



**D.C. DEPARTMENT OF GENERAL SERVICES**

**REQUEST FOR PROPOSALS**

**Real Estate Brokerage and Consulting Services**

**March 27, 2014**

**Proposal Due Date: April 21, 2014 by 2 p.m. EST**

**Pre-Proposal Conference: Wednesday April 9, 2014 at 1:00 PM**

**Frank D. Reeves Center  
2<sup>nd</sup> Floor Community Room  
2000 14<sup>th</sup> Street, NW  
Washington, DC 20009**

**Contact:** Toufique Sayed  
DC Department of General Services  
Frank D. Reeves Center  
2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor  
Washington, DC 20009

**Solicitation Number: DCAM-14-NC-0121**

## **Executive Summary**

The District of Columbia Department of General Services (DGS or the Department) actively manages a portfolio of real estate assets comprising approximately 15 million square feet of leased property and 3.2 million square feet of owned property. Visit <http://dgs.dc.gov/DC/DGS> for additional information about the agency. The Department has an in-house real estate portfolio management staff responsible for managing the District's real estate portfolio that works with District government agencies to identify suitable space for agency operations and manages agency space needs; however, the Department Pursuant to § 10-551.07 of the D.C. Official Code, DGS is seeking a qualified contractor (hereinafter referred to as the "Real Estate Consultant") to provide a range of real estate consulting services including strategic planning, lease acquisition, property disposal, tenant representation and lease\contract negotiation. The Department intends to award a single contract for these services.

### **A.1 Compensation**

The Department intends to enter into a time and materials contract for these services and asks that offerors quote hourly rates for the key personnel identified in their proposal. These rates should be fully loaded rates and should contain amounts sufficient to cover any overhead and profit. Offerors must propose a commission rate for real estate transactions. On-line research fees, copying, postage, delivery services, out-of-town travel and long distance phone calls will be reimbursable at cost and without mark-up.

### **A.2 Form of Contract**

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

### **A.3 Selection Criteria**

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

- Experience & References (30 points)
- Key Personnel (30 points)
- Cost (40 points)

#### **A.4 Procurement Schedule**

The schedule for this procurement is as follows:

- Issue RFP - March 27, 2014
- Pre-proposal Conference - April 9, 2014
- Last Day for Questions/Clarifications - April 14, 2014
- Proposals Due - April 21, 2014

#### **A.5 Attachments**

- Attachment A - Form of Offer Letter and Bid Form
- Attachment B - Disclosure Statement
- Attachment C - Tax Affidavit
- Attachment D - First Source Employment Agreement
- Attachment E - Department of Labor Wage Determination

## **SECTION B           SCOPE OF WORK**

### **B.1 Description of Services**

The Department anticipates that the selected Real Estate Consultant will assist the Department with the management of the District's real estate portfolio by providing the specific real estate consulting services as more specifically described herein. The contract will be structured as a base year ending on September 30, 2014 with four one-year renewal options – the last of which will expire on September 30, 2018. Absent significant changes in the Department's portfolio or performance issues with the selected Contractor, the Department expects that it would exercise all options in due course.

Although the exact workload will vary depending upon the Department's needs, the Department anticipates that it will require approximately 120 hours of real estate consulting services annually and 15-20 real estate transactions representing the acquisition of approximately 250,000 square feet over the next two fiscal years. Notwithstanding the foregoing estimates, the above projected workload numbers are estimates only and the District provides no assurances regarding the minimum workload or hours required.

The Department has an in-house Portfolio Management Division that is responsible for managing the District's real estate portfolio. An in-house Realty Specialist will be assigned to each project or real estate transaction handled by the Real Estate Consultant. The Real Estate Consultant will be required to interface with and provide pertinent documents to the Portfolio Management Division or Department legal staff.

