



**REQUEST FOR PROPOSAL
THIRD PARTY QUALITY ASSURANCE SERVICES**

October 2, 2014

Proposal Due Date: **October 23, 2014 by 2:00 p.m. EST**

Proposal Delivery Location: Department of General Services
Contracts & Procurement Division
2000 14th Street, NW 8th Floor
Washington, DC 20009
Attention: JW Lanum

Pre-proposal Conference: **October 8, 2014 by 1:30 pm EST**
Reeves Center Community Room
2000 14th Street, NW 2nd Floor
Washington, DC 20009

Contact: Elouise Fripp
Contract Specialist
Contract & Procurement
Department of General Services
2000 14th Street NW, 8th Fl.
Washington, DC 20009
202.729.2171 Office
202.671.1807 Fax
elouise.fripp@dc.gov

Solicitation Number: DCAM-14-NC-0184

Executive Summary

The Department of General Services (“Department” or “DGS”) is issuing this Request for Proposal (RFP) to establish a list of pre-qualified third party consultants to provide (1) Fundamental and Enhanced Commissioning for LEED Certification, (2) Material Testing and Inspections, (3) Plan Review Services, and (4) Construction Inspections in support of various DGS construction projects. Offerors may submit qualifications and fixed unit prices for one or more of these service categories which are more fully described in Section B of this RFP.

A.1 Type of Contract

The contracts resulting from this RFP shall be indefinite delivery indefinite quantity contracts (ID/IQ) with fixed unit prices.

A.2 Project Delivery Method

Task Orders. The Consultant shall perform services via a written Task Orders issued by the Department. It is contemplated that individual Task Orders shall, in general, contain the following information: (i) a description of the scope of work included in such Task Order; (ii) a price based on the ID/IQ fixed unit prices contract and/or such other terms of compensation for the work included in the Task Order’s scope of work; (iii) the Delivery Date for the Task Order’s deliverables and/or such other schedule requirements for Task Order; and any other specific requirements of the scope of work.

A.3 Value of Contract.

The Consultant shall be entitled to receive a minimum of Two Hundred Fifty Dollars (\$250.00) pursuant regardless of whether any work is assigned to the Consultant via a Task Order. In no event, however, shall the Consultant be entitled to receive more than Nine Hundred Fifty Thousand Dollars (\$950,000.00) per year for work performed pursuant to all Task Orders.

A.4 Consultant’s Compensation

The Consultant shall be paid based on the fixed unit prices in **Attachment A**. With the exception of the cost reimbursement items listed in Section A.5, these fixed unit prices shall be the Consultant’s sole compensation for the work performed.

A.5 Cost Reimbursement

The Consultant will be paid on a cost reimbursement basis reasonable amounts for travel if the home office is located more than 30 miles outside of the District of Columbia and, copy and reproduction services.

A.6 Form of Contract

Offerors should carefully review the Form of Contract, which will be

provided as an addendum, 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.7 Selection Criteria

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

- Qualifications, Experience & References (40 points)
- Key Personnel (30 points)
- Price (30 point)

A.8 Procurement Schedule

| | |
|--------------------------------------|----------------------------|
| Issue RFP | October 2, 2014 |
| Pre-proposal Conference | October 8, 2014 at 1:30 pm |
| Last Date for Question/Clarification | October 13, 2014 |
| Proposal due | October 23, 2014 at 2:00pm |
| Notice of Award | November 10, 2014 |

A.9 Attachments

Attachment A - Offer Letter and Bid Form

Attachment B - First Source

Attachment C - Living Wage Act

Attachment D - Disclosure Statement

Attachment E - Tax Affidavit

SECTION B SCOPE OF WORK

B.1 CATEGORY 1 - FUNDAMENTAL AND ENHANCED COMMISSIONING FOR LEED CERTIFICATION

- a. The Commissioning Consultant shall provide the services set forth herein, as well as any incidental services necessary for the full and adequate completion of services in strict accordance with all applicable local, state and federal laws rules and regulations. The Commissioning Consultant staff shall be prepared to attend project meetings and other specially called meetings as determined by the DGS Representative. The Commissioning Consultant shall respond to the DGS

