D.C. DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS

DESIGN-BUILD SERVICES FOR VOLTA PARK PLAYGROUND

March 22, 2013

Proposal Due Date:	**April 16, 2013 by 2:00 p.m. EDT**
Preproposal Conference:	**March 28, 2013 at 10:30 a.m. EDT** ***to be held at:*** **Frank D. Reeves Center** **2nd Floor Community Room** **2000 14th Street, NW** **Washington, DC 20009**
Contact:	Thomas D. Bridenbaugh Leftwich & Ludaway, LLC 1400 K Street, NW Suite 1000 Washington, D.C. 20005 Phone: (202) 434-9100
Solicitation Number:	**DCAM-13-CS-0135**

Executive Summary

The District of Columbia Department of General Services ("DGS" or the "Department") is issuing this Request for Proposals to engage a contractor to provide design-build services for the Volta Park playground located at 1555 34th Street, NW, Washington, DC 20007. The scope of services is further outlined below and generally includes design-build services to install a new playground, including (i) a new tot lot; (ii) a play area for 5 to 12 year old children; and (iii) other site improvements, based on an existing play equipment layout and narrative scope of work attached hereto as **Attachments A-1 and A-2** no later than June 21, 2013 (the "Project").

A.1. Project Delivery Method

The Department plans to deliver this project through a design-build delivery method. A narrative scope of work, play equipment layout and aerial site image are included as **Attachment A** ("Scope of Work"). The play equipment listed in **Attachments A-4 and A-5** will be provided by others. The selected Design-Builder will be required (a) to complete any design or engineering work that may be required to meet the project requirements, or obtain any necessary permits; and (b) to install all of the work necessary to complete the Project. The Design-Builder's work will be divided into two phases: (i) the Preconstruction/Design Phase, and (ii) the Construction Phase. During the Preconstruction/Design Phase the Design-Builder shall prepare such drawings as may be required to describe the work and to obtain the necessary permits. Such drawings shall be submitted to the Department for its review and approval prior to proceeding with construction. During the Construction Phase, the Design-Builder will implement the approved drawings and scope of work, providing all labor, materials, supervision and other services as may be necessary to accomplish this task.

A.2 Form of Contract

The Form of Contract will be issued by addendum. Offerors should carefully review the Form of Contract when submitting their proposal. To the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their proposal premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of Contract must be clearly identified and described in their proposal. A proposal that fails to specifically identify and describe the requested changes shall be deemed non-responsive.

A.3 Lump Sum Price

As will be more fully described in the Form of Contract, this will be a Lump Sum type contract. Offerors will be required to submit with their proposal a Lump Sum price for the work. The Lump Sum Fee shall include sufficient funds to cover all of the expenses necessary to complete the Project, including, but not limited to, profit, home and field office overhead, supervision, labor, materials, equipment, bonds, insurance and such professional services as may be required to complete the design and to obtain the necessary permits. The play equipment listed in

Attachments A-4 and A-5 will be provided by others and should not be included in the Offeror's Lump Sum Price. However, the costs of installation of such equipment as well as the furnishing and installation of the play surfacing are included in the Design-Builder's scope of work and should be included in the Offeror's Lump Sum Price. Offerors will be required to submit with their proposal an Offer Letter in substantially the form of **Attachment B** on the Offeror's letterhead setting forth its Lump Sum price.

A.4 Incentives for On-time; On-Budget Completion & Meeting Workforce Goals

In the event the Project is both (i) substantially complete no later than the substantial completion dates identified herein and in the form of contract, and (ii) delivered for less than the Lump Sum established in the Contract, the Lump Sum shall be increased by Two Percent (2%). If these goals are not met, the Lump Sum will be reduced by Two Percent (2%). In addition, if the Design-Builder meets the Workforce Utilization Requirement discussed in **Section A.5** below, the Lump Sum will be increased by One Half of One Percent (0.5%). In determining whether these goals have been met, the decision will be made irrespective of fault and regardless of whether the cause for failing to achieve these goals was within the Design-Builder's control.

A.5 Economic Inclusion

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

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

A.6 Selection Criteria

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

- Experience & References (20 points)
- Key Personnel (10 points)
- Project Management Plan (10 points)
- Preliminary Project Schedule (10 points)
- Cost (40 points)
- LSDBE Compliance/Utilization (5 points)
- Workforce Utilization (5 points)

A.7 Procurement Schedule

The schedule for this procurement is as follows:

- Issue RFP - March 22, 2013
- Pre-proposal Conference - March 28, 2013 at 10:30 am
- Last Day for Questions/Clarifications - April 8, 2013
- Proposals Due - April 16, 2013 at 2:00 pm
- Notice of Award - on or about April 30, 2013

A.8 Attachments

Attachment A - Narrative Scope of Work, Play Equipment List & Layout, DPR Sign Standards and Aerial Site Map
Attachment B - Form of Offer Letter
Attachment C - Disclosure Statement
Attachment D - Tax Affidavit
Attachment E - Davis-Bacon Wage Rates
Attachment F - Bid Guaranty Certification

SECTION B SCOPE OF WORK

B.1 Scope of Work

The selected Contractor will be required to provide design-build services at Volta Park playground located at 1555 34th Street, NW, Washington, DC 20007. The scope of work generally includes installation of a new playground which may include a new tot lot and play equipment, and various other site improvements, based on a narrative scope of work, play equipment list & layout, and DPR sign standards. Without limiting the generality of the foregoing, the selected Design-Builder shall be required to provide all of the design services, labor, materials and supervision necessary to accomplish this task. The Design-Builder's work will be divided into two Phases: (i) the Preconstruction/Design Phase; and (ii) the Construction Phase.

B.1.1 During the Preconstruction/Design Phase, the Design-Builder will be required to prepare any necessary drawings for the Department's approval prior to the commencement of the Construction Phase.

B.1.2 During the Construction Phase, the selected Design-Builder shall carry out such activities as are necessary to complete the construction of the narrative scope of work and any approved design documents. The Design-Builder shall be responsible for providing all of the necessary supervision, labor and materials to fully complete the work described in **Attachment A**. Play equipment will be provided by Owner, however, the selected Design-Builder will be required to coordinate delivery and install the new equipment, as well as provide and install new safety surfacing. The play equipment listed in **Attachments A-4 and A-5** will be provided by others and the provision of such equipment is not included in the Design-Builder's scope of work. However, the installation of such equipment as well as the furnishing and installation of the play surfacing are included in the Design-Builder's scope of work.

B.2 Key Personnel

In its proposal, each Offeror will be required to identify its key personnel. Key personnel shall include, at a minimum, the following individuals: (i) the Project Executive; (ii) the Field Superintendent; and (iii) the Project Manager who will be responsible for this Project. In this regard, Offerors should submit a resume of the proposed firm as well as the specific individual that will be assigned to this project. The Design-Builder will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement. Please 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.

B.3 Licensing, Accreditation and Registration

The Design-Builder and all of its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract. Without limiting the generality of the foregoing, all drawings shall be signed and sealed by a professional architect or engineer licensed in the District of Columbia.

B.4 Conformance with Laws

It shall be the responsibility of the Design-Builder 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.5 Davis-Bacon Act

The Davis-Bacon Act is applicable to this Project. As such, the Design-Builder and its trade subcontractors shall comply with the wage and reporting requirements imposed by that Act.

