

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



**REQUEST FOR PROPOSALS (RFP)**

**Solicitation Number: DCAM-15-CS-0139  
Construction Services for Madison Shelter Renovation – Phases II and III**

**Sheltered Market  
Set-Aside for Participation by Certified Small Business Enterprises (CSBEs) Only**

**June 19, 2015**

Proposal Due Date: July 13, 2015 by 2:00 p.m.

Delivery of Proposals: Department of General Services  
Contracts & Procurement Division, 8<sup>th</sup> Floor  
Attention: James H. Marshall  
Frank D. Reeves Center  
2000 14<sup>th</sup> Street NW, 8<sup>th</sup> Floor  
Washington, DC 20009

Pre-Proposal Conference:  
and Site Visit June 26, 2015 at 10:30 a.m.  
Madison Shelter  
651 10<sup>th</sup> Street, NE  
Washington, DC 20002

Contact: Andrei G. Howze  
Contract Specialist  
Contracts & Procurement Division  
2000 - 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor  
Washington, DC 20009  
Phone: (202) 576-8725  
Email: [Andrei.Howze2@dc.gov](mailto:Andrei.Howze2@dc.gov)

## EXECUTIVE SUMMARY

The D.C. Department of General Services (DGS) has issued this Request for Proposals (RFP) to engage a contractor to provide construction and construction related services required for the renovation of historic Madison Shelter (former Madison School) located at 651 10th Street, NE, Washington, D.C. The General Contractor shall provide all labor, services, transportation, tools, equipment, materials, testing and inspections and all other work necessary to perform the required services as described in the Drawings and Specifications for Madison Shelter Renovation – Phases I and II dated May 2, 2014 as amended with the revised sheets dated January 9, 2015.

This is a Sheltered Market Procurement and only Certified Small Business Enterprises (CSBEs) certified by the District's Department of Small and Local Business Development (DSLBD) at the time of submission are eligible to participate. The Contractor must maintain the aforementioned certification throughout the term of any resulting contract. The Offeror shall submit with its proposal its CBE certification letter issued by DSLBD (See Section C). The general contractor shall have experience with historic preservation projects.

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

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

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

Offerors shall be required to provide an Offer Letter (Attachment B) to include their lump sum price to complete the work. The lump sum price shall be the Contractor's sole method of compensation and as such shall be sufficient funding to cover all of the costs necessary to fully complete the project, including, but not limited to, labor, materials, trade, subcontractor costs, general conditions, insurance and bonding, home office overhead and profit. The lump sum price shall include sufficient funding for items that are not specifically identified in the Scope of Work but which are reasonably inferable therefrom.

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

The Form of Contract will 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. 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 the Offeror's proposal.

#### **A.4 Procurement Schedule:**

The schedule for this procurement is as follows:

- Issue RFP - June 19, 2015
- Pre-Proposal Conference & Site Visit - June 26, 2015, 2015 at 10:30a.m.
- Last Day for Questions - July 1, 2015
- Proposals Due - July 13, 2015 at 2:00p.m.
- Notice of Award - TBD

#### **A.5 Attachments:**

Attachment A - List of Exhibits and Drawings

Attachment B - Form of Offer Letter

Attachment C - Disclosure Statement

Attachment D - Tax Affidavit

Attachment E - Davis-Bacon Wage Rate

Attachment F - Bid Bond Form

Attachment G - Bid Guaranty Certification

Attachment H - Subcontracting Plan Form

Attachment I - 2015 Living Wage Act Notice

Attachment J - First Source Agreement Form

Attachment K- Form of Contract

Attachment L - Past Performance Evaluation Forms

Attachment M - Government of the District of Columbia Standard Contract Provisions  
For Use With Specifications for District of Columbia Construction  
Projects dated January 2007

## **SECTION B SCOPE OF WORK**

### **B.1 Background/Current Conditions**

Madison Shelter is a former District of Columbia school that was constructed in 1890. Madison currently houses the House of Ruth, a shelter that provides temporary housing and related services for homeless women. The former school is eligible for listing on the National Register of Historic Places. The building is of well-crafted, quality construction on solid stable foundations. The walls are solid load-bearing masonry with wood and steel floor framing. The non-ferrous metal roof surface was replaced in 2007. Madison Shelter is bound on the north by G Street NE, on the west by 10<sup>th</sup> Street, NE, and on the south and east by residential properties. The record property is LOT 0960, Square 0802, encompassing a total area of 16,485 square feet.