Representatives for weekly reports, scheduling and coordination, for Project Close-out, and;

1. Develop and submit a commissioning plan within 30 for days of Notice to Proceed and assist with its utilization.
2. Review design intent and basis of design documentation (prepared by others).
3. Assist with incorporation of commissioning requirements into the construction documents.
4. Verify installation, functional performance, training and operation and maintenance documentation.
5. Prepare a commissioning report and related systems documentation to be included in the Systems Manual.
6. Provide follow-up services to ensure that the systems continue to operate as intended, with building staff and occupants, within 10 months after substantial completion.

b. The Commissioning Consultant shall provide adequate commissioning progress and final results reports on previously approved forms and provide sufficient copies to the DGS Representative for his/her distribution to the construction Consultant and architect/engineer. Depending on the specific nature of the project, commissioning services may be rendered at any phase of the project. DGS renders commissioning consultant services during the Design Phase, prior to the bidding phase and throughout the Construction Phase. The Consultant's Commissioning Plan should reflect this layout.

c. The objective for DGS projects is to achieve Silver or higher rating from the US Green Building Council (USGBC) for LEED new construction or LEED Schools. The commissioning of systems is an important part of the LEED process. This shall include all work required to verify that fundamental building elements and systems are designed, installed, and calibrated to operate as intended.

d. The Commissioning Consultant must meet USGBC's membership and registration criteria throughout the life of this contract. The Commissioning Consultant must submit all required documentation to USGBC to obtain all registrations, certifications, and approvals. LEED certification project registration fees and other USGBC review fees will be reimbursed to the Commissioning Consultant.

B.1.1 Commissioning Services

The Commissioning Consultants shall perform services which include but are not limited to the following, in order to verify and ensure that all mechanical, electrical and other building systems are designed, documented, installed and operate as intended in accordance with ASHRAE Guideline 1-1996, The HVAC Commissioning Process. DGS will review these services and customize them on a project by project basis.

B.1.2 Design/Pre-Design Phase Services

1. Review Owner's Program for criteria that defines how the building will be used, special user needs, occupancy requirements, and type of building construction proposed, required system functions, and any other special project requirements.
2. Review and help define related energy, air quality and environmental performance criteria.
3. Start development of the Systems Manual.
4. Assist Owner in responding to questions raised by developers and consultants.
5. Assist Owner and Architect with the evaluation of the proposals submitted for compliance with the commissioning criteria and requirements.
6. Provide periodic reviews of the mechanical and electrical design at each defined point in the design process, and verify that the design conforms to the original design intent. Provide special emphasis on the functionality and maintainability of all proposed systems.
7. Provide periodic reviews of the design intent and basis of design documentation at each defined point in the design process. Verify that revisions are incorporated as required.
8. Commence development of the Commissioning Plan, incorporating specific requirements of the related systems as they are identified. The commissioning Consultant shall completely define the scope of work, including systems included, roles and responsibilities of all participants, proposed scheduling, required documentation, acceptance procedures, training requirements and post acceptance involvement of the Consultant.
9. Review construction documents and specifications for proper inclusion of the commissioning processes to be required during the construction, acceptance and post acceptance phases of the project. Sufficient detail shall be provided to allow the consultants to properly establish the scope of services required for the commissioning process.
10. Provide final review of the construction documents for compliance with the current design intent document, and prepare report for Owner's review.
11. Continue development of the Systems Manual.

B.1.3 Construction Phase Services

1. Review construction Consultant submittals for compliance with the design intent. Special emphasis will be placed on systems submittals such as building automation and fire alarms, to ensure that they include all information needed by the DGS operations staff.
Identify members of the commissioning team and conduct periodic meetings to resolve conflicts, report progress of the commissioning process, identify urgent work and identify current deficiencies. The Commissioning Consultant shall include representatives of the DGS operation and maintenance group in the process as early as possible.
2. Finalize the Commissioning Plan with all team members and start implementation.

