GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES

Brian J Hanlon, Director
JW Lanum, Associate Director

REQUEST FOR PROPOSALS
SOLICITATION NO. DCAM-13-CS-0095
BROAD BRANCH STREAM RESTORATION AND CULVERT DAYLIGHING PROJECT

Issue Date:	**January 18, 2013**
Proposal Due Date:	**February 8, 2013 by 2:00 p.m. EDT**
Pre-proposal Conference:	**January 29, 2013 at 10:30 a.m. EDT** **2000 14th Street, N. W. 2nd floor** **Washington, DC 20009**
Delivery of Proposals:	**Department of General Services** **Frank D. Reeves** **2000 14th Street, N.W. 8th floor** **Washington, DC 20009**
Contact:	**Kesha Y. James** **2000 14th Street, N. W. 8th Floor** **Washington, D. C. 20009** **Phone: (202) 671-0608**

EXECUTIVE SUMMARY

The Department of General Services ("Department") is issuing this request on behalf of the District Department of Environment ("DDOE) to engage a contractor to provide all but not limited to labor, materials, and other services necessary to complete The Broad Branch Stream Restoration and Culvert Daylighting Project. The Broad Branch is a perennial stream that drains into Rock Creek. The project starts at 36th Street, NW, where the tributary to Broad Branch enters a pipe and ends at Broad Branch Road where the stream will again be piped. This procurement is being funded by the District of Columbia with funds made available by the Clean Water State Revolving Fund (CWSRF) and is subject to reporting and operational requirements of these funds. All Prime Recipient Vendors and subcontractors are subject to audit by appropriate Federal and District entities. The District has the right to cancel, terminate or suspend the contract if the Prime Recipient Vendor or any of its subcontractors fails to comply with the reporting or operational requirements of the CWSRF. See attachment M

A.1 Form of Contract:

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

A.2 Contractor's Compensation:

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

A.3 Procurement Schedule:

The schedule for this procurement is as follows:

- Issue RFP - January 18, 2013
- Pre-proposal Conference - January 29, 2013 at 10:30 am
- Site Visit - January 29, 2013 at 12:00 pm
- Last Day for Questions/Clarifications - February 6, 2013
- Proposals Due - February 8, 2013 at 2:00 pm
- Notice of Award - TBD

A.4 Attachments:

Attachment A - Drawings (Landscape Plans)
Attachment B - Construction Specification
Attachment C - Photos of Existing Conditions
Attachment D - Form of Offer Letter
Attachment E - Disclosure Statement
Attachment F - Tax Affidavit
Attachment G - Davis-Bacon Wage Rate
Attachment H - Bid Guaranty Certification
Attachment I - Bid Bond Form
Attachment J - Subcontracting Plan Form
Attachment K - First Source Employment Agreement
Attachment L - Way to Work Notice and Fact Sheet
Attachment M - Clean Water State Revolving Fund Administrative Conditions
Attachment N - Amendments to Clean Water State Revolving Fund Administrative Conditions
Attachment O - The Federal Water Pollution Control Act

SECTION B

SCOPE OF WORK

B.1 Scope of Work:

The project involves the "daylighting" of a tributary to the Broad Branch watershed in Washington, District of Columbia (District). Broad Branch is a perennial stream that drains into the Rock Creek. Daylighting is the act of restoring to the open air some or all of the flow of a previously covered creek, or stormwater drainage. The project starts at 36th Street NW, where the tributary to Broad Branch enters a pipe and ends at Broad Branch Road where the stream will again be piped. The length of the portion of stream to be daylighted is approximately 1,600 linear feet.

Additionally the project includes the installation of two regenerative stormwater conveyances to stabilize two steep, incised gullies that convey flashy stormwater flows into the newly daylighted tributary. Finally, the restoration effort comprises the establishment of two bioretention cells to treat stormwater from an alley north of Linnean Terrace, NW. (NOTE: A third bioretention cell (Stormwater Recharge Facility #3 on the Plans) will be constructed later is not a part of this Scope of Work.)

