D.C. DEPARTMENT OF GENERAL SERVICES
REQUEST FOR PROPOSALS
SOLICITATION NO: DCAM-13-CS-0171

INSTALLATION OF IT, AUDIO VISUAL & BROADCAST SYSTEMS FOR THE OFFICE OF CABLE TELEVISION HEADQUARTERS

OPEN MARKET

Issue Date:	July 18, 2013
Pre-Proposal/Site Visit:	July 23, 2013
Proposal Due Date:	August 1, 2013 by 2:00 p.m.
Delivery of Proposals:	Department of General Services Contracts & Procurement Division 2000 14th Street NW - 8th Floor Washington, DC 20009
Contact:	Annmarie McQueen Contract Specialist Contracts & Procurement Division 2000 14th Street NW - 8th Floor Washington, DC 20009 (202) 671-2255

EXECUTIVE SUMMARY

The Department of General Services ("Department") is issuing this request for Proposals (RFP) to engage a contractor to provide all labor, tools, equipment and materials necessary to perform the work in accordance with the Drawings and Specifications for the Installation of IT, Telecom, Lighting, Audio Visual and Broadcast Systems for the Office of Cable Television Headquarters located at 1899 9th Street NE, Washington DC 20018.

A.1 Form of Contract:

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

A.2 Contractor's Compensation:

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

A.3 Procurement Schedule:

The schedule for this procurement is as follows:

- Issue RFP - July 18, 2013
- Pre-proposal Conference/Site Visit - July 23, 2013 at 11:00 am
- Last Day for Questions/Clarifications - July 26, 2013 at 3:00 pm
- Proposals Due - August 1, 2013 at 2:00 pm
- Notice of Award - TBD

A.4 Attachments:

Attachment A - Drawings & Specifications (See Section B.3)
Attachment B - Form of Offer Letter
Attachment C - Disclosure Statement
Attachment D - Tax Affidavit
Attachment E - Davis-Bacon Wage Rate
Attachment F - Bid Guaranty Certification

Attachment G - Bid Bond Form
Attachment H - Subcontracting Plan Form
Attachment I - 2010 Living Wage Act Notice and Fact Sheet
Attachment J - First Source Employment Plan
Attachment K - Equipment List
Attachment L - Form of Contract

SECTION B

SCOPE OF WORK

B.1 Scope of Work:

In general, the selected Contractor shall be required to provide all labor, tools, equipment and materials necessary to perform the work called for in the Drawings and Specifications for the Installation of IT, Telecom, Lighting, Audio Visual and Broadcast Systems for the Office of Cable Television Headquarters renovation Project, located at 1899 9th Street NE Washington DC. The selected Contractor shall be responsible for coordination with GCS, Inc. awarded the first phase of the project to ensure proper integration of the systems. The selected Contractor shall be responsible for the coordination of products with the appropriate GSA schedule. To the extent there is an inconsistency between the drawings and specifications, the Contractor shall be required to provide the more expensive requirement. Prior to submitting a proposal, each Offeror shall carefully review the Drawings and Specifications and shall bring any inconsistency or error in the drawings and specifications to the attention of the Department in writing. To the extent that a competent Contractor could have identified any such inconsistency or error, such inconsistency or error shall not serve as the basis for a change order and the Contractor shall assume the risk of such inconsistency or error. The Project must be completed within one hundred fifty (150) calendar days from the date specified in the written Notice to Proceed (NTP).

B.2 Drawings and Specifications:

DGS Specifications and Drawings are not physically attached herewith, but are available for purchase at Blue Boy Imaging, 214 L Street, NE, Washington, D. C. 20002 - Phone: (202) 265-0272 Fax: (202) 986-0172. The cost of the Specifications and Drawings are as follows:

Full Size Drawings	$ 250.00
Half Size Drawings	$ 105.00
Specifications	$ 80.00
CD-ROM	$ 75.00

Drawings are only available in black & white

TABLE OF CONTENTS		
Plan No.	**Plan Name**	**Drawing Count**
G001	COVER SHEET	1
	BROADCAST	
BR-01	RACK & CONSOLE ELEVATIONS	6
BR-02	ARCHITECTURALS & CONSOLE DETAILS	12
BR-03	ROUTER SYSTEM	4
BR-04	PRODUCTION SWITCHER	3

