

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



**REQUEST FOR PROPOSALS (RFP)**

**Solicitation Number: DCAM-15-CS-0083**

**Metropolitan Police Department (MPD)  
7<sup>th</sup> District Locker Room Renovations**

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

**January 28, 2015**

Proposal Due Date: February 19, 2015 by 2:00 p.m.

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

Pre-Proposal Conference:  
and Site Visit February 3, 2015 at 10:00 a.m.  
MPD 7<sup>th</sup> District Police Station  
2455 Alabama Avenue, SE  
Washington, DC 20020

Contact: Danyel Riley  
Contract Specialist  
Contracts & Procurement Division  
2000 - 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor  
Washington, DC 20009  
Phone: (202) 741-0941  
Email: [danyel.riley@dc.gov](mailto:danyel.riley@dc.gov)

## EXECUTIVE SUMMARY

The District of Columbia Department of General Services (DGS), Contracts and Procurement Division, on behalf of the DC Metropolitan Police (MPD) is issuing this Request for Proposals (“RFP”) to engage a Contractor to provide all labor, materials, supervision, and other services necessary for Locker Room Renovations at MPD 7<sup>th</sup> District Police Station located at **2455 Alabama Avenue, SE Washington, DC 20020**. The Contractor shall provide the required services in accordance with the Scope of Work (**Attachment A**).

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) under NIGP Code **909-22-00 (Building Construction, Non-Residential (Office Bldg., etc.))** at the time of submission are eligible to participate. The Contractor must maintain the aforementioned certification throughout the term of any resulting contract. The Offeror shall submit with its proposal its CBE certification letter issued by DSLBD (**See Section C**).

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

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

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

Offerors shall 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 is included as **Attachment K**. 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 proposals 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.4 Procurement Schedule:**

The schedule for this procurement is as follows:

- Issue RFP - January 28, 2015
- Pre-Proposal Conference & Site Visit - February 3, 2015 at 10:00 a.m.
- Last Day for Questions - February 9, 2015 at 2:00 p.m.
- Proposals Due - February 19, 2015 at 2:00 p.m.
- Notice of Award - TBD

**A.5 Attachments:**

- Attachment A - Scope of Work
- 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 and Fact Sheet
- Attachment J - First Source Agreement Form
- Attachment K - Form of Contract
- Attachment L – Past Performance Evaluation Forms

## SECTION B SCOPE OF WORK

### **B.1 Scope of Work:**

See Attachment A to this RFP.

### **B.2 General Conditions:**

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

**B.2.1** The Contractor shall be responsible for determining existing conditions on project site by examination, whether indicated in the Scope of Work or not.

**B.2.2** The facility is fully occupied and the Contractor shall phase work as indicated in **Section B.1** of the Scope of Work (Attachment A). Additionally, the Contractor shall coordinate activities with the Project Manager so as to allow occupants the mandated time necessary for relocation of personal items out of a construction area before beginning work.

**B.2.3** Time is of the essence with respect to the contract. The Contractor shall substantially complete the project within One Hundred Fifty-Five (155) calendar days from the date specified in the written Notice to Proceed (NTP) signed by the Contracting Officer, and fully complete the Project ten (10) days thereafter. As such, the Contractor shall dedicate such personnel and other resources as necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

**B.2.4** All work shall be performed during the normal business hours (between 7:00 a.m. to 7:00 p.m.) Monday through Friday, except District Government holidays. Work shall be scheduled and coordinated with DGS Project Manager.

**B.2.5** The Contractor shall perform all of the work in a first class and workmanlike manner. Any equipment or materials called for in the Scope of Work shall be new unless otherwise approved by the Department in advance and in writing.

**B.2.6** The Contractor shall provide deliverables as indicated in **Section B.4** to the Department for its review and approval prior to proceeding with the work.

**B.2.7** The Contractor, at no additional cost to the Department, shall provide such safety barricades, enclosures and overhead protection as may reasonably be required by the Department and as may be necessary to safely implement the work and to remove such at the end of the work and shall leave the site in broom clean condition.

**B.2.8** In addition to demolition which may be specified in other sections, cut, move or remove items as necessary to allow work to proceed:

**B.2.8.1** Repair or remove unsafe or unsanitary conditions.

**B.2.8.2** Remove abandoned items and items serving no useful purpose, such as abandoned piping, conduit, wiring, electrical devices and any other items. However, before any appurtenance removal, the work shall be coordinated with the DGS Project Manager (PM).

**B.2.8.3** Remove unsuitable or extraneous materials such as abandoned furnishings and equipment, and debris such as rotten wood, rusted metals and deteriorated concrete.