A previous construction project completed in 2013, improved the building's compliance with building codes, addressed safety issues and provided accessibility for those with disabilities. The renovation work included minimal exterior improvements, but did include a new accessible entrance on the North side, new semi-circular window vents at the north and south ridges, and new landscaping and fencing along the north face. The work is commonly referred to in the Scope of Work as Phase I renovation.

### **B.2 Scope of Work:**

DGS on behalf of Department of Human Services Office of Disability Rights (DHS/ODR) is seeking a contractor to provide construction services for the successful completion of exterior renovation and landscaping, streetscaping and low-impact development, (LID), stormwater management work to include but not limited to all labor, services, transportation, tools, equipment, materials, testing and inspections, supervision and all other work necessary for the renovation of Madison Shelter in accordance with the Specifications and Drawings provided herewith, and the Government of the District of Columbia Standard Contract Provisions For Use With Specifications for District of Columbia Construction Projects dated January 2007, incorporated herein as Attachment M.

In summary, work includes, but is not limited to the rehabilitation of Madison's facades, including original windows, brick exterior and east and west entrances, rejuvenation of the entire vegetation planting and hardscape at the corner of 10th and G Streets along the building's property lines and public right-of-way, installation of a low-impact development design, installation of state-of-the art storm water run-off management infrastructure, creation of inviting, sustainable landscaped areas adjacent to Shelter's southern and eastern facades, installation of site and building lighting and installation of new site fencing.

#### **B. 2.1 Pre-Bid Prerequisites**

- A pre-bid site visit and inspection are prerequisites for bidding process. Any case of error, omission, discrepancy or lack of clarity shall be promptly identified to DGS Contracts and Procurement for clarification prior to the quotation due date.

- Conduct inspection of doors and windows to document existing conditions as compared to the Drawings and Specifications.
- Prior to submitting the proposal, review the contract specifications and identify all items that are noted “to match existing”. Inspect site conditions to fully understand the materials, items and finishes that are to be matched.

### **B.3 Drawings and Specifications**

The Drawings and Specifications for *Renovation at Madison Shelter – Phase II: Site Streetscaping and Low Impact Development and Phase III: Structural Assessments, Building Façade Restoration* dated May 2, 2014 as amended with revised sheets dated January 9, 2015 are not physically attached this RFP, but are available for purchase at Blue Boy Imaging, 214 L Street, NE, Washington, DC 20002 – Phone (202) 265-0272, Fax (202) 986-0172.

The following prices apply:

- (a) Full Size Drawings - \$20.00
- (b) Half Size Drawings - \$15.00
- (c) Specifications - \$1.00
- (d) CD-ROM - \$25.00

### **B.4 Construction Hours and Occupancy Requirements**

The Madison Shelter will be occupied 24 hours per day, seven days per week during the construction period. On-site work generally shall be performed during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except as otherwise indicated in the contract documents and approved by the DGS Project Manager.

The General Contractor shall cooperate with the DGS Project Manager and House of Ruth Program Manager during construction operations to minimize conflicts in facilitate usage so as not to interfere with the Shelter’s day-to-day operations. The General Contractor shall maintain existing egress paths and exits.

The selected General Contractor shall be responsible for obtaining and paying for all permits, including trade permits. The District has obtained the building permit for the project and will provide an original copy of the building permit and stamped drawings to the selected General Contractor. The Contractor shall coordinate with all agencies and utility providers, including Miss Utility, at (800) 257-7777 at least two (2) business days prior to digging.

#### **B.4.1 Use of Premises**

**B.4.1.1** General - Contractor shall have limited use of premises for construction operations as indicated in the drawings and specifications.

**B.4.1.2** Use of Site – Limit use of premises to areas within the limits indicated. Do not disturb portions of the project site beyond areas in which the work is indicated.