BR-05	CAMERA SYSTEM	6
BR-06	VTR SYSTEM	3
BR-07	CG SYSTEM	2
BR-08	FILE SERVER	2
BR-09	MONITOR WALL	9
BR-10	QC/MONITORING CONSOLE	4
BR-11	AUDIO MIXER	8
BR-12	INTERCOME SYSTEM	2
BR-13	REFERNCE SYSTEM	2
BR-14	NETWORK SYSTEM	2
BR-15	KVM SYSTEM	2
BR-16	FIBER INTERCONNECTS	1
BR-17	CONVERSION/ENCODING/TERMINAL	2
BR-18	MIS I/O CARD FRAMES	1
BR-19	EDITING SYSTEM	7
BR-20	LINEAR EDIT SYSTEM	5
BR-21	VOICE OVER BOOTH SYSTEM	1
BR-22	MASTER CONTROL SYSTEM	7
BR-23	AUTOMATIC SYSTEM	1
BR-24	MATV SYSTEM	2
LIGHTING		
BL-01	STUDIO A LIGHTING	4
BL-02	STUDIO B LIGHTING	4
AUDIO VISUAL		
AV-01	CONFERENCE ROOM 033	2
AV-02	DIVISIBLE CONFERENCE ROOM 109/110	3
AV-03	EXECUTIVE CONFERENCE ROOM 112	3
AV-04	RECEPTION ROOM 102	1
TELECOM		
TL-01	TELECOMMUNICATION DISTRIBUTION	2
TL-02	TELECOMUNICATION ROOMS	2

B.3 CONSTRUCTION HOURS:

All work shall be performed during the normal business hours (between 6:00 am and 4:00 pm) Monday through Friday, except otherwise allowed by District and authorities having jurisdiction.

B.4 GENERAL CONDITIONS:

B.4.1 The selected Contractor shall perform all of the work in first class and workmanlike manner. Any equipment or materials called for in the Drawings or Specifications shall be new unless otherwise approved by the Department in advance and in writing.

B.4.2 The Contractor shall provide submittals as indicated in the Drawings and Specification to the Department for its review and approval prior to proceeding with the work.

B.4.3 The Contractor's scope of work shall include the installation and provision of such safety barricades and enclosures as may be necessary to ensure a safe workplace or as may be required by OSHA or other applicable law.

B.4.4 In addition to demolition which is specified in other sections and that which may be specifically shown on drawings, cut, move or remove items as necessary to allow work to proceed. Provide such items as:

B.4.4.1 Repair or remove unsafe or unsanitary conditions.

B.4.4.2 Remove abandoned items and items serving no useful purpose, such as abandoned piping, conduit, wiring, electrical devices and any other items. However, before any appurtenance removal the work shall be coordinated with DGS Project Manager (PM).

B.4.4.3 Remove unsuitable or extraneous materials such as abandoned furnishings and equipment, and debris such as rotten wood, rusted metals and deteriorated concrete.

B.4.4.4 Clean surfaces and remove surface finishes as needed to install new work and finishes and unless otherwise noted the new finish shall match the existing.

B.4.5 The Contractor, at no additional cost to the Department, shall provide such safety barricades, enclosures and overhead protection as may reasonably be required by the Department and as may be necessary to safely implement the Work and to remove such at the end of the work and shall leave the site in broom clean condition.

B.4.6 With the exception of the building permit, the Contractor shall be responsible for obtaining all job permits and approvals from the Department of Consumer and Regulatory Affairs that are required to perform and complete the installation at no additional cost to the Department.

B.4.7 The costs of any necessary security should be included in the Offeror's lump sum bid.

B.5 PERSONNEL:

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

B.6 LICENSING, ACCREDITATION AND REGISTRATION:

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

B.7 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.8 SOFTWARE REQUIREMENTS:

B.8.1 PROLOG Software Interface Requirements – The District will provide the Contractor with access to the DGS Prolog Project Management software. The Contractor shall be responsible for using Prolog to execute selected contract document requirements in coordination with the COTR.

B.8.2 Scheduling Software Requirement – The Contractor shall use Primavera 6 Prolog to prepare and submit any and all schedules required for this project.

B.9 DAVIS-BACON ACT:

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

B.10 APPRENTICESHIP ACT:

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

B.11 TIME IS OF THE ESSENCE:

Time is of the essence with respect to the contract. The Project must be substantially complete within one hundred fifty (150) calendar days from the date specified in the written NTP. As such, the Contractor shall dedicate such personnel and other resources as necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

SECTION C

ECONOMIC INCLUSION

C.1 PREFERENCE FOR SMALL, LOCAL, AND DISADVANTAGED BUSINESS ENTERPRISES:

General: Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Offerors that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, or being a local business enterprise with its principal office located in an enterprise zone, 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 (SBE).
- Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership (RBO).
- Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business (LRB).
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise (LBE).
- 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 (DZE).
- Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise (DBE).
- Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise (VOB).
- Two (2) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise (LMBE).

