

 <b>SOLICITATION, OFFER AND AWARD</b> Construction, Design and Building Renovation Group	<b>1. Solicitation No.:</b> <u>DCAM-2008-R-0098</u> <u>Comprehensive Condition Assessment and Space Utilization Survey for MPD</u>	<b>2.Type:</b> <input type="checkbox"/> <u>Sealed Bid (IFB)</u> <input checked="" type="checkbox"/> <u>Negotiated (RFP)</u>	<b>3. Date Issued:</b> July 24, 2008	<u>Page 1 of 39</u>
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4. Contract Number	5. Requisition/Purchase Request No.	6. <ul style="list-style-type: none"> <li><input type="checkbox"/> Open Market with set aside for LSDBE subcontracting (see Sec-M)</li> <li><input checked="" type="checkbox"/> SBE Set-Aside (see Sec-B.2 &amp; Sec-M) Mandatory 35% SBE subcontracting requirement in accordance with Section M.1.6</li> </ul>
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<b>7. Issued By:</b> Construction, Design & Building Renovation Group Office of Contracting and Procurement 441- 4th Street, NW, Suite # 700-South Washington, DC 20001	<b>8. Address Offer To:</b> Office of Contracting and Procurement One Judiciary Square 441 4 <sup>th</sup> Street, N.W. Bid Room , Suite 703 South Washington, D.C. 20001
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9. For information contact:	A. Name: <u>Linda Thomas</u>	B. Telephone (No collect calls)			C. E-mail Address <a href="mailto:linda.thomas@dc.gov">linda.thomas@dc.gov</a>
	(Area Code) <u>202</u>	(Number) <u>724-4905</u>	(Ext)		

**IMPORTANT - The "offer" section of this form, must be fully completed by offeror.**

**SOLICITATION**

**NOTE:** In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

**10. Sealed offers in "original" plus 5 copies to perform the work required will be received at the place specified in item 8, or if hand carried, to the bid counter located at address shown in item 8 until 2:00 PM local time on August 26, 2008.**

(Hour) (Date)

11. The District requires performance of the work described in strict accordance with the following:

<u>Description</u>	<u>Section</u>	<u>Pages</u>
• Solicitation/Offer/Award Form	--- Section -A,	pages: 1
• Schedule for Construction, Alterations, Repair, Price	--- Section - B,	pages: 2
• Scope/OPM Specifications/Drawings	--- Section - C,	page: 3-12
• Packaging and Markings	--- Section - D,	page : -
• Inspection and Acceptance	--- Section - E,	page: 14
• Deliveries and Performances	--- Section - F,	page: 15
• Contract Administration Data	--- Section- -G,	pages: 16
• Special Contract Requirements	--- Section - H,	pages: 18
• Contract Clauses	--- Section - I,	pages: 19-22
• List of Attachments	--- Section - J,	page: 23
• Representations, Certifications and other statements Of Bidders	--- Section - K,	pages: 24
• Instructions, Conditions and other Notices to Bidders	--- Section - L,	pages: 25--33
• Evaluation Factors for Award	--- Section - M,	pages: 34-39
• The Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects, dated 1973, as amended.		

12. The Contractor shall begin performance and complete all the work within 365 calendar days from date of award.

**Award**  **NTP** This performance period is  **Mandatory**  **Negotiable**

13. The Contractor must furnish the required performance and payment bonds.  
 **yes**, within ten (N/A) calendar days after receiving the Notice of Intent to Award  **no**

14. **Additional Solicitation Considerations**

A. All bids are subject to the work requirements, provisions and clauses incorporated in this solicitation in full text or by reference

B. A BID GUARANTEE  is required  is not required

## **SECTION B: SERVICES**

**B.1** The District of Columbia Government (“District”) on behalf of the Office of Property Management, (OPM) is requesting proposals from Offeror’s interested in submitting technical proposals for comprehensive condition assessment and space utilization survey for the Metropolitan Police Department (MPD) with a total of 437,624 SF, Attachment J.1d and buildings listed.

### **B.2 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET ASIDE MARKET ONLY**

This Request for Proposals (RFP) is designated for certified small business enterprise (SBE) Offerors only under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005” as amended.

A SBE must be certified as small in the procurement category of Professional Consulting in order to be eligible to submit a proposal in response to this RFP.

**B.3** This is a two-step bidding solicitation. Step one of the solicitation consist of the technical proposals; the evaluation of the proposals; and, if necessary, the discussion of the proposals, as specified in Section L. The technical proposals will be evaluated in accordance with the evaluation criteria in specified in Section M. Only those proposals determined to be acceptable in step one will be considered for award in step two.

## **SECTION C: STATEMENT OF WORK**

### **C.1 SCOPE**

The District intends to develop and implement an enterprise-wide automated planning and management system that will help OPM organize, manage and maintain its facilities in a manner consistent with private sector. It is expected that this work will lead to better utilization of existing assets, facilitate development of properly targeted budgets for facility maintenance, operation and renovation of existing facilities to ensure more effective use of resources. The information collected shall be used to determine long-term capital renewal and replacement as well as routine maintenance needs facility by facility. Critical elements of the final product are condition assessment, development of capital projects, assessment of deferred maintenance and annualized preventive maintenance of installed equipment and space utilization.