B.6 Apprenticeship Act

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

B.7 Time is of the Essence

Time is of the essence with respect to the contract. The Project must be substantially complete by June 21, 2013. As such, the Design-Builder must dedicate such personnel and other resources as are 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, being a local business enterprise with its principal office located in an enterprise zone, being a veteran-owned business enterprise, or being a local manufacturing business enterprise. (A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.) In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror's proposal:

- Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business.
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise.

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

Information: For information regarding the application process, contact the Department of Small and Local Business Development at the following address or telephone number:

Department of Small and Local Business Development
One Judiciary Square Building
441 4th Street, NW, 9th Floor
Washington, DC 20001
(202) 727-3900 (Telephone Number)
(202) 724-3786 (Facsimile Number)

C.2 SLDBE Participation

The Department requires that significant participation by business enterprises certified by the Department of Small and Local Business Development as: (i) a local business enterprise; (ii) a small business enterprise; (iii) a disadvantaged business enterprise; (iv) having a owned resident business; (v) being a longtime business resident; or (vi) having a local business enterprise with its principal office located in an enterprise zone. Accordingly, and in addition to the preference points conferred by **Section C.1**, the Department requires that business enterprises so certified must participate in at least 50% of the Project. Of this amount, 35% must be awarded to entities that are certified as Small Business Enterprises by the District of Columbia Department of Small and Local Business Development and 20% to entities that are certified as Disadvantaged Business Enterprises. Offerors will be required to submit a Local Business Enterprise Utilization Plan with their proposals. The Utilization Plan must demonstrate how this requirement will be met and, to the extent possible at this stage in the project, should identify the specific firms that will be used and their respective roles.

C.3 Residency Hiring Requirements for Contractors and Subcontractors

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

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

The Offeror shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, including by not limited to the *Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011*, and the rules and regulations promulgated thereunder. The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of $100,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services ("DOES") upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10th of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of $500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

C.4 Apprenticeship Act

The D.C. Apprenticeship Act of D.C. Law 2-156, ("Act") (codified at D.C. Code 32-1401 *et seq.*) as amended shall apply to this project. All subcontractors selected to perform work on the project on a craft-by-craft basis shall be required to comply with this Act. All terms and conditions of the D.C. Apprenticeship Council Rules and Regulations shall be implemented. Please note that 35% of all apprenticeship hours worked must be performed by District residents. The Contractor shall be liable for any subcontractor non-compliance.

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Evaluation Process

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

D.2 Evaluation Committee

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

D.3 Oral Presentation

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

D.3.1 Length of Oral Presentation

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

D.3.2 Schedule

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

D.3.3 Offeror Attendees

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

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

D.3.4 Topics

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

D.4 Proposal Evaluation

Each proposal will be scored on a scale of 1 to 100 points. In addition, Offerors will be eligible to receive up to 12 preference points as described in **Section C.1** of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 112. The contract will be awarded to the contactor with the highest evaluated score.

D.4.1 Experience & References (20 points)

The Department desires to engage a Design-Builder with the experience necessary to realize the objectives set forth in the RFP. The construction component of each Design-Builder (the "Contractor") will be evaluated based on their demonstrated experience in: (i) constructing green play areas and parks; (ii) construction or renovation projects in an urban setting; (iii) knowledge of, and access to, the local subcontracting market; and (iv) knowledge of the local regulatory agencies and Code Officials. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. This element of the evaluation will be worth up to twenty (20) points.

D.4.2 Key Personnel (10 points)

The Department desires that the builder assign the appropriate number of personnel having the necessary seniority to implement a project of this type. The personnel should have experience working together and each such individual should have the necessary level of experience and education for his or her proposed role. Proposals should identify, at a minimum, (i) the Project Executive; (ii) the Field Superintendent; and (iii) the Project Manager who will be assigned to this Project. The availability and experience of the key individuals assigned to this Project will be evaluated as part of this element. Please 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. This element of the evaluation will be worth up to ten (10) points.

D.4.3 Cost (40 points)

Offerors will be required to bid a Lump Sum Price. This element of the evaluation will be worth up to forty (40) points.

D.4.4 Project Management Plan (10 Points)

Offerors are required to submit a Project Management Plan. The Project Management Plan should clearly explain how the Design-Builder intends to manage and implement the Project. It should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the plan should: (i) identify the key personnel and their specific roles in managing the Project; (ii) identify the key milestone dates and provide a description of how these dates will be achieved; (iii) provide a skeletal schedule of the work and the phasing of construction; (iv) describe the cost control management structures that will be used to ensure the Project is delivered on-budget; and (v) describe the key challenges inherent in this Project and explain how they will be overcome or mitigated. The Department will also consider the experience that the Design-Builder and its team members have working together on similar projects. This element of the evaluation is worth up to ten (10) points.

D.4.5 Preliminary Construction Schedule (10 points)

Offerors should submit with their Project Management Plan a schedule that shows the anticipated manner in which the Project will be constructed. The schedule should show sufficient level of detail so as to demonstrate the Offeror's understanding of the Project and the key issues related to the Project. This element of the evaluation is worth up to ten (10) points.

D.4.6 LSDBE Compliance/Utilization (5 points)

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

D.4.7 Workforce Utilization Plan (5 points)

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

SECTION E PROPOSAL ORGANIZATION AND SUBMISSION

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

E.1 Submission Identification

Submissions shall be proffered in an original and eight (8) copies. The Offeror's submission shall be placed in a sealed envelope conspicuously marked: "Proposal for Design-Build Services at Volta Park Playground".

E.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

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

E.3 Date and Time for Receiving Submissions

Submissions shall be received no later than 2:00 pm EDT, on April 16, 2013. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

E.4 Submission Size, Organization and Offeror Qualifications

All submissions shall be submitted on 8-1/2" x 11" bond paper and typewritten. Telephonic, telegraphic, and facsimile submissions shall not be accepted. The Department is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The submission shall be organized as follows:

E.4.1 Bid Form

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

E.4.2 Disclosure Form

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

E.4.3 Executive Summary

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

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

Each Offeror should provide the following information for the Design-Builder and each of its subconsultants.

A. Name(s), address(es), and role(s) of each firm (including all sub-consultants)

B. Firm profile(s), including:

   i. Age

   ii. Firm history(ies)

   iii. Firm size(s)

   iv. Areas of specialty/concentration

   v. Current firm workload(s) projected over the next year

   vi. Provide a list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.

C. Description of the team organization and personal qualifications of key staff, including:

   i. Identification of the single point of contact for the Design-Builder.

   ii. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the team.

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

iv. Experience that the key team members have working together.

E.4.5 Relevant Experience and Capabilities

A. Detailed descriptions of no more than eight (8) projects that best illustrate the team's experience and capabilities relevant to this project. On each project description, please provide all of the following information in consistent order:

i. Project name and location

ii. Name, address, contact person and telephone number for owner reference

iii. Brief project description including project cost, square footage, firm's scope of work, and key firm strengths exhibited

iv. Identification of personnel involved in the selected project who are proposed to work on this project

vi. Project process and schedule data including construction delivery method, and construction completion date (any unusual events or occurrences that affected the schedule should be explained)

vii. Construction cost data including pre-construction budget, and actual construction cost (if actual construction cost exceeds original, please explain why)

E.4.6 Project Management Plan

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

E.4.7 Preliminary Project Schedule

Each Offeror should prepare a preliminary project schedule that shows how the Offeror intends to complete the project in a timely manner. The schedule should be prepared using a critical path method and should show key logic ties and activity durations. The schedule should demonstrate that the Offeror understands the project and has a workable method to deliver the project in a timely manner.

E.4.8 Cost Information

Offerors will be required to bid a Lump Sum Price. This element of the evaluation is worth up to forty (40) points.