**B.4.1.2.1** Occupancy - Allow for DC government occupancy and use by public.

**B.4.1.2.2** Driveways and Entrances - Keep driveways, loading areas, and entrances serving premises clear and available to Government employees, building users, and

emergency vehicles at all times other than area(s) approved in advance by the DGS Project Manager.

**B.4.1.2.2.1** Schedule deliveries to minimize use of driveways and entrances.

**B.4.1.2.2.2** Schedule deliveries to minimize space and time requirements for storage of materials and equipment onsite.

**B.4.1.2.3** Use of Existing Building - Maintain existing building in a weather tight condition throughout the construction period. Repair damage caused by construction operations. Protect the building and its occupants during construction period.

**B.4.1.2.3.1** Provide secure, weather tight temporary closures for any openings that might otherwise be open at the end of the work day.

**B.4.1.2.3.2** Consult with DGS PM for final approval of executed work for temporary closures.

**B.4.1.2.4** Utility Interruptions: Notify DGS Project manager not less than five (5) days in advance of utility interruptions.

**B.4.1.2.4.1** Do not proceed with utility interruptions without DGS Project Manager's written permission.

**B.4.1.2.4.2** Provide comprehensive fire watch services in accordance with OSHA requirements whenever the fire alarm and/or the electric power systems are out of service for more than thirty minutes due to construction activities.

**B.4.1.2.4.3** Non-smoking Building: Smoking is not permitted within the building, on the building roof, on scaffolding, or within 25 feet of entrances, operable windows, or outdoor air intakes.

#### **B.4.2 Special Project Phasing**

**B.4.2.1** Offerors are advised to review special phasing requirements in Sections B.4.4 and B.4.5 closely as construction work must be implemented to accommodate the District's hypothermia season requirements for Madison Shelter.

#### **B.4.3 General**

**B.4.3.1** General Contractor is required to submit a construction schedule in accordance with Division One Specification Section "Construction Process Documentation" at least five (5) days before the proposed start of work.

**B.4.3.2** General Contractor is required to meet with and coordinate the proposed schedule with the Shelter Program Manager, DGS and DHS.

#### **B.4.4 Doors**

**B.4.4.1** Phase work so that both emergency egress stairs and exits remain usable at all times.

**B.4.4.2** During work at either entrance, provide a temporary partition with temporary doors equipped with panic hardware to provide security and weather closure during the work. Ensure that the work area is clear for emergency egress at all times.

**B.4.4.3** Complete work at one exit and return it to service before beginning work at the second exit.

#### **B.4.5 Windows**

**B.4.5.1** During the period from November 1, until March 31, all dorms must remain in operation; therefore, work in the dorms that require complete vacation of the rooms cannot commence.

**B.4.5.2** During the period from April 1 until October 31 only one (1) dorm may be closed at a time. Storage and bathroom windows can be worked on simultaneously with one of the dorms. Complete all work in a dorm and associated storage or bathroom areas before beginning the next room.

**B.4.5.3** Provide temporary transparent weather tight closures on windows while sashes are off-site and re-install AC window units. Clean room so that it can be used by Shelter while sashes are out. Install new security screen at each window as its work is completed.

**B.4.5.4. DO NOT SIMULTANEOUSLY TAKE ROOMS 102, 103 AND 104 OUT OF SERVICE DURING WORK IN ROOMS 104, 104A AND 104B. Temporarily move office operations (including telephone, computer and camera monitors) to an alternate location.** Provide onsite trailer for additional office functions. Provide all services, equipment, labor and materials to provide temporary electrical, voice, and data support for all office moves to temporary locations.

**B.4.5.5** Coordinate work with DGS and the House of Ruth no later than eight weeks in advance of the proposed moves. Provide a schedule that illustrates all proposed moves and associated work.

**B.4.5.6 General Contractor is responsible for moving and protecting all furniture, fixtures and equipment in a room prior to starting window work.** Shelter staff and residents will remove all personal belongings and decorative items.