**B.2.8.4** Clean surfaces and remove surface finishes as indicated in the Scope of Work to install new work and finishes and unless otherwise noted the new finish shall match the existing.

**B.2.9** With the exception of the building permit, the Contractor shall be responsible for obtaining all job permits and approvals from the Department of Consumer and Regulatory Affairs that are required to perform and complete the installation at no additional cost to the Department.

**B.2.10** The Contractor's scope of work shall include all necessary maintenance of traffic measures, including, but not limited to, signs, flagman, steel plates, etc. The Contractor shall be responsible for preparing any necessary maintenance of traffic plans and for obtaining any required lane closure permits.

**B.2.11** The costs of any necessary security should be included in the Offeror's lump sum price.

**B.2.12** All materials, equipment and installations provided shall have a warranty period of one (1) year from Final Completion.

**B.2.13** The Contractor shall not install new lockers in a location that would interfere or cover up utilities or emergency related equipment ( i.e. installing lockers in front of fire alarm pull stations, HVAC controls, light switches, etc.)

**B.2.14** **Parking is not available on the premises.** The Contractor shall use street parking and keep the MPD 7<sup>th</sup> District driveways, loading areas, and entrances serving premises clear and available to District employees, the public, and emergency vehicles at all times. The contractor shall not use these areas for parking or storage of materials, and schedule deliveries to minimize use of driveways and entrances.

**B.2.15** The Contractor shall schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

**B.2.16** The Contractor shall comply with the following:

**B.2.16.1** The area available to the Contractor for performance of the work is restricted to the areas in which that Work shall be conducted with the understanding that it may at any time be further encroached upon by the facility for security reasons. When the District or the occupant continues to occupy portions of the project during construction, the Contractor shall schedule and

conduct the work so as to cause the least interference with operations of the District or occupants.

**B.2.16.2** When the above must be interrupted, the Contractor shall provide alternate facilities acceptable to the Project Manager (PM) or schedule the interruption for a time when occupancy will not be impaired.

**B.2.17** The Contractor shall not interrupt utilities serving facilities occupied by District or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

**B.2.17.1** Notification to the District not less than seven (7) work days in advance of proposed utility interruptions; Contractor shall not proceed with utility interruptions without District's written permission.

**B.2.18** The Contractor shall obtain required approvals from authorities having jurisdiction.

**B.2.19** Smoking shall not be permitted within the building or within 25 feet of entrances, operable windows, perimeter fence, or outdoor-air intakes.

**B.2.20** Use of tobacco products and other controlled substances shall not be permitted on the construction site.

**B.2.21** District may appoint other entities to manage day-to-day activities for the execution of the Project.

**B.2.22** The Contractor shall coordinate with the PM for work scheduling; including, but not limited to: availability of work areas, security planning, storage and coordination with all agencies and utility providers, including Miss Utility.

**B.2.23** Furnish & Install protection to floor and wall areas not slated for demolition where workers will be walking and delivering materials.

**B.2.24** The Contractor shall effectively utilize the existing conditions when and where reuse is called for in the Scope of Work. Changes to the cost of work will not be authorized for reuse items. If modifications to the existing conditions must be made for new installations, it is the Contractor's responsibility to perform them as required, the cost of which is included in the Lump Sum Proposal.

**B.2.25** While performing the Work, the Contractor shall not cause any of MPD's emergency equipment to malfunction. If the emergency equipment malfunctions as a direct result of work performed by the Contractor, the Contractor shall immediately contact the MPD Point of Contact (POC) and the DGS Project Manager.

**B.2.26** Prior to submitting its proposal, each Offeror shall carefully review the Scope of Work and shall bring any inconsistency or error in the Scope of Work to the attention of the Department in writing. To the extent that a competent Contractor could have identified any such

inconsistency or error, such inconsistency or error shall not serve as the basis for a change order and the Contractor shall assume the risk of such inconsistency or error.

**B.3 Software Requirements:**

**B.3.1 PROLOG Software Interface Requirements**

The District shall provide the Contractor with access to the DGS Prolog Project Management software. The Contractor shall be responsible for using Prolog to execute selected contract document requirements in coordination with the Project Manager.

**B.3.2 Scheduling Software Requirement**

The Contractor shall use Primavera 6 Prolog to prepare and submit any and all schedules required for this project.

**B.4 Deliverables:**

The Offeror shall include with its proposal, a Contingency Plan that addresses the restoration of emergency response equipment should it become damaged as a result of work performed on the project. The Contractor shall implement the Contingency Plan to restore the functionality of the impaired response equipment (e.g. Alerts Systems, Radio & Data Communications, etc.) in a safe and expedient manner. Estimated response timeframes shall be included in the Contingency Plan.