The work to be done under this Contract includes, but is not limited to furnishing all labor, materials, equipment, superintendents, transportation and performing all work in strict accordance with the Construction Specifications and Plans.

The Contract covers all aspects of restoring the tributary to Broad Branch. This Contract includes, but is not limited to: site preparation, grading and excavation, backfill and formation of embankments, construction of in-stream rock structures, implementation of adequate erosion and sediment controls, placing channel bedding, constructing stream banks, planting and seeding, installing grass swales and bioretention cells, and all other aspects as outlined in the Construction Specifications and Plans. (NOTE: The plans included as an attachment with this Scope of Work are 95% designs. Some specifications may change during permitting; however these changes are not expected to change the cost of the project.)

B.2 Drawings and Specifications:

See Attachments A and B

B.3 Construction Hours:

The Contractor shall coordinate the work schedules with the Project Inspector before the Contractor begins work on this Contract. No work requiring the presence of the Project Inspector shall be done at night, on weekends, or on Federal holidays, except in case of

emergency and/or with written permission of the Project Inspector. The Contractor shall notify the Project Inspector, in writing, at least two days in advance of such Federal holiday, weekend, or night that the Contractor desires to work and state the place where said work will be conducted.

B.4 General Conditions:

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

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

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

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

B.4.4.1 The Contractor shall repair or remove unsafe or unsanitary conditions.

B.4.4.2 The Contractor shall remove abandoned items and items serving no useful purpose, such as abandoned piping, conduit, wiring, electrical devices and any other items. However, before any appurtenance removal, the work shall be coordinated with the Department's Contracting Officer's Technical Representative (COTR).

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

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

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

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

B.4.7 The Department will hold the industrial hygienist's contracts if hazardous materials are found on the Project site. The selected Contractor shall be required to coordinate abatement efforts with the industrial hygienist as necessary.

B.4.8 The Contractor's scope of work shall include all necessary maintenance of traffic measures, including, but not limited to, signs, flagman, steel plates, etc. The Contractor shall be responsible for preparing any necessary maintenance of traffic plans and for obtaining any required lane closure permits.

B.4.9 The Contractor shall leave the site in a clean and orderly fashion. All trenches shall be neatly and properly filled and seeded in accordance with the drawings, if necessary.

B.4.10 The Contractor shall provide a construction entrance and wheel washing station, if necessary. The Contractor shall prevent the accumulation of mud or dirt on the surrounding rounds and shall be responsible for cleaning and/or removing any such accumulation that may occur.

B.4.11 The costs of any necessary security should be included in the Offeror's lump sum bid.

B.4.12 Contractor's employees shall be subject to background checks. All construction workers and staff working at the site shall be available for drug testing and found drug free within the first five (5) days on the job. Subsequent quarterly testing will follow. If there is suspicion of drug use (erratic or suspicious behavior), the Department reserves the right to call for random testing of an individual or group of workers.

B.4.13 The Contractor shall include three (3) working days (24 work hours) for training and seven (7) calendar days for the facility management to coordinate moves and systems testing per phase in scheduling of the construction duration.

B.5 Personnel:

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

B.6 Licensing, Accreditation and Registration:

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

B.7 Conformance with Laws:

B.7.1 It shall be the responsibility of the Contractor to perform under the contract in conformance with the Department's Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

B.7.2 All necessary environmental permits will be the responsibility of the Property Owners or DDOE and not the Contractor and that they will be obtained prior to award of the Contract.

B.7.3 The Contractor shall work with the Property Owners, and DDOE, in obtaining a District of Columbia, Department of Transportation Public Space permit to construct this project as outlined in the Construction Specifications.

B.7.4 The Contractor shall anticipate complying with the requirements of all laws, regulations, ordinances, and requirements applicable to work under this Contract including, but not limited to the EPA Federal Insert for Construction Grants, and the Administrative Conditions for Federal Clean Water State Revolving Fund projects incorporated as **Attachment M.**

B7.5 The Contractor shall adhere to all laws, regulations, permits, ordinances, safety codes and building code requirements applicable to work done under this Contract. This requirement shall specifically include all current applicable OSHA requirements and any District requirements.

