

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



**DC DEPARTMENT OF GENERAL SERVICES
REQUEST FOR PROPOSALS**

Additional Upgrades for Lincoln Theatre

Solicitation Number: DCAM-15-CS-0094

Issue Date: May 11, 2015

Pre-Proposal Conference:
and Site Visit: May 13, 2015 at 12:00 p.m.
Lincoln Theatre
1215 U Street, NW
Washington, DC 20009

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

Delivery of Proposals: James H. Marshall
Supervisory Contract Specialist
Department of General Services
Contracts & Procurement Division
2000 14th Street, NW, 8th Floor
Washington, DC 20009

Contact: Courtney Washington
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EXECUTIVE SUMMARY

The District of Columbia Department of General Services (DGS) is issuing this Request for Proposals (“RFP”) to engage a Contractor to provide additional upgrades in accordance with the Drawings and Specifications. (See Section B.2)

A.1 Background

The Lincoln Theatre, built in 1922, was a cultural center of D.C., predating and influencing Harlem’s renaissance. Washington natives Duke Ellington and Pearl Bailey were joined by nationally acclaimed artists such as Ella Fitzgerald, Billie Holliday, Nat King Cole, Cab Calloway, Louis Armstrong, and Sarah Vaughn who performed regularly on the storied stage. The theatre has undergone significant challenges and many changes over the years, the most recent being the selection of I. M. P. in June 2013 to operate the theater on behalf of the District.

The Lincoln Theatre was listed on the [National Register of Historic Places](#) in 1993.

A.2 Type of Contract

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

A.3 Contractor’s Compensation

Offerors shall provide an Offer Letter (Attachment A), including lump sum price to complete the requirements. The lump sum price will be the Contractor’s sole method of compensation and as such shall be sufficient funding to cover all of the costs necessary to full complete the Project, including, but not limited to, labor, materials, trade, subcontractor costs, general conditions, insurance and bonding, home office overhead and profit. The lump sum price shall also include sufficient funding for items that are not specifically identified in the list of Drawings and Specifications listed and further described in Section B.2 but which are reasonably inferable therefrom.

A.4 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.5 Procurement Schedule

The schedule for this procurement is as follows:

Issue RFP	May 11, 2015
Pre-proposal Conference & Site Visit	May 13, 2015 at 12:00 p.m.
Last Day for Questions about the RFP	May 18, 2015 at 5:00 p.m.
Due Date for Proposals	June 2, 2015 at 2:00 p.m.
Notice of Award	TBD

A.6 Attachments

- Attachment A - Form of Offer Letter
- Attachment B - Disclosure Statement
- Attachment C - Tax Affidavit
- Attachment D - Davis-Bacon Wage Rate
- Attachment E - Bid Bond Form
- Attachment F - Bid Guaranty Certification
- Attachment G - Subcontracting Plan Form
- Attachment H - First Source Employment Agreement Form
- Attachment I - 2006 Living Wage Act Notice and Fact Sheet

SECTION B SCOPE OF WORK

B.1 Scope of Work

The Contractor shall provide all labor, tools, equipment and materials necessary to perform the work called for in the drawings and specifications for the Additional Upgrades for the Lincoln Theatre located at 1215 U Street, NW, Washington, DC 20009.

The Lincoln Theater is a historical building that requires Contractors with historical building construction experience to do the work. Any exterior or interior damages to the Theater's fabric during construction by the Contractor shall be replaced at the Contractor's expense. The historical integrity of the theater shall remain intact throughout the construction phase of the project.

To the extent there is an inconsistency between the drawings and specifications, the Contractor shall be required to provide the more expensive requirement. Prior to submitting its proposal, each Offeror shall carefully review the drawings and specifications and shall bring any inconsistency or error in the drawings and specifications to the attention of the Department in writing. To the extent that a competent Contractor could have identified any such inconsistency or error, such inconsistency or error shall not serve as the basis for a change order and the Contractor shall assume the risk of such inconsistency or error. The project shall be Fully Completed within one hundred ten (110) calendar days from the date specified in the written Notice to Proceed (NTP).