The Department seeks a Real Estate Consultant to provide real estate brokerage and real estate consulting services for all of the following types of projects as well as other projects that may from time to time be assigned to or implemented by the Department. DGS may withdraw any assignment, at any time, in its sole discretion with no liability for services provided by the Real Estate Consultant. The Consultant selected through this procurement will provide the necessary staff, or subcontractors, to perform the following tasks:

#### **Task 1- Real Estate Consulting Services – may include any of the following activities:**

1. **Strategic Planning for District Space Needs** - DGS will provide the Real Estate Consultant with information regarding space occupied by District agencies. The Real Estate Consultant shall, in conjunction with DGS staff:
  - a. Evaluate the agency's space and overall square footage in relation to the Workplace Design Guidelines (a copy of the guidelines can be found on DGS website <http://dgs.dc.gov/DC/DGS>);
  - b. Identify areas of underutilization and opportunities for the reduction of leased space; and
  - c. Make recommendations for consolidation and lease renegotiation.
2. **Identification and Disposal of Surplus District Property**

- a. Analyze certain assets that are vacant or have excess space that could be leased.
- b. Analyze certain vacant assets that could be disposed of by sale or long term lease.
- c. For proposed sale or lease of assets:
  - i. Perform detailed market study to advise how current market conditions affect the sale or lease of the property;
  - ii. Conduct detailed analysis to provide a recommendation of the projected value or lease rate of the property;
  - iii. Advise and assist DGS in determining the most efficient offer structure and process, within applicable legal constraints, for selling or leasing property to achieve the highest possible market value;
  - iv. Prepare comprehensive offering documents and using its network to advertise and market the property to achieve maximum exposure; and
  - v. Assist with coordinating property tours.
- d. Assist DGS with preparing Solicitation For Offer (SFO) package for disposal of real property in accordance with applicable District policies and procedures.
- e. Review and analyze SFO submissions including:
  - i. Financial analysis of terms and comparison of terms;
  - ii. Review non-monetary terms and provide comparison;
  - iii. Review credit worthiness of offerors and ability to close the transaction;
  - iv. Review submissions to ensure they are compliant with SFO requirements
- f. Assist DGS with negotiating business terms and closing transactions to dispose of District real property.

### **3. Tenant Representation Through Term of Lease as Requested by DGS**

Provide tenant representation for the leased portfolio to ensure landlords are fully complying with lease requirements, confirmation of allowance of expense reimbursements, District payment auditing, agency requirements and responding to agency complaints.

### **4. Identification of Opportunities within the owned and leased portfolio to reduce lease costs:** The Real Estate Consultant shall:

- a. Review market factors and determine which locations/leases are above market rates.
- b. Develop a space utilization profile for every prioritized location as determined by DGS.
- c. Recommend strategies for DGS to operate the portfolio more efficiently to reduce costs and maximize space.

### **Task 2 – Real Estate Document Preparation**

The Real Estate Consultant shall negotiate leases and prepare other Real Estate documents.

- 1. The Real Estate Consultant shall subcontract with a law firm or other real estate professionals with significant commercial transactional experience and shall:

- a. Based upon business terms and forms provided by DGS staff, prepare and negotiate real estate documents for lease acquisitions, real property dispositions and other real estate transactional tasks provided herein;
- b. Provide additional staffing resources as needed to respond to fluctuations in workload and aggressive timelines for production of documents;
- c. Work directly with Department legal staff to prepare documents in accordance with forms provided by DGS. Department legal staff shall review for legal sufficiency and approve any document produced by the Real Estate Consultant.

### **TASK 3- Tenant Representation**

The Real Estate Consultant shall provide tenant representation services including site location, market analysis, and lease acquisition services.