E.4.9 Local Business Utilization Plan

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

E.4.10 Workforce Utilization Plan

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

E.4.11 Tax Affidavit

Each Offeror must 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.

SECTION F BIDDING PROCEDURES & PROTESTS

F.1 Contact Person

For information regarding this RFP please contact:

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

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

F.2 Preproposal Conference

A preproposal conference will be held on March 28, 2013 at 10:30 a.m. The conference will be held at the Frank D. Reeves Center, 2nd Floor Community Room, 2000 14th Street, NW, Washington, DC 20009. Interested Offerors are strongly encouraged to attend.

F.3 Explanations to Prospective Offerors

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

Requests should be directed to Thomas Bridenbaugh at the address listed in Section F.1 no later than the close of business on April 8, 2013. The person making the request shall be responsible for prompt delivery.

F.4 Protests

Protests shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was

incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering submissions. In all other cases, a protester shall file the protest within ten (10) days after the protester knows or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This section is intended to summarize the bid protest procedures and is for the convenience of the Offerors only. To the extent any provision of this section is inconsistent with the Procurement Regulations, the more stringent provisions shall prevail.

F.5 Contract Award

This procurement is being conducted in accordance with the provisions of Section 4712 of the Department's Procurement Regulations (27 DCMR § 4712).

F.6 Retention of Submissions

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

F.7 Examination of Submissions

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

F.8 Late Submissions: Modifications

A. Any submission or best and final offer received at the office designated in this RFP after the exact time specified for receipt shall not be considered.

B. Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in F.8.A stated above.

C. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the submission wrapper or other documentary evidence of receipt maintained by the installation.

D. Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.

E. Submissions shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of submissions.

F.9 No Compensation for Preparation of Submissions

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

F.10 Rejection of Submissions

The Department reserves the right, in its sole discretion:

A. To cancel this solicitation or reject all submissions.

B. To reject submissions that fail to prove the Offeror's responsibility.

C. To reject submissions that contain conditions and/or contingencies that in the Department's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.

D. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.

E. To take any other action within the applicable Procurement Regulations or law.

F. To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.

F.11 Limitation of Authority

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

F.12 Non-Responsive Pricing

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

SECTION G INSURANCE REQUIREMENTS

G.1 Required Insurance

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

G.1.1 Commercial general public liability insurance ("Liability Insurance") against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than Five Million Dollars ($5,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Five Million Dollars ($5,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage. The Design-Builder 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 One Million Dollars ($1,000,000) for each occurrence for bodily injury and property damage.

G.1.4 Excess umbrella liability coverage (on at least a follow form basis) and when combined with the general liability policy has an aggregate limit of at least Five Million Dollars ($5,000,000).

G.1.5 The Department intends to purchase a builder's risk policy that will cover the work being installed by the Design-Builder as well as the value of the base building. This policy will be in lieu of builder's risk insurance that would typically be carried by the Design-Builder.

G.2 Additional Insureds

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

G.3 Waiver of Subrogation

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

G.4 Strength of Insurer

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

SECTION J BONDS

J.1 Bid Bond

Offerors are required to submit with their proposal a bid bond in the amount of $50,000. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties. Alternatively, Offerors may submit a cashier's check or irrevocable letter of credit in lieu of a bid bond. However, in the event an Offeror who is awarded a contract fails to post a payment and performance bond for the full value of the contract, the Offeror shall thereby forfeit the full amount of the cashier's check or letter of credit, and the Department shall collect such funds as liquidated damages. If the Offeror chooses to submit a cashier's check or letter of credit in lieu of a bid bond, the Offeror must complete the form included as **Attachment F** and return, notarized, with the Offeror's bid. Letters of credit must be: (i) unconditional and standby; (ii) irrevocable; (iii) issued by an FDIC insured institution that is reasonably acceptable to DGS; and (iv) able to be drawn on in the Washington, DC metropolitan area. The letter of credit shall provide that it may be drawn upon if the holder of the letter of credit submits a signed statement by DGS's contracting officer stating that the Offeror has failed to enter into a contract consistent with the terms of this procurement and the Offeror's bid submitted thereunder.

J.2 Trade Subcontractor Bonds

The Form of Contract will require that all trade subcontractors provide a payment and performance bond having a penal value equal to 100% of the cost of the trade subcontract. All such bonds shall be written on a dual-obligee basis.

J.3 Contractor's Payment and Performance Bond

In addition to the trade subcontractor bonds required by Section J.2, the Design-Builder will be required to post a payment and performance bond having a penal value equal to the Lump Sum Price at the time the Contract is executed.

Attachment A

Narrative Scope of Work, Play Equipment List & Layout, DPR Sign Standards and Aerial Site Map

Attachment A-1

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES

MODERNIZATION OF THE PLAYGROUND AT VOLTA PARK

1. INTRODUCTION

The Department of General Services ("Department" or "DGS") will issue a design-build contract for the proposed scope of work.

Over the last few months, DGS and DPR vetted design options with the community for the site. The rendered site plan shown in the attached Exhibit A synthesizes the ideas and desires expressed by the community, and it is this design that DGS seeks to develop into a newly renovated playground.

2. LOCATION

Volta Park is located at 1555 34th St, NW, Washington, DC 20007. See attached Exhibit B.

3. SCOPE OF WORK

The Department plans to deliver this project through a design-build delivery method. A narrative for the scope of work is listed in the sections below. If deviations or conflicts arise from what is referenced in the program requirements/scope of work and field conditions, the Design-Builder shall submit a request for clarification.

Please find enclosed Exhibit A playground design drawing for the playground equipment to be installed by the Design Build contractor. The DB contractor should include pricing for installation and surfacing as shown on the attached plan or required by playground safety standards. All play equipment will be purchased and provided by the Department, however, DB contractor responsible for coordinating delivery and installation.

During the Construction Phase, the Design-Builder will implement the installation of the playground equipment and surfacing, as well as site drainage required to adequately drain the site, providing all labor, materials, supervision and other services as may be necessary to accomplish this task. All amenities and access to all amenities must meet or exceed all ADA accessibility standards, specifically the entrances to the playground areas.

4. PROGRAM OF REQUIREMENTS FOR CURRENT AND INTENDED USE

A. Current use

The existing playground includes outdated play equipment that is posing a safety hazard to children using the facility.

B. Intended use

The scope of work shall include dismantling and removing the existing playground area and replacing it with new playground equipment and PIP safety surfacing.

C. Site work

1. **Erosion and Sediment Control:** Furnish and install sediment and erosion control measures inclusive of but not limited to, silt fencing, and construction entrances around the existing playground.

2. **Tree protection:** Install construction fencing to protect all existing trees during construction.

3. **Sandbox**: Protect existing sandbox during construction, restore, and top off with new sand fill.

4. Install under-drain system in the playground area to allow adequate removal of stormwater off site and to minimize ponding.

5. Remove existing mulch as required to install the sub-base and rubber surfacing.

6. Install mulch at four tree locations.

7. Removal of (one) failing tree and stump, as identified by DGS.

8. Existing fence to remain. DB contractor to protect fence and provide reinforcement or under-pinning as necessary to maintain integrity of existing fence.

9. Limb-up existing trees as necessary to accommodate the newly installed playground equipment.

D. Play Equipment and Safety Surface:

1. Dismantle and remove existing play equipment, foundations, soft surface, and benches.

2. **Playground Equipment:** Provide separate playground equipment areas with different equipment for 2 - 5 and 5 – 12 year olds as identified in Exhibit A plan. Include both traditional and ADA accessible swings for both 2 – 5 and 5 – 12 year olds. Playground equipment list is included in Exhibits C and D.
   The equipment installer must be certified to install Kompan equipment. **Play equipment shall be provided by owner**, however, contractor is responsible for coordination of delivery and installation.