The improvements to the facility shall include but are not limited to the following:

- a) Repoint all exterior brick elevations of the theater
- b) Replace all existing damaged downspouts
- c) Make all first floor restrooms American with Disability Act (ADA) compliant
- d) Replace all damaged ornamental metal at the front of the building
- e) Repair all existing damaged window frames and replace all glazing
- f) Replace all existing gutters
- g) Install fall protection at the orchestra pit
- h) Repair all damaged interior historical plaster and paint to match existing adjacent surfaces
- i) Clean and paint the stage floor
- j) Fire-stop all existing penetrations or re-route penetrations outside of stairwell
- k) Reapply fire-stopping as necessary
- l) Replace panic hardware on all existing egress doors
- m) Provide new handrails where required
- n) Replace the existing orchestra pit door and hardware
- o) Remove and replace existing duplex sewage ejector pump valves, controls and basin covers

- p) Remove and replace existing duplex dewatering sump pump valves, controls and basin covers
- q) Remove and replace existing shower heads and lavatory faucet aerators
- r) Install new backflow preventers and detectors check valves
- s) Relocate existing electrical and sound cords into conduits
- t) Test and rectify the building emergency lighting deficiencies
- u) Install new building fire alarm system
- v) Determine the theater electrical load and provide a back-up generator
- w) Replace exhaust fans in the following areas: main electrical room, gas room, dressing rooms, stage and the projector rooms

B.2 Drawings and Specifications

B.2.1 Drawings and Specifications (Hard and Electronic Copy)

The Drawings and Specifications are not physically attached herewith, but are available for purchase at Blue Boy Imaging located at 214 L Street, NE, Washington, DC 20002; Phone: (202) 265-0272; Fax: (202) 986-0172. The cost of the drawings and specifications hard copy package is as follows:

- a) Full Size - \$65.00
- b) Half Size - \$25.00
- c) CD-ROM - \$45.00

B.2.2 Drawings and Specifications (List)

The Contractor shall perform the work in accordance with the drawings and specifications listed below.

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Additional Upgrades Lincoln Theatre	
Plan No.	Plan Name
GENERAL	
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EVACUATION PLAN LEGEND	
LS001	EVACUATION PLANS
LS101	BASEMENT FLOOR PLAN
LS102	FIRST FLOOR PLAN
LS103	FIRST FLOOR MIZZANINE PLAN
LS104	BALCONY FLOOR PLAN

MECHANICAL	
M001	GENERAL NOTES
M101	BASEMENT FLOOR PLAN DEMOLITION AND NEW WORK
M102	FIRST FLOOR MEZZANINE PLAN DEMOLITION AND NEW WORK
M103	ROOF PLAN DEMOLITION AND NEW WORK
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A105	ROOF PLAN DEMOLITION AND NEW WORK
A106	FIRST FLOOR PART REFLECTED CEILING PLAN DEMOLITION AND NEW WORK
A107	FIRST FLOOR MEZZANINE REFLECTED CEILING PLAN DEMOLITION AND NEW WORK.
A108	BALCONY REFLECTED CEILING PLAN DEMOLITION AND NEW WORK
A121	ENLARGED BATHROOM PLANS
A122	ENLARGED STAIR PLANS
A201	EXTERIOR ELEVATIONS DEMOLITION AND NEW WORK
A501	ORNAMENTAL MENTAL DETAILS AND WINDOW RESTORATION
A502	MISCELLANEOUS DETAILS
A601	DOOR, HARDWARD, WONDOW AND FINISH SCHEDULES
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E001	ABBREVIATIONS, SYMBOLS, LIST, NOTES AND DRAWING LIST
E101	BASEMENT FLOOR PLAN – NEW WORK – LIGHTING
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E106	FIRST FLOOR PLAN – NEW WORK – POWER
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E108	FIRST FLOOR PLAN – NEW WORK – FIRE ALARM
E109	FIRST FLOOR MEZZANINE – NEW WORK – FIRE ALARM
E110	BALCONY PLAN – NEW WORK – FIRE ALARM

B.3 Construction Hours

The Lincoln Theater will be fully operational during construction. All work shall be performed between the hours of 7:00 a.m. to 3:30 p.m. Monday through Friday, except District Government holidays, or as otherwise approved by the District.