1. Prepare programming requirements for leased space in accordance with DGS space standards.
2. Prepare requests for lease proposals in accordance with applicable Department solicitation policies and procedures.
3. Review availability of existing space and new space.
4. Determine and analyze landlord proposals for best value to the District in accordance with criteria provided by the District.
5. Research the market for appropriate space alternatives.
6. Identify and address small space needs as well as large space needs across the District for all types of uses (office, warehouse,) and assist the District to acquire the pertinent leases.
7. Prepare a market survey that addresses the following:
  - a. Asking price and business terms of the lease proposed for the site(s) selected and prepare an abstract of all the business terms of the recommended site;
  - b. List of all the comparable sites evaluated and their asking terms;
  - c. Appropriate market data to justify the recommended transaction (including the negotiated terms of actual leases in similar properties whenever possible);
  - d. Schedule of non-economic indicators- compliance with executive and administrative directives and specific agency needs;
  - e. A report on the existence and condition at the recommended site of any known asbestos, building or fire code violations, engineering, structural or any other potentially hazardous conditions at the recommended site;
  - f. Prepare discounted cash flow analysis of projected rents and other costs of each site; and
  - g. If more than one site satisfies the agencies requirements, a recommendation of the most appropriate alternative based upon a comparative financial analysis and best values.
8. Arrange inspections of appropriate sites for DGS and the client agency.
9. Determine whether the site is suitable for the agency's need (that it has adequate electrical power, HVAC, floor load, meets structural and parking requirements, ).
10. Provide information on landlord performance and related compliance.

11. Provide emergency lease support in case of a catastrophic event that requires immediate relocation.

## **B.2 Deliverables**

**Monthly Status Report:** The Real Estate Consultant shall provide monthly status reports summarizing all assignments and tasks undertaken by the Real Estate Consultant under the Contract.

## **B.3 Conflict of Interest**

Prior to assignment of particular tasks related to consulting or tenant representation under contract, District will require that Consultant disclose representation of landlords related to any tasks assigned by the District.

## **B.4 Licensing, Accreditation and Registration**

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

## **B.5 Conformance with Laws**

It shall be the responsibility of the Consultant to perform under the contract in conformance with the Department's Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies, including but not limited to the Service Contract Act.

## **B.6 Time is of the Essence**

Time is of the essence with respect to the contract. As such, the Consultant must dedicate such personnel and other resources as are necessary to ensure that the services are completed on-time and in a diligent, skilled, and professional manner.

## **SECTION C ECONOMIC INCLUSION**

### **C.1 Preference for Small, Local, and Disadvantaged Business Enterprises**

**General:** Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Offerors that are certified by the Department of Small and

Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, being a local business enterprise with its principal office located in an enterprise zone, being a veteran-owned business enterprise, or being a local manufacturing business enterprise. (A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.) In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror's proposal:

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

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

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

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

## **C.2 SLDBE Participation**

The Department requires that significant participation by business enterprises certified by the Department of Small and Local Business Development as: (i) a local business enterprise; (ii) a small business enterprise; (iii) a disadvantaged business enterprise; (iv) having a owned resident business; (v) being a longtime business resident; or (vi) having a local business enterprise with

its principal office located in an enterprise zone. Accordingly, and in addition to the preference points conferred by **Section C.1**, the Department requires that business enterprises so certified must participate in at least 35% of work unless the prime contractor is certified as a small, local or disadvantaged business enterprise.

Offerors will be required to submit a Local Business Enterprise Utilization Plan with their proposals. The Utilization Plan must demonstrate how this requirement will be met and, to the extent possible at this stage in the project, should identify the specific firms that will be used and their respective roles.

### **C.3 Residency Hiring Requirements for Contractors and Subcontractors**

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

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

The Offeror shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of \$100,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services ("DOES") upon execution of the contract; (ii) submit an executed First Source Agreement (Attachment D) to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10<sup>th</sup> of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of \$500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

## **SECTION D EVALUATION AND AWARD CRITERIA**

### **D.1 Evaluation Process**

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

### **D.2 Evaluation Committee**

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

### **D.3 Oral Presentation**

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

#### **D.3.1 Length of Oral Presentation**

Each Offeror will be given up to 30 minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately 15 minutes for the Evaluation Committee to assess the presentation and prepare questions. The Offeror will then respond to questions from the Department's Evaluation Committee for no more than 30 minutes.

#### **D.3.2 Schedule**

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

#### **D.3.3 Offeror Attendees**

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this project. Each Offeror's presentation will be limited to 5 persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of the key areas of responsibility that are deemed essential to the successful completion of the project.

