this Project.

A.5 Selection Criteria

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

- Experience & References (20 points)
- Key Personnel (15 points)
- Project Management Plan (15 points)
- Cost (40 points)
- LSDBE Compliance/Utilization (5 points)
- Workforce Utilization (5 points)

A.6 Procurement Schedule

The schedule for this procurement is as follows:

- Issue RFP - September 29, 2014
- Pre-proposal Conference - October 2, 2014 at 10:00 am
- Last Day for Questions/Clarifications - October 16, 2014
- Proposals Due - October 21, 2014 at 2:00 pm
- Notice of Award - on or about November 5, 2014

A.7 Attachments

- Attachment A** - Form of Offer Letter with Hourly Rates Spreadsheet
- Attachment B** - Disclosure Statement
- Attachment C** - Tax Affidavit
- Attachment D** - Davis-Bacon Wage Rates
- Attachment E** - Bid Guarantee Certification

SECTION B SCOPE OF WORK

B.1 Scope of Work

The Department is tasked with maintaining and repairing approximately four hundred (400) schools, Fire Stations, Police Stations, Recreation Centers, DGS Real Estate Portfolio in the District of Columbia and other facilities within the District of Columbia. The Department is seeking to engage multiple contractors to perform maintenance and emergency roof repairs of these facilities. The selected contractors will enter into a time and materials contract for on-call roof maintenance and repair services on an as-needed basis. The contract will include a base year and two (2) optional one-year (1) terms for a total potential contract period of three (3) years. The work shall include the furnishing of all supervision, labor, materials, and services required to make the necessary repairs. Along with making repairs to roofs, the Contractors shall be required to demolish and remove existing roof materials and dispose of all waste material. Repairs shall be billed on an agreed upon hourly rate and percent mark-up on materials, in accordance with the pricing schedule attached hereto. Roof replacements and other major upgrades will be purchased under separate contracts and are excluded from this contract.

Work to be performed under this contract will include, but is not limited to, the following repairs:

- | | | |
|-------------|-----------------|-----------------------|
| 1. Cracks | 8. Roof hatches | 15. Gravel stops |
| 2. Blisters | 9. Sleepers | 16. Parapet walls |
| 3. Drains | 10. Flashing | 17. Pitch pans/pocket |
| 4. Vents | 11. Copings | 18. Vents |
| 5. Scuppers | 12. Downspouts | 19. Expansion joints |
| 6. Gutters | 13. Dormers | |
| 7. Jacks | 14. Face | |

Other Services may include:

- | | | |
|---------------------------|----------------------|-------------------------|
| 1. Roof inspections | 3. Waterproofing | 5. Core samples/testing |
| 2. Leak tests and repairs | 4. Minor restoration | 6. Moisture surveys |

The contractor and all personnel utilized in the performance of the work shall have experience with the following type of roof systems and materials:

- | | | |
|----------------------|------------------|------------------------|
| 1. Asphalt built-up | 10. Coatings | 19. Shake |
| 2. Coal tar built-up | 11. Bitumen | 20. Shingles |
| 3. Modified bitumen | 12. Mastics | 21. Roof tile |
| 4. EPDM | 13. Asphalt | 22. Waterproofing |
| 5. TPO | 14. Pitch | 23. Weatherproofing |
| 6. PVC | 15. Tar | 24. Membranes |
| 7. Metal | 16. Felt | 25. Vulcanized rubber |
| 8. Slate | 17. Glass fabric | 26. Standing seam |
| 9. Skylights | 18. Urethane | 27. Elastomeric system |

NOTE: At no time during a repair shall a torch be used to install a roofing membrane.

B.1.1 Central Office. The Contractor will be required to maintain a central office that is staffed between 7 am and 5 pm Monday through Friday. This office will be used to manage work associated with this contract and to dispatch work crews as requested by the Department. A separate office need not be established, and it is acceptable if the Contractor elects to run this Project from its current offices. The office should be equipped with telephone lines, a fax machine and e-mail and such other equipment and supplies as are necessary to fulfill the work required under the contract. The Contractors should also provide an “after hours” point of contact for dispatching staff on a 24/7 basis.

B.1.2 Work Records. Each Contractor shall maintain a job tracking system that, at a minimum, records: (i) the date and time a request was received by the Contractor; (ii) the date and time a crew was dispatched to the site; (iii) the date and time the crew arrived at the site; (iv) a description of the problem and corrective work required; (v) the amount of time spent on the site by the Contractor’s personnel; (vi) the materials and spare parts used by the contractor; and (vii) the date and time the work or repair was accepted by the Department. Each Contractor shall provide the Department with a report that summarizes all such activity on a weekly basis.