This plan shall detail the schedule of inspections during construction, establish the schedule for verification and functional performance testing, and detail the process for reporting and correcting deficiencies, and establish procedures for operator training.

3. Review project specific startup procedures and checklists for each item of equipment and for each overall system.
4. Review proposed interface methodology and individual screen content for each control and monitoring system to establish desired information and standards for implementation early in the construction process. The focus of this effort will be to ensure sufficient information is provided to the operator in a consistent format to simplify this important interface.
5. Conduct periodic site visits to observe construction progress with special emphasis on the status of each system installation and schedule of start-up, testing and balancing activities.
6. Develop the operation and maintenance (O&M) manual to ensure that all appropriate material is included.
7. Continue reviews of design intent and basis of design documentation to verify that all material is kept up to date for inclusion in the final project manual.
8. Develop the systems operation descriptions for subsequent use during training and as part of the O&M manual.
9. Verify proper documentation and scheduling of all start-up, testing-adjusting-balancing, and calibration activities.
10. Where appropriate, perform early functional performance verification of one unit on systems with many similar components to establish procedures to be used for all remaining units to maximize the efficiency of the construction process.
11. Review construction phase documentation for compliance with the contract requirements.

B.1.4 Acceptance Phase Services

1. Review testing, adjusting and balancing reports for completeness and accuracy. Perform spot re-check of selected test data.
2. Verify the functional performance of all operating equipment and systems through review of test reports and observation of testing procedures. Perform spot re-check of selected equipment and systems. Where seasonal testing of systems is appropriate, testing shall be scheduled during the appropriate heating or cooling season.
3. Verify that all required training activities occur and that the DGS operations and maintenance staff accept responsibility for each item of equipment and each system.
4. Verify that all documentation is completed, including O&M manuals, as-built records, and the Systems Manual.
5. Review energy consumption data with respect to project goals and to establish a baseline for future performance evaluations.
6. Complete the final commissioning report, and prepare material for future

re-commissioning activities.

B.1.5 Post Acceptance Phase Services

1. Provide periodic site visits during the first year of operation to assist the DGS operations staff resolve open issues and help answer questions.
2. Observe additional seasonal performance testing as required by specific systems.
3. Review utility consumption data for one year of operation to verify that the actual building performance is consistent with expectations.
4. One month prior to the end of warranty periods verify that all claim issues have been resolved (11th Month Warranty Walk).

B.1.6 Inspection Services:

Consultant shall also provide inspection services for the architectural installations, such as:

1. Architectural (Roofing, Bldg. Envelope, Waterproofing)
2. Structural
3. Mechanical
4. Electrical etc. component locations
5. Wall-floor sleeves, openings locations

Environmental and Physical testing for:

1. Dust Level
2. Noise Level
3. Hazmat Level
4. Crack and deformation monitoring , and

Other Construction and Quality Assurance Inspection Services:

1. Demolition Inspections
2. Inspections requested by DGS Representative

B.2 CATEGORY 2 - MATERIAL TESTING AND INSPECTIONS

The Consultant will be required to provide the testing and inspection services set forth herein on current and future modernization projects, as well as any incidental services necessary for the full and adequate completion of the services in strict accordance with all applicable local, state and federal laws rules and regulations, including but not limited to, Building Codes, relevant IB Codes and American Society for Testing and Materials (ASTM) references. All Laboratory testing shall be accomplished in a certified laboratory. Inspectors and testing staff shall be

prepared to attend Project progress meetings and other project related meetings as required. The Consultant shall provide daily and/or individual occurrence reports of Special Inspections and Testing results on forms approved by the Contracting Officer Technical Representative (COTR) and provide sufficient copies to the project team. The Services shall be performed at hourly billing rates and/or sampling and testing unit prices.

B.2.1 Geotechnical Engineer of Record and Soils Observation and Testing

The geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the project. A technician with a nuclear gauge shall perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing ASTM D2922, D3017, and ASTM D1 556 methods and other applicable ASTM methods. Laboratory maximum density and optimum moisture determination shall be performed in accordance with ASTM D1 557 or D698 methods and other applicable ASTM methods. Asphalt pavement placement and testing shall be performed in accordance with and other applicable ASTM methods.