#### **D.3.4 Topics**

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

## **D.4 Proposal Evaluation**

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

### **D.4.1 Experience & References (30 points)**

The Department desires to engage a Real Estate Consultant with the experience necessary to perform the Scope of Work set forth in this RFP. Offerors will be evaluated based on their demonstrated experience in strategic planning, market analysis, lease acquisition, property disposal, lease/contract negotiation and tenant representation. The Offeror must demonstrate familiarity with applicable government leasing requirements and the legal limitations involved therein, specifically Anti-Deficiency laws, budgeting, procurement, Council approval requirements, etc. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. This element of the evaluation will be worth up to Thirty (30) points.

### **D.4.2 Key Personnel (30 points)**

The Department desires that senior personnel be assigned to this project who have experience in commercial real estate brokerage services and real estate transactions. In addition, the Principal-in-Charge should have at least 10 years of demonstrated experience in strategic planning, real estate market analysis, lease acquisition, property disposal, lease/contract negotiation, tenant representation and familiarity with applicable government leasing requirements and the legal limitations involved therein, specifically Anti-Deficiency laws, budgeting, procurement, Council approval requirements, etc. The availability and experience of the key individuals assigned to this project will be evaluated as part of this element. The Real Estate Consultant's Principal-In-Charge must possess at least ten (10) years of experience. Principal-in-Charge is defined as the staff member identified by the Real Estate Consultant as having primary responsibility for and oversight of the performance of all services provided under the Contract. Offerors will submit procedures to explain how they will address potential conflicts between responsibilities under this contract and concurrent representation of landlords or property owners. This element of the evaluation will be worth up to Thirty (30) points.

**D.4.3 Cost (40 points)**

Offerors are required to quote fixed hourly rates and a fixed commission rate on Attachment A. In addition, each Offeror must provide a schedule which shows the level of effort by number of hours and position that the Offeror believes will be necessary for Task 1 and Task 2. This element of the evaluation is worth up to Forty (40) points.

Offeror shall propose a fee structure that satisfies the following requirements:

<b>Task Description</b>	<b>Acceptable Fee Structure</b>
1 – Real Estate Consulting Services	Hourly rates for the key personnel. These rates should be fully loaded rates and should contain amounts sufficient to cover any overhead and profit. On-line research fees, copying, postage, delivery services and long distance phone calls will be reimbursable at cost and without mark-up. For each task or project the Consultant shall provide, upon request by the District, a total maximum price or a fixed price based upon the Consultant’s hourly rates and the specific scope of the particular task assigned.
2 – Real Estate Document Preparation - Prepare Leases and other Real Estate documents (Based upon business terms and forms provided by the District)	Hourly rates for key personnel. These rates should be fully loaded rates and should contain amounts sufficient to cover any overhead and profit. On-line research fees, copying, postage, delivery services and long distance phone calls will be reimbursable at cost and without mark-up. For each task or project the Consultant shall provide, upon request by the District, a total maximum price or a fixed price based upon the Consultant’s hourly rates and the specific scope of the particular task assigned.
3 – Tenant Representation - Site Location, Market Analysis and Lease Acquisition	Offeror will propose a commission rate that will be paid by the Landlord or other Party for each transaction. The District shall otherwise have no liability for services provided if a transaction does not close or the District elects, in its sole discretion at any time, not to proceed with the transaction.

## **SECTION E PROPOSAL ORGANIZATION AND SUBMISSION**

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

### **E.1 Submission Identification**

Submissions shall be proffered in an original and six (6) copies. The Offeror's submission shall be placed in a sealed envelope conspicuously marked: "Proposal for Real Estate Brokerage and Consulting Services."

