



DEPARTMENT OF GENERAL SERVICES

Request for Proposal

ASSET MANAGEMENT SERVICES

(SET ASIDE MARKET)

April 1, 2013

Proposal Due Date: April 22, 2013 by 2:00pm

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

Pre-proposal Conference: April 12, 2013 at 10:30am

To be held at:

Frank D. Reeves Center
2nd Floor Community Room
2000 14th Street, NW
Washington, DC 20009

Contact: DeArrin Mickles
Department of General Services
Contracts & Procurement Division
2000 14th Street, NW, 8th Floor
Washington, DC 20009
Phone: (202) 698-7760
Email: dearrin.mickles@dc.gov

Solicitation Number: DCAM-13-NC-0121

SECTION A

A.1 Executive Summary

The Department of General Services (“Department” or “DGS”) is seeking a Contractor to provide professional Asset Management Services for the District-owned property known as DC USA Retail Mall (“DC USA”) located at 3300 14th Street N.W., Washington, DC. DC USA consists of 3 units: a Condominium Unit (Unit 1); a Retail Unit-Target Corporation (Unit 2) and a Parking Garage (Unit 3). The District is the owner of the parking garage. The Contractor shall take necessary actions and render any decisions that are required to be made by the District pursuant to the Declaration of Parking Operations (Attachment H) and the Declaration for DC USA Condominium and DC USA Condominium by-laws (Condominium Documents) (Attachment I) and in compliance with applicable law. This procurement is **Set-Aside** for firms certified by the Department of Small Business Development.

A.2 Form of Contract

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

A.3 Contractor’s Compensation

The Contractor will receive a lump sum management fee that will be paid in twelve equal monthly installments. The management fee will be the Contractor’s sole method of compensation and should include sufficient funding for all of the Contractor’s costs associated with providing the required services.

A.4 Attachments

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|--------------|-----------------------------------|
| Attachment A | Offer Letter |
| Attachment B | Disclosure Statement |
| Attachment C | Tax Affidavit |
| Attachment D | First Source Employment Agreement |
| Attachment E | Service Contract Act |
| Attachment F | Living Wage Act |
| Attachment G | Past Performance Evaluation Form |
| Attachment H | Declaration of Parking Operations |
| Attachment I | Condominium Documents |
| Attachment J | Parking Management Agreement |

SECTION B SCOPE OF WORK

The Contractor shall provide professional Asset Management Services for the DC USA Retail Mall located at 3300 14th Street, N.W. Washington, DC. DC USA consists of 3 Units: Condominium (Unit 1); Retail-Target Corporation (Unit 2) and a Parking Garage (Unit 3). The District is the owner of Unit 3(Parking Garage).

B.1 Requirements

B.1.1 Supervision of Parking Operator

In accordance with Exhibit C of the Declaration of Parking Operations, the Contractor shall maintain supervision of the Parking Operator, including at minimum the following:

- a. Monitor Parking Operator's operation of the parking garage as a parking facility and its performance under the Parking Management Agreement. Provide all actions and render all decisions required to be made by District under the Parking Management Agreement (Attachment J), subject to the Declaration of Parking Operations (Attachment H).
- b. Monitor the Parking Operator's compliance with the Condominium By-Laws (Attachment I) and the Declaration of Parking Operations. Provide all actions and render all decisions required of the District.
- c. Monitor the Parking Operator's revenue collection and control system. Monitor the Parking Operator's expense payment system. Recommend changes to the District as required.
- d. Periodically review the cleaning schedules and procedures for the portion of the cleaning that is the responsibility of the Parking Operator.
- e. Ensure compliance with Parking Operator's repair and maintenance responsibilities, including but not limited to snow removal at ramps, repainting of stall markings, repair or replacement of parking directional signs, repair or replacement of ticket dispensing machines, payment equipment and parking control equipment and maintenance of the parking offices.

Ensure Parking Operator's compliance in accordance with the Declaration of Parking Operation policies and procedures, including: emergency procedures, drug testing procedures, procedures for termination of discourteous and unprofessional personnel, operational procedures regarding the valet system, monthly risk assessment inspections, towing procedures, and customer relations procedures.
- f. Periodically review equipment proposed to be leased or purchased by the Parking Operator, including the need to replace existing equipment from time to time.
- g. Review the monthly financial report generated by the Parking Operator for the preceding calendar month to ensure accurate accounting and clerical accuracy. Identify and resolve budget and accounting issues.