3. **Soft Surface:** Provide PIP PebbleFlex soft safety surfacing/fall protection according to current playground safety standards throughout the entire playground area. Sub-base will need to be designed and installed by the DB contractor. Sub-base installation will be required for stability and drainage under the rubber safety surfacing.

E. Site Amenities

1. Install five (5) DPR standard benches. Provide five (5) surface mounted (on concrete pads) Ultra Site benches model 942SM-DP6.

2. Install two (2) DPR standard surface mounted picnic tables.

3. Install following playground signage (specs attached in Exhibits E1-E4):
   a. Ages 2-5 (2) - (E1)
   b. Ages 5-12 (2) - (E2)
   c. No High Heels (2) - (E3)
   d. No Smoking (2) - (E4)

F. Description Of Work

The Design-Builder shall provide all necessary services, labor, equipment and materials as required to achieve the work as described in this document.

1. **Collection, Assessment and Verification of Existing Conditions**
   Design-Builder shall be responsible for the collection, assessment, and verification of existing conditions.

2. **Meetings**
   Design-Builder, the Project Manager, DPR and community shall meet as necessary to review Design-Builder's work.

3. **Submittals**
   Design-Builder shall submit to the Project Manager for review and approval all shop drawings, material data and samples provided by Design-Builder, vendors and/or manufacturers. The Project Manager shall review and approve or reject submittals within five (5) business days of receipt.

4. **Construction Schedule**
   Design-Builder shall submit to the Project Manager for review and approval a construction schedule within 15 business days of NTP.

5. **Construction**
   Design-Builder shall provide all labor, equipment and materials as required to construct the park, including:
   a. Layout and staking;
   b. Erosion and sediment control;
   c. Site clearing (*e.g.,* demolition, clearing and grubbing as necessary, topsoil stripping and stockpiling as necessary);
   d. Earthwork (*e.g.,* cut, fill, trenching, rough grading, finish grading);

e. Utility installation, including electric, water, and storm-water management required by the District Department of the Environment;
f. Paving and surfacing;
g. Furnishings installations (*e.g.,* benches, fences and gates, litter receptacles).

6. Walk-Through Inspection

At the end of construction, Design-Builder shall perform a walk-through inspection in the presence of the Project Manager and prepare a report stating any deficiencies found during the walk through, and ensure that all the deficiencies are corrected by the Design-Builder prior to demobilization.

7. As-Built Drawings & Warranty Information

Design-Builder shall prepare an “as-built” plan of the site including all the modifications performed during construction, within 30 days of completion. Design-Builder shall also submit warranty information on all design requirements within 30 days of completion.

G. Execution

1. Coordination

Coordination of the work is the responsibility of Design-Builder.

2. Site Cleanliness

During the contract and/or as directed by the Project Manager, as the installation is completed, Design-Builder shall ensure that the site is clear of all extraneous materials, rubbish, or debris.

3. Site Security

Design-Builder shall secure the project work area by a minimum 6.0’ chain link fence. Design-Builder shall ensure site is locked during non-work hours.

H. Protection Of Existing Elements

Design-Builder shall protect all existing features, public utilities, and other existing structures during construction. Design-Builder shall protect existing trees and shrubs from damage during construction. Protection extends to the root systems of existing vegetation. Design-Builder shall not store materials or equipment, or drive machinery, within drip line of existing trees and shrubs.

Attachment A-2

VOLTA PARK

Project: Option 2
Model: As Noted
Rep: KOMPAN - Ardean Praino

KOMPAN

Date: 02/25/13
PSC:
Designer: LeaFre

SCALE: 1/8" 1'-0"

INCH 1
CM 1 2

FOR QUOTING ONLY
NOT FOR CONSTRUCTION

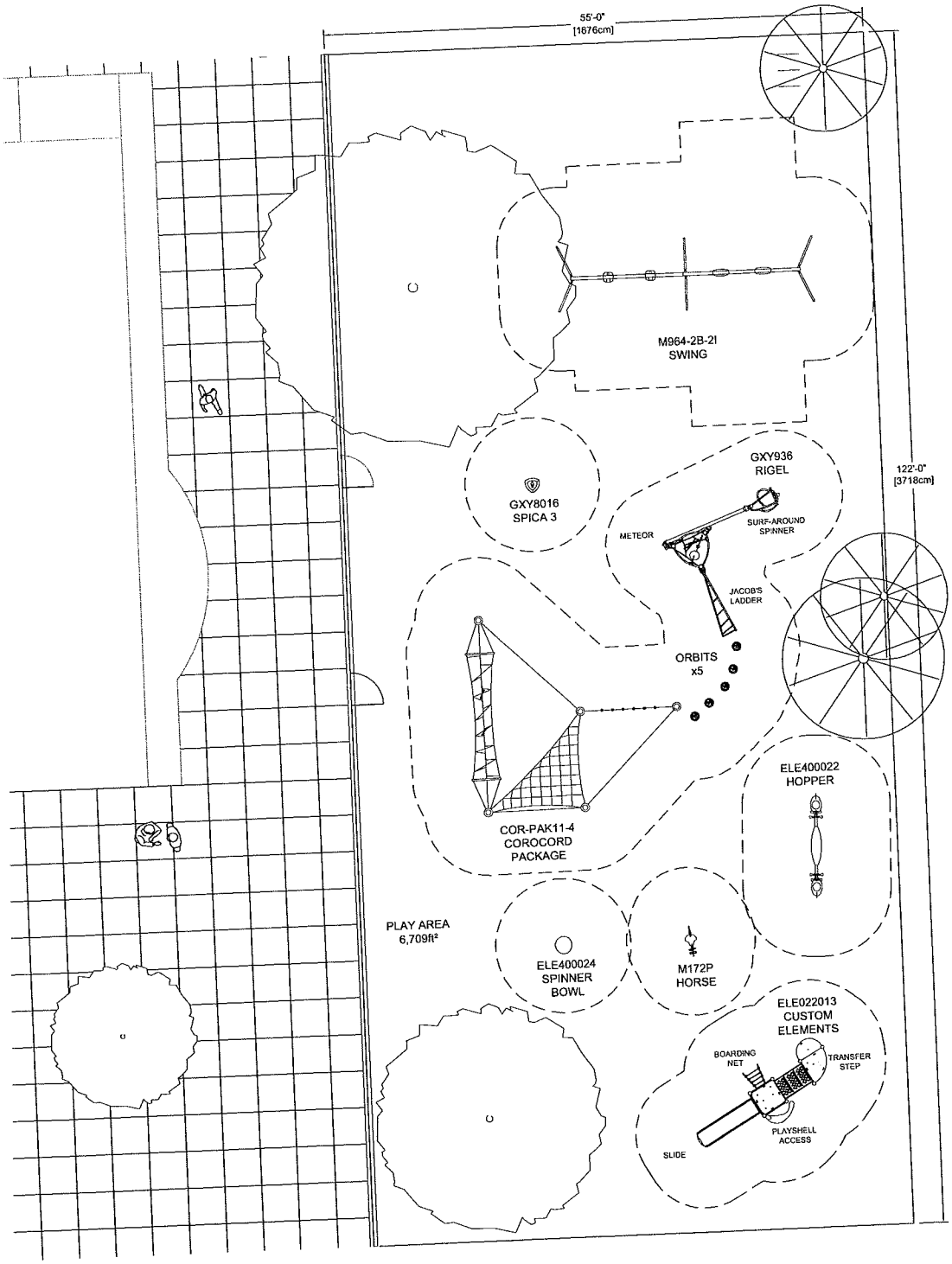
Printed in USA by KOMPAN. © 2013 KOMPAN, Inc., Tacoma, WA, USA. 800-426-9788

All composite structures shown require a site grade of 1% maximum.