### **C.2 REQUIREMENTS**

The work requirement shall entail cross referencing of real estate data maintained by OPM for a comprehensive assessment of all District-owned facilities and producing an accurate analysis that identifies all visible components and elements requiring maintenance or planned action to make existing facilities energy efficient and environment friendly. The workload shall involve an intensive effort to update old data and as well as capture new data concerning the condition, occupancy and energy use profile. Update or recreation of facility data shall be achieved through the condition assessment and Baseline inventory process. From this process it should be possible to define and document desired outcomes to achieve stated objectives for individual facilities. The Offeror shall note that many of the buildings' and systems' drawings may not be available or may not be updated. A proven ability to overcome these difficulties by recreating these drawings by Offeror's own efforts shall be a part of the successful Offeror's skill-set. Existing documentation including past condition assessment reports will be made available, but Offerors should presume that none are available. Where documents are available, Offerors shall verify their accuracy before relying on the data. Otherwise data must be collected from direct measurements and observations of buildings, and must be based on Offerors on efforts.

### **C.3 FACILITIES CONDITION ASSESSMENT**

The basic elements of facility condition assessment shall include the following:

#### **C.3.1 Facility Attributes:**

C.3.1.2 This element shall include the collection of real estate and certain environmental information and verification of the same from field inspections in order to prepare an accurate building information system.

The information to be provided shall include the following but not limited to:

C.3.1.3 Building address, site location with at least two (2) street references.

- C.3.1.4 Lot, square and ward numbers.
- C.3.1.5 Gross square foot area of building and land.
- C.3.1.6 Assessed building and land values.
- C.3.1.7 Occupancy status- occupied, vacant or partially occupied.
- C.3.1.8 Building designation — Historic or non-Historic.
- C.3.1.9 Building Location- In Historic District or not ?
- C.3.1.10 Environmental details as per checklist

The required information shall be presented as indicated in Attachment J.1A (Building Name), Attachment J.1b (Checklist Guide), and Attachment J.1c (ADA Compliance Check list) is designed to capture site information like exact address including Ward number and whether facility is located in a Historical District and is or not itself a Historical building and its gross as well as usable space square foot area etc. etc. Attachment -1b is a checklist guide to collect detailed deficiency information of the facility to be supported with photographs where practical. Space utilization information must be provided floor by floor for each facility to be survey.

### **C.3.2 Condition Assessment:**

The Offeror shall conduct a condition assessment of identified facilities. This condition assessment survey shall be a detailed on-site inspection by qualified personnel to determine or verify, and document condition of all building major systems and components. This element shall include following efforts:

### **C.3.3 Collection of Baseline Facilities Data:**

The Offeror shall conduct a field survey of identified facilities or structures in the population for the purpose of updating and validating existing architectural floor plans.

### **C.3.4 Facility Existing Conditions Data:**

The Offeror shall identify facility status data (age, historical status, construction type, square footage, materials, user/tenants, and functional areas such as offices, mechanical/electrical rooms, etc.); architectural floor plans; and site plan/general development map data (surface manmade site features, and real estate boundary maps). These tasks shall involve coordinating with OPM and other agency representatives to obtain existing hardcopy architectural and site development drawings, existing facilities condition assessment reports and other related facilities inventory data. Where such information is not available Offeror has to create by own efforts.

### **C.3.5 Condition Assessment Survey:**

This survey shall:

- i. Provide description of systems with manufacturer's name for each major piece of equipment and the estimated age.

- ii. Identify the current condition of facilities and their components. Current condition shall include a description of the deficiencies indicating what the deficiency is, how much it is, and where does it exist.
- iii. Recommended Repair/Replacement: Description of the recommended corrective measures, the associated cost, the remaining service life of the building component or system if the deficiency is left uncorrected. Note that quantitative information on recommended work (opinion of cost and recommended date of accomplishment) shall be included and supported with pertinent data.
- iv. Prioritize the criticality of necessary repair, renovation and or replacement with estimated cost forecast by the projected year.
- v. Furnish the survey finding in a format that best supports funding for capital projects (Attachment 2).
- vi. Quantify deferred maintenance and furnish estimated cost (Attachment 3).
- vii. Provide Annual Preventive Maintenance schedule for installed equipment

### **C.3.6 Drawing and Maintenance Review:**

The Offeror shall review any available construction documents (plans, specifications, etc.) and maintenance and repair logs (if available) prior to visually surveying buildings. In addition, the Offeror shall interview available maintenance personnel to determine the maintenance/repair history, and known defect in each building. These documents and personnel will be made available to the Offeror by various agencies with the assistance of OPM coordinator.

### **C.3.7 Included Components:**

The Offeror shall survey all the physical components and systems of all identified facilities. These shall include, but will not be limited to the following for each building.

### **C.3.8 Substructure:**

- C.3.8.1 Included Elements: Foundations, slabs on grade, basement excavation and walls.
- C.3.8.2 Detail: Offeror shall visually evaluate the accessible below grade components for signs of distress (cracking, displacement, insect infiltration, etc.) and document findings with photos.

### **C.3.9 Core and Shell:**

- C.3.9.1 Included Elements: Superstructure (floors, bearing walls, columns, beams, roofs and related structures): exterior closure (exterior walls, windows and doors); and roofing.
- C.3.9.2 Detail: Offeror shall visually evaluate the accessible shell components and ancillary elements for signs of distress and document findings with photo logs. This will include cracking, displacement, and connection adequacy, continuity of flashing and seals, and evidence of other types of distress. Offeror shall check for flashing and connections proper drainage on walls and check for condition and proper placement of expansion

joints. For roofing, Offeror shall access the roof to visually observe the condition of the roof system and any accessories and details. Offeror shall observe flashing and penetration details for condition and conformance with accepted practice. Document existing roofing warranties, replacement costs and remaining useful life.