B.1.3 Time Cards. Each Contractor shall maintain a system that requires each employee to track his or her time on an hourly basis. At a minimum, such a system shall require each employee to clock in and out and to sign time cards.

B.1.4 Equipped Personnel. Each Contractor shall ensure that all of its personnel assigned to tasks on the contract are properly trained, equipped and, as necessary, licensed. Contractor personnel shall be provided with a fully equipped truck or service van that includes appropriate small tools and spare parts.

B.1.5 Qualified Personnel. Each Contractor will be required to provide personnel who have experience in managing large multi-facility roof maintenance as well as: roof inspections, leak tests and repairs; waterproofing; minor restoration; core samples/testing; and moisture surveys. Additionally, all personnel must have experience with different types of roof systems and materials, including: asphalt and coal tar build-up; modified bitumen; EPDM; TPO; metal; slate; felt; glass fabric; waterproofing; singles; coatings; and standing seam. All such personnel shall be properly licensed and fully qualified to perform the expected services.

B.2 Work Procedures. Each Contractor will be required to provide the supervision, labor, materials and equipment necessary to perform the services required under its contract. The repair work for the projects' scope include work activity such as: roof repairs; roof inspections, leak tests and repairs; waterproofing; minor restoration; core samples/testing; and moisture surveys. In performing these activities, each Contractor shall comply with the following procedures:

- .1 Provide qualified workers to perform roof repairs and upkeep services and adequate onsite supervision on a twenty-four (24) hour basis. Roofing work by its nature can be difficult and dangerous for inexperienced, untrained workers. The repair standards and procedures cited in this RFP require varying levels of competency and training in order to be effective. The misuse or lack of training on the part of workers can create more problems than solutions. The Offeror shall ensure that qualified personnel are assigned or contracted to accomplish the repair work per all applicable NRCA guidelines.
- .2 Employ and have sufficient technical personnel capable of responding to several sites simultaneously. Each Contractor shall also provide the Department a 24-hour emergency telephone number that will serve as the notification and dispatch center for service calls from the Department.
- .3 When an emergency roofing issue arises, DGS shall notify a Contractor that there is a need for maintenance and/or emergency repair at a particular facility. If the Contractor has been notified of a leak before 10:00 am, then the Contractor must visit the specified site to examine the scope of work required to effect repairs the same day. If the Contractor is notified of a leak after 10:00 am, then the Contractor must visit the site to examine the scope of work no later than the following business day. Upon determination of the extent of the work required, the Contractor may complete work with a cost of up to \$750 immediately. For any work in excess of \$750, the Contractor shall submit a written estimate (email is acceptable) specifying the labor and materials required to repair the damaged area(s) to "as new" condition. DGS shall, at its discretion, authorize the repairs by verbally instructing the Contractor to complete the work, or by the issuance of a written purchase order. The Contractor will be required to provide a written description of any work performed along with before/after photos of every leak response call in digital form, to be uploaded to BLUEFIN's roof management database.
- .4 Each Contractor is responsible for safety and security precautions during the project to minimize risk of injury or theft. Reasonable access to parking, materials storage, restrooms, temporary power, and water will be provided onsite by DGS.
- .5 Notify DGS of any "temporary" repairs that are necessary due to the unavailability of parts or materials. Permanent capital improvements must be made upon receipt required parts/materials. The Department reserves the right to

bring in any other contractor in order to complete a capital improvement that is not completed by the Contractor in a timely fashion.