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

C.2 SLDBE PARTICIPATION:

C.2.1 Mandatory Subcontracting Requirement

C.2.1.1 The Department requires 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 an 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.

C.2.1.2 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. In addition, 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. A business certified in more than one (1) category shall count towards all applicable goals for which it is certified; for example, a business certified as a Local, Small and Disadvantaged Business Enterprise shall count towards all three (3) requirements.

C.2.1.3 A prime contractor which is certified as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of sections C.2.1.1 and C.2.1.2.

C.2.1.4 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 extent should identify the specific firms that will be used and their respective roles. Offerors shall submit the Subcontracting Plan Form included as **Attachment H** with the Utilization Plan.

C.3 CERTIFIED BUSINESS ENTERPRISES PRIME CONTRACTOR PERFORMANCE REQUIREMENTS:

C.3.1 If a certified business enterprise is selected as a prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, that certified business enterprise prime contractor shall perform at least 35% of the contracting effort, excluding the cost of materials, goods and supplies, with its own organization and resources and, if it subcontracts, at least 50% of the subcontracted effort, excluding the cost of materials, goods and supplies, shall be with certified business enterprises.

C.3.2 If the total of the contracting effort, excluding the cost of materials, goods and supplies, proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

C.4 PRIME CONTRACTOR PERFORMANCE REQUIREMENTS APPLICABLE TO JOINT VENTURES:

C.4.1 If a certified joint venture is selected as a prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, the certified business enterprise partner of the joint venture shall perform at least 50% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if the joint venture subcontracts, at least 50% of the subcontracted effort, excluding the cost of materials, goods and supplies, shall be with certified business enterprises.

C.4.2 If the total of the contracting effort, excluding the cost of materials, goods, and supplies, proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two (2) years.

C.5 PERFORMANCE REQUIREMENT FOR CONTRACTS OF $1 MILLION OR LESS:

If this is a construction contract of $1 million or less for which a certified business enterprise is selected as prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, the certified business enterprise prime contractor shall perform at least 50% of the on-site work with its own work force.

C.6 SUBCONTRACTING PLAN:

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 50% of the dollar volume of this contract in accordance with the provisions of section C.2. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its offer, a notarized statement detailing its subcontracting plan. Offers responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror is required to subcontract in accordance with the provisions of Section C.2, but fails to submit a subcontracting plan with its offer. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

C.6.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

C.6.2 Statements of the dollar value of the offer that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

C.6.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

C.6.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

C.6.5 A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

C.6.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

C.6.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the Contracting Officer, and submit periodic reports, as requested by the Contracting Officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

C.6.7.1 A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and

C.6.7.2 A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

C.7 COMPLIANCE REPORTS:

C.7.1 By the 21st of every month following the execution of the contract, the prime contractor shall submit to the Contracting Officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

C.7.1.1 The dollar amount of the contract or procurement;

C.7.1.2 A brief description of the goods procured or the services contracted for;

C.7.1.3 The name and address of the business enterprise from which the goods were procured or services contracted;

C.7.1.4 Whether the subcontractors to the contract are currently certified business enterprises;

C.7.1.5 The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

C.7.1.6 A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in C.3 and C.4 and its approved Subcontracting Plan; and

C.7.1.7 A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in C.3 and C.4 and its approved Subcontracting Plan.

C.8 ENFORCEMENT AND PENALTIES FOR BREACH OF SUBCONTRACTING PLAN:

C.8.1 If during the performance of this contract, the contractor fails to comply with its approved subcontracting plan and the Contracting Officer determines the contractor's failure to be a material breach of the contract; the Contracting Officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

C.8.2 There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

C.8.3 For the willful breach by a contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the contractor shall be subject to the imposition of penalties, including monetary fines of $15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

C.9 RESIDENCY HIRING REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS:

C.9.1 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.

C.9.2 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.

C.9.3 The Offeror shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of $100,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services ("DOES") upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (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.

SECTION D

EVALUATION AND AWARD CRITERIA

D.1 SELECTION CRITERIA:

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

- Relevant Experience and Capabilities (25 points)
- Key Personnel (15 points)
- Project Management Plan (15 Points)
- Preliminary Construction Schedule (10 points)
- LSDBE Compliance/Utilization (5 points)
- Price (30 points)

D.2 EVALUATION PROCESS:

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

D.3 EVALUATION COMMITTEE:

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

D.4 ORAL PRESENTATION:

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

D.4.1 Length of Oral Presentation

Each Offeror will be given up to 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 shall then respond to questions from the Department's Evaluation Committee for no more than 90 minutes.