**C.3.10 Interiors:**

- C.3.10.1 Included Elements: Interior construction (interior partitions, doors, and specialties such as toilet accessories, lockers, storage shelving, etc.); stairways and finishes; and interior finishes (paint and other wall finishes, flooring, and interior ceiling finishes and systems).
- C.3.10.2 Detail: Offeror shall visually evaluate the condition of interior finishes, and document findings with photo logs.

**C.3.11 Services:**

- C.3.11.1 Included Elements: Conveyor systems (elevators, and other vertical transportation and conveying systems), plumbing systems (fixtures, domestic water distribution, sanitary waste, rain water drainage and special plumbing systems such as gasoline dispensing, compressed air, etc.); HVAC Systems; heat generation, rejection, distribution and transfer systems; HVAC controls and instrumentation; and other HVAC support elements; Fire Detection and Suppression Systems (alarm systems, monitoring systems, sprinkler systems, standpipe and hose systems, pumps, fire protection specialties, and special fire suppression systems); Electrical Systems (service and distribution, feeder type (aluminum or copper), lighting and branch wiring, communications and security systems, emergency generators, UPS systems, and electrical controls and instrumentation). Include service points, meters and capacities for all utilities.
- C.3.11.2 Detail: Offeror shall visually evaluate the conditions of service, and document findings. For conveying systems, Offeror shall review the maintenance records and available reports on equipment and evaluate the performance and anticipated service life of the systems. Also, Offeror shall evaluate equipment for code compliance. For plumbing, HVAC and electrical systems, Offeror shall observe the age, condition, and adequacy of capacity and status of maintenance of these systems and document their condition, and deficiencies and code violations. Offeror shall also include comments on renovations to the systems that would prove beneficial to their overall efficiency or performance, and estimate expected remaining useful service life of each major piece of equipment with and without repairs. For fire and life-safety systems, Offeror shall list all major components and identify those areas of these systems that require upgrades. Findings shall be supported with photo logs.

**C.3.11 Equipment and Furnishings:**

- C.3.11.1 Included Elements: Fixed components of the structure, and nonmovable furnishings, office or support equipment. Representative examples include security vaults, commercial laundry equipment, fixed audio-visual equipment, parking control equipment, kitchen and food service equipment, fixed casework and seating etc. The distinction for most equipment is whether it is attached, hard wired or plumbed directly to the building itself.
- C.3.11.2 Detail: Offeror shall visually evaluate and test condition of fixed equipment and furnishings, and document findings with photo logs. List of equipment indicating make, manufacturer, rating/capacity, year of manufacture, and location installed shall also be provided in a tabular form.

**C.3.12 Other Building Construction:**

- C.3.12.1 Included Elements: Special structures and systems (representative examples include special security systems, incinerators, kennels, storage tanks, building automation systems, special purpose rooms, etc.)
- C.3.12.2 Detail: Offeror shall visually evaluate and test the condition of these other building systems and document findings with photo logs.

**C.3.13 Building Site Improvements:**

- C.3.13.1 Included Elements: Grading and drainage; slope stabilization, protection and erosion control; roadways and parking lots (pavement, curb, gutter and appurtenances); pedestrian paving (sidewalks, exterior steps, etc.); site development (fences and gates, recreational facilities, exterior furniture, bridges, flag poles, exterior signage, etc.); and landscaping (plantings, irrigation systems, etc.)
- C.3.13.2 Detail: Offeror shall visually evaluate and test if necessary the condition of site improvements, and document findings. For grading and drainage, the Offeror shall observe the site systems for removal of storm water, and identify any that appear under-capacity or distressed. Also, Offeror shall evaluate the site with respect to flood potential. Offeror shall review and document the condition of pavements, curb and gutter, sidewalks and plazas, retaining walls, fences, signs, landscaping and irrigation and present findings with photo logs.

**C.3.14 Accessibility:**

- C.3.14.1 Included Elements: Interior and exterior elements that could present external or internal barriers to access by disabled persons.

C.3.14.2 Detail: Offeror shall conduct a thorough site review to determine major barriers to access to and into the buildings, through the buildings, to restroom facilities, and to other service areas within the buildings. Offeror shall also review and document ADA compliance requirements per applicable building code for each different type of facilities (See check list guide, Attachment-1C).

**C.3.15 Safety/Security:**

C.3.15.1 Included Elements: Facility is considered as a whole and is not limited to any specific element. From a security standpoint, Offeror shall evaluate current ability of lower-level wall/window systems' performance with respect to blast shrapnel protection.

C.3.15.2 Detail: Offeror shall conduct a safety / security review to determine and document hazards and needed improvements in all areas of the building and surrounding site. Support findings with photo logs.

C.3.15.3 Thoroughly examine the adequacy of installed Fire Protection and Prevention system and recommend necessary upgrades and or modernization. Identify if building is grandfathered or covered under current District Building Codes.

**C.3.16 Access Control:**

C.3.16.1 Included Elements: Doors and windows, including hardware and other components; intrusion detection systems; and access control.

C.3.16.2 Detail: Offeror shall conduct a review of all potential points of access and determine and document effectiveness of access control. Also identify a pattern in faulty hardware system and controls.

**C.3.17 Hazardous Materials:**

C.3.17.1 Included Elements: Building components and stored materials suspected to contain hazardous materials e.g., asbestos, lead, petroleum products, etc.

C.3.17.2 Detail: Offeror shall identify suspected hazardous materials for further study and analysis.