- .6 The contractor shall not interfere with normal operation of DGS or the building facilities or the work of any other contractors working therein. Work shall be scheduled in such a manner as to minimize disruption of ongoing work and activities.
- .7 The Contractors shall notify the Department of any conditions that potentially may cause a roof to relapse into a defective condition if preventive maintenance is not performed.
- .8 Use non-hazardous materials that meet the requirements established by the Department or obtain prior approval to use substitute materials. Any hazardous material that must be incorporated into contractor's work shall be approved for use prior to being brought onto the worksite. Each Contractor shall provide MSDS Sheets for all materials used on-site, whenever applicable.
- .9 Provide all equipments necessary to complete assigned work activity. Contractors shall be responsible for safeguarding their own materials, tools, and equipment. The Department shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.
- .10 Provide a company cellular telephone for employees on-site for making and receiving calls. The cellular telephone number must be provided to the Department. Personal or business phone calls are not to be made on Department phones unless it is an "emergency".
- .11 The Contractors must obtain written consent from the Department before utilizing the services of any subcontractor(s). If use of a subcontractor is approved by the Department, all work must be coordinated with the Department. **Please submit the names and business addresses of each subcontractor proposed to perform work under the contract and list the type of the work which will be done by each subcontractor. If approved by the Department, the Contractor shall not substitute any person as subcontractor in place of the subcontractor designated in the original list of subcontractors, without the express written permission of DGS.**
- .12 All completed work shall be subject to inspection by one or more representatives of the Department. Service area must be restored to the condition that existed prior to the start of the work with emphasis on any special finish damage that may have occurred during the work. All work performed under this contract shall be in strict accordance with all federal and local codes, ordinances, rules, and regulations of all public administrative authorities having jurisdiction over the

work. All work must meet standards and guidelines set forth in the latest edition of the National Roofing Contractors Association Manual. Any work that is found to not be in compliance with Federal, District, Local Safety/Fire codes, and/or the latest edition of the National Roofing Contractors Association Handbook shall be corrected at the Contractor's expense.

- .13 The Contractors shall be responsible for the proper and safe removal and disposal of all debris and materials generated as part of the capital improvement.

B.3 Coordination with DCPS, DPR and other District Agencies

The Contractors will be required to coordinate its work with school, recreational, administrative, and Department agency municipal operations and activities. The work will be performed in occupied buildings and the Contractor may be required to work after hours or on weekends and holidays so as to not adversely impact educational, recreational or other municipal activities. The Contractors will be required to develop work plans that are coordinated with and acceptable to the school principals and other agency directors. In general, all facilities have personnel assigned to them during normal hours, 7:00 am to 8:00 pm that will provide access to the facilities. After-hours access can be arranged at any facility at any time necessary.

B.4 Project Site Safety

The Contractors will be required to ensure that its work is conducted in a safe manner and that appropriate barricades and other life safety procedures are employed to ensure the safety of students, municipal and administrative staff and employees, and the general public. All such construction barricades and life safety procedures shall be subject to the approval of the Department and its Program Manager.

B.5 Key Personnel

The Offeror's personnel should have the necessary experience to oversee and implement work of this type. Toward that end, Offerors should include within their proposals a description of the staff available to oversee and to perform this work and their qualifications.

B.6 Licensing, Accreditation and Registration

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

B.7 Conformance with Laws

It shall be the responsibility of each 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.8 Davis-Bacon Act

The selected contractors shall agree that the work performed under this Contract shall be subject to the Davis-Bacon Act. The wage rates applicable to this Project are attached as **Attachment D**.

B.9 Option Years

There will be two (2) one (1) year option periods, the first of which will cover the period between October 1, 2015 and September 30, 2016, and the second of which will cover the period between October 1, 2016 and September 30, 2017. The Department has the sole and absolute discretion about whether to exercise any option year provision.

B.10 Certain Business Terms

B.10.1 The Contractors will be compensated for reasonable travel time of its personnel.

B.10.2 The contractor's sole compensation shall be the hourly rates bid under this RFP and a mutually agreed upon markup on parts and materials. The contractor will be permitted to subcontract the work in order to meet surge volumes that occur during peak repair periods or to meet LSDBE utilization and/or District workforce utilization goals. However, the contractor's compensation will be based on the hourly rates bid under this RFP, and thus, such rates must be sufficient to cover the cost of subcontracting in the event the Offeror plans to satisfy its contractual obligations through subcontracting.

B.11 Warranty

Workmanship of the each Contractor and/or their subcontractors shall be warranted free of defects in materials and workmanship for one (1) year from the date of final acceptance by the DGS.

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 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, 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 Offeror's Proposal.) 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.

Offerors may qualify for more than one of these categories, so that the maximum number of points available under this section is twelve (12) points.

Information: 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) 727-3900 (Telephone Number)
(202) 724-3786 (Facsimile Number)

C.2 SLDBE Participation

The Department requires that 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 a 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. Accordingly, and in addition to the preference points conferred by **Section C.1**, the Department requires that business enterprises so certified must participate in at least Fifty Percent (50%) of the Contract work under this procurement. Thirty Five Percent (35%) of the Contract work must be awarded to entities that are certified as Small Business Enterprises by the District of Columbia Small and Local Business Development and Twenty Percent (20%) of the Contract work to entities that are certified as Disadvantaged Business Enterprises. Offerors will be required to submit a Local Business Enterprise Utilization Plan with their proposals. The Utilization Plan must demonstrate how this requirement will be met and, to the extent possible at this stage in the project, should identify the specific firms that will be used and their respective roles.