In addition, the Contractor shall also provide the following deliverables:

<b>Item</b>	<b>Format</b>	<b>Due Date</b>
Revised Project Schedule	One (1) electronic copy Two (2) hard copies	Within six (6) calendar days of executed NTP
Proposed Finish Schedule	One (1) electronic copy Two (2) hard copies	Within six (6) calendar days of executed NTP
Proposed FF & E Schedule	One (1) electronic copy Two (2) hard copies	Within six (6) calendar days of executed NTP
Proposed Keying and Hardware Schedule	One (1) electronic copy Two (2) hard copies	Within six (6) calendar days of executed NTP

**Hard copies and electronic copies shall be submitted to the Project Manager.**

## 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.2.1.1** 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.2.1.2** 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.2.1.3** 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.2.1.4** 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", 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 COMPLIANCE REQUIREMENTS

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

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

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

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

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

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

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

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

### **D.5 Davis-Bacon Act:**

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

### **D.6 Apprenticeship Act:**

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

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

**E.1 Selection Criteria:**

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

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

**E.2 Evaluation Process:**

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

**E.3 Evaluation Committee:**

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

**E.4 Oral Presentation:**

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

**E.5 Proposal Evaluation:**

Each proposal will be scored on a scale of 1 to 100 points as described in **Section E.1**. In addition, Offerors 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.

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

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

**SECTION F  
PROPOSAL ORGANIZATION AND SUBMISSION**

**F.1 Proposal Identification:**

Proposals shall be submitted in an original and five (5) hard copies. The Offeror's submission shall be placed in a sealed envelope conspicuously marked: **"DCAM-15-CS-0083 MPD 7th District Locker Room Renovations"**.

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

Submissions shall be delivered or mailed to:

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

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

Submissions shall be received no later than 2:00 p.m. local time on **February 19, 2015**. The Offeror assumes the sole responsibility for timely delivery of its submission, regardless of the method of delivery.

**F.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:

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

**F.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-contractor)
- (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.

#### **F.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 Danyel Riley at [danyel.riley@dc.gov](mailto:danyel.riley@dc.gov) by the **due date for proposals (F.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.

**F.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) and the Safety Manager 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.

**F.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.

<b>MPD 7<sup>th</sup> District Locker Room Renovations</b>	
<b>Calendar Days After NTP</b>	<b>Key Milestones</b>
<b>6</b>	<b>Submittals</b>
<b>90</b>	<b>Mobilization</b>
<b>155</b>	<b>Substantially Complete</b>
<b>165</b>	<b>Clean Up - Fully Completed</b>

#### **F.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**.

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

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

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

##### **F.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 the
- b. Subcontracting Plan Form (**Attachment H**).



**SECTION G**  
**BIDDING PROCEDURES & PROTESTS**

**G.1 Contact Person:**

For information regarding this RFP please contact:

Danyel Riley  
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) 741-0941  
[danyel.riley@dc.gov](mailto:danyel.riley@dc.gov)

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

A pre-proposal conference and site visit will be held at 10:00 a.m. on **February 3, 2015** at MPD 7<sup>th</sup> District Police Station located at **2455 Alabama Avenue, SE Washington, DC 20020**. Interested Offerors are encouraged to attend.

**G.3 Explanations To Prospective Offerors:**

Each Offeror shall carefully examine this RFP and any and all amendments, addenda, or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a Proposal. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation 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 Danyel Riley at the email address listed in Section G.1 no later than the 2:00 p.m. on **February 9, 2015**. The person making the request shall be responsible for prompt delivery.

#### **G.4 Protests:**

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

This section is intended to summarize the 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.

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

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

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

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

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

- (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 G.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.

**G.8 No Compensation for Preparation of Proposals:**

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

**G.9 Rejection of Proposals:**

The Department reserves the right, in its sole discretion:

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

**G.10 Limitation of Authority:**

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

**G.11 Contract Award:**

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

## **SECTION H INSURANCE REQUIREMENTS**

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

- H.1.1 The contractor will be required to maintain the following types of insurance throughout the life of the contract.
  - H.1.1.1 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.
  - H.1.1.2 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.
  - H.1.1.3 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.
  - H.1.1.4 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).

### **H.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.

### **H.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.

### **H.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 I BONDS

### **I.1 Proposal Bond:**

**I.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.

**I.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.

**I.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 there by forfeit the full amount of the cashier's check or letter of credit, and the Department will collect such funds as liquidated damages.

### **I.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.