



**D.C. DEPARTMENT OF GENERAL SERVICES
REQUEST FOR PROPOSALS**

**2013 INAUGURAL PARADE VIEWING STANDS
SET-ASIDE MARKET WITH 35% SBE SUBCONTRACTING**

Issue Date: September 4, 2012

Pre-Proposal Conference: September 10, 2012 at 10:00 A.M. Local Time

Proposal Due Date: September 28, 2012 by 2:00 P.M. Local Time

Contact: Annmarie McQueen
Contract Specialist
Contracts & Procurement Division
2000 14th Street NW 8th Floor
Washington, DC 20009
202-727-2800

Solicitation Number: DCAM-12-CS-0182

Executive Summary

The District of Columbia (District), Department of General Services (“Department”) is issuing this request for Proposals (RFP) to engage a contractor to provide all but not limited to labor, materials, supervision and other services necessary to complete the construction of Presidential, Mayoral and Media Inaugural Parade Review Stands, located at the John A. Wilson building, Lafayette Park and White House respectively, in accordance with the Scope, Specifications and Drawings titled “2009 Presidential Inaugural Stands”, “Media Inaugural Stand”, and “Mayor Inaugural Stand”.

Presidential viewing stand will accommodate all ceremony guests, which include the President, Congressional attendees, diplomats, V.I.P guests and the band and choir. Mayoral Stand will accommodate the Mayor, DC Council Chair, Council members and invited guests. Media stand will accommodate member of press core. The Contractor shall comply with all post-9/11 security measures during this assignment. The scope of work also includes demolition of the stands, which will begin twenty four (24) hours after the conclusion of the inauguration parade ceremony, or at the direction of the National Park Service or United States Secret Service, whichever is sooner. The Contractor shall be responsible for all but not limited to permits, regulations and requirements for this project with the exception of the DCRA building permit. The Contractor shall be responsible for complying with all security requirements and coordination for access with the District Government, United States Secret Service and National Park Service.

A.1 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 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 proposal that fails to specifically identify and describe the requested changes shall be deemed non-responsive.

A.2 Contractor’s Compensation:

The Department intends to obtain lump sum bids for this work. The lump sum bid by the Offeror should include sufficient funding to cover all of the costs necessary to fully complete the Project, including, but not limited to, labor, materials, trade subcontractor costs, general conditions, insurance and bonding, home office overhead and profit. The lump sum should also include sufficient funding to fund items that are not specifically identified on the drawings but which are reasonably inferable therefrom. The lump sum bid should include the price for the Presidential stand (CLIN 0001), Mayoral stand (CLIN 0002) and Media stand (CLIN 0003).

A.3 Procurement Schedule:

The schedule for this procurement is as follows:

- Issue RFP - September 4, 2012
- Pre-proposal Conference - September 10, 2012 at 10:00 am
- Last Day for Questions/Clarifications - September 21, 2012 at 3:00 pm
- Proposals Due - September 28, 2012 at 2:00 pm

A.4 Attachments:

- Attachment A** - Drawings & Specifications (See Section B.3)
- Attachment B** - Form of Offer Letter
- Attachment C** - Disclosure Statement
- Attachment D** - Tax Affidavit (available at www.ocp.dc.gov)
- Attachment E** - Davis-Bacon Wage Rate
- Attachment F** - Bid Guaranty Certification
- Attachment G** - Bid Bond Form
- Attachment H** - Subcontracting Plan Form
- Attachment I** - Way to Work Notice and Fact Sheet

SECTION B

SCOPE OF WORK

B.1 Scope of Work:

In general, the selected Contractor shall be required to provide all labor, tools, equipment and materials necessary to perform the work called for in the drawings and specifications. To the extent there is an inconsistency between the drawings and specifications, the Contractor shall be required to provide the more expensive requirement. Prior to submitting its proposal, each Offeror shall carefully review the drawings and specifications and shall bring any inconsistency or error in the drawings and specifications to the attention of the Department in writing. To the extent that a competent Contractor could have identified any such inconsistency or error, such inconsistency or error shall not serve as the basis for a change order, and the Contractor shall assume the risk of such inconsistency or error. The Project must be completed on (or before) January 6, 2013, and full deconstruction and demobilization from all three (3) sites is to be completed within thirty (30) days from conclusion of events.

B.1.1 Installation of the proposed stands include reuse and movement of the existing steel structures and related materials from the current storage location (DC General Hospital – DGS Warehouse and Storage Yard) to the job sites located at Lafayette Park, White House and 1350 Pennsylvania Avenue (Wilson Building) N.W., Washington, DC.

B.1.2 The Contractor shall be responsible for determining existing conditions steel members and materials on Project site by examination, whether shown on drawings or not. Contractor is responsible for ordering new materials as required if existing materials are deemed unfit for use.

