D.C. DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS

COMPREHENSIVE FACILITY CONDITION ASSESSMENT

June 24, 2013

Proposal Due Date:	July 16, 2013 by 2:00 p.m. EST
Proposal Delivery Location:	Department of General Services Att'n: JW Lanum Frank D. Reeves Center 2000 14th Street, NW Contracts & Procurement Division, 8th Floor Washington, DC 20009
Pre-proposal Conference:	**July 2, 2013 at 10:30 a.m. EST** **2000 14th Street, 2nd Floor Community Room**
Contact:	Tia Mercer Contract Specialist 2000 14th Street, NW 8th Floor Washington, D.C. 20009 tia.mercer@dc.gov Phone: (202) 729-2171
Solicitation Number:	DCAM-13-NC-0162

Executive Summary

The Department of General Services ("Department" or "DGS") is issuing this Request for Proposals to a contractor to perform Comprehensive Facility Condition Assessments ("the Assessments") for various District of Columbia Government municipal facilities. The District will use the Contractor's findings, and recommendations, and data from the Assessments to determine future capital funding needs, space needs and to identify future physical repair, replacement and upgrade projects.

The selected Contractor shall perform the required services for all of the municipal facilities listed on **Attachment A**. The Contract shall be in effect for a period of one year from the date of award.

A.1 Form of Contract

The Form of Contract will be issued at award. 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 Fees

The contract awarded pursuant to this RFP will be an Indefinite Quantity Indefinite Delivery contract. Offerors will be required to bid fixed unit prices for each of the facilities listed on **Attachment A**. These unit prices will be the Contractor's sole compensation for the services required under the contract and should include sufficient funding for all of the Contractor's costs associated with the work.

Offerors shall submit with their proposal an Offer Letter on the Offeror's letterhead in substantially the form of **Attachment B** setting forth their unit prices for the facilities.

A.3 Economic Inclusion

For contracts in excess of $250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

A.4 Selection Criteria

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

- Experience & Past Performance (30 points)
- Key Personnel (20 points)
- Project Management Plan (20 points)
- Cost (30 points)

A.5 Attachments

Attachment A	- List of Municipal Facilities
Attachment B	- Form of Offer Letter Unit Price per Location Spreadsheet
Attachment C	- Disclosure Statement
Attachment D	- Tax Affidavit
Attachment E	- Service Contract Act Wage Determination Schedule
Attachment F	- Preventive Maintenance Definitions
Attachment G	- iPlan Data Points
Attachment H	- Subcontracting Plan
Attachment I	- Past Performance Evaluation

SECTION B SCOPE OF WORK

B.1 Scope of Work

The Contractor shall perform Comprehensive Facility Condition Assessments with associated data to be uploaded and function as the source for the development of a comprehensive repair, alteration, and improvement program for the facilities. The Assessment and analytical data will enable the District to plan, manage and analyze data utilizing a single platform. This will enhance the District's ability to develop short, intermediate, and long term capital improvement strategies based on stakeholder needs and will provide for a cost effective operation of the facility based upon the prioritization code for each identified element or component in the study.

B.1.1 The Contractor shall provide a complete and thorough visual non-destructive Assessment of the entirety of each facility (exterior and interior), grounds, components, and building systems. The Contractor shall utilize the ASTM standards (ASTM E2018-08) for preparing property condition assessments. The Contractor shall be required to perform the Assessments during the hours of 7:00 am and 5:00 pm Monday through Friday.

B.1.2 The Contractor shall determine the remaining life of each building components. The Contractor shall provide a preventative maintenance schedule and cost estimates to extend the useful life of assets. The Contractor shall provide a plan to strategically and efficiently reduce the current backlog of deferred capital and routine maintenance projects. The Contractor shall determine the Facility Condition Index (FCI) of each facility.

B.1.3 The Contractor shall use the findings from the facility assessments to determine the timing and extent of required capital and maintenance expenditures required over the next six years. The Contractor shall use engineering judgment to determine the most cost effective repair and replacement options to correct all defects observed and defective conditions or lifecycle replacement repair and replacement projects anticipated over the six year study period. The Contractor shall provide detailed cost estimates for the repair and replacement projects required.