B.7.6 The Contractor shall provide and maintain all necessary guards to mark and prevent intrusion onto work areas.

B.8 Davis-Bacon Act:

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

B.9 Apprenticeship Act:

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

B.10 Time is of the Essence:

Time is of the essence with respect to the contract. The Project must be substantially complete within one hundred twenty (120) days from the date specified in the written Notice to Proceed (NTP). As such, the Contractor shall dedicate such personnel and other resources as necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

B.11 Warranty:

B.11.1 Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship for three years from the completion of the Contract.

B.11.2 If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the opinion of DDOE, are rendered necessary as a result of the use of materials, equipment, or workmanship, which are inferior, defective, or not in accordance with the terms of the Contract, the Contractor shall promptly upon receipt of notice from DDOE and without expense to DDOE, do the following:

B.11.2.1 Place in satisfactory condition in every particular all of such guaranteed work, and/or correct all defects therein.

B.112.2 Make good all damages to the buildings or site, or equipment or contents thereof, which in the opinion of DDOE is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract; and

B.11.2.3 Make good any work or material, or equipment and contents of said building or site disturbed in fulfilling any guarantee.

B.11.3 If, in any cases wherein fulfilling the requirements of the Contract or any guarantee, embraced in or required thereby, the Contractor disturbs any work guaranteed under another Contract, the Contractor shall restore such disturbed work to conditions satisfactory to DDOE, and shall guarantee such restored work to the same extent as it was guaranteed under such other Contract.

B.11.4 If, the Contractor, after notice, fails to proceed promptly with the terms of the guarantee, DDOE may have the defects corrected and the Contractor and the Contractor's surety shall be liable for the expenses incurred.

SECTION C

ECONOMIC INCLUSION

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

General: Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Offerors that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, or being a local business enterprise with its principal office located in an enterprise zone. (A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.) In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror's proposal:

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

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

C.2 SLDBE Participation:

C.2.1 This Request for Proposals (RFP) is designated for the **Open Market** with a 35% SBE Subcontracting Set-Aside for contracts over $250,000.00. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a Subcontracting Plan that is required by law. For construction contracts in excess of $250,000.00,

at least 35% of the dollar volume of the contract shall be subcontracted in accordance with this Section. Offerors shall 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. Offerors shall submit the Subcontracting Plan Form included as **Attachment J** with the Utilization Plan.

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 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; and (v) submit monthly compliance reports to DOES by the 10th of each month.

SECTION D

EVALUATION AND AWARD CRITERIA

D.1 Selection Criteria:
Proposals will be evaluated in accordance with **Part D** of this RFP. The following evaluation criteria will be used:

- Past Performances & References (25 points)
- Key Personnel (15 points)
- Project Management Plan (15 Points)
- Preliminary Construction Schedule (10 points)
- LSDBE Compliance/Utilization (5 points)
- Price (30 points)

D.2 Evaluation Process:

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

D.3 Evaluation Committee:

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

D.4 Oral Presentation:
The Department does not intend to interview Offerors; however, the Department reserves the right to interview Offerors in the competitive range if necessary. If the Department conducts such interviews, each Offeror within the competitive range shall make an oral presentation to the Department's Evaluation Committee, and participate in a question and answer session. The purpose of the oral presentation and the question and answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The submission will be re-scored at the conclusion of the oral presentation.

D.4.1 Length of Oral Presentation

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

D.4.2 Schedule

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

D.4.3 Offeror Attendees

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

D.4.4 Topics

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

SECTION E

PROPOSAL ORGANIZATION AND SUBMISSION

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

E.1 Submission Identification:

Submissions shall be proffered in an original and four (4) copies. The Offeror's submission shall be placed in a sealed envelope conspicuously marked: ***"Broad Branch Stream Restoration"***

E.2 Delivery or Mailing of Submissions:

Submissions shall be delivered or mailed to:

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

E.3 Date and Time for Receiving Submissions:

Submissions shall be received no later than 2:00 pm local time on February 8, 2013. The Offeror assumes the sole responsibility for timely delivery of its submission, regardless of the method of delivery.