#### **B.5 Quality Assurance for Historic Work and Qualifications of Key Personnel**

**B.5.1 Historic Treatment Specialist Qualifications:** General Contractor shall ensure that its staff or sub-contractor shall have experience with historic treatment work similar in nature, materials, design and extent to this project as specified in each section, and that has completed minimum of five (5) recent projects with a record of successful in-service performance that demonstrates the firm's qualifications for performance of this work. Submit comprehensive photographs of projects completed within the past five years.

#### **B.5.2 Key Personnel**

**B.5.2.1 Field Supervisor Qualifications:** Full-time supervisors experienced in historic treatment work similar in nature, material, design and extent to that indicated for this project. Supervisors shall be on the project site during times that historic treatment work is in progress. Supervisors shall not be changed during the project, except for causes beyond the control of the specialist firm.

**B.5.2.2 Worker Qualifications:** Persons who are experienced in historic treatment work of the type they will be performing.

### **B.5.2.3 Historic Brick Unit Masonry Repair**

**B.5.2.3.1 Historic Treatment Specialist Qualifications:** General Contractor shall secure a qualified historic brick masonry repair specialist (sub-contractor or through its own forces). Experience installing standard unit masonry is insufficient experience for masonry historic treatment work.

**B.5.2.3.2 Historic Treatment Worker Qualifications:** When masonry units are being patched, assign at least one worker per crew who is trained and certified by manufacturer of patching compound to apply its products.

### **B.5.3 Historic Treatment of Wood Windows, General**

**B.5.3.1 Quality Standard:** General Contractor shall comply with applicable requirements in Section 12 – Contract Specifications, “Historic Restoration Work” and related requirements in AWI/AWMAC/WI’s “Architectural Woodwork Standards” for construction, finishes, grades of wood windows and other requirements unless otherwise indicated.

**B.5.3.2 Exception:** Industry practices cited in Section 12, Article 1.5, Industry Practices, of the Architectural Woodwork Standards do not apply to the work Specifications Section 080352 – 2.1

**B.5.3.3 Historic Treatment Specialist Qualifications:** General Contractor shall secure a qualified historic wood window specialist (sub-contractor or through own forces) experienced in repairing, refinishing, and replacing wood windows in whole and in part. Experience only in fabricating and installing new wood windows is insufficient experience for wood-window historic treatment work.

**B.5.2.4 Historic Treatment of Plain Painting Qualifications:** General Contractor shall secure a qualified historic treatment painting specialist with expertise in matching and touching up existing painting. Experience only in new painting work is insufficient experience for historic treatment work.

**B.5.2.5 Paint – Remover Manufacturer Qualifications –** A firm regularly engaged in producing paint removers that have been used for similar historic painting applications with successful results, and with factory-authorized service representatives who are available for consultation and Project-site inspection and on-site assistance.

## **B.6 Project Schedule**

**B.6.1** The Contractor shall have Twelve (12) weeks from issuance of Notice to Proceed to complete the work.

**B.6.2** Perform all work in first class and workmanlike manner.

**B.6.3** Ensure equipment or materials called for in Drawings and Specifications are new.

**B.6.4** Provide submittals as indicated in the Drawings and Specifications for review and approval of the DGS Project Manager, (PM).



**B.6.5** Coordinate with PM for work scheduling; including, but not limited to the availability of work areas, security planning, storage and coordination with Madison Shelter and utility providers, including Miss Utility.

**B.6.6 Site Plan:** Within seven business days of Notice To Proceed, submit a scaled site plan showing utility hookups, staging areas, sheds, offices, equipment, parking areas for construction personnel and all other temporary facilities. Consult and coordinate with DGS PM and Shelter Operator prior to preparation of this plan. Revise plan as needed to conform to comments until plan is approved.

**B.6.7 Access Plan:** Submit plan within seven (7) calendar days of Notice to Proceed for scaffolding or other method proposed to access exterior areas for repointing, repairs, window work and painting. Include staging areas, placement of fixed scaffolding and layout. Address safety and security to prevent access by unauthorized personnel during work and non-work hours. For scaffolding over 10 feet in height, provide scaffolding shop drawings stamped by an engineer licensed in the District of Columbia.