C.3 Residency Hiring Requirements for Contractors and Subcontractors

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

The Offeror shall comply with subchapter 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.

The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of \$100,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services ("DOES") upon execution of the 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”) (codified at D.C. Code 32-1401 *et seq.*) 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 Contractors shall be liable for any subcontractor non-compliance.

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Evaluation Process

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

D.2 Evaluation Committee

Each submission shall be evaluated in accordance with this **Section D** by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the Offeror(s) whose submissions are determined by the source selection official to be the most advantageous to the Department.

D.3 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.

D.3.1 Length of Oral Presentation

Each Offeror will be given up to 60 minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately 45 minutes for the Evaluation Committee to assess the presentation and prepare questions. The Offeror will then respond to questions from the Department's Evaluation Committee for no more than 90 minutes.

D.3.2 Schedule

The order of presentation will be selected randomly and the Offerors will be informed of their presentation date before the beginning of oral presentations. The Department reserves the right to reschedule any Offeror's presentation at the discretion of the contracting officer.

D.3.3 Offeror Attendees

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this project. Each Offeror will be limited to 7 persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of

the key areas of responsibility that are deemed essential to the successful completion of the project.

D.3.4 Topics

The Offeror may present information about its capabilities and special qualifications to serve as a contractor for this Project, including the qualifications of key personnel.

D.4 Proposal Evaluation

Each proposal will be scored on a scale of 1 to 100 points. In addition, Offerors will be 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. The contract will be awarded to the contractor with the highest evaluated score.

D.4.1 Experience & References (20 points)

The Department desires to engage a contractor with the experience necessary to realize the objectives set forth in **Section A** of this RFP. Offerors will be evaluated based on their demonstrated experience in: (i) maintaining/repairing roof systems; (ii) working in occupied school, recreation and other municipal facilities; and (iii) knowledge of the local regulatory agencies and Code Officials. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. This element of the evaluation will be worth up to twenty (20) points.

D.4.2 Key Personnel (15 points)

The Offeror's personnel should have the necessary experience and licenses to perform the required work. Toward that end, Offerors should identify the personnel that would work on this project and provide resumes for the key personnel who would be assigned to the project. At a minimum, this should include Project Manager(s) who will supervise the work and the Field Superintendants who will oversee the work in the field. These individuals must have experience in managing large multi-facility roof maintenance and repair contracts and other similar projects. The Offeror should also indicate what percentage of each such person's time will be devoted to this Project. Absent death, disability or separation from the Offeror's employment, the Offeror will not be allowed to reassign any of the key personnel. This element of the evaluation will be worth up to fifteen (15) points.

D.4.3 Cost (40 points)

Offerors will be required to bid hourly rates, as well as a proposed markup on parts and materials, as specified on **Attachment A**. This element of the evaluation is worth up to forty (40) points.

D.4.4 Project Management Plan (15 Points)

Offerors are required to submit a Project Management Plan. The Project Management Plan should clearly explain how the contractor intends to manage and implement the Project. It should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the plan should identify: (i) how the Offeror will assign its on-call crews; (ii) how roof repairs will be accomplished; (iii) how the Offeror will respond to emergencies and unplanned activities; and (iv) describe the key challenges inherent in this Project and explain how they will be overcome or mitigated. This element of the evaluation is worth up to fifteen (15) points.

D.4.5 LSDBE Compliance/Utilization (5 points)

The Department desires the selected Contractor provide the maximum level of participation for Local, Small and Disadvantaged Business Enterprises as well as employment opportunities for District of Columbia residents. Offerors will be evaluated in light of their demonstrated experience in meeting such goals and their proposed LSDBE Utilization Plan. This element of the evaluation will be worth up to five (5) points.

D.4.6 Workforce Utilization Plan (5 points)

The Department desires the selected contractor to provide the maximum level of participation by District of Columbia residents in performing the work. As part of their proposals, Offerors must provide a Workforce Utilization Plan which demonstrates how it will identify qualified District residents to perform work on the project and increase participation by District residents. This element of the evaluation will be worth up to five (5) points.