All work shall be scheduled and coordinated with the DGS Project Manager (PM). The Contractor shall meet with the DGS PM daily to discuss and coordinate each scheduled work day activity. No construction work shall be done during scheduled performances. In the event of a conflict between scheduled performances and the Contractor’s construction schedule, the Contractor shall notify the DGS PM forty-eight (48) hours before the scheduled construction work. The key personnel for It’s My Theatre, Lincoln Theatre Management, are:

Robert Joy
Facilities Manager
Cell: (202) 812-6501
Cell: (202) 812-6504

Keisha Shorter
Performance Manager
Cell: (240) 625-8781

B.4 General Conditions

- B.4.1** The Contractor shall determine existing conditions on project site by examination, whether shown on drawings or not.
- B.4.2** The facility is fully occupied and the Contractor shall phase the work so as to allow occupants to be transferred out of a construction area before beginning work. The Contractor shall add two (2) work days to the schedule to allow for the transfer of occupants from the affected area.
- B.4.3** The 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.4.4** The Contractor’s shall include, at no additional cost to the Department, the installation and provision of such safety barricades and enclosures as may be necessary to ensure a safe work place or as may be required by OSHA or other applicable law. In addition, the Contractor shall provide 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.4.5** In addition to demolition that which may be specifically shown on drawings and specifications, the Contractor shall cut, move or remove items as necessary to allow work to proceed.
- B.4.6.1** Repair or remove unsafe or unsanitary conditions.
- B.4.6.2** 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 PM.
- B.4.6.3** Remove unsuitable or extraneous materials such as abandoned furnishings, equipment, and debris such as rotten wood, rusted metals and deteriorated concrete.
- B.4.6.4** 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.4.7** With the exception of the building permit, the Contractor shall obtain 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.4.8** The Contractor's scope of work shall include all necessary maintenance of traffic measures, including, but not limited to, signs, flagman, and steel plates. The Contractor shall be responsible for preparing any necessary maintenance of traffic plans and for obtaining any required lane closure permits
- B.4.9** The costs of any necessary security should be included in the Offeror's lump sum bid.
- B.4.10** All equipment provided shall have a warranty period of one (1) year.
- B.4.11** The District will provide two (2) parking spaces for the Contractor and construction personnel. The Contractor shall not park within areas of parking currently used by the facility's staff.
- B.4.12** The District will provide space for the Contractor to install a dumpster for the proper disposal of materials.
- B.4.13** The Contractor shall keep driveways, loading areas, and entrances serving premises clear and available to District employees, the public, and emergency vehicles at all times. The Contractor shall not use these areas for parking or storage of materials.
- B.4.14** The Contractor shall schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

B.4.15 The area available to the Contractor for performance of the work is as shown on the drawings with the understanding that it may at any time be further engrossed upon by the facility for security reasons. When the District or the occupant continues to occupy portions of the project during construction, the Contractor shall schedule and conduct the work so as to cause the least interference with operations of the District or occupants.

B.4.16 When there is an emergency means of egress and the work must be interrupted, the Contractor shall provide alternate facilities acceptable to the PM or schedule the interruption or a time when occupancy will not be impaired.

B.4.17 Notification to the District not less than seven (7) work days in advance of proposed utility interruptions; Contractor shall not proceed with utility interruptions without District's written permission.

B.4.18 Smoking shall not be permitted within the building or within 25 feet of entrances, operable windows, perimeter fence, or outdoor-air intakes.

B.4.19 Use of tobacco products and other controlled substances shall not be permitted on the construction site.

B.4.20 District may appoint other entities to manage day-to-day activities for the execution of the project.

B.4.21 The Contractor shall coordinate with the PM for work scheduling; including, but not limited to, availability of work areas, security planning, storage and coordination with all agencies and utility providers, including Miss Utility.

B.4.22 The District shall provide space for an office trailer on-site to perform all required Contractor duties.

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 sub-contractors 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

The Contractor to perform all work 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 applicable to District building construction.

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 PM.

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 sub-contractors shall comply with the wage and reporting requirements imposed by that Act. The applicable wage determination is attached hereto as Attachment D.

B.10 Time is of the Essence

Time is of the essence with respect to the contract. The project must be substantially complete within one hundred ten (110) calendar days from the date specified in the written Notice to Proceed (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.