**C.4 EQUIPMENT LIST**

Each completed report shall include equipment list in a tabulated form indicating make, model, manufacturer's name, capacity/ rating and year installed.

**C.5 PRIORITIES**

The criticality of necessary repairs or replacement work shall be carefully analyzed based on need, value and urgency and followed by the assigning of a formal priority.

- C.5.1 **Priority 1:** Critical (Immediate); Priority 1 shall be assigned for those projects which truly stop the use of a facility or meant to comply with building codes. For example water flow from a broken pipe, missing guard rails, heating and cooling failure, deficient fire alarm and protection system etc. etc. The projects under priority 1 should commence immediately and are meant to correct a system, equipment, or component failure which jeopardizes the life safety of facility occupants as well as systems that are not fixed and will cause further damage to the facility if not corrected immediately.
- C.5.2 **Priority 2:** Potentially Critical (+ 1 to 2 years); A system, equipment, or component failure, if not corrected expeditiously may prohibit the use of portion of the facility. Situations in this category include:
- a. Intermittent interruptions.
  - b. Rapid deterioration
  - c. Potential safety hazards
- Examples are a malfunctioning fire alarm or sprinkler system etc.
- C.5.3 **Priority 3:** Necessary but Not Yet Critical (+2 to 5 years); Problems which, if left unattended will render all or a portion of the facility unfit for use. Projects in this category require appropriate attention to preclude predictable deterioration or potential downtime; left uncorrected will increase operating costs such as broken windows, failed thermostats, defective plumbing and HVAC etc. etc.
- C.5.4 **Priority 4:** Recommended (Years 6 to 10); Projects in this category shall include items that represent a sensible improvement to existing conditions and replacement of major equipment based on their life expectancy. Priority 4 projects will either improve overall usability and / or reduce long-term maintenance. Examples include energy efficient lighting, double pane windows, digital controls, green roofs and replacement of over aged equipment that fails frequently and costs more to operate.

## **C.6 FACILITY CONDITION INDEX**

The Offeror shall establish a Facility Condition Index (FCI) for each facility. FCI is quantifiable indicator of the condition of each facility for comparison with other facilities...the higher the FCI, the worse the condition. FCI is a simple ratio of the cost of repairs of deficiencies to current building replacement value. Offeror shall calculate current building replacement value on the basis of replacement unit costs of similar facilities in the District of Columbia. Deficiency Repair/ Replacement Cost FCI = Current Building Replacement Value.

## **C.7 SPACE UTILIZATION**

This element shall include providing an occupancy profile for each facility to indicate current utilization of occupiable space. Pertinent information to be collected shall include:

- C.7.1 The floor plan indicating interior dimensions and room area of each floor. Also indicate gross floor area vs occupiable area for each floor individual floors.

- C.7.2 Building core area, including elevator shafts, toilets, storage area, public corridors and other support areas
- C.7.3 The location of all walls, partitions, doors, and windows
- C.7.4 Location and size of all occupiable areas and the name of current tenant agency
- C.7.5 Personnel density that includes number of personnel, furniture, files and equipment in occupied space. The requirement shall include submission of the information gathered in written, graphic and digital format with floor and building summaries.

## **C.8 GREEN ROOF FEASIBILITY**

The Offeror is required to conduct study for design and installation of green roof systems to support Low Impact Development solutions. It will require thorough study of existing roof structure, subsurface components, drainage system and structural load limits.

## **C.9 SURVEY ORGANIZATION**

The Offeror shall submit reports that are organized according to the construction specifications institute's uniform classification system.

## **C.10 PHOTOGRAPHS**

Photos of all installed equipment shall be provided irrespective of their operating condition. Where necessary to show the condition of building components, highlighting visible deterioration, colored photographs shall be taken and included in the report. Photographs shall also be required in digital format for inclusion in condition assessment reports. A separate CD containing such photos shall be provided for each facility as an integral part of the report.

## **C.11 DOCUMENTATION**

The Offeror shall include in the Condition Assessment report for each facility an executive summary, detailed condition information for each of the categories emphasized, a tabulation of capital as well as deferred maintenance repair project information, and supporting photographs. Specific content of each shall include the following.

## **C.12 EXECUTIVE SUMMARY:**

- C.12.1 A brief introduction and summary of the property and the Offeror's study and findings.
- C.12.2 A brief summary of the assignments and activities undertaken.
- C.12.3 Summary of assessments, conclusions, and recommendations noting observations, general condition, overall quality and appearance, regulatory compliance, major problems and inadequacies.
- C.12.4 List of facility equipment with details on make, model, serial number, age and location.

### **C.13 OUTCOME ANALYSIS**

This element shall include a review of available materials specific to existing facilities including architectural plans, drawings and condition assessment surveys building site improvements on:

- C.13.1 Sub-structure and Foundation
- C.13.2 Core and Shell
- C.13.3 Interiors
- C.13.4 Services
- C.13.5 Equipment and refurbishing
- C.13.6 Other Building Construction
- C.13.7 Building site improvements
- C.13.8 Accessibility
- C.13.9 Safety and security
- C.13.10 Hazardous materials

Offeror shall analyze, categorize and set up mission-critical steps for facilities based on the listed items and make recommendations for long and short-term projects with estimated costs. The recommended corrective actions shall be presented in spread sheet per attached format.