The Testing and Inspection Consultant shall:

- a. Perform a site reconnaissance, reviewing the geotechnical engineering report for this project, reviewing the drawings, and preparing a transfer of geotechnical engineer of record responsibility letter;
- b. Provide project management, consultation during construction, preparation of daily field, foundation excavation observation, and final grading reports;
- c. Ensure soils conditions are in conformance to soils report; Perform Foundation Inspections;
- d. Perform caisson, drilled piers or driven piles inspection;
- e. Provide as-graded soils report;
- f. Observe and test during site clearing and mass grading;
- g. Observe the foundations excavations for structures;
- h. Observe and test during backfilling of utility trenches;
- i. Observe and test during backfilling around retaining walls;
- j. Observe and test during sub-grade preparation and base rock placement in asphalt paved areas;
- k. Observe and test during asphalt concrete placement.
- l. Perform the following Sampling and Testing of Materials and Work-in-Place testing in accordance with ASTM test methods.
 - 1) Soil, Aggregate & Asphalt
 - 2) Maximum Dry Density
 - 3) Expansion Index (ASTM D4318)
 - 4) R-Value
 - 5) San Equivalent
 - 6) Sieve Analysis (ASTM C136)
 - 7) Hveem Stability

- 8) Asphalt Extraction (ASTM 2172)
- 9) Hardness and Abrasion
- 10) Atterberg limits (ASTM 4318)
- 11) No. 200 Sieve Analysis (ASTM D422)
- 12) Specific Gravity C127/C128
- 13) Asphalt and Asphaltic Concrete Gradation (ASTM C136)
- 14) Asphalt and Asphaltic Concrete Specific Gravity (ASTM D 1188)
- 15) Asphalt and Asphaltic Concrete Stability & Flow Marshall (ASTM D1 559)
- 16) Asphalt and Asphaltic Concrete Abrasion (ASTM C131)
- 17) Asphalt and Asphaltic Concrete Unit Weight (ASTM D2726)
- 18) Asphalt Cores

Observation and testing shall consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the Consultant in any way from his obligation and responsibilities under the construction contract. Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the job site.

B.2.2 Concrete/Mix Design Review

- a) Inspection services shall be provided for concrete, pre-stressed concrete, reinforcing steel and pre-stressing steel, batch plant, insulating concrete, lightweight concrete, field sampling (slump, air entertainment, unit weight and yield tests), concrete coring, proof testing (installed epoxy & non-shrink grout bolts) and proof testing (installed wedge and expansion anchors).
- b) The Consultant shall review the proposed concrete mixes in its laboratory for conformance with the specifications.
- c) The Consultant shall perform the following tests:

. Concrete Compression Tests:

- a) Concrete Cylinders (ASTM C29)
- b) Concrete Cores (ASTM C39)
- c) Lightweight Concrete (ASTM C495)
- d) Insulating Concrete (ASTM C332)

. Concrete Flexural Tests:

- a) Flexural Test (ASTM C293/C78)

. Steel Reinforcing:

- 1) Tensile (ASTM A615)
- 2) Bend (ASTM A615)
- 3) Steel Tagging, Pick-up & Delivery

. Concrete Aggregate:

- a) Conformance Test (ASTM C33)

- (Sieve Analysis, Deleterious Substances & Soundness)
- b) Finish Floor Flatness Test

B.2.3 Reinforcing Steel Placement

Prior to the pours, the Inspection and Testing Consultant shall inspect the reinforcing steel placement to determine that it is according to Consultant and specifications. The Consultant shall check:

- a. Size and spacing of bars;
- b. Location and length of splices;
- c. Clearances;
- d. Cleanliness of bars;
- e. Spacing tolerances;
- f. Proper support of steel with ties.