B.11 Supervision & Coordination

The Contractor shall properly supervise and coordinate the required work including at a minimum the following:

- a. Participate and assist in Project/Planning meetings.
- b. Maintain full-time on-site construction supervision and provide daily inspections, quality control, and monitoring.
- c. Conduct periodic progress meetings following a Contractor generated agenda with the PM.
- d. Provide general safety and signage and posting for the Project and see that each subcontractor prepares and submits adequate safety program and monitoring throughout the Project.
- e. Prepare payment requests, verify accuracy and forward to the Department for approval and payment.

- f. Assemble and submit all required close-out documents to the District.
- g. Provide assistance to the Department through any applicable warranty or maintenance periods.

B.12 Living Wage Act

The Living Wage Act is applicable to this Contract. As such, the Contractor and its subcontractors shall comply with the wage and reporting requirements imposed by this Act. The 2014 Living Wage Act information is provided in Attachment I.

B.13 Standard Contract Provisions

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

SECTION C ECONOMIC INCLUSION

C.1 Preferences for Small, Local, and Disadvantaged Business Enterprises

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 points shall be granted in evaluating an Offeror's proposal:

- (a) Three points for a small business enterprise;
- (b) Five points for a resident-owned business;
- (c) Five points for a longtime resident business;
- (d) Two points for a local business enterprise;
- (e) Two points for a local business enterprise with its principal office located in an enterprise zone;
- (f) Two points for a disadvantaged business enterprise;
- (g) Two points for a veteran-owned business enterprise; and
- (h) Two points for a local manufacturing business enterprise.

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

C.1.1 Preferences for Certified Joint Ventures

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a (h).

C.1.1.2 Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 850N
Washington, DC 20001

C.1.1.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

C.2 Subcontracting Requirements

An Offeror responding to this solicitation which is required to subcontract shall be required to submit with its bid, any subcontracting plan required by law. Bids responding to this RFP shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 50% of the dollar volume of the contract shall be subcontracted.

C2.1 Subcontract Plan Form

The Contractor shall provide a Subcontract Plan Form is provided in Attachment G.

C.2.1.1 Subcontracting Plan Requirements

a. Mandatory Subcontracting Requirements

1. Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 50% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
2. If there are insufficient SBEs to completely fulfill the requirement of paragraph (a)(1), then the subcontracting may be satisfied by subcontracting 50% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
3. A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections (a)(1) and (a)(2) of this clause.
4. Except as provided in (a) (5) and (a) (7), a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 50% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
5. A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

6. Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
7. A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

C.2.2 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 (a) of this clause. The plan shall be submitted as part of the bid and may only be amended with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District.

C.2.2.1 Each subcontracting plan shall include the following:

- (a) The name and address of each subcontractor;
- (b) A current certification number of the small or certified business enterprise;
- (c) The scope of work to be performed by each subcontractor; and
- (d) The price that the prime contractor will pay each subcontractor.

C.2.3 Copies of Subcontracts

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

C.2.4 Subcontracting Plan and Compliance Reporting

If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- (a) The price that the prime contractor will pay each subcontractor under the subcontract;
- (b) A description of the goods procured or the services subcontracted for;
- (c) The amount paid by the prime contractor under the subcontract; and
- (d) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.
- (e) If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

C.2.5 Annual Meetings

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, PM, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

C.2.6 Notices

The Contractor shall provide written notice to the DSLBD Director and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

C.2.7 Enforcement and Penalties for BREACH of Subcontracting Plan

A Contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in clause 8 of the SCP, Default.

C.2.8 CBE as a Prime Contractor

A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of Section C.2.

C.3 Residency Hiring and First Source Employment Agreement

C.3.1 District Residents Hiring

At least fifty-one percent (51%) of the Offeror's employees and every subcontractor's employees hired after the Offeror enters into a contract with the Department, or after each subcontractor enters into a contract with the Offeror, to work on this contract, shall be residents of the District of Columbia. Upon execution of the contract, the Offeror and each of its subcontractors, if any, shall submit to the Department a list of current employees that will be assigned to the contract, the date that they were hired and whether or not they live in the District of Columbia.