**B.7 Deliverable Schedule**

| <b>Section</b>   | <b>Description</b>   | <b>Format</b>  | <b>Due Date</b>                                     |
|------------------|--|--|---|
| <b>B.4.2.3.1</b> | <b>Construction Schedule</b>   | Paper Report- 8 ½ by 11 inches                             | Five (5) calendar days before start of work         |
| <b>B.6.6</b>     | <b>Site Plan</b> - submit a scaled site plan showing utility hookups, staging areas, sheds, offices, equipment, parking areas for construction personnel and all other temporary facilities.   | Paper Report- 8 ½ by 11 inches & full size scaled drawings | Within seven (7) calendar days of Notice To Proceed |
| <b>B.6.6</b>     | <b>Access Plan</b> – submit a scaled site plan showing utility hookups, staging areas, sheds, offices, equipment, parking areas for construction personnel and all other temporary facilities. | Paper Report- 8 ½ by 11 inches & full size scaled drawings | Within seven (7) calendar days of Notice To Proceed |

**B.8 Supervision and Coordination**

**B.8.1 General Contractor shall supervise work in accordance with all required federal, state and local regulations and the Drawings and Specifications. Supervision and Coordination requirements listed below are included for emphasis only and do not constitute the comprehensive body of supervision and coordination requirements.**

**B.8.2** Participate and assist in Project/Planning meetings.

**B.8.3** Maintain full-time on-site construction supervision and provide daily inspections, quality control and quality assurance monitoring.

**B.8.4** Conduct Progress Meetings as indicated in the Specifications.

**B.8.5** Provide OSHA compliant safety plan and signage in accordance with Drawings and Specifications and post as related signage as required. Ensure that all subcontractors prepare and submit safety plans and related monitoring in compliance with OSHA regulations and Drawings and Specifications.

**B.8.6** Prepare payment requests in compliance with DGS requirements and Specifications and forward to DGS PM for review and approval.

**B.8.7** Prepare and distribute close-out documents in accordance with Drawings, Specifications and DGS requirements.

**B.9 Licensing, Accreditation and Registration**

General Contractor and all of its subcontractors (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.10 Conformance with Laws**

It shall be the responsibility of the General 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.11 Software Requirements**

DGS shall provide the General Contractor with access to the DGS Prolog Project Management software and shall provide access to Prolog training for the General Contractor and team members of his/her choice. The General Contractor shall be responsible for using Prolog to execute selected contract documents in coordination with the DGS PM.

**B.12 Scheduling Software Requirement** – General Contractor shall use Primavera 6 scheduling software to prepare and submit any and all schedules required for this project.

## **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, or being a local business enterprise with its principal office located in an enterprise zone. (A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.) In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror's proposal:

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

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 LSDBE Participation.**

#### **C.2.1 Mandatory Subcontracting Requirement.**

**C.2.2** The subcontracting requirement may be satisfied by subcontracting 50% of the dollar volume to any Certified Business Enterprises (CBEs) provided however, that the costs of materials, goods, and supplies shall not be counted towards the subcontracting requirement unless such materials, goods, and supplies are purchased from certified small business enterprises.

**C.2.3** A prime contractor which is certified as a Small Business Enterprise shall not be required to comply with the provisions of section C.2.1.1. Offerors shall submit the Subcontracting Plan Form included as Attachment H.

**C.2.4** Neither the Contractor or a Subcontractor may remove a Subcontractor or tier-Subcontractor if such Subcontractor or tier-Subcontractor is certified as a Local, Small or Disadvantaged Business Enterprise (LSDBE), unless the Department approves of such removal. The Department may condition its approval upon the Contractor developing a plan that is, in the Department's sole and absolute judgment, adequate to maintain the level of LSDBE participation on the Project as required under this Contract.

**C.2.5** A list of Certified Business Enterprises can be found on the District of Columbia, Department of Small and Local Business Development website at <http://dslbd.dc.gov/DC/DSLBD>, click on "Doing Business in the District", then click on "Find CBE Certified Contractors."