- i. Advise on the selection of a Parking Operator at expiration or termination of the current operator's initial term. Assist in negotiations of any future Parking Operator management contract or extension thereof with a party selected as the Parking Operator.
- j. Monitor Parking Operator's compliance with licensing, operational permits and insurance requirements.
- k. Monitor Parking Operator's staffing levels in relationship to patron volume and as necessary to fulfill the parking objective, guidelines, rules and regulations adopted by the Parking Operations Committee, and make recommendations to increase or decrease staffing levels as appropriate.
- l. Participate in monthly risk assessment inspections with the Parking Operator.
- m. Interface with the Parking Operator, the Managing Agent of the Unit Owners Association and the security company for the parking garage, where applicable, in the event that emergencies arise in the parking garage and work closely with the appropriate parties to develop immediate solutions.
- n. Work with Parking Operator to prepare a marketing plan for parking garage as a parking facility that will identify rate stratification and segmentation strategies, as well as targets and capture strategies for demand generators that may bring additional business to the parking garage, subject however to the Parking Objectives, and review with and approval by the Parking Operations Committee as and when applicable as provided for in the Declaration of Parking Operations.
- o. Procedures for conducting monthly asset management assessments of the Parking Unit, and quarterly meetings with the Parking Operations Committee and the Unit Owners Association.

B.1.2 Property Management Responsibilities

The Contractor shall at a minimum, provide the following property management related tasks:

- a. Hire and supervise all employees or outside vendors necessary or reasonably desirable for the repair and maintenance of the parking garage.
- b. Supervise routine maintenance and repair of existing equipment and systems of the parking garage.
- c. Obtain service contracts from qualified third party vendors as required. Recommend to the District and as required, provide for preventive maintenance contracts.
- d. Provide and supervise staff, or retain outside Contractors as required to repair or maintain items or systems within or about the parking garage that are the responsibility of the District (as indicated in Schedule A of the Bylaws of the Condominium) including, but not limited to:

- i. exterior items for which the District is responsible including roll down doors and gates at the garage entry, soffits above the parking ramp entry, the facade adjacent to parking entry ramp, the walls of the garage ramps, the lighting on the garage ramps and exterior parking signage;
 - ii. miscellaneous interior items including repair or replacement of the insulated ceiling at the P-1 level, firestopping, expansion joints in the garage curbs, guardrails, wall protection/comer guards and interior doors/hardware
 - iii. mechanical, electrical, plumbing and fire protection items in the parking garage, including the dry sprinkler system, domestic water piping, natural gas piping, sump pumps and sewage ejectors, plumbing fixtures, elevator pit pumps/drainage,
 - iv. HVAC unit condensate piping, sanitary sewer/vent branch piping, under slab drainage piping, floor drains/trench drains, louvers, garage exhaust fans/ductwork, HVAC units, supply, exhaust ductwork, dampers, pipe and duct insulation, building management systems, mechanical rooms, grilles, registers and diffusers, unit heaters, service switchgear/transformers, panelboards/disconnect switches, motor control centers, heat tracing, electrical conduits, wiring, interior/exterior receptacles, interior lighting and emergency lighting, CO monitoring system, and fire alarm system including wiring/devices/panels, fire alarm central station systems and equipment.
- e. Coordinate with the Unit Owners Association all physical alterations or other physical improvement to the parking garage, and other areas that the District seeks to undertake, all pursuant to the Condominium documents and the Declaration of Parking Operations, as applicable or that the Unit Owners Association may elect to make including, but not limited to, those involving the security systems and facilities of the parking garage. Advise the District on alternatives as appropriate.
 - f. Coordinate all structural, mechanical, electrical or other installations or any physical alterations or other physical improvement that the District is required to make by law or governmental requirement including, but not limited to, statutes or regulations pertaining to air quality, environmental protection, or provisions for persons with disabilities.
 - g. To the extent necessary, recommend and coordinate periodic painting of parking garage.
 - h. Maintain initial illumination levels in the parking garage, its (appurtenant) Limited Common Element areas and easement areas, including, but not limited to replacement of bulbs or fixtures that are not the responsibility of the Parking Operator.
 - i. Properly make emergency repairs as required and make unscheduled or unbudgeted repairs and capital improvements immediately if, in the judgment of the Asset Manager, these repairs or improvements are necessary to avoid adversely impacting the patrons' perceptions of the Condominium and its retail operations.
 - j. Provide a periodic review of maintenance standards and procedures.
 - k. Provide regular walkthroughs to determine that the Parking Operator is keeping

the parking garage in clean, presentable and sanitary condition. Recommend to the District and the Parking Operations Committee, special cleaning, graffiti removal or power washing as required.