### **C.14 CATEGORY OF WORK PERFORMANCE:**

- C.14.1 Complete thorough study of existing conditions of identified facilities and structures
- C.14.2 Determine maintenance and upgrade issues
- C.14.3 Explore feasibility of attaining LEED Silver Certification of U.S. Green Building Council
- C.14.4 Identify opportunities to make existing facilities energy efficient
- C.14.5 Develop long-term capital repair/renewal projects with estimated costs
- C.14.6 Develop preventive maintenance program and enumerate deferred maintenance items
- C.14.7 Conduct space utilization and occupancy survey of District-owned facilities

### **C.15 CAPITAL EXPENDITURE PLAN**

- C.15.1 The Offerors shall provide 6-Year Capital Expenditure Plan in a prescribed format for each facility per statement of work, outlined in Attachment 2.
- C.15.2 Capital Expenditure Plan primarily is meant to provide cost data to assess the need for finance, acquisition development, and implementation of permanent improvements projects for the District's fixed assets. Such assets generally have a useful life of more than three years and cost more than \$250,000. The Offeror shall therefore include only such items in Capital Expenditure Plan which are meant to replace entire building systems (such as roof, HVAC, Lighting, etc. etc.), for development, modernization or replacement of city-owned facilities and infrastructure.

**C.16 DEFERRED MAINTENANCE**

- C.16.1 The Contractor shall enumerate all Deferred Maintenance work items, separate from Capital repair/renovation items within estimated cost for each facility per statement of work, outlined in Attachment 3.
- C.16.2 Deferred Maintenance are items of work which have not been postponed for lack of resources and otherwise should have been done at regular and predictable intervals to take care of normal degradation of material and equipment.

**C.17 DATA STRUCTURE AND FORMAT**

The Contractor shall provide all electronic information relating to this work in a SQL 2005 Database. The structure of the database, as well as all necessary field descriptions and naming conventions will be provided to Contractor by OPM/Construction Division after award of contract.

**SECTION D: PACKAGING AND MARKING**

**Not applicable to this solicitation.**

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**SECTION E: INSPECTION AND ACCEPTANCE**

**E.1 INSPECTION:**

The inspection and acceptance requirements for the resultant contract will be governed by the Inspection of Services Clause in Section 6 of the Government of the District of Columbia Standard Contract Provisions for use with Supplies and Services Contracts dated March 2007 and incorporated herein as Attachment J.1.2.

## **SECTION F: DELIVERIES OR PERFORMANCE**

### **F.1 TERM OF CONTRACT**

The term of contract shall be for a period of one (1) year from date of award specified of the contract with two (2) one (1) year option periods.

### **F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.3.1** The District may extend the term of this contract for a period of two (2), one *year* option periods, or successive fractions thereof by written notice to the Offeror before the expiration of the contract; provided that the District will give the Offeror a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The Offeror may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer (CO) prior to expiration of the contract.

**F.3.2** If the District exercises this option, the extended contract shall be considered to include this option provision.

**F.3.3** The price for the option period shall be as specified in step two.

**F.3.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

### **F.4 LENGTH OF CONTRACT**

The total duration of this contract including the exercise of any options under F.3 shall not exceed three (3) years.

### **F.5 PERIOD OF PERFORMANCE FOR TASK ORDERS (TO)**

The Offeror shall commence and complete work within the dates specified in the TO issued by the CO.

### **F.6 DELIVERABLES**

The Offeror is obligated to develop and submit to the COTR all required reports as required by Section C. The Offeror shall keep accurate and detailed written/computerized records of reports of the project during all stages.

## **SECTION G: CONTRACT ADMINISTRATION DATA**

### **G.1 CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer for this procurement action is:

Diane Wooden, Contracting Officer  
Office of Contracting and Procurement  
Construction, Design and Building Renovation Group  
441 – 4<sup>th</sup> Street, N.W., Suite 700 South  
Washington, D.C. 20001  
Telephone: (202) 724-2163

### **G.2 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.2.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this RFP or the contract documents.

**G.2.2** The Offeror shall not comply with any order, directive or request that changes or modifies the requirements of this RFP or the contract documents, unless issued in writing and signed by the Contracting Officer.

**G.2.3** In the event the Offeror effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

### **G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

**G.3.1** The COTR is responsible for general administration of the contract documents and advising the Contracting Officer as to the Offeror compliance or noncompliance with the contract documents. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract documents, of ensuring that the work conforms to the requirements of this RFP and the contract documents and such other responsibilities and authorities as may be specified in the contract documents. The COTR for this contract is:

Amar Singh, Project Manager  
Office of Property Management  
2001 14<sup>th</sup> Street, N.W., Eight Floor  
Washington, D.C. 20009  
Telephone: (202) 741-5291

**G.3.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of this RFP or the contract documents.

**G.3.3** The Offeror may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 PUBLICITY**

The Offeror shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subOfferors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

### **H.2 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Offeror to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Offeror receives a request for such information, the Offeror shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Offeror pursuant to the contract, the COTR will forward a copy to the Offeror. In either event, the Offeror is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releaseability of the records. The District will reimburse the Offeror for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

### **H.3 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Offeror shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Offeror shall obtain written approval of the Contracting Officer for any proposed substitution of key personnel. The District reserves the right to review the qualifications of other personnel selected by the Offeror to perform services or provide deliverables pursuant to this agreement. The Offeror agrees to remove, at the District's request at any time, any person who in the District's opinion, is unacceptable, uncooperative, not qualified to perform services or provide deliverables or has performed services or provided deliverables in an unsatisfactory manner. If the District so requests, the Offeror shall promptly provide a qualified replacement satisfactory to the District for any person so removed. The District will not be required to pay for training such replacement.

## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as Attachment J.1.2, part of the contract resulting from this solicitation. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”..

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

### **I.3 CONFIDENTIALITY OF INFORMATION**

All information obtained by the Offeror relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Offeror in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

### **I.4 TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

### **I.5 RIGHTS IN DATA**

- I.5.1** “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- I.5.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Offeror hereby acknowledges that all data, including, without limitation, computer program codes, produced by Offeror for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Offeror hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Offeror agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Offeror agrees not to assert any rights in common law or in equity in such data. The Offeror shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

**I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless

(i) the data is marked by the Offeror with the following legend:

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in the Contract No.

With \_\_\_\_\_(Offeror's Name); and

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Offeror may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Offeror to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

**I.5.8** In addition to the rights granted in Section I.5.6 above, the Offeror hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Offeror, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Offeror shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Offeror without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

**I.5.9** Whenever any data, including computer software, are to be obtained from a subOfferor under this contract, the Offeror shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Offeror's rights in that subOfferor data or computer software which is required for the District.

**I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Offeror shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Offeror, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Offeror should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

**I.5.11** The Offeror shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the

publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Offeror by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Offeror at the time of delivery of such work

## **SECTION J: LIST OF ATTACHMENTS**

### **J.1 LIST OF ATTACHMENTS**

- J.1A Building Name
- J.1b Checklist Guide
- J.1c ADA Requirements
- J.1d List of Buildings – MPD

6-Year Capital Expenditure Forecast, Attachment 2  
6-Year Capital Expenditure Forecast, Attachment 3

- J.1.2 Standard Contract Provisions for use with District of Columbia Government Supplies and Services, March, 2007

### **J.2 INCORPORATED ATTACHMENTS**

*(Offerors shall complete and incorporate with their bid packages, the following forms located at [www.ocp.dc.gov](http://www.ocp.dc.gov) under solicitation attachments.)*

- J.2.1 E.E.O. Information and Mayor's Order 85-85
- J.2.2 Tax Certification Affidavit
- J.2.3 First Source Employment Agreement

*(Bidder's shall contact the Department of Small and Local Business Development for the following package)*

- J.2.4 LSDBE Certification Package

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

As part of their offers in response to this RFP, all offerors shall provide the following statements and information:

**K.1 AUTHORIZED NEGOTIATORS**

The Offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

\_\_\_\_\_  
\_\_\_\_\_

**K.2 TYPE OF BUSINESS ORGANIZATION**

**K.2.1** The Offeror, by checking the applicable box, represents that

(a) It operates as:

- \_\_\_\_\_ a corporation incorporated under the laws of the State of: \_\_\_\_\_
- \_\_\_\_\_ an individual,
- \_\_\_\_\_ a partnership,
- \_\_\_\_\_ a nonprofit organization, or
- \_\_\_\_\_ a joint venture.

(b) If the Offeror is a foreign entity, it operates as:

- \_\_\_\_\_ an individual,
- \_\_\_\_\_ a joint venture, or
- \_\_\_\_\_ a corporation registered for business in \_\_\_\_\_(Country)

## **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **L.1 TWO STEP SEALED BIDDING SELECTION PROCESS**

The purpose of the Two Step Bidding method is to select the Offerors whose proposal is technically acceptable based solely on the basis of the proposal submitted, without requesting further information from any Offeror, following the selection process described below:

- L.1.1 Step One consists of the solicitation in aggregate groups of technical proposals; the evaluation of the proposals; and, if necessary, the discussion of the proposals, as specified in Section M.
- i. Each Offeror shall submit a proposal that is acceptable without additional explanation or information because the District may make a final determination regarding acceptability of the proposal on the basis of the proposal as submitted, and the District may proceed to the Step Two without requesting further information from any Offeror. However, the District may request additional information from Offerors of proposals that are considered to be reasonably susceptible of being made acceptable and may discuss proposals with these Offerors.
  - ii. All proposals shall be reviewed and evaluated by a committee established by the Contracting Officer for determining technical sufficiency and the ability of the Offeror to meet the requirements of this RFP successfully. The committee shall use the criteria outlined in Section M.5.
  - iii. A notice of unacceptability will be forwarded to the Offeror upon completion of the proposal evaluation and final determination of unacceptability.
  - iv. Each proposal in Step One will be based on the Offeror's own technical proposal.
- L.1.2 Technical proposals shall not include prices or pricing information.
- L.1.3 An Invitation for Bids (IFB) for pricing will be issued to those Offerors submitting acceptable proposals in Step One.

### **L.2 PRE-PROPOSAL CONFERENCE**

- L.2.1** A pre-proposal conference to discuss the contents of this Request for Proposals and other pertinent matters will be held on August 6, 2008, 10:00 a.m. local time, at the Office of Property Management, 2000 14<sup>th</sup> Street, NW, Conference Room CCSA, 5<sup>th</sup> Floor, Washington, D.C., 20009.
- L.2.2** Prospective Offerors will be given an opportunity to ask questions regarding this RFP at the conference.

### **L.3 PROPOSAL FORM, ORGANIZATION AND CONTENT**

One original and *six (6)* copies of the written proposals shall be submitted in one part, titled "Technical Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. *DCAM-2008-R-0098, Comprehensive Condition Assessment and Space Utilization Survey for MPD.*"

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.