E.4 Submission Size, Organization and Offeror:

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

E.5 TECHNICAL PROPOSAL SECTION – VOLUME I

E.5.1 Executive Summary

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

E.5.2 General Information and Firm(s) Data

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

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

B. Firm profile(s), including:

i. Age

ii. Firm history(ies)

iii. Firm size(s)

iv. Areas of specialty/concentration

v. Current firm workload(s) projected over the next year

vi. Provide a list of any contracts held by the Offeror where the contract was terminated (either for default or convenience). This list shall also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.

E.5.3 Disclosure Form

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

E.5.4 Past Performances & References (25 points)

The Department desires to engage a Contractor with the experience necessary to realize the objectives set forth in **Section A** of this RFP. Offerors will be evaluated based on projects the Offeror has worked on in the last five (5) years that are similar to this project. For purposes of this paragraph, similar shall mean: (i) construction projects involving scope, size and budget similar to this project; (ii) knowledge of, and access to, the local subcontracting market; and (iii) knowledge of the local regulatory agencies and Code Officials. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture.

A. The Offeror shall submit detailed descriptions of no more than three (3) projects that best illustrate the team's experience and capabilities relevant to this project. On each project description, please provide all of the following information in consistent order:

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

E.5.5 Key Personnel (15 points)

Offerors shall assign senior personnel to this Project who has experience in completing similar projects on-time and on-budget. The availability and experience of the key individuals assigned to this Project will be evaluated as part of this element. Proposals should identify, at a minimum: the Project Executive; (ii) the Field Superintendent and (iii) the Project Manager responsible for the Project. The Offeror shall provide resumes and any required certifications for the aforementioned key personnel. The availability and experience of the key individuals assigned to this project will be evaluated as part of this element.

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

E.5.6 Project Management Plan (15 points)

Offerors shall to submit a Project Management Plan. The Project Management Plan should clearly explain how the Contractor intends to manage and implement the Project. It should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the plan should: (i) identify the key personnel and their specific roles in managing the Project; (ii) identify the key milestone dates and provide a description of how these dates will be achieved; (iii) provide a skeletal schedule of the work and the phasing of construction; and (iv) describe the key challenges inherent in this Project and explain how they will be overcome or mitigated. The Department will also consider the experience that the team members have working together on similar projects.

E.5.7 Preliminary Schedule (10 points)

Offerors shall submit with their Project Management Plan a schedule that shows the anticipated manner in which the Project will be constructed. The schedule should show sufficient level of detail so as to demonstrate the Offeror's understanding of the Project and the key issues related to the Project.

E.5.8 LSDBE Compliance/Utilization (5 points)

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

E.6 PRICE PROPOSAL SECTION – VOLUME 2

E.6.1 Price

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

E.6.2 Tax Affidavit

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

E.6.3 Bid Guaranty Certification

Each Offeror shall submit the Bid Guaranty Certification substantially in the form of **Attachment H**.

E.6.4 Proposal Bond Form

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

E.6.5 Subcontracting Plan Form

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

SECTION F

BIDDING PROCEDURES & PROTESTS

F.1 Contact Person:

For information regarding this RFP please contact:

Kesha Y. James
Contract Specialist
Department of General Services
2000 14th Street, NW, 8th Floor
Washington, D.C. 20009
Phone: (202) 671-0608

Any written questions or inquiries shall be sent to Kesha Y. James at the address above.

F.2 Pre-Proposal Conference:

A pre-proposal conference will be held on Wednesday, January 29, 2013 at 10:30 a.m. at Frank D. Reeves Center, Community Room 2000 14th Street, NW, Washington DC. Interested Offerors are strongly encouraged to attend. Site visit will take place immediately following pre-proposal.