B.1.4 The Contractor shall use the District's iPlan™ Sustainable Facility Governance Solution to collect facility assessment and analytical data so that District can plan, manage and analyze data on a single platform.

B.1.5 The Contractor shall produce floor plans for each floor of each facility to show dimension, space usage and furniture layout in sufficient detail to allow the District to determine building and footprint size, use characteristics and space utilization.

B.1.6 Assessments

B.1.6.1 The Contractor shall research the nature of the project, such as building systems, grounds, utilities, support systems, other building components, building requirements, etc. Review all documentation both at the site and at the District office. The District will make

available to the Contractor all documentation it is able to provide in electronic format or hard copy. These may include drawings, assessment reports, and other data. Offeror's should presume that no documentation is available. Contractors shall verify its accuracy before relying on the data. Data must be collected from direct measurements and observations of buildings, and must be based on Contractor's own efforts. All materials provided are for information only and the Contractor shall verify all field conditions. The Contractor is responsible for the accuracy of all statements made in submissions.

B.1.6.2 The Contractor shall conduct a field survey of identified facilities or structures for the purpose of updating and validating existing architectural floor plans. The Contractor shall be required to identify facility status data (age, historical status, construction type, square footage, materials, user/tenants, and functional areas such as offices, mechanical/electrical rooms, etc.); architectural floor plans; and site plan/general development map data (surface man-made site features, and real estate boundary maps). These tasks shall involve coordinating with the District representatives to obtain existing electronic or hardcopy architectural and site development drawings, existing facilities condition assessment reports and other related facilities inventory data.

B.1.6.3 The Contractor shall conduct a physical assessment to include a limited non-intrusive visual assessment of the buildings and their components. It is expected that generally all aspects of the buildings will be made accessible, including the roof, interior areas, mechanical, electrical rooms and common areas. Confined spaces or hazardous areas are not expected to be assessed. Flat roofs with safe access are considered accessible however sloped inaccessible roofing or roofing that is considered unsafe without the use of personal protective equipment will not be accessed.

B.1.6.4 During the Assessment for each building, the Contractor shall utilize the iPlan tools to collect and upload facility-related data for the specific iPlan data elements to be collected on **Attachment G**. The Contractor is responsible for ensuring that the data sets are accurate and consistent.

B.1.6.5 The Contractor shall identify and categorize each major component for predictive maintenance, testing and/or inspection, preventative maintenance, emergency maintenance and/or routine maintenance needs. The Contractor shall prioritize necessary repair, renovation and or replacement actions with the estimated costs by the projected year in a format consistent with the requirements of the District.

B.1.7 Component Elements

B.1.7.1 Substructure

The elements shall include the foundations, slabs on grade, basement excavation and walls. The Contractor shall visually evaluate the accessible below grade components for signs of distress (cracking, displacement, insect infiltration, etc.) and document findings with photos.

B.1.7.2 Core and Shell

The elements shall include the superstructure (floors, bearing walls, columns, beams, roofs and related structures): exterior closure (exterior walls, windows and doors); and roofing. The Contractor shall visually evaluate the accessible shell components and ancillary elements for signs of distress and document findings with photo logs. This will include cracking, displacement, and connection adequacy, continuity of flashing and seals, and evidence of other types of distress. The Contractor shall check for flashing and connections for proper drainage on walls and check for condition and proper placement of expansion joints. For roofing, Contractor shall access the roof to visually observe the condition of the roof system and any accessories and details. The Contractor shall observe flashing and penetration details for condition and conformance with accepted practice.

B.1.7.3 Interiors

The elements shall include interior partitions, doors, and specialties such as toilet accessories, lockers, storage shelving, etc. Stairways and finishes; and interior finishes such as paint and other wall finishes, flooring, and interior ceiling finishes and systems. The Contractor shall visually evaluate the condition of interior finishes, and document findings with photos.