#### **L.4.1 TECHNICAL APPROACH**

**L.4.1.1 VOLUME 1, TECHNICAL CAPABILITY INFORMATION.** The Technical proposal shall be prepared in accordance with the instructions and format given in this section. Failure to provide a Technical proposal may render an offeror's proposal incomplete and unacceptable for award. In order for the District to evaluate the Offeror's understanding of the contract requirements, Offerors are required to discuss their technical and administrative capabilities in a manner that demonstrates these are adequate to meet contract requirements. Offerors are strongly cautioned to follow the format below in preparing their proposals. This will allow for ease of evaluation. Proposals will be evaluated in accordance with the evaluation criteria listed in Section M.3, Evaluation Criteria. Technical Proposals shall not include price or pricing information.

L.4.1.1.1 Section I: Professional Qualifications

Describe professional qualifications of firm providing and performing condition assessment studies for different types of facilities and clients. Show experience in managing and performing work as set forth in Section C, "Statement of Work". Discuss the firm's depth of resources available for project/client support. Discuss special capabilities that the firm has developed that distinguish firm as a leader in the professional condition assessment arena. Provide an org chart that shows all the firms divisions. Include a table that lists in summary the total staff and their area of discipline.

L.4.1.1.2 Section II: Organization & Personnel Experience

- L.4.1.1.2.1 Provide an Organizational Chart listing company; personnel, their titles and roles.
- L.4.1.1.2.2 Describe the support and interface with your home office or corporate headquarters for such aspects as financial, management and technical support.
- L.4.1.1.2.3 Identify the key personnel who will manage the overall Offeror efforts and perform the duties required in Section C.
- L.4.1.1.2.4 Describe the education, training, experience and professional affiliation of the key personnel. Include resumes for designated key personnel.

L.4.1.1.3 Section III: Past Performance

Past Performance includes current on-going (present) performance. Do not include price or pricing information in this section.

- L.4.1.1.3.1 Offerors are to provide information to demonstrate successful experience performing condition assessment studies on at least three (3) similar projects within the past seven (7) years. Similar project is defined as a project that is comparable in nature, type, and complexity as defined in Sections B and C.
- L.4.1.1.3.2 Past Performance References – Offerors shall provide a list of references for each of the projects identified in response to (L.4.1.1.3.1). Such information shall, at a minimum, include: clients’ name and address, point(s) of contact for the client with telephone and fax numbers. This is to obtain an independent evaluation of prior contract performance for use in evaluating Past Performance.
- L.4.1.1.3.3 Offerors lacking relevant Past Performance experience may submit experience information regarding predecessor companies, key personnel of the Offeror, and/or subcontractors that will perform major or critical aspects of the work as set forth in Section C, “Statement of Work”. Information submitted to satisfy the requirements of L.4.1.1.3.1 shall, at a minimum, include: Name(s) of Predecessor Company/Subcontractor or Key Personnel and include: Complete Address and Point of Contact; Telephone, Fax Number and email address; and a brief synopsis of the

experience (a resume may be submitted for "Key Personnel") and relevancy to this project.

L.4.1.1.3.4 Offerors are advised that the District may use all data provided by the Offeror in this volume and data obtained from other sources, to include but not limited to Government-wide databases, in the development of performance confidence assessments. Past Performance information on contracts not listed by the Offeror, or that of planned subcontractors, may also be evaluated. The District may contact references provided by the Offeror, as well as any other source it identifies, and information received may be used in the evaluation of the Offeror's Past Performance. While the District may elect to consider data obtained from other sources, the burden of providing current, accurate and complete Past Performance information rests with the Offeror.

L.4.1.1.4 Section IV: Project Management Plan

L.4.1.1.4.1 Offeror is to provide a detailed Project Management Plan (PMP) which defines objectives, allocation of resources, communications and recommended procedures. The PMP shall include methodology and overall approach to meeting the project requirements. Include specific discussion on the following:

L.4.1.1.4.2 Executive Plan – Provide a thorough explanation of the proposed course of action, including a time phased statement of major milestones. Describe how the tasks specified in Section C shall be coordinated.

L.4.6.1.4.3 Project Report Completion Date - The Offeror shall provide completion dates for all reports, including dates for interim report presentations to the Project Manager.

L.4.1.1.4.4 Report Format - The Offeror shall use EXCEL for presenting 6 year Capital Expenditure in current dollar values. The escalation factor to be used for out years shall be provided by OPM, Construction Division after award of contract

L.4.1.1.4.5 Additional Issues or Matters Needing Study - Describe any tasks not addressed in Section C necessary to accomplish the required condition assessment studies.

**L.5 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

**L.5.1 Proposal Submission**

Proposals must be submitted no later than August 26, 2008 at 2:00 p.m. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

**L.5.2 Withdrawal or Modification of Proposals**

An Offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

**L.5.3 Postmarks**

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

**L.6.4 Late Modifications**

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

### **L.5.5 Late Proposals**

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

### **L.6 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the contact person, identified on page one. The prospective Offeror shall submit questions no later than *(five)* days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than *(five)* days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective Offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, 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.

### **L.7 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, Diane Wooden, Office of Contracting & Procurement 441 4<sup>th</sup> St., NW, Washington DC 20001, (202) 724-2163, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Diane Wooden of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, Diane Wooden that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

### **L.8 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.8.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

**L.8.2** Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

**L.9 PROPOSAL PROTESTS**

Any actual or prospective Offeror or Offeror who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

**L.10 SIGNING OF OFFERS**

The Offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

**L.11 UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

**L.12 RETENTION OF PROPOSALS**

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the Offerors.