C.3.2 First Source Employment Agreement

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 subcontractors with contracts in the amount of \$300,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement Form (Attachment H) with the D.C. Department of Employment Services (“DOES”); (ii) make best efforts to hire at least 51% District residents for all new jobs created by the contract; (iii) list all employment vacancies with DOES; and (iv) submit monthly compliance reports to DOES by the 10th of each month.

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Method of Award

The Department intends to award the work to the responsive and responsible Offeror whose offer is conforming to the solicitation and will be most advantageous to the District, cost or price, technical and other factors, specified in this solicitation. This procurement is being conducted in accordance with the provisions of Section 4721 of the Department's Procurement Regulations (27 DCMR).

D.2 Evaluation Process

The Department will evaluate proposals 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 proposal will be evaluated in accordance with the provisions of 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 shall select the Offeror(s) whose proposal(s) is determined to be the most advantageous in meeting the service needs of 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.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.

D.5.1 Relevant Experience and Capabilities (25 points)

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 in the last five (5) years that are similar to this project. For purposes of this paragraph, similar shall mean: (i) construction and renovation of historical facilities that are occupied during remedial work; (ii) construction of the architectural, mechanical, electrical, fire alarm & security systems, plumbing and fire protection systems for medium sized to large commercial and institutional buildings; (iii) knowledge of, and access to, the local subcontracting market; and (iv) knowledge of and experience working with local regulatory agencies and Code Officials, specifically the DC Department of Consumer and Regulatory Affairs (DCRA). 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.

a. The Offeror shall submit detailed descriptions of no less than three (3) projects and no more than five (5) 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:

1. Project name and location;
2. Name, address, contact person and telephone number for owner reference;
3. Description of the work performed by the Offeror; including comparisons to the work of this solicitation and Offeror's role on the project;
4. Time period of the construction;
5. Identification of personnel involved in the selected project who are proposed to work on this project; and
6. 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.

D.5.2 Key Personnel (20 Points)

Offerors shall assign senior personnel to this project who have experience in completing similar projects on-time and on-budget. The availability and experience of the key individuals assigned to this project will be evaluated as part of this element. Proposals should identify, at a minimum: (i) the Project Executive; (ii) the Field Superintendent; (iii) the Project Manager; and (iv) the Safety 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.

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; (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.

D.5.3 Project Management Plan (15 points)

Offerors shall submit a Project Management Plan. The Project Management Plan should clearly explain how the Contractor intends to manage and implement the project. It should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the plan should: (i) identify the key personnel and their specific roles in managing the Project; (ii) describe the key challenges inherent in this project and explain how they will be overcome or mitigated.

D.5.4 Preliminary Construction Schedule (10 points)

Offerors shall 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.

D.6 Price (30 points)

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

D.6.1 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. DGS reserves the right to deem a proposal non-responsive if the Offeror's price is greater than 150% of the independent government estimate.

D.7 Preference Points

Preference points will be awarded as stated in Section C.1.

D.8 Total Points

Total points shall be the cumulative of the Offeror's technical criteria points, price criterion points and preference points, if any.

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 one (1) original and five (5) copies. The Offeror's submission shall be placed in a sealed envelope conspicuously marked: **"DCAM-15-CS-0094 Additional Upgrades for the Lincoln Theatre."**

E.2 Delivery or Mailing of Submissions:

Submissions shall be delivered or mailed to:

Department of General Services
Contracts and Procurement Division
Attention: James H. Marshall
Supervisory Contract Specialist – Construction Division
2000 - 14th Street, NW, 8th Floor
Washington, DC 20009
Cell: (202) 528-3874

E.3 Date and Time for Receiving Submissions

Submissions shall be received no later than 2:00 p.m. local time on June 1, 2015. 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 in two (2) separate volumes as follows:

E.4.1 Executive Summary

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

E.4.2 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-contractor)
- b. Firm profile(s), including:
 1. Age
 2. Firm history(ies)
 3. Firm size(s)
 4. Areas of specialty/concentration
 5. Current firm workload(s) projected over the next year
 6. Provide a list of any contracts held by the Offeror where the contract was terminated (either for default or convenience). This list shall also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.

E.5 Technical Proposal Section – Volume I

E.5.1 Relevant Experience and Capabilities (25 points)

Each offer shall submit the information requested in D.6 of the RFP.

E.5.2 Key Personnel (20 Points)

Each offer shall submit the information requested in D.7 of the RFP.