B.1.7.4 Building Equipment and Systems

The elements shall include the Conveyor systems (elevators, and other vertical transportation and conveying systems), plumbing systems (fixtures, domestic water distribution, sanitary waste, rain water drainage and special plumbing systems such as gasoline dispensing, compressed air, etc.); HVAC Systems; heat generation, rejection, distribution and transfer systems; HVAC controls and instrumentation; and other HVAC support elements; Fire Detection and Suppression Systems (alarm systems, monitoring systems, sprinkler systems, standpipe and hose systems, pumps, fire protection specialties, and special fire suppression systems); Electrical Systems (service and distribution, feeder type (aluminum or copper), lighting and branch wiring, communications and security systems, emergency generators, UPS systems, and electrical controls and instrumentation). Include service points, meters and capacities for all utilities. The Contractor shall visually evaluate the conditions of service, and document findings. For conveying systems, the Contractor shall review the maintenance records and available reports on equipment and evaluate the performance and anticipated service life of the systems. The Contractor shall also evaluate equipment for code compliance. For plumbing, HVAC and electrical systems, the Contractor shall observe the age, condition, and adequacy of capacity and status of maintenance of these systems and document their findings.

B.1.7.5 Equipment and Furnishing

The elements shall include fixed components of the structure, and non- movable furnishings, office or support equipment. Representative examples include security vaults, commercial

laundry equipment, fixed audio-visual equipment, parking control equipment, kitchen and food service equipment, fixed casework and seating etc. The distinction for most equipment is whether it is attached, hard wired or plumbed directly to the building itself. The Contractor shall visually evaluate and note condition of fixed equipment and furnishings, and document findings with photo logs. List of equipment indicating make, manufacturer, rating/capacity, year of manufacture, and location installed shall also be provided in a tabular form.

B.1.7.6 Other Building Construction

The elements shall include special structures and systems that include special security systems, incinerators, kennels, storage tanks, building automation systems, special purpose rooms, etc. The Contractor shall visually evaluate and note the condition of these other building systems and document findings with photos.

B.1.7.7 Building Site Improvements

The elements include grading and drainage; slope stabilization, protection and erosion control; roadways and parking lots (pavement, curb, gutter and appurtenances), pedestrian paving (sidewalks, exterior steps, etc.), site development (fences and gates, recreational facilities, exterior furniture, bridges, flag poles, exterior signage, lighting, etc.), and landscaping (plantings, irrigation systems, etc.). The Contractor shall visually evaluate and note the condition of site improvements, and document findings. For grading and drainage, the Contractor shall observe the site systems for removal of storm water, and identify any that appear under-capacity or distressed. Also, the Contractor shall evaluate the site with respect to flood potential. The Contractor shall review and document the condition of pavements, curb and gutter, sidewalks and plazas, retaining walls, fences, signs, landscaping and irrigation and present findings with photos.

B.1.7.8 Accessibility

The Contractor shall evaluate Interior and exterior elements, that could present external or internal barriers to accessibility by disabled persons. The Contractor shall conduct a thorough site review to determine major barriers into the buildings, through the buildings, to restroom facilities, and to other service areas within the buildings. The Contractor shall also review and document ADA compliance requirements per applicable building code for each different type of facilities.

B.1.7.9 Safety and Security

The Contractor shall evaluate the current ability of the lower-level wall/window systems' performance with respect to blast shrapnel protection. A safety / security review to determine and document hazards and needed improvements in all areas of the building and surrounding site shall be conducted and provide supportive findings with photos. Thoroughly examine the adequacy of the installed fire protection and prevention systems and recommend necessary

upgrades or modernization. Identify buildings that are grandfathered or covered under current District of Columbia Building Codes.

B.1.7.10 Access Control

The Contractor shall conduct a review of all potential points of access and determine and document effectiveness of access control including but not limited to doors and windows, including hardware and other components; intrusion detection systems and access control. The Contractor shall identify a pattern in faulty hardware system and controls.

B.1.7.11 Hazardous Materials

The Contractor shall identify suspected hazardous materials such as building components and stored materials suspected to contain hazardous materials e.g., asbestos, lead, petroleum products, etc. for further study and analysis.

B.1.7.12 LEED Analysis

The Contractor shall conduct study for design and installation of green roof systems to support Low Impact Development solutions. The Contractor shall thoroughly study existing roof structure, subsurface components, drainage system and structural load limits. The Contractor shall provide recommendations and associated costs for achieving and maintaining the District's goals with regard to LEED silver certification and the USGBC.