### **C.3 Residency Hiring Requirements for Contractors and Subcontractors:**

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

**C.3.2** Upon execution of the contract, the Offeror and all of its member firms, if any, and each of its subcontractors and sub-consultants 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 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 the First Source Amendment Act of 2011, and the rules and regulations promulgated thereunder. The Offeror and all member firms, subcontractors, tier subcontractors, sub-consultants, 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, Attachment J, 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 10<sup>th</sup> of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in a 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.

## **SECTION D**

### **EVALUATION AND AWARD CRITERIA**

#### **D.1 Selection Criteria:**

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

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

#### **D.2 Evaluation Process:**

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

#### **D.3 Evaluation Committee:**

Each submission will be evaluated in accordance with this Section D 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 submissions are determined by the source selection official to be the most advantageous to the Department.

#### **D.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.

#### **D.5 Proposal Evaluation:**

Each proposal will be scored on a scale of 1 to 100 points as described in Section D.1. 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 whose proposal conforming to the solicitation is deemed most advantageous to the District.

**D.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 Office reserves the right to deem a proposal non-responsive if Offeror's price is greater than 150% of the independent government estimate.

**SECTION E  
PROPOSAL ORGANIZATION AND SUBMISSION**

**E.1 Proposal Identification:**

Offerors shall submit an original and five (5) hard copies in a sealed envelope conspicuously marked: **“DCAM-15-CS-0139 Construction Services for Madison Shelter Renovation – Phases II and III ”**.

**E.2 Delivery or Mailing of Proposals:**

Submissions shall be delivered or mailed to:

Department of General Services  
Attn: James H. Marshall  
2000 14<sup>th</sup> Street, NW 8<sup>th</sup> Floor  
Washington, D.C. 20009  
Phone: (202) 727-2800

**E.3 Date and Time for Receiving Proposals:**

Submissions shall be received no later than 2:00 p.m. local time on July 13, 2015. The Offeror assumes the sole responsibility for timely delivery of its submission, regardless of the method of delivery.

**E.4 Proposal 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 in two (2) separate volumes as follows:

**E.4.1 Technical Proposal Section – Volume I**

**E.4.1.1 Executive Summary**

The Offer shall provide a summary of no more than three (3) pages to include the following for the Offeror and any subcontractors:

- (a) Name(s), address(es), and role(s) of each firm (including all sub-contractors)
- (b) Firm profile(s), including:
  - 1. Age
  - 2. Firm history(ies)
  - 3. Firm size(s)
  - 4. Areas of specialty/concentration
  - 5. Current firm workload(s) projected over the next year

6. Provide a list of any contracts held by the Offeror where the contract was terminated (either for default or convenience). This list shall 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.

#### **E.4.1.2 Relevant Experience and Capabilities (35 Points)**

The Department desires to engage a Contractor with the experience necessary to successfully complete the required work as described in Attachment A of this RFP. The Offeror shall submit the following to demonstrate the Offeror's relevant experience and capabilities to perform the required work as described in Attachment A.

- (a) The Contractor shall provide a minimum of three (3) detailed descriptions of projects performed in the last five (5) years to include the following that best illustrates the team'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 (General Contractor or Subcontractor);
  4. Project size in square footage;
  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) The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms (Attachment L) are completed and submitted on behalf of the Contractor directly to Andrei Howze at [Andrei.Howze2@dc.gov](mailto:Andrei.Howze2@dc.gov) by the due date for proposals (Section E.3).
- (c) The Offeror shall ensure that a minimum of two (2) Past Performance Evaluation forms (Attachment L) are completed and included in the Contractor's proposal for each proposed subcontractor, as applicable.

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.



#### **E.4.1.3 Key Personnel (20 Points)**

Offerors shall assign senior personnel to this Project with experience in completing similar projects on-time and on-budget. The availability and experience of the key personnel assigned to this Project will be evaluated as part of this element. The Offeror shall:

- (a) Identify, at a minimum: (i) the Project Executive, (ii) the Project Manager, (iii) the Safety Manager (iv) Field Supervisor, (v) Historic Treatment Specialists (Wood and Brick) responsible for the Project and describe the specific experience of each key personnel working on projects similar to the required work as described in Attachment A of this RFP;
- (b) Provide resumes for the key personnel identified above that demonstrates their ability to successfully complete the required work; and
- (c) Provide a table that identifies the specific staff that will be assigned to this Project. The table should include: (i) the individual's name; (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this project); and (iv) the time periods during which the individual will be assigned to the project. This table should include all personnel that will be assigned to the project.