### **E.2 Delivery or Mailing of Submissions**

Submissions should be delivered or mailed to:

DC Department of General Services  
Attn: JW Lanum  
Frank D. Reeves Center  
2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor  
Washington, DC 20009

### **E.3 Date and Time for Receiving Submissions**

Submissions shall be received no later than 2:00 pm EDT, on **April 21, 2014**. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

### **E.4 Submission Size, Organization and Offeror Qualifications**

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

#### **E.4.1 Bid Form**

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

#### **E.4.2 Disclosure Form**

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

#### **E.4.3 Executive Summary**

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

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

Each Offeror should provide the following information for the principal firm and each of its subconsultants.

- A. Name(s), address(es), and role(s) of each firm (including all sub-consultants)
- B. Firm profile(s), including:
  - i. Age
  - ii. Firm history(ies)
  - iii. Firm size(s)
  - iv. Areas of specialty/concentration
  - v. Current firm workload(s) projected over the next six months
  - vi. Provide a list of any contracts held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration involving the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.
- C. Description of the team organization and personal qualifications of key staff, including:
  - i. Identification of the single point of contact for the Offeror.
  - ii. Resumes for each key participant on the team, including definition of that person's role, relevant project experience, and current workload over the next two years.
  - iii. Relevant certifications, publications, past clients, prior transactions, including square footage, type and volume.

#### **E.4.5 Experience and References**

Each Offeror should submit a response that addresses the requirements of **Section D.4.1** of this RFP.

#### **E.4.6 Key Personnel**

Each Offeror should submit a response that addresses the requirements of **Section D.4.2** of this RFP.

#### **E.4.7 Cost**

The Offeror should submit cost information consistent with the requirements delineated in Section D.4.3.

#### **E.4.8 Local Business Utilization Plan**

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

#### **E.4.9 Tax Affidavit**

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

### **SECTION F PROPOSAL PROCEDURES & PROTESTS**

#### **F.1 Contact Person**

For information regarding this RFP please contact:

Toufique Sayed  
Contract Specialist  
Department of General Services  
2000 14<sup>th</sup> Street, N.W.  
Reeves Center, 8<sup>th</sup> Floor  
Washington, D.C. 20009  
Toufique.Sayed@dc.gov

Any written questions or inquiries should be sent to Toufique Sayed at the email address above.

## **F.2 Pre-proposal Conference**

A pre-proposal conference will be held on **Wednesday April 9, 2014 at 1:00 PM**. The conference will be held at the Frank D. Reeves Center, 2<sup>nd</sup> Floor Community Room, 2000 14<sup>th</sup> Street, NW, Washington, DC 20009. Interested Offerors are strongly encouraged to attend.

## **F.3 Explanations to Prospective Offerors**

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

Requests should be directed to Toufique Sayed at the email address listed in Section F.1 no later than the close of business on **April 14, 2014**. The person making the request shall be responsible for prompt delivery.

## **F.4 Protests**

Protests shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering submissions. In all other cases, a protester shall file the protest within ten (10) days after the protester knows or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

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

## **F.5 Contract Award**

This procurement is being conducted in accordance with the provisions of Section 4716 of the Department's Procurement Regulations (27 DCMR § 4716).

## **F.6 Retention of Submissions**

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

## **F.7 Examination of Submissions**

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

## **F.8 Late Submissions: Modifications**

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

## **F.9 No Compensation for Preparation of Submissions**

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

## **F.10 Rejection of Submissions**

The Department reserves the right, in its sole discretion:

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

## **F.11 Limitation of Authority**

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

## **SECTION G INSURANCE REQUIREMENTS**

### **G.1 Required Insurance**

The Contractor will be required to maintain the following types of insurance throughout the life of the contract.

**G.1.1** Commercial general public liability insurance ("Liability Insurance") against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than One Million Dollars (\$1,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and One Million Dollars (\$1,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage and must be maintained for a period of at least three (3) years after substantial completion occurs.

**G.1.2** Workers' compensation and Employers Liability coverage providing statutory benefits for all persons employed by the Offeror, or its contractors and subcontractors at or in connection with the Work.

**G.1.3** Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

**G.2 Additional Insureds**

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

**G.3 Waiver of Subrogation**

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

**G.4 Strength of Insurer**

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