B.1.3 The Contractor shall limit the use of site to areas within the Contract limits indicated, and shall not disturb portions of Project site beyond areas in which the work is indicated. Utilization of the site for staging shall be in compliance with the National Park Services (NPS) regulations and requirements.

B.1.4 The selected Contractor shall perform all of the work in first class and workmanlike manner. Any equipment or materials called for in the drawings shall be new unless otherwise approved by the Department in advance and in writing.

B.1.5 The Contractor shall provide submittals as indicated in the drawings to the District for its review and approval prior to proceeding with the work. Any work completed with materials not previously approved by the District or Project Architect will be re-done at the expense of the contractor.

B.1.6 The Contractor's scope of work shall include the installation and provision of such safety barricades and enclosures as may be necessary to ensure a safe workplace or as may be required by OSHA or other applicable law.

B.1.7 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.1.8 The Contractor, at no additional cost to the Department, shall provide site trailers for the following groups: Contractor Superintendent and staff, Contracting Officer's Technical Representative (COTR) and staff, and National Park Service Rangers and staff. One (1) trailer shall be large enough that all progress meetings can be held on site out of the weather. Contractor is responsible for providing all power to the trailers and coordinating any additional utilities as needed.

B.1.9 The Contractor shall be responsible for coordinating all utility services for the viewing stands and any other site required equipment and tools.

B.2 Cleaning and Restoring:

The Contractor shall remove dirt and debris resulting from the operations under this contract daily. The Contractor shall, as a condition precedent to the final acceptance of the work, remove from the site of the work all remaining plant, installations, temporary barricades, temporary facilities, equipment, tools, materials, refuse, rubbish and waste, used or accumulated in connection with, but not incorporated in, the work, unless otherwise specified or directed, and he shall leave the buildings, grounds, streets, and all public places occupied by him in a thoroughly clean, neat and satisfactory condition.

B.3 Drawings & Specifications:

For security reasons, the Department is NOT permitted to post or electronically transmit drawings. Therefore, the RFP's associated plans and specifications will be provided on compact disc to interested Offerors at the pre-proposal conference which will take place at DC General Hospital located at 1900 Massachusetts Avenue, SE. To obtain a copy of the plans and specifications, Offerors must attend the pre-proposal conference and provide their full company name, mailing address, telephone number and primary contact person before a compact disc containing the drawings and specifications will be provided.

B.4 Special Security Requirements:

B.4.1 All personnel provided by the Contractor and employed on the site of the work shall be subject to a security background investigation.

B.4.2 While security background investigations are in process, the Contractor's employees must not be granted access to the any of the three (3) work sites to perform work or provide services for the Department unless they are escorted by the COTR, United States Secret Service or National Park Service staff member. "Escorted" is defined to mean that the staff members will remain with the employee(s) at all times during the performance of the work. Any of the Contractor's employees who are perceived by the Contracting Officer as a security risk as a result of evidence discovered in the security background investigation, will not be issued clearance,

will be denied access to the site of the work, and the Contractor will be directed to remove such employee from performance of any of the contract work, whether it be on or off the work site. Any contractor employee denied access to the site of work on a Department contract as a result of a security background investigation may not apply for access again for the duration of this project.

B.4.3 The average length of time for completion of the security background investigation is about two (2) weeks, however, several variables can significantly affect this timeframe, for example, if a Contractor's employee does not cooperate in the security background investigation, or if a Contractor's employee does not report timely for processing, or if a Contractor's employee has been arrested/convicted and is contacted for an opportunity to address these records. In these types of situations, additional time might be needed to complete the security background investigation process.

B.4.4 Delays incurred by the Contractor in security background investigations required under this contract shall be at no cost to the District.

B.4.5 No exceptions will be made for any of the security requirements designated above.

B.4.6 The Contractor's Project Staff (VP, Project Manager, Superintendent, etc.) who have passed the background check will be required to fill out an I.D. Request Form with the Department of General Services, Protective Services Police Division (PSPD), and each employee will be photographed and fingerprinted. The Contractor shall provide any assistance required by any of its employees in completing the forms.

B.4.7 Within seven (7) calendar days after the date of contract award, the Contractor shall submit to the COTR a list of all employees proposed to be employed on this contract. This list shall include the employee's full name, date of birth and social security number.

B.5 Licensing, Accreditation and Registration:

The Contractor and all of its subcontractors and sub-consultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.

B.6 Conformance with Laws:

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

B.7 Software Requirements:

B.7.1 PROLOG Software Interface Requirements – The District will provide the Contractor with access to the DGS Prolog Project Management software. The Contractor shall be responsible for using Prolog to execute selected contract document requirements in coordination with the COTR.