SECTION E PROPOSAL ORGANIZATION AND SUBMISSION

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

E.1 Submission Identification

Submissions shall be proffered in a full original proposal (pricing and technical submission); one (1) copy of the pricing proposal (Form of Offer Letter and any spreadsheets and/or other pricing document referenced in the Form of Offer Letter); and six (6) hard copies as well as two (2) electronic copies on CD-ROM or USB flash drive of the technical portion of the proposal (i.e. all portions of the proposal excluding the Form of Offer Letter and any spreadsheet or other pricing document referenced in the Form of Offer Letter). Copies of the technical proposal should **not** include the Form of Offer Letter or any spreadsheet or other pricing document referenced in the Form of Offer Letter. The Offeror's original submission shall be placed in a sealed envelope conspicuously marked: "Proposal for On-Call Roof Leak Response Repairs." Copies of the pricing and technical submissions shall be labeled accordingly.

E.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

DC Department of General Services
Att'n: JW Lanum
Frank D. Reeves Center
2000 14th Street, NW, 8th Floor
Washington, DC 20009

E.3 Date and Time for Receiving Submissions

Submissions shall be received no later than 2:00 pm EDT, on October 21, 2014. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

E.4 Submission Size, Organization and Offeror Qualifications

All submissions shall be submitted on 8-1/2" x 11" bond paper and typewritten. Telephonic, telegraphic, and facsimile submissions 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 as follows:

E.4.1 Bid Form

Each Offeror shall submit a bid form substantially in the form of **Attachment A**. Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the proposal non-responsive.

E.4.2 Disclosure Form

Each Offeror shall submit a Disclosure Statement substantially in the form of **Attachment B**.

E.4.3 Executive Summary

Each Offer should provide a summary of no more than three pages of the information contained in the following sections.

E.4.4 General Team Information and Firm(s) Data

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

- A. Name(s), address(es), and role(s) of each firm (including all sub-consultants)
- B. Firm profile(s), including:
 - i. Age
 - ii. Firm history(ies)
 - iii. Firm size(s)
 - iv. Areas of specialty/concentration
 - v. Current firm workload(s) projected over the next year
 - vi. Provide a list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.
- C. Description of the team organization and personal qualifications of key staff, including:
 - i. Identification of the single point of contact for the contractor.
 - ii. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the team.

- iii. Resumes for each key participant on the team, including definition of that person's role, relevant project experience, and current workload over the next two years.
- iv. Experience that the key team members have working together.

E.4.5 Relevant Experience and Capabilities

- A. Detailed descriptions of no more than eight (8) projects that best illustrate the team's experience and capabilities relevant to this project. While municipal projects are preferable for the portfolio, they are not required. On each project description, please provide all of the following information in consistent order:
 - i. Project name and location
 - ii. Name, address, contact person and telephone number for owner reference
 - iii. Brief project description including project cost, square footage, firm's scope of work, and key firm strengths exhibited
 - iv. Identification of personnel involved in the selected project who are proposed to work on this project
 - vi. Project process and schedule data including construction delivery method, and construction completion date (any unusual events or occurrences that affected the schedule should be explained)
 - vii. Construction cost data including pre-construction budget, and actual construction cost (if actual construction cost exceeds original, please explain why)
 - viii. Please indicate if your firm has ever defaulted on a contract, or ever failed to complete any work, and if so, why.
 - ix. Please list all roofing product manufacturers that your firm is currently certified to install, and the warranted systems and type/level of certification for each.
 - x. Finally, please list the projects currently under contract including contract value, scheduled completion date, contact person and phone number.

E.4.6 Project Management Plan

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

E.4.7 Cost Information

The Offeror should submit the Bid Form in substantially the form of **Attachment A**.

E.4.8 Local Business Utilization Plan

Each Offeror must submit a proposed Local Business Utilization Plan that identifies the specific certified business enterprises that will participate in the contract and their anticipated roles. In addition, each Offeror should provide: (i) a narrative description of similar projects and the Offeror's success in meeting such goals; and (ii) a chart, in summary form, that identifies the Offeror's major public projects over the last five years and its success in achieving such goals (creativity should be displayed regarding joint-venture and subcontractor agreements).

E.4.9 Workforce Utilization Plan

Each Offeror must submit a Workforce Utilization Plan that describes how the Offeror will increase participation by District residents in performing the labor necessary for the Project. The plan should set forth how specifically the Offeror will implement its plan to increase participation by District residents. The Offeror shall also provide a chart, in summary form, that depicts the level of participation by District residents in past projects with the District.