For surface mount options, the concrete requirements may be up to 5½" of 3,500 psi minimum compressive strength. Contact KOMPAN for specific product requirements.

Site representation is based upon estimated site dimensions and cannot be used as an accurate way of determining site area.

Layout is in accordance with ASTM F1487-11



Attachment A-3

DPR
DC DEPARTMENT OF PARKS AND RECREATION

Volta Playground

Attachment A-4

KOMPAN

SALES PROPOSAL

KOMPAN, INC. * 930 Broadway, Tacoma, WA 98402 * Tel 1-800-426-9788 * Fax 1-866-943-6254 * www.kompan.com

Site Location: 160305
Volta Park
TBD
Washington, DC 20007
United States

Date 02/26/13
Expiration Date 04/25/13
Proposal No. SP24362
Project Volta Park
Ship to State/Zip MD 20794
Customer Service Representative Kim Brown
Sales Representative Ardean Praino
Payment Terms TBD

Invoice-to: 160316
Friends of Volta Park
1516 34th Street, NW
Washington, DC 20007
United States

Ship-to:
Volta Park
C/O Custom Park Services
8019 E. Old Jessup Rd.
Jessup, MD 20794
United States
Mike Armstrong

Qty.	Item No.	Description	Unit Price	Retail Price	Disc. %	Net Price
		Option 5				
1	COR-PAK11/4	Play Package 11/4				
1	ELE-CUSTOM	Elements Custom ELE022013, Red				
1	ELE400024-3717BL	Spinner Bowl, Colors TBD				
1	M17201-12P	HORSE InGround, Color TBD				
1	GXY936010-3717	RIGEL				
2	M87401-3617	Orbit 100 mm				
2	M87402-3617	Orbit 300 mm				
1	M87403-3617	Orbit 600 mm				
1	ELE400022-12	Hopper In Ground- 62cm				
1	GXY801421-3717	Spica 1 In Ground -90cm				
1	M21101-3417P	AGE APPROPRIATE SIGN, 2-5				
1	M21102-3417P	AGE APPROPRIATE SIGN, 5-12				
						Total

Comments:
Please allow 10-12 weeks for product delivery upon order placement.
This quote is for equipment only. No site work, surfacing or installation is included in this proposal.

Summary:

	Retail Price	Discount	Net Price
Subtotal - KOMPAN Products	0.00	0.00	0.00
Subtotal - Other Products	0.00	0.00	0.00
Subtotal - Surfacing	0.00	0.00	0.00
Subtotal - Installation & Other Services	0.00	0.00	0.00
Subtotal - Freight	0.00	0.00	0.00
Subtotal			
Estimated Tax Rate (Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.)			0.00
Total			

Your acceptance of this proposal constitutes a valid order request and includes acceptance of KOMPAN's Terms and Conditions, reciept of which is hereby acknowledged by your signature.
To process your order, please sign and return a copy of this quote with the agreed upon deposit or purchase order for the full amount.Orders cancelled after date of confirmation will be subject to a 15% restocking charge.
This quote may be withdrawn by us if not accepted by 04/27/13.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American"provision of the ARRA of 2009.

KOMPAN Authorized Signature:

Accepted By (signature): _____

Accepted By (please print): _____

Date: _____

Attachment A-5

KOMPAN

SALES PROPOSAL

KOMPAN, INC. * 930 Broadway, Tacoma, WA 98402 * Tel 1-800-426-9788 * Fax 1-866-943-6254 * www.kompan.com

Site Location: 160305
Volta Park
TBD
Washington, DC 20007
United States

Date 02/26/13
Expiration Date 04/26/13
Proposal No. SP24361
Project Volta Park
Ship to State/Zip MD 20794
Customer Service Representative Kim Brown
Sales Representative Ardean Praino
Payment Terms NET 30

Invoice-to: 26938
DC Department of Parks & Rec.
1250 U Street, NW
Washington, DC 20009
United States
Accounts Payable

Ship-to:
Volta Park
C/O Custom Park Services
8019 E. Old Jessup Rd.
Jessup, MD 20794
United States
Mike Armstrong

Qty.	Item No.	Description	Unit Price	Retail Price	Disc. %	Net Price
		Option 5				
1	SWING CUSTOM	2 Bay, 2 Belt Galv, 2 Infant SS, 8'				
1	FRT-PA	Freight Middletown PA				
						Total

Summary:

	Retail Price	Discount	Net Price
Subtotal - KOMPAN Products			
Subtotal - Other Products	0.00	0.00	0.00
Subtotal - Surfacing	0.00	0.00	0.00
Subtotal - Installation & Other Services	0.00	0.00	0.00
Subtotal - Freight			
Subtotal			
Estimated Tax Rate	(Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.)		0.00
Total			

Your acceptance of this proposal constitutes a valid order request and includes acceptance of KOMPAN's Terms and Conditions, reciept of which is hereby acknowledged by your signature.
To process your order, please sign and return a copy of this quote with the agreed upon deposit or purchase order for the full amount.Orders cancelled after date of confirmation will be subject to a 15% restocking charge.
This quote may be withdrawn by us if not accepted by 04/27/13.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American"provision of the ARRA of 2009.