E.5.3 Project Management Plan (15 points)

Each offer shall submit the information requested in D.8 of the RFP.

E.5.4 Preliminary Construction Schedule (10 points)

Each offer shall submit the information requested in D.9 of the RFP.

E.5.5 Technical Proposal Attachments

The Offeror shall include the following attachments in their Technical Proposal

- a. Attachment B - Disclosure Statement
- b. Attachment H - First Source Employment Agreement Form

E.6 Price Proposal Section – Volume 2

E.6.1 Price (30 points)

The Offeror shall submit their price in the Form of Offer Letter substantially in the form of Attachment A.

E.6.2 Price Proposal Attachments

The Offeror shall include the following attachments in their Price Proposal:

- a. Attachment C - Tax Affidavit In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government.
- a. Attachment E - Bid Bond Form or Attachment F - Bid Guaranty Certification. See Section H.1 for further instructions.
- b. Attachment G - Subcontracting Plan Form

SECTION F BIDDING PROCEDURES & PROTESTS

F.1 Contact Person

For information regarding this RFP please contact:

Courtney Washington
Contract Specialist – Construction Division
Department of General Services
2000 14th Street, NW, 8th Floor
Washington, DC 20009
Phone: (202) 724-3986
courtney.washington2@dc.gov

Any written questions or inquiries shall be sent to Courtney Washington at the email address above.

F.2 Pre-Proposal Conference and Site Visit

A pre-proposal conference and site visit will be held on May 13, 2015 at 12:00 p.m., at the Lincoln Theatre located at 1215 U Street, NW, Washington, DC 20009. Interested Offerors are encouraged to attend.

F.3 Explanations to Prospective Offerors

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

Requests shall be directed to Courtney Washington at the email address listed in Section F.1 no later than 4:00pm on May 18, 2015. 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

- a. Any submission or best and final offer received at the Department designated in this RFP after the exact time specified for receipt will not be considered.
- b. Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in F.8.A stated above.
- c. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the submission wrapper or other documentary evidence of receipt maintained by the installation.
- d. Notwithstanding any other provisions of this RFP to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- e. Submissions shall be irrevocable and remain in full force and effect for a period not less than one hundred twenty (120) days after receipt of submissions.

F.9 No Compensation for Preparation of Submissions

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

F.10 Rejection of Submissions

The Department reserves the right, in its sole discretion:

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

F.11 Limitation of Authority

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

SECTION G INSURANCE REQUIREMENTS

G.1 Required Insurance

GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance to the Chief Contracting Officer giving evidence of the required coverage either before or after contract award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher or a Moody's rating of A2 or higher. The Contractor shall require all subcontractors to carry the same insurance required herein or the Contractor may, at its option, provide coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Chief Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, cancelled or not renewed.

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

G.1.2 Commercial General Liability Insurance: The Contractor shall provide evidence satisfactory to the Chief Contracting Officer with respect to the services performed that it carries \$2,000,000 per occurrence limits; \$2,000,000 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 \$500,000 for policy disease limit.

G.1.6 Umbrella or Excess Liability Insurance: The Contractor shall provide umbrella or excess liability insurance as follows: \$2,000,000 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.2 Duration: Except as provided in G.1.7, the Contractor shall carry all required insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Chief Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, cancelled or not renewed.

G.3 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.4 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.4.1 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.5 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:

Courtney Washington
Contract Specialist – Construction Division
Department of General Services (DGS)
2000 - 14th Street, NW, 8th Floor
Washington, DC 20009
Telephone: (202) 724-3986
E-mail: courtney.washington2@dc.gov

SECTION H BONDS

H.1 Bid Bond

Offerors shall submit with their price proposal a bid bond in the amount of **5% of the offer price** on the Bid Bond Form (Attachment E). All bonding companies must be licensed to conduct business in the District of Columbia and be included on the Department of Treasury's Listing of Approved Sureties website. 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 Bid Guaranty Certification 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

Subcontractor shall be required to post payment and performance bonds, each having a penal value equal to 100% of the subcontract amount prior to performing any work on the contract. All bonding companies must be licensed to conduct business in the District of Columbia and be included on the Department of Treasury's Listing of Approved Sureties website.