B.2.4 Concrete Placement

During the pours, the Testing and Inspection Consultant shall be on-site continuously, as required by Code, to monitor placement. The Contractor shall:

- a. Determine that no bars are displaced during the pouring;
- b. Observe cleanliness of steel;
- c. Determine adequacy of placement and vibratory equipment;
- d. Determine proper delivery rate of concrete and monitor batch times;
- e. Determine that the correct mix is being utilized;
- f. Monitor slump of each truck;
- g. Record temperature of air and concrete;
- h. Cast cylinders for compression tests at the specified frequency;
- i. Perform air checks, if required by specifications, during concrete placement;
- j. Observe anchor bolt/dowel installation operations to determine hold depth, embedment and cleanliness, as well as materials and workmanship. The Consultant shall inspect to determine all dowels are installed in accordance with contract documents and/or manufacturer's requirements.

B.2.5 Compression Testing

The Testing and Inspection Consultant shall transport all samples to the laboratory for compression testing in strict accordance with ASTM requirements. Compression test reports shall be distributed to the appropriate parties.

B.2.6 Masonry Mix Design Review

- a. The Testing and Inspection Consultant's duties shall include the following:

1. Review mill test certifications of block and reinforcing steel;
 2. Inspect to determine size and spacing of dowels;
 3. Inspect to determine that cleanouts are provided for high-lift grouting methods;
 4. Inspect proper lay-up of block units;
 5. Inspect reinforcing steel prior to grouting;
 6. Inspect dowels, anchor bolts and inserts, to make sure they are in place and properly secured prior to grouting;
 7. Inspect to determine proper consolidation of grout;
 8. Check that curing requirements are being followed.
- b. The Testing and Inspection Consultant shall review the proposed grout and mortar mixes in the laboratory for conformance with the specifications.
- c. During preparation of masonry wall prisms, the Consultant shall perform sampling and placement of all Masonry units, placement of reinforcement, inspection of grout space immediately prior to closing or cleanouts and during all grouting operations.
- d. The Consultant shall perform Laboratory Tests as follows:
- **Masonry Compression Tests**
 - a) Mortar
 - b) Grout
 - c) Masonry Prism
 - d) Masonry Cores
 - e) Shear Tests - Masonry Cores
 - f) Dry Shrinkage - Masonry Units
 - g) Sample Pick-up & Delivery
 - **Steel Reinforcing**
 - a) Tensile
 - b) Bend
 - c) Steel Tagging, Pick-up & Delivery
 - **Concrete Aggregate**
 - a) Conformance Test
(Sieve Analysis, Deleterious Substances & Soundness)

B.2.7 Structural Steel

- a. The Testing and Inspection Consultant shall provide inspection services for the following:
- 1) Field Welding
 - 2) High Strength Bolting
 - 3) Metal Decking
 - 4) Welded Stud Connectors
 - 5) Fabrication Shop
- b. The Testing and Inspection Consultant shall provide the following Non-Destructive Examinations (Field Testing) in strict conformance with ASTM standards:

- 1) Ultrasonic Examination
- 2) Magnetic Particle Examination
- 3) Liquid Penetrant Examination
- 4) Radiographic Examination

c. The Testing and Inspection Consultant shall provide the following Non-Destructive Examinations (Fabrication Shop Testing):

- 1) Ultrasonic Examination
- 2) Magnetic Particle Examination
- 3) Liquid Penetrant Examination
- 4) Radiographic Examination

d. Laboratory Tests High strength bolts:

- 1) Hardness Test (ASTM A325)
- 2) Tensile Strength (ASTM F606)

B. 2.8 Other

a. The Testing and Inspection Consultant shall provide inspection services for the Architectural Installations such as the following:

- 1) Architectural (Roofing, Bldg. Envelop, Waterproofing etc.),
- 2) Structural,
- 3) Mechanical,
- 4) Electrical etc. component locations,
- 5) Wall-Floor sleeves, openings locations

b. The Testing and Inspection Consultant shall provide Environment and Physical testing for:

- 1) Dust Level
- 2) Noise Level
- 3) Hazmat Level
- 4) Crack and deformation monitoring