E.4.10 Tax Affidavit

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

SECTION F BIDDING PROCEDURES & PROTESTS

F.1 Contact Person

For information regarding this RFP please contact:

Thomas D. Bridenbaugh
Leftwich & Ludaway, LLC
1400 K Street, NW
Suite 1000
Washington, D.C. 20005
Phone: (202) 434-9100
Facsimile: (202) 783-3420

Any written questions or inquiries should be sent to Thomas Bridenbaugh at the address above.

F.2 Preproposal Conference

A preproposal conference will be held on October 2, 2014 at 10:00 am EDT. The conference will be held at the Frank D. Reeves Center, 2nd Floor Community Room, 2000 14th Street, NW, Washington, DC 20009. Interested Offerors are strongly encouraged to attend.

F.3 Explanations to Prospective Offerors

Each Offeror should carefully examine this Request for Proposals and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. 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 submissions 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 Thomas Bridenbaugh at the address listed in Section F.1 no later than the close of business on October 16, 2014. The person making the request shall be responsible for prompt delivery.

F.4 Protests

Protests shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of submissions. 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 submissions. In all other cases, a protester shall file the protest within ten (10) 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.

F.5 Contract Award

This procurement is being conducted in accordance with the provisions of Section 4716 of the Department's Procurement Regulations (27 DCMR § 4716).

F.6 Retention of Submissions

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

F.7 Examination of Submissions

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.

F.8 Late Submissions: Modifications

- A. Any submission or best and final offer received at the office designated in this RFP after the exact time specified for receipt shall not be considered.
- B. Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in F.8.A stated above.
- C. 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 submission wrapper or other documentary evidence of receipt maintained by the installation.

- D. Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- E. Submissions shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of submissions.

F.9 No Compensation for Preparation of Submissions

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

F.10 Rejection of Submissions

The Department reserves the right, in its sole discretion:

- A. To cancel this solicitation or reject all submissions.
- B. To reject submissions that fail to prove the Offeror's responsibility.
- C. To reject submissions that contain conditions and/or contingencies that in the Department's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- D. To waive minor irregularities in any submission 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 submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.

F.11 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.

F.12 Non-Responsive Pricing

In general, the Department will consider a proposal non-responsive if 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 G INSURANCE REQUIREMENTS

G.1 Required Insurance

Each Contractor will be required to maintain the following types of insurance throughout the life of the contract. The Contractors shall be responsible for the payment of all costs associated with the required insurance, including any and all premiums and, in the case of a claim, any applicable deductible.

G.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 Dollars (\$1,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and One Million Dollars (\$1,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage. The Contractor will be required to maintain this coverage in force for a period of at least three (3) years after substantial completion occurs.

G.1.2 Workers’ compensation and Employers Liability coverage providing statutory benefits for all persons employed by each Contractor, or its contractors and subcontractors at or in connection with the Work.

G.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 and property damage.

G.1.4 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 Five Million Dollars (\$5,000,000).

G.1.5 To the extent any design services are required, errors and omissions coverage written on a claims made basis and having an aggregate policy limit of at least Two Million Dollars (\$2,000,000). This coverage shall be maintained for a period of at least three years after substantial completion of the work.

G.2 Additional Insureds

Each insurance policy shall be issued in the name of the Contractor and shall name as additional insured parties the Department and the District of Columbia, and shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

G.3 Waiver of Subrogation

All such insurance shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

G.4 Strength of Insurer

All insurance shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best's rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed/approved to do business in the District of Columbia.

SECTION J BONDS

J.1 Bid Bond

Offerors are required to submit with their proposal a bid bond in the amount of \$50,000. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties. Alternatively, Offerors may submit a cashier's check or irrevocable letter of credit in lieu of a bid bond. However, in the event an Offeror who is awarded a contract fails to post a payment and performance bond for the full value of the contract, the Offeror shall thereby forfeit the full amount of the cashier's check or letter of credit, and the Department shall collect such funds as liquidated damages. If the Offeror chooses to submit a cashier's check or letter of credit in lieu of a bid bond, the Offeror must complete the form included as **Attachment E** and return, notarized, with the Offeror's bid. Letters of credit must be: (i) sight drawn; (ii) evergreen; (iii) issued by an FDIC insured institution that is reasonably acceptable to the Department; and (iv) able to be drawn on in the Washington, DC metropolitan area.

J.2 Contractor's Payment and Performance Bond

The contractor will be required to post a payment and performance bond having a penal value of estimated cost of \$250,000. All bonding companies must be included on the United States Department of Treasury's Listing of Approved Sureties.