#### **E.4.1.4 Project Management Plan & Schedule (25 Points)**

Offerors shall submit a Project Management Plan & Schedule. The Project Management Plan should clearly explain how the Contractor intends to manage and implement the project. It should demonstrate a comprehensive knowledge of the process and provide project specific impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the plan shall:

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

#### **E.1.4.5 Attachments**

The Offeror shall complete and include the following attachments in their technical proposal:

- a) Disclosure Statement – Each Offeror shall submit a Disclosure Statement (Attachment C);
- b) Tax Affidavit - Each Offeror shall submit a tax affidavit substantially in the form of Attachment D. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government.

- c) First Source Employment - Each Offeror shall submit the First Source Employment Agreement in the form of Attachment J.

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

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

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

### **E.4.2.2 Attachments**

The Offeror shall complete and include the following attachments in their price proposal:

- (a) Bid Bond (Attachment F) or Bid Guarantee Certification (Attachment G) - Each Offeror shall submit the Bid Guaranty Certification substantially in the form of Attachment G; and
- (b) Subcontracting Plan Form (Attachment H).

**SECTION F**  
**BIDDING PROCEDURES & PROTESTS**

**F.1 Contact Person:**

For information regarding this RFP please contact:

Andrei Howze  
Department of General Services  
Contracts and Procurement Division  
2000 14<sup>th</sup> Street, NW  
8<sup>th</sup> Floor  
Washington, DC 20009  
Phone: (202) 576-8725  
[Andrei.Howze2@dc.gov](mailto:Andrei.Howze2@dc.gov)

**F.2 Pre-Proposal Conference and Site Visit:**

A pre-proposal conference and site visit will be held at 10:30 a.m. on June 24, 2015 at the Madison Shelter, 651 10th Street, NE, Washington, DC 20002. Interested Offerors are encouraged to attend.

**F.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 will 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 will not be binding.

Requests shall be directed to Andrei Howze at the email address listed in Section F.1 no later than the. 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). 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 proposal 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 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. DGS shall have the right to distribute or use such information as it determines.

**F.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.

**F.7 Late Proposals and Modifications:**

- (a) 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.
- (b) 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 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 proposal 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 proposal which makes its terms more favorable to the DGS may be considered at any time it is received and may be accepted.
- (e) Proposals shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of proposals.

**F.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.

**F.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.

**F.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.

**F.11 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 G  
INSURANCE REQUIREMENTS**

**G.1 Required Insurance:**

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

- 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 two years after substantial completion.
- G.1.2** Workers’ Compensation and Employers Liability coverage providing statutory benefits for all persons employed by the 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 Five Hundred Thousand Dollars (\$500,000) 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 Two Million Dollars (\$2,000,000).

**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 H BONDS**

### **H.1 Bid Bond:**

**H.1.1** Offerors shall submit with their proposal a Bid Bond in the amount of **5%** of the Offeror's lump sum price. The Offeror's Bid Bond shall be submitted in substantially the form provided as Attachment F. All bonding companies shall be licensed to conduct business in the District of Columbia and be included on the United States Department of Treasury's website Listing of Approved Sureties.

**H.1.2** Alternatively, Offerors may submit a cashier's check or irrevocable letter of credit in lieu of a Bid Bond. If the Offeror chooses to submit a cashier's check or letter of credit in lieu of a Bid Bond, the Offeror shall complete the form included as Attachment G and return, notarized, with the Offeror's proposal. Letters of credit must be: (i) unconditional and standby; (ii) irrevocable; (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. 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 Department's CCO stating that the Offeror has failed to enter into a contract consistent with the terms of this procurement and the Offeror's Proposal submitted thereunder.

**H.1.2.1** 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 will collect such funds as liquidated damages.

### **H.2 Payment and Performance Bond:**

The Contractor shall be required to provide payment and performance bonds, each having a penal value equal to 100% of the contract 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.