B.3 CATEGORY 3 - PLAN REVIEW SERVICES

The Consultant shall provide Plan Review Services under the Department of Consumer and Regulatory Affairs (DCRA) Plan Review Program, which certifies Plan Reviewers. The Consultant shall review any of the following disciplines provided that it has been approved by DCRA to review that disciplines:

- Elevators
- Structural/ Non-Structural
- Mechanical
- Plumbing
- Electrical
- Fire and Life Safety
- Green Compliance Review

As detailed in the DCRA Plan Review Procedure Manual, the Consultant acknowledges that it is in compliance with all of the conditions of the Program and attests that the personnel involved under the Program are qualified in accordance with the applicable statutes, regulations and this Manual. The Consultant has an obligation to update DCRA in writing if any material information previously submitted to DCRA and DGS COTR in its status should change.

The scope of work for Plan Review does not include reviews that fall under the purview of the following agencies or administrations:

- Office of the Zoning Administrator
- The District Department of Transportation
- The District Department of the Environment
- Department of Health
- Historic Preservation Review Board
- U.S. Commission of Fine Arts
- DC Water and Sewer Authority
- Washington Metropolitan Area Transit Authority

Plan Review services are subject to DC Government Law, Rules and Regulations. The third party agent must be on the DCRA list of approved agents and licensed to practice until full project completion. A copy of all certification documentation must be submitted to the COTR.

Conflict of Interest Statement. The Plan Review Consultant's firm shall not be owned or controlled by the Owner of the Project, the General Contractor, the Subcontractors or any person or entity responsible for the construction or management of the Project, the registered design professionals of the Project or their firms, any Permit Expediter (permit runner) or any other party or entity associated with the Owner's interest in the Project.

The Consultant and/or plan reviewer shall not have served or serve on the same Project, as an advisor or consultant to the Owner or the design team in connection with code matters for which the Consultant or reviewer is providing, Plan Review services to the Department.

A person, or a firm with which that person is affiliated as an owner or employee, who has performed any work for a project for which the property owner or the authorized agent has elected to use Plan Review Agencies, including inspectors of architectural and structural plans, mechanical plan, plumbing plan, and electrical plan, shall not be eligible to serve as a Plan Review Consultant for any component on the Project.

B.4 CATEGORY 4 - CONSTRUCTION INSPECTIONS

The Consultant will be required to provide Construction Inspection Services under the Department of Consumer and Regulatory Affairs Third Party Inspection Program, which certifies third party inspectors and allows them to conduct these types of inspections:

- Electrical
- Plumbing
- Mechanical
- Construction
- Fire and Life Safety
- Elevator
- Specialty

By undertaking code compliance inspection duties, the Consultant acknowledges that it is in compliance with all of conditions of the Program and attests that the personnel involved under the Program are qualified in accordance with the applicable DC statutes and regulations and the DCRA Third Party Inspections Procedure Manual.

Conflict of Interest Statement. The Third Party Inspection Consultant shall not be owned or controlled by the Owner of the Project, the General Contractor, the Subcontractors or any person or entity responsible for the construction or management of the Project, the registered design professionals of the Project or their firms, any Permit Expediter (permit runner) or any other party or entity associated with the Owner's interest in the Project.

The Consultant and/or Inspector shall not have served or serve on the same Project, as an advisor or consultant to the Owner or the design team in connection with code matters for which the Inspection Agency or Inspector is providing Third Party Inspections.

A person, or a firm with which that person is affiliated as an owner or employee, who has performed any work for a project for which the property owner or the authorized agent has elected to use Third Party Inspection Agencies and/or Inspectors, including inspectors of architectural and structural plans, mechanical plan, plumbing plan, and electrical plan, shall not be eligible to serve as a Construction Inspection Consultant for any component on the Project.