F.3 Explanations to Prospective Offerors:

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

F.4 Protests:

Protests shall be governed by §4734 of the Department's Procurement Regulations (27 DCMR, Chapter 47). The District of Columbia Contract Appeals Board shall be the exclusive hearing tribunal for bid protests and disputes in connection with decisions by the Chief Contracting Officer (CCO) under §4732 and §4733. Claims shall be made in accordance with Title X of the 2010 Procurement Practices Reform Act.

F.5 Contract Award:

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

F.6 Retention of Submissions:

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

F.7 Examination of Submissions:

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

F.8 Late Submissions/Modifications:

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

F.8.2. Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in F.8.A stated above.

F.8.3. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the submission wrapper or other documentary evidence of receipt maintained by the installation.

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

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

F.9 No Compensation for Preparation of Submissions:

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

F.10 Rejection of Submissions:

The Department reserves the right, in its sole discretion:

A. To cancel this solicitation or reject all submissions.

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

C. To reject submissions that contain conditions and/or contingencies that in the Department's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.

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

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

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

F.11 Limitation of Authority:

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

SECTION G

INSURANCE REQUIREMENTS

G.1 Required Insurance:

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

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

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

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

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

G.1.5 Employers' Liability Insurance: The Contractor shall provide employers' liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $5000,000 for policy disease limit.

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

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

G.1.8 Contractor's Property: Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

G.1.9 Measure of Payment: The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

G.1.10 Notification: The Contractor shall immediately provide the Chief Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Chief Contracting Officer.

G.1.11 Certificates of Insurance: The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this Insurance Section prior to commencing work. Evidence of insurance shall be submitted to:

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

SECTION H

BONDS

H.1 Proposal Bond:

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

H.2 Contractor's Payment and Performance Bond:

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

WATER AND ELECTRIC SERVICE

1. It is the Contractor's responsibility to provide electricity and water, as they are required during construction at the job site.
2. In all cases, the Contractor shall provide all necessary temporary facilities and equipment from point of supply to and about the project.

VIDEOTAPING AND PHOTOGRAPHY

As part of permit requirements, DDOE may arrange for videotaping or photography of the project. By entering into this agreement, the Contractor provides consent for reproduction and release of any images of the Contractor, the Contractor's employees, and any subcontractor and its employees as part of any project documentation.

PROJECT SITE

1. The project is divided into several Project Areas. The boundaries of the Project Areas generally occur at locations where the stream will cross roadways but also include areas on Embassy lands.
2. Project Areas are numbered sequentially in order of work. It is anticipated that the Contractor shall start work at Project Area 1 and proceed sequentially downstream. Only when the preceding Project Area is planted can construction start in the next Project Area.

3. Access to the project site will be from District of Columbia streets using the construction accesses shown on the Erosion and Sediment Control Sheets in the Construction Plans.

UTILITIES

1. The Contractor shall determine the specific location of any underground utilities within Limits of Work, and in areas of access prior to moving equipment on-site, and shall take whatever precautions are necessary to protect underground utilities from damage. The Contractor must notify MISS UTILITY at 1-800-257-7777 at least 48 hours in advance of any work on any Project Area.
2. The Contractor is advised of the presence of overhead utility wires throughout the project. The Contractor shall take whatever precautions are necessary to protect overhead utilities from damage.

MEETINGS

1. The Contractor shall hold Preconstruction Meetings on site with the Project Inspector to inspect site conditions and to plan work activities prior to initiating any work in each Project Area. The Contractor shall secure the written approval of the Project Inspector at the Preconstruction Meeting for the particular method of ingress and egress, place of storage of materials and equipment, etc., prior to beginning work.
2. The Contractor shall contact the following nongovernmental and governmental agencies, at least two week prior to the Preconstruction Meeting:

Preconstruction Meeting Attendees		
Agency	**Name**	**Contact Information**
DC Department of the Environment	Steve Saari Melinda Church	(202) 535-2961 (202) 535-2977
District Department of Transportation	Wayne Wilson	(202) 671-4582
Washington Area Water and Sewer Authority	Nichol Bell	(202) 787-2410
National Park Service	Bill Yeaman	(202) 895-6074
Embassy of Peru	Luis Chang	(202) 261-0272

MAINTENANCE OF ROADWAY

1. At each Preconstruction Meeting, the Contractor with the Project Inspector shall inspect the access roads to the project site. The Project Inspector will document the condition of the access roads.
2. The Contractor is responsible for maintaining the access roads in good condition once construction mobilization starts and through the end of construction. At the end of Construction, the Contractor shall leave the access roads in conditions better or equivalent to conditions prior to construction. All road construction and maintenance costs shall be included in Mobilization.

ADDITIONAL REQUIREMENTS

1. Work Order Changes:
   - The Contractor shall closely monitor quantities of construction materials used during construction.

- The Contractor shall not exceed the estimated quantities for the construction materials provided in the Construction Specifications and Plans, without prior written approval by the Project Inspector.
- The Contractor shall notify the Project Inspector, in writing, if there is a potential that actual quantities used during construction might exceed the estimated quantities. The notification will also include an estimate of the quantity and cost of the materials needed to complete the work.
- If the Contractor fails to get prior written approval by the Project Inspector, the cost of any construction material used will be at the Contractor's expense.

2. Field Notes and Documentation: All field notes, field data forms, photographs, etc. produced as part of the Construction Specifications and Plans are the property of DDOE. These data will not be used, in whole or part, in any professional, scientific, or non-scientific report, paper, or note, published or unpublished or be part of any technical or non-technical presentation without the written permission of the Property Owners and DDOE.
3. Maintenance of Work Area:
   - The Contractor shall take all necessary precautions and measures to protect all properties from damage. Prior to the Project being accepted by the DDOE, the Contractor shall repair all damage caused by construction operations to all public and private property included, but not limited to non-tidal wetlands; roads, walks, fences, and curbs; surface and subsurface utilities, fireplugs, etc.; and trees, shrubs, and plantings. The Contractor shall leave each property in good condition and/or at least equivalent to the condition found prior to undertaking work.
   - The Contractor shall at all time keep the premises free from the accumulation of waste materials, litter, rubbish, surplus materials, etc.
   - The Contractor shall leave the work area clean to at least to equivalent conditions found prior to undertaking the work. The Contractor shall be responsible for removing all trash, litter, and debris from the creek and the staging area(s) at the end of each week and at the end of the Project. The Contractor shall be responsible for arranging a suitable disposal site for waste materials, debris, rubbish, and surplus materials.
   - The Contractor shall be responsible for the removal of materials (including, but not limited to, oils, gasoline, diesel fuel, etc.) spilled or subsided in the creek or in the staging areas. The Contractor is also responsible all liabilities associated with any spills.
   - The work under this Contract includes all necessary temporary items required for good, safe, and sanitary construction practices and administration of the Project.
   - These requirements are subject to the approval of DDOE.
   - The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of employees as may be necessary to comply with the requirements and regulations of the Department of Health or other authorities having jurisdiction, and shall commit no public nuisance.
   - The Contractor shall take measures to minimize dust pollution, such as dampening the access road, whenever necessary. Any measures necessary to reduce dust pollution shall be included in Mobilization.

4. In-stream Work: It is the Contractor's responsibility to maintain all equipment used for in-stream work. No equipment with leaking hoses, leaking fluids, excessive dirt, or other potential water pollutants shall be used for in-stream work. The Project Inspector has the right to inspect all equipment and may designate any equipment as unacceptable if there is any potential for pollutants entering waterways.
5. Should there be any discrepancies between the Drawings and /or field conditions after Award of Contract and prior to start of construction; the Contractor shall bring such discrepancies to the attention of the Project Inspector.
6. The Contractor is responsible for providing security measures to protect workers, equipment, materials, and the work area before, during, and after work hours. Costs for providing security shall be included in Mobilization.