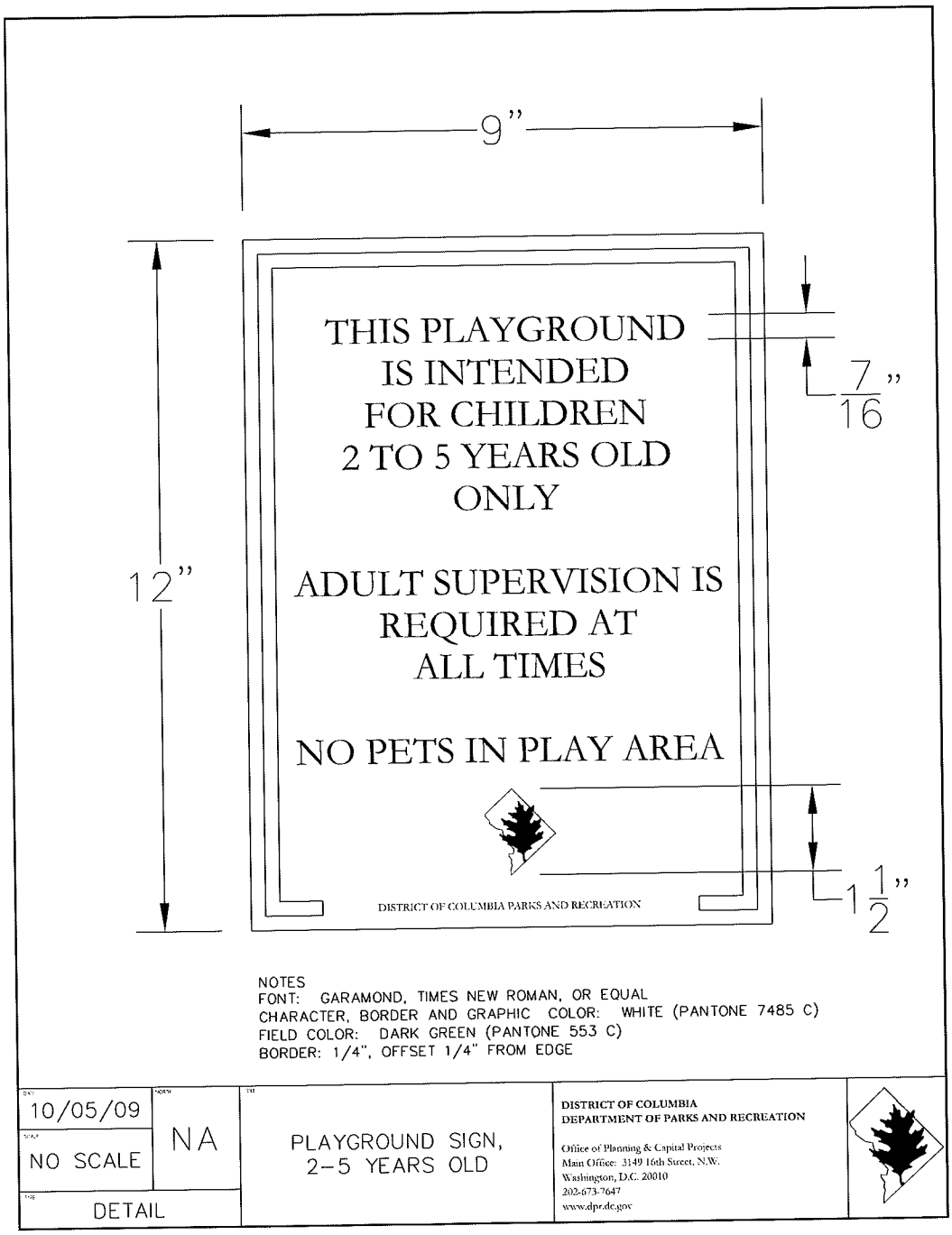
KOMPAN Authorized Signature:

Accepted By (signature): _____

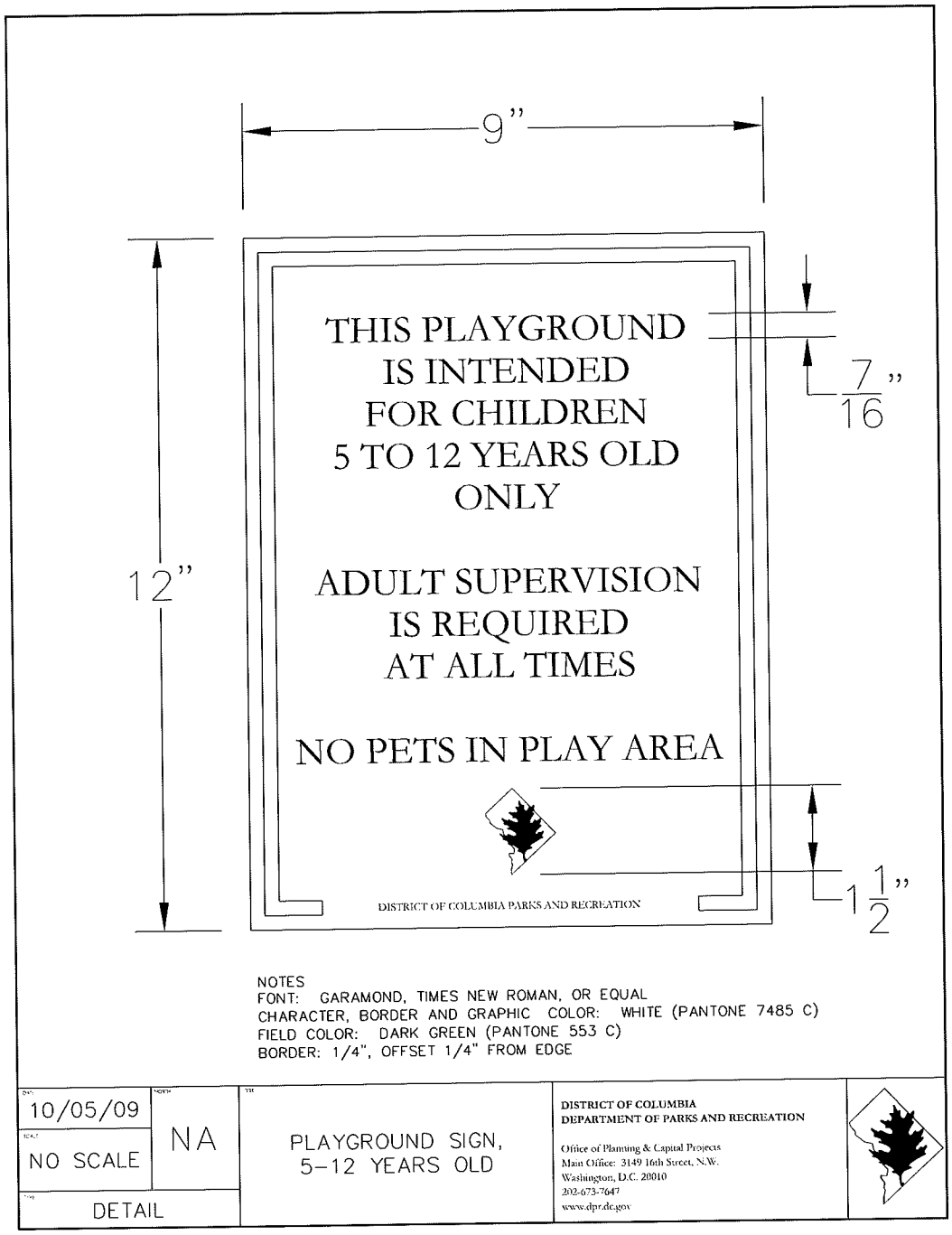
Accepted By (please print): _____

Date: _____

Playground Sign: Ages 2-5



Playground Sign: Ages 5-12



Playground Sign: No High Heels

NOTES

TEXT FONT: ARIAL BLACK OR EQUAL
AGENCY FONT: GARAMOND, TIMES NEW ROMAN, OR EQUAL

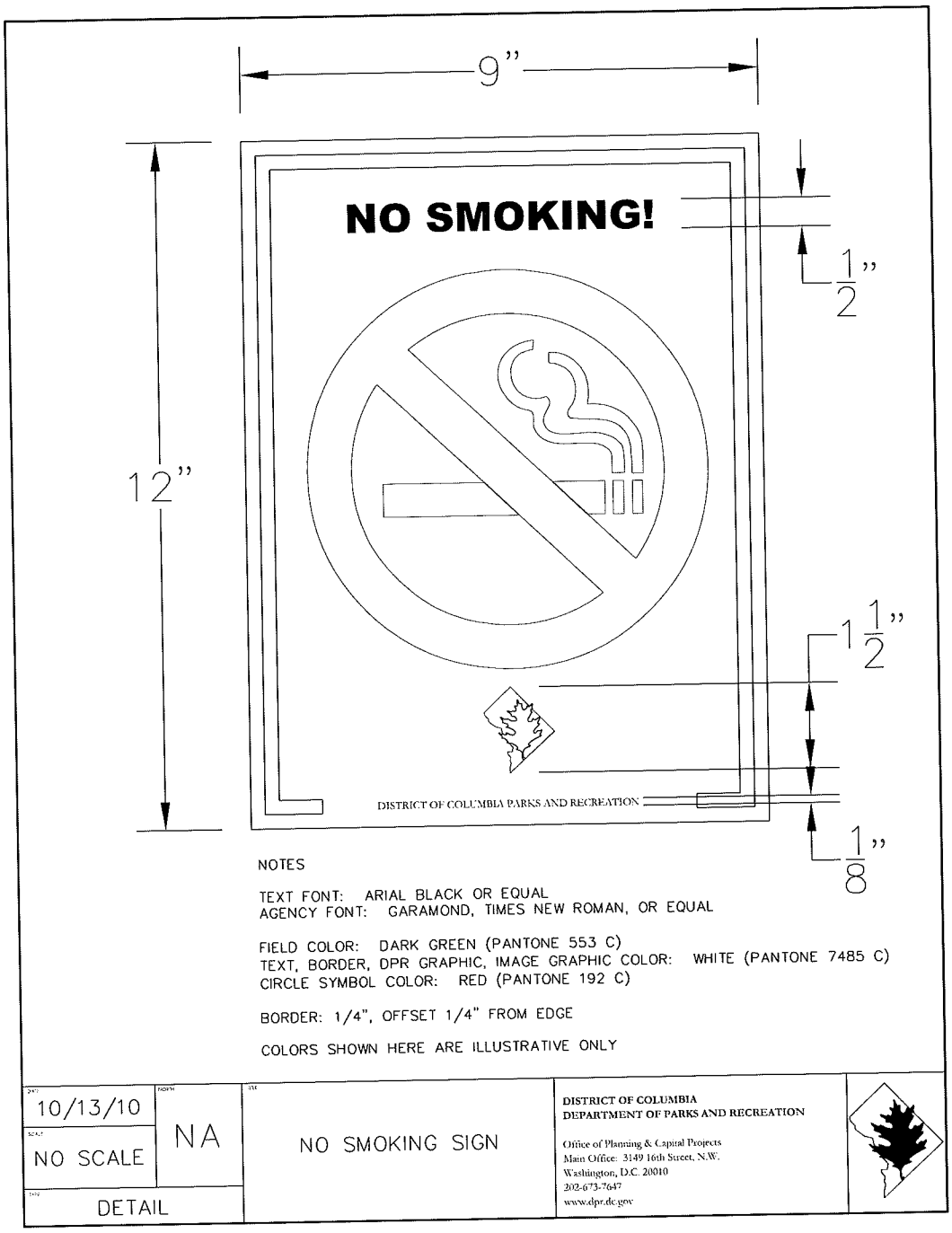
FIELD COLOR: DARK GREEN (PANTONE 553 C)
TEXT, BORDER, DPR GRAPHIC AND SHOE GRAPHIC COLOR: WHITE (PANTONE 7485 C)
CIRCLE SYMBOL COLOR: RED (PANTONE 192 C)

BORDER: 1/4", OFFSET 1/4" FROM EDGE

COLORS SHOWN HERE ARE ILLUSTRATIVE ONLY

DATE 07/07/10	NORTH NA	TITLE PLAYGROUND SIGN, HIGH HEELS DAMAGE RUBBER SURFACES	DISTRICT OF COLUMBIA DEPARTMENT OF PARKS AND RECREATION Office of Planning & Capital Projects Main Office: 3149 16th Street, N.W. Washington, D.C. 20010 202-673-7647 www.dpr.dc.gov
SCALE NO SCALE			
TYPE DETAIL			

Playground Sign: No Smoking



<u>Attachment B</u>

Offer Letter

Attachment B

[Offeror's Letterhead]

[Insert Date]

District of Columbia Department of General Services
2000 14th Street, NW
Washington, DC 20009

Att'n: Mr. Brian J. Hanlon
Director

Reference: Request for Proposals
Design-Build Services – Volta Park Playground

Dear Mr. Hanlon:

On behalf of [INSERT NAME OF BIDDER] (the "Offeror"), I am pleased to submit this proposal in response to the Department of General Services' (the "Department" or "DGS") Request for Proposals (the "RFP") to provide Design-Build Construction Services for the Volta Park Playground. The Offeror has reviewed the RFP and the attachments thereto, any addenda thereto, and the proposed Form of Contract (collectively, the "Bid Documents") and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit its Proposal in response to the RFP. The Offeror's proposal and the Lump Sum Contract Price (as defined in paragraph A) are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents. (Collectively, the proposal and the Lump Sum Contract Price are referred to as the "Offeror's Bid".)

The Offeror's Bid is as follows:

A. The Lump Sum Contract Price is: $_____

The Offeror acknowledges and understands that the Lump Sum Contract Price is a firm, fixed price to fully complete the work described in the RFP and attachments thereto and that such amount includes funding for work which is not describe in the RFP and attachments thereto but which is reasonably inferable therefrom.

B. In addition, the Offeror hereby represents that, based on its current rating with its surety, the indicated cost of a payment and performance bond is [INSERT PERCENTAGE].

The Offeror's Bid is based on and subject to the following conditions:

1. The Offeror agrees to hold its proposal open for a period of at least one hundred twenty (120) days after the date of the bid.

2. Assuming the Offeror is selected by the Department and subject only to the changes requested in paragraph 5, the Offeror agrees to enter into a contract with the Department on the terms and conditions described in the Bid Documents within ten (10) days of the notice of the award.

3. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Offeror to the terms of the Offeror's Bid. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's Bid.

4. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the RFP in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.

5. The Offeror's proposal is subject to the following requested changes to the Form of Contract: [INSERT REQUESTED CHANGES. OFFERORS ARE ADVISES THAT THE CHANGES SO IDENTIFIED SHOULD BE SPECIFIC SO AS TO PERMIT THE DEPARTMENT TO EVALUATE THE IMPACT OF THE REQUESTED CHANGES IN ITS REVIEW PROCESS. GENERIC STATEMENTS, SUCH AS "A MUTUALLY ACCEPTABLE CONTRACT" ARE NOT ACCEPTABLE. OFFERORS ARE FURTHER ADVISED THAT THE DEPARTMENT WILL CONSIDER THE REQUESTED CHANGES AS PART OF THE EVALUATION PROCESS.]

6. The Offeror hereby certifies that neither it nor any of its team members have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or subconsultant that is certified by the District of Columbia Office of Department of Small and Local Business Enterprises as a Local, Small, Resident Owned or Disadvantaged Business Enterprise (collectively, "LSDBE Certified Companies") from participating in the work if another company is awarded the contract.

7. This bid form and the Offeror's Bid are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE OFFEROR].

Sincerely,

By: _____
Name: _____
Its: _____

<u>Attachment C</u>

Disclosure Statement

Attachment C

The Offeror and each of its principal team members, if any, must submit a statement that discloses any past or present business, familiar or personal relationship with any of the following individuals:

A. D.C. Department of General Services

Brian J. Hanlon	Director
Scott Burrell	Chief Operating Officer
JW Lanum	Associate Director, Contracts and Procurement Division
Camille Sabbakhan	General Counsel
Charles J. Brown, Jr.	Deputy General Counsel

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

_____
_____
_____
_____
_____

B. Leftwich & Ludaway

Thomas D. Bridenbaugh

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

_____
_____
_____
_____
_____

C. Brailsford & Dunlavey
McKissack & McKissack

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

_____
_____
_____
_____
_____

This is to certify that, to the best of my knowledge and belief and after making reasonable inquiry, the above represents a full and accurate disclosure of any past or present business, familiar, or personal relationship with any of the individuals listed above. The undersigned acknowledges and understands that this Disclosure Statement is being submitted to the False Claims Act and that failure to disclose a material relationship(s) may constitute sufficient grounds to disqualify the Offeror.