- l. Contract for reasonable periods and upon commercially reasonable terms in the name and at the expense of the District, for gas, electricity, water and such other services as are being furnished to the parking garage.
- m. Obtain rebates and credits which may accrue under various utility agreements.
- n. Advise each Unit Owner of the condition, and the need for maintenance or repair, or as appropriate replacement of signage of a Unit Owner or of its tenants/occupants permitted in the parking garage pursuant to Section 11 of the Declaration of Parking Operations.

B.1.3 Security Responsibilities

The Contractor shall ensure that at a minimum the following security related tasks are provided:

- a. Monitor the Unit Owners Association's development and implementation of the security plan and protocols for the parking garage, including selection and retention of a security company to provide protective services that includes:
 - i. Provision of protection for parking lot patrons and their vehicles from criminal activity;
 - ii. Reporting criminal activity on and immediately surrounding the parking lot to local police;
 - iii. Provision of written, detailed, and informative daily activity reports for the lot;
 - iv. Notifying the Department of General Services at (202) 727-8000 of any activity requiring police attention at the site, no later than 12 hours following the incident.
- b. Cooperate with Unit Owners Association, the Managing Agent of the Condominium and other Unit Owners regarding the implementation and operation by the Unit Owners Association of security program and protocols for the parking garage.
- c. Coordinate with the Managing Agent in the development and implementation by the Parking Operator of its operational plans to be followed upon the occurrence of any of the following:
 - i. Vehicular damage
 - ii. Bomb threats
 - iii. Spilling of automotive fuel and other hazardous materials
 - iv. Carbon monoxide build-up
 - v. Injury to persons or property
 - vi. Fire

- vii. Theft, robbery, or other criminal activity
 - viii. Acts of terrorism
 - ix. Weather emergencies.
- d. Conduct periodic walkthroughs with Unit Owners Association's representatives, including the Managing Agent of the Condominium, and the security company management team to review security parameters, strategies and potential procedural changes as required.
 - e. Monitor the Unit Owners Association's review and oversight of the security company's performance of security plan and protocols for the parking garage.
 - f. Periodically review and make recommendations to the Unit Owners Association on the security company's procedures for: handling emergency response procedures; selection of personnel; staffing levels in the parking garage parking operations; selection of management personnel and standards of management supervision; procedures for drug testing; procedures for termination of discourteous and unprofessional personnel; and procedures and policies for the inspection of vehicles.
 - g. Monitor staffing levels of approved security plan in relationship to perceived need for the parking garage and its operations, and provide advice to the Managing Agent of the Unit Owners Association regarding the same, including suggested changes thereto. Review requests received by Unit Owners Association regarding the need for increased security staffing as required for special events or as dictated by the time of the year (i.e. Holidays, Back to School season, etc.) or other considerations, and advise the Managing Agent with regard to the same.
 - h. Consult with the Managing Agent of the Unit Owners Association and the security company providing security services with regard to the parking garage, and recommend to the District, the Managing Agent and Unit Owners Association additional, or changes in security equipment needed to provide at least the level of security necessary to meet the Parking Objectives. Assist and advise the District in relation to the procurement, installation, training and operation of the recommended security equipment.
 - i. Confirm that the insurance level of security services provider corresponds to the minimum insurance requirements.
 - j. Assist District, as appropriate, in advising the Unit Owners Association on the process of replacing or procuring the security services Contractor at the expiration or termination of the security services Contractor's agreement for the parking garage.