B.1.8 The Contractor shall be equipped with a field computer to input data for the Assessments.

B.2. Initial Meeting

Within five (5) working days after issuance of the Notice-to-Proceed (NTP), an on-site meeting to review the Scope of Work (SOW) with the Project Managers shall be conducted. The meeting shall be attended by key members of the consultants' personnel performing the evaluation.

B.3 Reports

The Contractor shall develop a report through two submissions, corresponding to 75% and 100% completion. It is important that the deliverables noted below be completed for each submission. The percentage completion is secondary in importance to the requirements specified.

B.3.1 The Contractor shall submit the seventy-five percent (75%) submittal within 60 days of the Notice-to-Proceed date. Thirty (30) days will be allowed for the District review and comments. At this stage, the Contractor shall advise the District of any more in-depth investigation needed, including destructive testing to facilitate the evaluation. The Contractor will be given instruction by the Project Manager to proceed with the next submission.

B.3.2 The Contractor shall submit the one hundred percent (100%) submittal in near complete form within forty-five (45) days of receipt of comments on the seventy-five percent (75%) submittal from the District. After review of the one hundred percent (100%) submission, the Contractor will be given instructions by the Project Manager to proceed with final submission.

B.4 Project Safety

The Contractor shall ensure that its work is conducted in a safe manner and that appropriate barricades and other safety procedures are employed to ensure the safety of District staff. All such construction barricades and safety procedures shall be subject to the approval of the Department and its Program Manager.

B.5 Licensing, Accreditation and Registration

The Contractor 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. The Offeror's personnel shall have the necessary experience and licenses to perform the required work.

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 Service Contract Act

The Service Contract Act is applicable to this Project. As such, the Contractor and its subcontractors shall comply with the wage and reporting requirements imposed by that Act. Applicable Wage Rates are attached to this RFP as **Attachment E**.

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.
- 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 desires that business enterprises certified by the Department of Small and Local Business Development participates in this transaction to the greatest extent practical. The successful Offeror will be required to comply with all applicable requirements of the *Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005*, as amended, D.C. Official Code §§ 2-218.01 *et seq.*, and its implementing regulations. Unless the selected Offeror is certified as a small, local or disadvantaged business enterprise, at least 35% of the dollar volume of the contract awarded shall be subcontracted to certified small business enterprises.

C.3 51% District Residents New Hires Requirement and First Source Employment Agreement

The successful Offeror shall comply with all applicable requirements of the *First Source Employment Agreement Act of 1984*, as amended, D.C. Official Code §§ 2-219.01 *et seq.*, and its implementing regulations. The successful Offeror shall be required to enter into and maintain, during the term of the contract, a First Source Employment Agreement with the District of Columbia Department of Employment Services.

C.4 Living Wage Act of 2006

The successful Offeror shall comply with all applicable requirements of the *Living Wage Act of 2006*, as amended, D.C. Official Code §§ 2-220.01 *et seq.*, and its implementing regulations.

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Evaluation Process

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

D.2 Evaluation Committee

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

D.3 Oral Presentation

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

D.3.1 Length of Oral Presentation

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

D.3.2 Schedule

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

D.3.3 Offeror Attendees

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

attending the presentation will be considered to be an indication of the Offeror's assessment of the key areas of responsibility that are deemed essential to the successful completion of the project.

D.3.4 Topics

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

D.4 Proposal Evaluation

Each proposal will be scored on a scale of 1 to 100 points. In addition, Offerors will be eligible to receive up to 12 preference points as described in **Section C.1** of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 112. The contract will be awarded to the contractor whose proposal conforming to the solicitation is deemed most advantageous to the District.