**L.14 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS**

In addition to other proposal submission requirements, the Offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's

policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

#### **L.14 ACKNOWLEDGMENT OF AMENDMENTS**

The Offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

#### **L.15 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

- L.15.1** Name, address, telephone number and federal tax identification number of Offeror;
- L.15.2** A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.15.3** If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

#### **L.16 FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Offerors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

#### **L.17 STANDARDS OF RESPONSIBILITY**

The prospective Offeror must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective Offeror must submit the documentation listed below, within five (5) days of the request by the District.

- L.17.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.17.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.17.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.17.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.17.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.17.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.17.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.17.8** If the prospective Offeror fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Offeror to be nonresponsible.

## SECTION M - EVALUATION PREFERENCE POINTS

### **M.1 PREFERENCES FOR LOCAL BUSINESSES, DISADVANTAGED BUSINESSES, RESIDENT-OWNED BUSINESSES, SMALL BUSINESSES, LONGTIME RESIDENT BUSINESSES, OR LOCAL BUSINESSES WITH PRINCIPAL OFFICES LOCATED IN AN ENTERPRISE ZONE**

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, as amended, the District shall apply preferences in evaluating bids from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

#### **M.1.1 Subcontracting Set-Aside**

All non-construction contracts in which a portion will be subcontracted must include the following requirements:

- At least 35% of the total dollar volume must be subcontracted to the Small and Local Business Enterprises. The costs of materials, good and supplies are not counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from Small Business Enterprises.
- If there are insufficient qualified Small Business Enterprises to fulfill the 35% subcontracting requirement, then the subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises, provided that all reasonable efforts are made to ensure that qualified Small Business Enterprises are significant participants in the overall subcontracting work.

#### **M.1.2 General Preferences**

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- M.1.2.1** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.1.2.2** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;

- M.1.2.3** Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.1.2.4** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.1.2.5** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.1.2.6** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

**M.1.3 Application of Preferences**

The preferences shall be applicable to prime Offerors as follows:

- M.1.3.1** Any prime Offeror that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.1.3.2** Any prime Offeror that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.1.3.3** Any prime Offeror that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.1.3.4** Any prime Offeror that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

**M.1.3.5** Any prime Offeror that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

**M.1.3.6** Any prime Offeror that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

**M.1.4 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime Offeror with certified business enterprises.

**M.1.5 Preferences for Certified Joint Ventures**

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime Offeror for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

**M.1.6 Vendor Submission for Preferences**

**M.1.6.1** Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

**M.1.6.1.1** Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

**M.1.6.1.2** Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

**M.1.6.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: LSDBE Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, DC 20001

- M.1.6.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.1.7 Subcontracting Plan**

Any prime Offeror responding to a solicitation in which there is an LBE, DBE, SBE, DZE, LRB, or ROB subcontracting set-aside, shall submit, within 5 days of the contracting officer's request, a notarized statement detailing its subcontracting plan. Each subcontracting plan shall include the following:

- M.1.7.1** A description of the goods and services to be provided by the LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;
- M.1.7.2** A statement of the dollar value, by type of business enterprise, of the bid or proposal that pertains to the subcontracts to be performed by the LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;
- M.1.7.3** The names and addresses of all proposed subOfferors who are LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;
- M.1.7.4** The name of the individual employed by the prime Offeror who will administer the subcontracting plan, and a description of the duties of the individual;
- M.1.7.5** A description of the efforts the prime Offeror will make to ensure that LBEs, DBEs, ROBs, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;
- M.1.7.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime Offeror will include a statement, approved by the contracting officer, that the subOfferor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.1.7.7** Assurances that the prime Offeror 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 Offeror with the subcontracting plan;

**M.1.7.8** List the type of records the prime Offeror will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime Offeror will make such records available for review upon the District’s request; and

**M.1.7.9** A description of the prime Offeror’s recent effort to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROBs, and to award subcontracts to them.

**M.1.8 Enforcement and Penalties for Willful Breach of Subcontracting Plan**

The willful breach by a Offeror of a subcontracting plan for utilization of local, small, or disadvantaged businesses in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Offeror was to subcontract to local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.

**M.2 TECHNICAL RATING**

The Technical Rating Scale is as follows.

<b>Numeric Rating</b>	<b>Adjective</b>	<b>Description</b>
1	Unacceptable	Fails to meet minimum requirements; major deficiencies which are not correctable.
2	Reasonable susceptible of being made acceptable; or	Marginally meets minimum requirements; significant deficiencies which may be correctable.
3	Acceptable	Meets requirements; only minor deficiencies which are correctable.

**M.3 EVALUATION CRITERIA**

Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance.

**M.3.1 VOLUME 1 – TECHNICAL CAPABILITY (100 Points)**

The Technical Proposal must include necessary information to enable evaluators to form a concrete conclusion of the offeror’s ability to manage and perform the work identified in the solicitation. The evaluation of each Technical Proposal shall measure the ability of the Offeror to effectively perform comprehensive facilities condition assessment and

space utilization surveys provided in response to the submission requirements specified in Section L.4.1.

M.3.1.1 Professional Qualifications 40 Points

M.3.1.2 Organization & Team Experience 25 Points

M.3.1.3 Past Performance 20 Points

M.3.1.4 Project Management Plan 15 Points

M.3.3 PREFERENCE POINTS (12 Points)

The maximum preference points an Offeror can receive is 12. The preference points will be added to the Offeror's evaluation score.

M.3.4 TOTAL POINTS

The total points awarded under the solicitation are 112.

M.3.5 EVALUATION OF OPTION YEARS

The District will evaluate offers for award purposes by evaluating the total price, in the second step for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years.