B.2 Qualifications

The Contractor shall meet the following minimum qualifications:

- a. Have a minimum of five (5) years prior experience of providing asset management services for a Comparable Parking Facility.
- b. Currently be providing asset management services for no less than five (5) facilities qualifying as a Comparable Parking Facility

- c. Have strong financial credentials and qualifications (as determined by the District in its reasonable discretion)

B.3 Compliance

The Contractor shall ensure at a minimum the following compliance related requirements are provided:

- a. Perform the obligations of the District under and in compliance with the Condominium Documents and the Declaration of Parking Operations.
- b. Interface with Parking Operations Committee and particularly on Parking Operations Committee deliberations and decisions.
- c. Maintain all permits necessary for the use and occupancy of the parking garage, other than those operational permits that are the responsibility of the Parking Operator.
- d. Oversee alterations or modifications of parking garage necessary to comply with any written notice from a governmental authority regarding compliance with laws.
- e. Manage the remediation of environmental matters arising with regard to the parking garage.
- f. Notify the District within 24 hours, (together with copies of supporting documentation), after (i) any notice of violation of any governmental requirements under federal, state and local laws, ordinances or regulations, of which the Asset Manager shall have received written notice, (ii) any lawsuits or threats thereof involving the parking garage of which the Asset Manager shall have received written notice, (iii) any fire or other damage to the parking garage of which the Asset Manager has actual knowledge and (iv) any material defect in the parking garage of which the Asset Manager shall have received actual written notice.
- g. Ensure that the insurance coverage for the parking garage and its operation as a parking facility comply with the minimum requirements of the Declaration of Parking Operations.
- h. Notify, reasonably promptly, the District's General Liability Insurance carrier and the District of any personal injury or property damage occurring to or claimed by each Unit Owner, any tenant of a Unit Owner, occupant of any Unit and any third party on or with respect to the parking garage of which the Asset Manager has actual knowledge and forward to the carrier, reasonably promptly, with copies to that Owner, any summons, subpoena or other like legal documents served upon the Asset Manager relating to actual or alleged, potential, liability of that Owner, the Asset Manager, or the Unit Owners Association.
- i. Maintain detailed records (including all reports and support documents) with respect to the management and operation of the parking garage as a parking

facility and retain such records for a period of three (3) years. The District, and its outside accountants and/or auditors, shall have the right to inspect such records at any time upon written notice during regular business hours.

B.4 Budgeting

The Contractor shall provide at a minimum, the following budget related requirements:

- a. Prepare a budget to include: 1) Operating Expenses and Gross Revenue (as defined in the Parking Management Agreement); 2) the cost of operation, maintenance, repairs and capital improvements on and to parking garage, and the appurtenant Limited Committee Elements and easement areas to be performed for the District *under the Declaration of Parking Operations and the Condominium By-laws* 3) the District's assessments under the Condominium for the budgeted period; and 4) reserves for operations, capital expenditures and Emergency Situations; provided that, where the District is Unit No. 3 Owner, the budget shall be prepared in sufficient time to be part of the budgeting process of the District for its forthcoming fiscal year but in any case no later than 180 days prior to the beginning of each fiscal year for the Condominium.
- b. Prepare annually a capital expenditure plan for the parking garage and its appurtenant Limited Common Element areas and easement areas for the upcoming fiscal year of the Condominium.

B.5 Reporting

The Contractor shall ensure at a minimum, the following reporting requirements are met:

- a. Provide the District within 30 days following the end of each quarter a statement of operations setting forth in reasonable detail the revenues and expenses arising out of the operation, maintenance and repair of parking garage for the prior quarter. Indicate the variance thereof to the then applicable budget and any Shortfall Fundings made by the Unit Owners Association.
- b. Provide one or more monthly reports to the District that include:
 - i. Commentary regarding financial results for the month including a variance analysis, analysis of accounts receivable, ticket statistics and related issues (ticket loss and potentially lost revenue), as well as recommended solutions to all issues documented in the monthly commentary.
 - ii. Initiatives identified by Asset Manager during the month and recommended action plans to capture the additional revenue, implement the operating efficiency, reduce expenses, resolve identified safety issues, as well as new technological innovations that may create expense reduction opportunities, enhance revenue control, and improve customer service.

- iii. Marketing initiatives and compliance with goals established for revenue production in the marketing plan.
- iv. Significant problems and/or opportunities that occurred or were identified during the month and the recommendations that were made and implemented to resolve the problems and capture the benefit of each opportunity.
- v. Significant personnel, insurance, or facility issues that occurred during the month and the resolution of same.
- vi. Significant maintenance issues that were identified during the month and the resolution of such issues.
- vii. Any incidents of non-compliance with the Condominium Instruments of the Declaration of Parking Operations.
- viii. Recommendations for any actions that require explicit approval from the District.
- ix. Prepare a quarterly parking rate survey of parking garage as a parking facility and Comparable Parking Facilities, with any recommendations for parking rate adjustments that might be proposed for implementation to the Parking Operations Committee to capture additional revenue.