OFFEROR:

By: _____
Name: _____
Title: _____
Date: _____

<u>Attachment D</u>

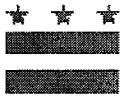
Tax Affidavit

ATTACHMENT D

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Office of the Chief Financial Officer

Office of Tax and Revenue



TAX CERTIFICATION AFFIDAVIT

THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.

Date

Authorized Agent
Name of Organization/Entity
Business Address (include zip code)
Business Phone Number

Authorized Agent
Principal Officer Name and Title
Square and Lot Information
Federal Identification Number
Contract Number
Unemployment Insurance Account No.

I hereby authorize the District of Columbia, Office of the Chief Financial Officer, Office of Tax and Revenue to release my tax information to an authorized representative of the District of Columbia agency with which I am seeking to enter into a contractual relationship. I understand that the information released will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations solely for the purpose of determining my eligibility to enter into a contractual relationship with a District of Columbia agency. I further authorize that this consent be valid for one year from the date of this authorization.

I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia. The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities.

Signature of Authorizing Agent **Title**

The penalty for making false statement is a fine not to exceed $5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code §47-4106.

<u>Attachment E</u>

Davis-Bacon Wage Rates

ATTACHMENT E

General Decision Number: DC130002 02/22/2013 DC2

Superseded General Decision Number: DC20120002

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/04/2013
1	01/25/2013
2	02/01/2013
3	02/22/2013

ASBE0024-007 10/01/2012

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	$ 33.13	13.60

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

---

ASBE0024-008 10/01/2012

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER	$ 20.86	5.61

Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems

---

ASBE0024-014 10/01/2012

	Rates	Fringes
FIRESTOPPER	$ 26.06	6.05

Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the pasage of fire, smoke of other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

BRDC0001-002 05/01/2012

	Rates	Fringes
BRICKLAYER	$ 27.89	7.76

CARP0132-008 10/01/2012

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Soft Floor Laying-Carpet	$ 26.61	7.98
PILEDRIVERMAN	$ 25.77	8.15

CARP1831-002 04/01/2012

	Rates	Fringes
MILLWRIGHT	$ 27.96	12.20

ELEC0026-016 11/05/2012

	Rates	Fringes
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls	$ 40.00	14.30

ELEC0026-017 09/01/2012

	Rates	Fringes
ELECTRICAL INSTALLER (Sound & Communication Systems)	$ 25.55	3%+7.77

SCOPE OF WORK: Includes low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

ELEV0010-001 01/01/2012

	Rates	Fringes
ELEVATOR MECHANIC	$ 39.70	23.535+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

IRON0005-005 06/01/2012

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	$ 29.55	14.995

IRON0201-006 05/01/2012

	Rates	Fringes
IRONWORKER, REINFORCING.....	$ 26.50	16.68

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* LABO0657-015 06/01/2012

	Rates	Fringes
LABORER: Skilled.....	$ 21.26	6.83

FOOTNOTE: Potmen, power tool operator, small machine operator, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinning, pier hole and ditches, laggers and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, carpenter tenders, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline, builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen, stake jumper, structural demolition.

MARB0002-004 05/01/2012

	Rates	Fringes
MARBLE/STONE MASON.....	$ 33.08	14.59

INCLUDING pointing, caulking and cleaning of All types of masonry, brick, stone and cement EXCEPT pointing, caulking, cleaning of existing masonry, brick, stone and cement (restoration work)

MARB0003-006 05/01/2011

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	$ 26.04	9.89

MARB0003-007 05/01/2011

	Rates	Fringes
TERRAZZO FINISHER.....	$ 20.48	8.74

MARB0003-008 05/01/2011

	Rates	Fringes
TILE SETTER.....	$ 25.29	9.89

MARB0003-009 05/01/2011

	Rates	Fringes
TILE FINISHER	$ 20.48	8.74

PAIN0051-014 06/01/2012

	Rates	Fringes
GLAZIER		
Glazing Contracts $2 million and under	$ 24.17	9.36
Glazing Contracts over $2 million	$ 27.14	9.36

PAIN0051-015 06/01/2012

	Rates	Fringes
PAINTER		
Brush, Roller, Spray and Drywall Finisher	$ 24.14	8.91

PLAS0891-005 07/01/2011

	Rates	Fringes
PLASTERER	$ 27.66	5.82

PLAS0891-006 05/01/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 27.15	9.58

PLAS0891-007 08/01/2011

	Rates	Fringes
FIREPROOFER		
Handler	$ 15.00	3.89
Mixer/Pump	$ 17.00	3.89
Sprayer	$ 21.50	3.89

Spraying of all Fireproofing materials. Hand application of Fireproofing materials. This includes wet or dry, hard or soft. Intumescent fireproofing and refraction work, including, but not limited to, all steel beams, columns, metal decks, vessels, floors, roofs, where ever fireproofing is required. Plus any installation of thermal and acoustical insulation. All that encompasses setting up for Fireproofing, and taken down. Removal of fireproofing materials and protection. Mixing of all materials either by hand or machine following manufactures standards.

PLUM0005-008 08/01/2012

	Rates	Fringes
PLUMBER		
Apartment Buildings over 4 stories (except hotels)	$ 23.41	9.51+a
ALL Other Work	$ 38.17	15.75+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

PLUM0602-008 08/01/2012

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe Installation	$ 37.62	18.07+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

ROOF0030-016 09/01/2012

	Rates	Fringes
ROOFER	$ 26.90	10.18

SFDC0669-002 01/01/2013

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 30.53	17.62

SHEE0100-015 07/01/2012

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation)	$ 38.39	14.54

SUDC2009-003 05/19/2009

	Rates	Fringes
LABORER: Common or General	$ 13.04	2.80
LABORER: Mason Tender - Cement/Concrete	$ 15.40	2.85
LABORER: Mason Tender for pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking and cleaning of new or replacement masonry, brick, stone and cement	$ 11.67	
POINTER, CAULKER, CLEANER, Includes pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking, cleaning of new or replacement masonry, brick, stone or		

cement.....$ 18.88

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change

until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

<u>Attachment F</u>

Bid Guaranty Certification

Attachment F

Certification Letter for Cashier's Check or Irrevocable Letter of Credit

Offerors who submit a cashier's check or an irrevocable letter of credit ("Alternate Bid Security") in lieu of a bid bond must also submit this certification, properly notarized, with their proposal. By executing this document, Offeror acknowledges that, if awarded this contract, Offeror shall be required to post promptly a payment and performance bond equal to the full value of the contract. In the event Offeror fails to post such payment and performance bond, the Offeror understands and agrees that: (i) the Department shall draw upon the Alternate Bid Security as liquidated damages; (ii) the award and/or contract shall be terminated; (iii) for a period of two (2) years thereafter, the Department will not accept from such Offeror Alternate Bid Security in lieu of a bid bond; and (iv) the Offeror hereby waives the right to protest the termination of any such award or contract. The Offeror further acknowledges and agrees that the damages the Department would experience in the event such award or contract are terminated due to the Offeror's failure to post a payment and performance bond are difficult to determine and that the value of the Alternate Bid Security represents a reasonable estimate of the damages the Department would incur.

By: _____
Name: _____
Title: _____
Date: _____

District of Columbia) ss:

On the ___ day of _____, 2012, before me, a notary public in and for the District of Columbia, personally appeared _____, who acknowledged himself/herself to be _____ of _____, and that he/she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____

Notary Public
My Commission Expires: _____