B.7.2 Scheduling Software Requirement – The Contractor shall use latest version of MS Project of Primavera scheduling software to produce and modify all project schedules as required. Any modifications to the schedule are to be documented in the weekly meeting minutes package and the latest version shall be saved as, and labeled with a “V1.**” with the “**” being the number of the version schedule. Example: The 2nd revision to the construction schedule distributed on 12/14/2012, shall be titled “12/14/2012 - Inaugural Viewing Stands V1.2”(version 1.2) All files shall be saved with a date.

B.7.3 The Contractor shall provide only hard copies of the construction schedule, meeting minutes package and any other project status reports to meeting attendees and the COTR for distribution. The COTR will distribute all files, as required, to limit project related communications to members of the immediate Project Team.

B.8 Transmission or Posting of Drawings/Specifications:

Due to security issues, the Contractor is strictly prohibited from placing or transmitting drawings and specifications on the internet or modem without express permission from the Department.

B.9 Davis-Bacon Act:

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

B.10 Apprenticeship Act:

The Apprenticeship Act shall apply to this contract and the Contractor and all of its trade subcontractors shall be required to comply with that act.

B.11 Time is of the Essence:

Time is of the essence with respect to the contract. The Project must be substantially complete by January 6, 2013. As such, the Contractor shall dedicate such personnel and other resources as necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

SECTION C ECONOMIC INCLUSION

C.1 Preference for Small, Local, and Disadvantaged Business Enterprises:

General: Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to 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:

- 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.

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

C.2 SLDBE Participation:

C.2.1 This Request for Proposals (RFP) is designated for the **Set-Aside Market** with a 35% SBE Subcontracting Set-Aside for contracts over \$250,000.00. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a Subcontracting Plan that is required by law. For construction contracts in excess of \$250,000.00, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with Section. Offerors shall 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. Offerors shall submit the Subcontracting Plan Form included as **Attachment H** with the Utilization Plan.

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 III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Offeror and all 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; and (v) submit monthly compliance reports to DOES by the 10th of each month.

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Selection Criteria:

Proposals will be evaluated in accordance with **Part D** of this RFP. The following evaluation criteria will be used (and as defined below):

- Past Performance & References (30 points)
- Key Personnel (10 points)
- Project Management Plan (15 points)
- Preliminary Construction Schedule (10 points)
- LSDBE Compliance/Utilization (5 points)
- Price (30 points)

D.2 Evaluation Process:

The Department will evaluate submissions and any best and final offers in accordance with the provisions of this **Section D** 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.4.1 Length of Oral Presentation

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

D.4.2 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.4.3 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 seven (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.4.4 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.5 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 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

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

E.1 Submission Identification:

Submissions shall be proffered in an original and five (5) copies. The Offeror's submission shall be placed in a sealed envelope conspicuously marked: *"2013 Inaugural Parade Viewing Stands"*

E.2 Delivery or Mailing of Submissions:

Submissions shall be delivered or mailed to:

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

E.3 Date and Time for Receiving Submissions:

Submissions shall be received no later than 2:00 p.m. local time on Friday, September 28, 2012. 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:

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.5 TECHNICAL PROPOSAL SECTION – VOLUME I

E.5.1 Past Performances & References (30 points)

The Offeror and the proposed major subcontractor's experience will be evaluated to determine the extent of successful performance of three (3) relevant projects performed within the past ten (10) years. The District places higher value on more recently performed and successfully completed projects and for those projects which demonstrate prior working/contractual relationships with the proposed major subcontractors. The District will also consider the experience that the Contractor and its team members have working together on similar projects.

Project information should contain the following information:

- Project name and location;
- Name, address, contact person and telephone number for owner reference;
- Time period of the construction;
- Description of the work performed; including comparisons to the work of this solicitation and role on the project;
- Erection and subsequent removal of similar structures as provided in this solicitation;
- High profile projects of national and/or global notoriety, significance, and importance;
- Complex projects leading up to a set event date or unmovable deadline. Complex projects are defined as those projects characterized by a very complicated or involved arrangement of parts requiring the use of multi-trade staff to accomplish it; and which may have also experienced extreme weather conditions and/or tight security restrictions placed on the project site;
- Award and final construction cost (provide actual figures for completed projects). Address items such as timeliness of completion of project and cost control; and whether the project was delivered on-time and on-budget; and
- Identification of personnel involved in the selected project who are proposed to work on this project.

E.5.2 Key Personnel (10 points)

Offerors shall assign senior personnel to this Project who have experience in completing similar projects on-time and on-budget. The availability and experience of the key individuals assigned to this Project will be evaluated as part of this element. Proposals should identify, at a minimum: a principal certified by the International Ground Source Heat Pump Association (IGSHPA) to both design and install the geothermal heat pump systems and to supervise and direct the system installation for the duration of the project, (ii) the Project Executive; (iii) the Field Superintendent and (iv) the Project Manager responsible for the Project. The Offeror shall provide resumes and any required certifications for the aforementioned key personnel. The availability and experience of the key individuals assigned to this project will be evaluated as part of this element.