B.6 Communication with Department

The Contractor shall maintain regular communication with the Department with, at minimum, monthly meetings to address performance and operating issues and any questions that the Department or the Contractor may have.

B.7 Licensing, Accreditation and Registration

The Contractor and all of its subContractors (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.8 Conformance with Laws

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

B.9 Service Contract Act and Living Wage Act

The Service Contract Act (Attachment E) and the Living Wage Act (Attachment F) are applicable to this procurement. As such, the Contractor and its trade subContractors shall comply with the wage and reporting requirements imposed by these Acts.

SECTION C ECONOMIC INCLUSION

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

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

- (a) Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- (b) Five (5) preference points shall be awarded if the Offeror is certified as being a resident business owner.
- (c) Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business.
- (d) Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- (e) 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.
- (f) Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.
- (g) Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.
- (h) Two (2) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise.

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

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 Fl.
Washington, DC 20001
(202) 727-3900 (Telephone Number)
(202) 724-3786 (Facsimile Number)

C.2 SLDBE Participation

An Offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. 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 contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted with a firm certified by Department of Small and Local Business Development as (i) a local business enterprise; (ii) a small business enterprise; (iii) a disadvantaged business enterprise; (iv) a resident owned business; (v) a longtime business owner; or (vi) a local business enterprise with its principal office located in an enterprise zone.

C.3 Residency Hiring Requirements for Contractors and SubContractors

At least fifty-one percent (51%) of the Offeror's staff and each subContractor's employees hired after the Offeror enters into a contract with the Department, or after such subContractor enters into a contract with the Offeror, to perform the required work, shall be residents of the District of Columbia.

Upon execution of the contract, the Offeror and all of its subContractors 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, as amended, and all successor acts thereto and the rules and regulations promulgated thereunder. The Offeror and all subContractors with contracts in the amount of \$300,000 or more shall be required to comply with the above-referenced D.C. Code provisions, and such compliance requires the Contractor to: (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, or as required by the D.C. Code.

SECTION D EVALUATION AND AWARD CRITERIA

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

D.1 Evaluation Committee

Each submission will be evaluated by an Evaluation Committee in accordance with this Section D. The Evaluation Committee will prepare a written report summarizing its findings and submit the same to the Contracting Officer. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the Contracting Officer will select the Offeror whose submission is determined to be the most advantageous to the District.

D.2 Proposal Evaluation

Each proposal will be scored on a scale of 100 points. In addition, eligible Offerors will receive up to 12 preference points as described in Section C.1 of the RFP. Thus, the maximum number of points possible is 112. Proposals will be evaluated based on the following evaluation factors:

- a. Relevant Experience and Past Performance – (20) points
- b. Key Personnel and Staffing – (20) points
- c. Operating Plan – (20) points
- d. Price – (40) points

SECTION E PROPOSAL ORGANIZATION AND SUBMISSION

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

E.1 Submission Identification

Submissions shall be proffered in an original and six (6) copies. The Offeror's submission shall be placed in a sealed envelope conspicuously marked: "Solicitation DCAM-13-NC-0121 Asset Management Services"

E.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

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

E.3 Date and Time for Receiving Submissions

Submissions shall be received no later than 2:00 pm EST, on April 18, 2013. The Offeror assumes the sole responsibility for timely delivery of its submission, regardless of the method of delivery.

E.4 Submission Size and Organization

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 the following separate sections:

E.5 Technical Proposal

E.5.1 General Information and Data

Each Offeror shall provide the following information for the prime Contractor and its subcontractors, if any.

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

- a. Offeror's profile(s), including:
 - i. Age

- ii. History(ies)
- iii. Size
- b. Description of the Offeror's existing workload providing parking management related services; and
- c. Provide a list of any contracts held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror.