SECTION C ECONOMIC INCLUSION

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

C.1.1 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:

- (a) Three (3) preference points for having a small business enterprise.
- (b) Five (5) preference points for being a resident business owner.
- (c) Five (5) points for having a longtime resident business.
- (d) Two (2) preference points for local business enterprise.
- (e) Two (2) preference points for being a local business enterprise with its principal office located in an enterprise zone.
- (f) Two (2) preference points for disadvantaged business enterprise.
- (g) Two (2) preference points for veteran-owned business enterprise.
- (h) Two (2) preference points for local manufacturing business enterprise.

Offerors may qualify for more than one of these categories above, however the maximum number of preference points available is 12 points.

C.1.2 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 CBE Participation

DGS 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 an owned resident business; (v) being a longtime business resident; or (vi) having a local business enterprise with its principal office located in an enterprise zone. 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 the contract.

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

C.3 Residency Hiring Requirements for Contractors and Subcontractors

At least fifty-one percent (51%) of the Offeror's Team and every sub consultant's employee hired after the Offeror enters into a contract with DGS, or after such sub consultant 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 sub consultants shall submit to DGS 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 (**Attachment B**).

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, sub consultants, and suppliers with contracts in the amount of \$100,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services ("DOES") upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the **10th** of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade Consultants and subConsultants with contracts in the amount of \$500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

SECTION D CONFORMANCE REQUIREMENTS

D.1 CONFORMANCE WITH LAWS

It shall be the responsibility of the Contractor to perform the Agreement in conformance with the Department's Procurement Regulations (27 DCMR§ 4700 et seq.) and all statutes, laws codes, ordinances, regulations, rules, requirements and orders of governmental bodies, including, without limitation, the U.S. Government and the District of Columbia government; and it is the sole responsibility of the Contractor to determine the Department's procurement regulations, statutes, laws, codes, ordinances, regulations, rules, requirements and orders that apply and their effect on the Contractor's obligations thereunder.

D.2 LICENSING, ACCREDITATION AND REGISTRATION

The Contractor and all of its subcontractors and 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.

D.3 STANDARD CONTRACT PROVISION

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 are applicable to this solicitation and resulting contract.

D.4 SERVICES CONTRACT ACT

The Service Contract Act is applicable to this Contract. As such, the Contractor and its subcontractors shall comply with the wage and reporting requirements imposed by the Act.

D.5 LIVING WAGE ACT

The Living Wage Act is applicable to this Contract. As such, the Contractor and its subcontractors shall comply with the wage and reporting requirements imposed by the Act (Attachment C)

SECTION E EVALUATION AND AWARD CRITERIA

E.1 Evaluation Process

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

E.2 Evaluation Committee

Each submission shall be evaluated 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 DGS.

E.3 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 contracts will be awarded to the contactors with the highest evaluated scores.

E.3.1 Qualifications, Experience & References (40 points)

Offerors will be evaluated based on their demonstrated experience in (i) Fundamental and Enhanced Commissioning for LEED Certification, Material Testing and Inspections, Plan Review Services, and Construction Inspections for each category the Offerors submit a proposal; (ii) knowledge of, and access to, the local subcontracting market; (iii) firm and facility license and certifications; and (iv) 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.

The Department desires to engage a Consultant with the experience necessary successfully complete the required work as described in Sections A and B of the RFP respectively. The Offeror shall submit the following to demonstrate the Offeror's relevant experience and capability to provide the services described in Section B;

- a. A minimum of three (3) detailed descriptions of projects to include the following that best illustrate the team's experience and capabilities:
 1. Project name and location;
 2. Name, address, contact person and telephone number for owner reference;
 3. Description of the work performed by the Offeror; including comparisons to the work of this solicitation and Offeror's role on the project;
 4. Time period;
 5. Identification of personnel involved who are proposed under this contract to work; and
 6. Award and final construction cost (provide actual figures for completed projects).
- b. Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms are completed and submitted on behalf of the Consultant directly to Elouise Fripp at elouise.fripp@dc.gov by the due date for proposals (F.3).

E.3.2 Key Personnel (30 points)

The Offeror's personnel should have the necessary experience and licenses to perform the required work. Offerors should include within the proposal a description of the Consultant's organization and qualifications of key staff, including:

- i. Identification of the single point of contact for the Consultant.