D.4.2 Schedule

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

D.4.3 Offeror Attendees

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

D.4.4 Topics

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

D.5 PROPOSAL EVALUATION:

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

D.6 NON-RESPONSIVE PRICING:

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

SECTION E

PROPOSAL ORGANIZATION AND SUBMISSION

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

E.1 SUBMISSION IDENTIFICATION:

Submissions shall be proffered in an original and five (5) copies. The Offeror's submission shall be placed in a sealed envelope conspicuously marked: **"Installation of IT, Audio Visual and Broadcasting Systems for the Office Cable Television Headquarters"**.

E.2 DELIVERY OR MAILING OF SUBMISSIONS:

Submissions shall be delivered or mailed to:

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

E.3 DATE AND TIME FOR RECEIVING SUBMISSIONS:

Submissions shall be received no later than 2:00 pm local time on August 1, 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:

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

E.5 TECHNICAL PROPOSAL SECTION – VOLUME I:

E.5.1 Executive Summary

Each Offer shall provide a summary of no more than three (3) pages of the information contained in the following sections.

E.5.2 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-contractors)

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 shall also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.

E.5.3 Disclosure Form

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

E.5.4 Relevant Experience and Capabilities

E.5.4.1 The Department desires to engage a Contractor with the experience necessary to realize the objectives set forth in **Section A** of this RFP. Offerors will be evaluated based on projects the Offeror has worked on as a general contractor in the last five (5) years. For purposes of this paragraph, similar shall mean: (i) studio installation projects similar in size and scope to this project; (ii) knowledge of, and access to, the local subcontracting market; and (iii) 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 five (25) points.**

E.5.4.2 The Offeror shall submit detailed descriptions of no more than three (3) 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:

- Project Project name and location;
- Name, address, contact person and telephone number for owner reference;
- Description of the work performed by the Offeror; including comparisons to the work of this solicitation and Offeror's role on the project;
- Time period of the construction;
- Identification of personnel involved in the selected project who are proposed to work on this project; and
- Award and final construction cost (provide actual figures for completed projects). Address items such as timeliness of completion of project and cost control; and whether the project was delivered on-time and on-budget.

E.5.5 Key Personnel

E.5.5.1 Offerors shall assign senior personnel to this Project who have experience in completing similar projects on-time and on-budget. The availability and experience of the key individuals assigned to this Project will be evaluated as part of this element. Proposals should identify, at a minimum: (i) the Broadcast Design Engineer; (ii) the Broadcast Lighting Designer; (iii) the Audio Visual Design Engineer; (iv) the Registered Communications Distribution Designer (BICSI Certified); (v) the Network Engineer; (vi) the Onsite Lead Technician and (vii) the Project Manager responsible for the Project. The Offeror shall provide resumes for the aforementioned key personnel. The availability and experience of the key individuals assigned to this project will be evaluated as part of this element.

E.5.5.2 Offerors shall provide a table that identifies the specific staff that will be assigned to this Project. The table should include: (i) the individual's name (if known); (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this project); and (iv) the time periods during which the individual will be assigned to the Project. This table should include all personnel that will be assigned to the Project. **This element of the evaluation will be worth up to fifteen (15) points.**

E.5.6 Project Management Plan

Offerors shall to submit a Project Management Plan. The Project Management Plan should clearly explain how the Offeror 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 coordination plan; and (iv) describe the key challenges inherent in this Project and explain how they will be overcome or mitigated. **This element of the evaluation is worth up to fifteen (15) points.**

E.5.7 Preliminary Schedule

Offerors shall submit a Preliminary Schedule that shows the anticipated manner in which the Project will be assembled and installed. The schedule should show sufficient level of detail so as to demonstrate the Offerors understands of the Project and the key issues related to the Project. **This element of the evaluation is worth up to ten (10) points.**

E.5.8 LSDBE Compliance/Utilization

The District desires the selected Contractor to provide the maximum level of participation for Local, Small and Disadvantaged Business Enterprises as well as employment opportunities for District of Columbia residents. Offerors shall submit a LSDBE Utilization Plan that proposes how it intends to meet this goal. **This element of the evaluation is worth up to five (5) points.**

E.6 PRICE PROPOSAL SECTION – VOLUME 2:

E.6.1 Price

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

E.6.2 Tax Affidavit

Each Offeror shall submit a tax affidavit substantially in the form of **Attachment D**. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government.