Offerors shall provide a table that identifies the specific staff that will be assigned to this Project. The table should include: (i) the individual's name (if known); (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.5.3 Project Management Plan (15 points)

Offerors shall submit a Project Management Plan. The 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.

The Offeror shall submit a copy of its safety plan to determine the approach to reducing lost time, job-site accidents, and a method of implementing and monitoring safety requirements.

E.5.4 Preliminary Construction Schedule (10 points)

The schedule should demonstrate the anticipated manner in which the Project will be constructed. The schedule should also show sufficient level of detail so as to demonstrate the Offeror's understanding of the Project and the key issues related to the Project. The District will also consider the experience that the Contractor and its team members have working together on similar projects.

E.5.5 LSDBE Compliance/Utilization (5 points)

Offerors shall submit a LSDBE Utilization Plan in accordance with C.2.1.

E.6 PRICE PROPOSAL SECTION – VOLUME 2

E.6.1 Price

The Offeror shall submit the Form of Offer Letter in substantially the form of **Attachment B**. This element of the evaluation is worth up to thirty (30) points.

E.6.2 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.

E.6.3 Bid Guaranty Certification

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

E.6.4 Proposal Bond Form

Each Offeror shall submit the Proposal Bond Form substantially in the form of **Attachment G**.

E.6.5 Subcontracting Plan Form

Each Offeror shall submit the Subcontracting Plan Form substantially in the form of **Attachment H**.

SECTION F BIDDING PROCEDURES & PROTESTS

F.1 Contact Person:

For information regarding this RFP please contact:

*Annmarie McQueen
Contract Specialist
Department of General Services
2000 14th Street, NW, 8th Floor
Washington, D.C. 20009
Phone: (202) 671-2255*

F.2 Pre-Proposal Conference:

A pre-proposal conference will be held on Monday, September 10, 2012 at 10:00 a.m. The conference will be held at the DC General Hospital warehouse located at 1900 Massachusetts Avenue, SE, Washington, D.C. The pre-proposal conference is **mandatory** so, interested Offerors are strongly encouraged to attend.

F.3 Explanations to Prospective Offerors:

Each Offeror shall 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 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 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 will not be binding.

Requests shall be directed to Annmarie McQueen via e-mail at annmarie.mcqueen@dc.gov no later than the close of business on Friday, September 21, 2012 at 3:00 p.m.

F.4 Protests:

Protests shall be governed by §4734 of the Department's Procurement Regulations (27 DCMR, Chapter 47). The District of Columbia Contract Appeals Board shall be the exclusive hearing tribunal for bid protests and disputes in connection with decisions by the Chief Contracting Officer (CCO) under §4732 and §4733. Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after

the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

F.5 Contract Award:

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

F.6 Retention of Submissions:

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

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 Department designated in this RFP after the exact time specified for receipt will 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 RFP 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 one hundred twenty (120) days after receipt of submissions.

F.9 No Compensation for Preparation of Submissions:

The Department will 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.

SECTION G INSURANCE REQUIREMENTS

G.1 Required Insurance:

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

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

G.1.2 Commercial General Liability Insurance: The Contractor shall provide evidence satisfactory to the Chief Contracting Officer with respect to the services performed that it carries \$2,000,000 per occurrence limits; \$4,000,000 per aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

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

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

G.1.5 Employers' Liability Insurance: The Contractor shall provide employers' liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$5000,000 for policy disease limit.

G.1.6 Umbrella or Excess Liability Insurance: The Contractor shall provide umbrella or excess liability insurance as follows: \$5,000,000 per occurrence, with the District of Columbia as additional insured.

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

G.1.8 Contractor's Property: Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

G.1.9 Measure of Payment: The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

G.1.10 Notification: The Contractor shall immediately provide the Chief Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Chief Contracting Officer.

G.1.11 Certificates of Insurance: The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this Insurance Section prior to commencing work. Evidence of insurance shall be submitted to:

*Diane B. Wooden
Manager of Construction Services
Department of General Services (DGS)
2000 14th Street, N.W. – 8th Floor
Washington, D.C. 20009
Telephone: 202-671-2405
E-mail: diane.wooden@dc.gov*

SECTION H

BONDS

H.1 Proposal Bond:

Offerors shall submit with their proposal a proposal bond in the amount of \$167,375.00 on the form included as Attachment G. 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 proposal 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 will collect such funds as liquidated damages. If the Offeror chooses to submit a cashier's check or letter of credit in lieu of a proposal bond, the Offeror shall complete the form included as **Attachment F** 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.2 Contractor's Payment and Performance Bond:

The Contractor shall be required to post a payment and performance bond having a penal value of the contract amount.