D.4.1 Experience & Past Performance (30 points)

Offerors will be evaluated as follows based on demonstrated specific experience and past performance on similar projects. The Offeror shall provide the following information:

1. Name, location and owner of facility;
2. Description of work performed by the Offeror including comparisons to the work of this solicitation and constraints on performance of work;
3. Contract amount and time period (start and finish dates);
4. Gross square footage (GSF) assessed;
5. Name, title, address, email address and telephone number of a verifiable representative of the Owner. The Offeror will be responsible to provide valid and accurate contact information;
6. Ensure that a minimum of three (3) Past Performance Evaluation Forms (**Attachment I**) are completed by the contracting entity identified above and submitted to tia.mercer@dc.gov by the closing date and time for proposals;
7. Describe the type of problems encountered and how you dealt with them; and
8. Indicate the percentage and type of contract work performed by subcontractors, if utilized. Describe what aspect of the statement of work was performed by subcontractors.

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 thirty (30) points.

D.4.2 Key Personnel (20 points)

Offeror will identify all necessary Key Personnel needed to complete the tasks outlined in Section B. At a minimum, Key Personnel shall be the Project Manager who will supervise the work, and the field personnel who will perform the work in the field. Key personnel will be evaluated on their specific experience and past performance on similar projects of the type and complexity to the scope of work in this contract. This evaluation factor considers the education, experience, and knowledge of the key personnel. The Offeror shall provide the following:

1. A resume for each key personnel;
2. A commitment letter shall be included with the proposal on company letter head committing each key personnel for the duration of the contract; and
3. The percentage of time each person will devote to this project.

This element of the evaluation will be worth up to twenty (20) points.

D.4.3 Project Management Plan (20 Points)

Offeror shall submit a Project Management Plan which defines their management approach and methodology for completing the tasks specified Section B. At a minimum, the management plan shall address:

1. Knowledge of the process and impediments that must be overcome;
2. The specific roles of the proposed key personnel; and
3. A description of the key challenges inherent in this Project and how they will be overcome or mitigated.
4. Organizational Chart
5. Identification of a single point of contact for the Offeror
6. A skeletal schedule of the assessments and the anticipated completion date.

This element of the evaluation is worth up to twenty (20) points.

D.4.4 Price (30 points)

Offerors are required to bid a fixed unit price per facility (**Attachment B**) to cover all work specified in Section B. This element of the evaluation is worth up to thirty (30) 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 seven (7) copies. The Offeror's submission shall be placed in a sealed envelope conspicuously marked: "Proposal for Comprehensive Facility Condition Assessment."

E.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

D.C. Department of General services
Att'n: JW Lanum
2000 14th Street, NW 8th Floor
Washington, D.C. 20009
Phone: (202) 729-2800

E.3 Date and Time for Receiving Submissions

Submissions shall be received no later than 2:00 pm E.D.T., on July 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 Disclosure Form

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

E.4.2 Executive Summary

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

E.4.3 General Information and Firm(s) Data

Each Offeror shall provide the following information for the Contractor and each of its subcontractors.

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

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 contracts 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.

E.4.4 Experience and Past Performance

Each Offeror should submit the information requested in D.4.1 of this RFP.

E.4.5 Key Personnel

Each Offeror should submit a list of Key Personnel in accordance with Section D.4.2 of this RFP.

E.4.6 Project Management Plan

Each Offeror should submit a Project Management Plan that addresses the issues set forth in Section D.4.3 of this RFP.

E.4.7 Price Information

The Offeror should submit the Bid Form in accordance with Section D.4.4 in the form of **Attachment A**.

E.4.8 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:

Tia Mercer
Contract Specialist
Department of General Services
2000 14th Street, NW 8th Floor
Washington, D.C. 20009
Phone: (202) 729-2171

Any written questions or inquiries should be sent to Tia Mercer at the address above.

F.2 Pre-proposal Conference

A pre-proposal conference will be held on July 2, 2013 at 10:30 a.m. The conference will be held at 2000 14th Street NW, Washington, DC 20009, 2nd Fl. Community Room. 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 Tia Mercer at the address listed in Section F.1 no later than the close of business on July 9, 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). 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 seven (7) days after the protester knows or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This section is intended to summarize the 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 4721 of the Department's Procurement Regulations (27 DCMR).

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 Department 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.

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.

G.1.2 Workers' compensation and Employers Liability coverage providing statutory benefits for all persons employed by the Contractor, or its 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.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.