- ii. Organizational chart illustrating reporting lines and names and titles for key participants proposed.
- iii. Resumes for each key personnel, including definition of that person's role, relevant project experience, and current workload over the next two years

E. 3.3 Price Proposal (30 points)

Each Offeror shall submit The Offer Letter and Fixed Unit Price Spreadsheet substantially in the form of Attachment A for which the Offeror proposes to provide the required services.

SECTION F 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.

F.1 Submission Identification

Submissions shall be proffered in an original and eight (8) copies. The Offeror's submission shall be placed in a separate sealed envelope conspicuously marked: "Technical Proposal for Third Party Quality Assurance Services" and Price Proposal for Third Party Quality Assurance Services.

F.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

The Department of General Services
Contracts & Procurement Division
Attn: JW Lanum
2000 14th Street NW,
Washington, D.C. 20009

F.3 Date and Time for Receiving Submissions

Submissions shall be received no later than **2:00** pm E.D.T., on **October 23, 2014**. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

F.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. DGS 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:

F.4.1 First Source

The Consultant and the Consultant's subcontractors shall comply with the District of Columbia's First Source Employment Act via **Attachment C**.

F.4.2 Disclosure Form

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

F.4.3 Executive Summary

Each Offeror should provide a summary of no more than one page that gives a brief introduction of the Consultant's firm.

F.4.4 General Team Information and Firm(s) Data

Each Offeror should provide the following information for the principal Consultant firm and each of its sub consultants.

- 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 year

F.4.5 Qualification, Experience and References (40 points)

Each Offeror should submit the information requested in E.3.1 of the RFP.

F.4.6 Key Personnel (30 points)

Each Offeror should submit the information requested in E.3.2 of the RFP

F.4.7 Price Proposal (30 points)

The Offeror shall include the completed Offer Letter and Fixed Unit Price Spreadsheet (Attachment A) for which the Offeror proposes to provide the required services.

F.4.8 Tax Affidavit

Each Offeror must submit a tax affidavit substantially in the form of **Attachment E**. 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 G BIDDING PROCEDURES & PROTESTS

G.1 Contact Person

For information regarding this RFP please contact:

Elouise Fripp
Contract Specialist
Department of General Services
Contracts & Procurement Division
2000 14TH Street NW 8th Floor
Washington, DC 20009
Phone: (202) 698-7760

Any written questions or inquiries should be sent to Elouise Fripp at the address above or to elouise.fripp@dc.gov.

G.2 Pre-proposal Conference

The pre-proposal conference will be held on October 8, 2014 at 1:30 pm EST. The conference will be held at the Reeves Center Community Room District's 2000 14th Street, NW, 2nd Floor, Washington, DC 20009. Interested Offerors' are encouraged to attend.

G.3 Explanations to Prospective Offerors'

Each Offeror should carefully examine this RFP 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 Elouise Fripp at the address listed in Section F.1 no later than 4:00 pm on **October 13, 2014**. The person making the request shall be responsible for prompt delivery.

G.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 Regulations; the more stringent provisions shall prevail.

G.5 Contract Award

This procurement is being conducted in accordance with the provisions of Section 4712 of the Department's Procurement Regulations (27 DCMR § 4712).

G.6 Retention of Submissions

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

G.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.

G.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.

G. 9 No Compensation for Preparation of Submissions

DGS 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.

G.10 Rejection of Submissions

DGS 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 DGS'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 Proposal.

G. 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 H INSURANCE REQUIREMENTS

H.1 Required Insurance

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

H.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 Five Million Dollars (\$1,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Five Million Dollars (\$1,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage.

H.1.2 Workers' compensation and Employers Liability coverage providing statutory benefits for all persons employed by the contractor, or its consultants and subcontractors at or in connection with the Work.

H.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.

H.2 Additional Insured's

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

H.3 Waiver of Subrogation

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

H.4 Strength of Insurer

All insurance shall be placed with insurers that are reasonably acceptable to DGS 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.