E.6.3 Bid Guaranty Certification

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

E.6.4 Proposal Bond Form

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

E.6.5 Subcontracting Plan Form

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

SECTION F

BIDDING PROCEDURES & PROTESTS

F.1 CONTACT PERSON:

For information regarding this RFP please contact:

Annmarie McQueen
Contract Specialist
Department of General Services
2000 14th Street, NW, 8th Floor
Washington, D.C. 20009
Phone: (202) 671-2255
E-mail: annmarie.mcqueen@dc.gov

F.2 PRE-PROPOSAL CONFERENCE AND SITE VISIT:

A pre-proposal conference will be held on July 23, 2013 at 11:00 a.m. at 1899, 9th Street, NE, Washington DC. The site visit is scheduled to begin at 11:30 a.m. Interested Offerors are strongly encouraged to attend.

F.3 EXPLANATIONS TO PROSPECTIVE OFFERORS:

F.3.1 Each Offeror shall carefully examine this Request for Proposals and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation will be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Department that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

F.3.2 Requests shall be directed to Annmarie McQueen at the address listed in Section F.1 no later than 3:00 p.m. local time on July 26, 2013. The person making the request shall be responsible for prompt delivery.

F.4 PROTESTS:

Protests shall be governed by §4734 of the Department's Procurement Regulations (27 DCMR, Chapter 47). The District of Columbia Contract Appeals Board shall be the exclusive hearing tribunal for bid protests and disputes in connection with decisions by the Chief

Contracting Officer (CCO) under §4732 and §4733. Claims shall be made in accordance with Title X of the 2010 Procurement Practices Reform Act.

F.5 CONTRACT AWARD:

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

F.6 RETENTION OF SUBMISSIONS:

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

F.7 EXAMINATION OF SUBMISSIONS:

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

F.8 LATE SUBMISSIONS/MODIFICATIONS:

F.8.1 Any submission or best and final offer received at the Department designated in this RFP after the exact time specified for receipt will not be considered.

F.8.2 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.

F.8.3 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.

F.8.4 Notwithstanding any other provisions of this RFP to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.

F.8.5 Submissions shall be irrevocable and remain in full force and effect for a period not less than one hundred twenty (120) days after receipt of submissions.

F.9 NO COMPENSATION FOR PREPARATION OF SUBMISSIONS:

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

F.10 REJECTION OF SUBMISSIONS:

The Department reserves the right, in its sole discretion:

F.10.1 To cancel this solicitation or reject all submissions.

F.10.2 To reject submissions that fail to prove the Offeror's responsibility.

F.10.3 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.

F.10.4 To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.

F.10.5 To take any other action within the applicable Procurement Regulations or law.

F.10.6 To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.

F.11 LIMITATION OF AUTHORITY:

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

SECTION G

INSURANCE REQUIREMENTS

G.1 REQUIRED INSURANCE:

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

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

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

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

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

G.1.5 Employers' Liability Insurance: The Contractor shall provide employers' liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $5,000,000 for policy disease limit.

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

G.1.7 Builder's Risk Insurance: Written on an "all risk" basis and covering the value of the improvements being constructed. This coverage does not need to be maintained until such time as construction operations begins.

G.1.8 Duration: Except as provided in G.1.7, the Contractor shall carry all required insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Chief Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, cancelled of not renewed.

G.1.9 Contractor's Property: Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

G.1.10 Measure of Payment: The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

G.1.11 Notification: The Contractor shall immediately provide the Chief Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Chief Contracting Officer.

G.1.12 Certificates of Insurance: The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this Insurance Section prior to commencing work. Evidence of insurance shall be submitted to:

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

SECTION H

BONDS

H.1 PROPOSAL BOND:

Offerors shall submit with their proposal a proposal bond in the amount of **5% of the offer price** on the form included as Attachment G. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties. Alternatively, Offerors may submit a cashier's check or irrevocable letter of credit in lieu of a proposal bond. However, in the event an Offeror who is awarded a contract fails to post a payment and performance bond for the full value of the contract, the Offeror shall there by forfeit the full amount of the cashier's check or letter of credit, and the Department will collect such funds as liquidated damages. If the Offeror chooses to submit a cashier's check or letter of credit in lieu of a proposal bond, the Offeror shall complete the form included as **Attachment F** and return, notarized, with the Offeror's proposal. Letters of credit must be: (i) unconditional and standby; (ii) irrevocable; (iii) issued by an FDIC insured institution that is reasonably acceptable to the Department; and (iv) able to be drawn on in the Washington, DC metropolitan area. The letter of credit shall provide that it may be drawn upon if the holder of the letter of credit submits a signed statement by Department's CCO stating that the Offeror has failed to enter into a contract consistent with the terms of this procurement and the Offeror's proposal submitted thereunder.

H.2 CONTRACTOR'S PAYMENT AND PERFORMANCE BOND:

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