E.5.2 Relevant Experience and Past Performance

The Department desires to engage a Contractor with the experience necessary to successfully perform the required services. Offerors will be evaluated based on demonstrated experience with providing asset management services as those described in Section B. The Offeror shall provide the following information:

- a. Description of the offerors relevant experience and past performance providing asset management services for a Comparable Parking Facility in the past five (5) years as described in section B.2a
 - i. Name, location and owner of contract;
 - ii. Description of work performed by the Offeror including a comparison to the requirements of this solicitation and constraints on performance of work;
 - iii. Contract amount and time period (start and finish dates);
 - iv. Name, title, address, email address and telephone number of a verifiable representative of the Owner. The Offeror shall be responsible for ensuring valid and accurate contact information;
 - v. Indicated the percentage and type of contract work performed by subContractors; if utilized. Describe what aspect of the statement of work was performed by subContractors.
- b. Description of the facilities the offeror is currently providing asset management services as described in section B.2b
- c. Ensure that a minimum of three (3) Past Performance Evaluation Forms (Attachment G) are completed by the contracting entity identified above in E.5.2a And submitted to dearrin.mickles@dc.gov by the closing date and time for proposals. If the Offeror is a team, or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team, or joint venture. This element of the evaluation will be worth up to twenty (20) points.

E.5.3 Key Personnel and Staffing

The Department desires that the offeror provides at a minimum the following:

- a. Identification of Key Personnel with a discussion of the availability and relative experience for each.

- b. Resumes and any required licensing, certificates for key personnel.
- c. Orgazational chart showing all staff/positions or positions to be utilized by the offeror to successfully perform the required services.
- d. Percentage of time devoted to the contract

E.5.4 Operating Plan

The Contractor shall, at a minimum provide the following to describe the Contractor's Operating Plan. This element of the evaluation will be worth up to twenty (20) points:

- a. Describe how the offeror will complete the required services, including implementation.
- b. Describe how the offeror will perform the delivery of the contract requirements, including supervision of the Parking Operator (Section B.1.1), Property Management (Section B.1.2) and Security Responsibilities (Section B.1.3)

E.6 Price

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

The Department desires to award this contract in the most cost effective manner possible. Offerors will be evaluated based on the Offeror's proposed management fee.

E.7 Oral Presentation

The Department currently 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.

E.7.1 Length of Oral Presentation

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

E.7.2 Schedule

If interviews are conducted, 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.

E.7.3 Offeror Attendees

If interviews are conducted, 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 3 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.

E.7.4 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 F BIDDING PROCEDURES & PROTESTS

F.1 Contact Person

For information regarding this RFP please contact:

DeArrin Mickles
Department of General Services
Contracts & Procurement Division
2000 14th Street, NW, 8th Floor
Washington, DC 20009
Phone: (202) 698-7760
Email: dearrin.mickles@dc.gov

Any written questions or inquiries should be sent to DeArrin Mickles at the email address above.

F.2 Pre-proposal Conference

A pre-proposal conference will be held on April 12, 2013 at 10:30 am EST. The conference will be held at the Department of General Services, 2000 14th Street, NW 2nd Floor Community Room. Interested Offerors are encouraged to attend.

F.3 Explanations to Prospective Offerors

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

Requests should be directed to DeArrin Mickles at the address listed in Section F.1 no later than 4:00pm on April 15, 2013. The person making the request shall be responsible for prompt delivery.

F.4 Protests

All protests alleging defects in this solicitation shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734); provide a clear and concise statement of the legal and factual grounds of the protest, including copies of relevant

documents, and citations to statutes, regulations or solicitation provisions claimed to be violated; and, be filed in writing with the District of Columbia Contracts Appeals Board (“CAB”), pursuant to title X of the Procurement Practices Reform Act of 2010 (“PPRA”) (D.C. Official Code § 2-360.01 *et seq.*). Protests alleging defects in this solicitation, which are apparent prior to bid openings, 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 later incorporated 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, protests shall be filed not later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. To expedite handling of protests, forward courtesy copies of protests to the Department’s Chief Contracting Officer (“CCO”) with “Protest” labeled on the envelope.

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

F.5 Contract Award

This procurement is being conducted in accordance with the provisions of Section 4712 of the Department’s Procurement Regulations (27 DCMR § 4721).

F.6 Retention of Submissions

All submissions shall be retained by the Department and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the submissions shall become the property of the Department and the Department shall 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

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.

Any modification of a submission, including a modification resulting from the CCO’s request for best and final offers, is subject to the same conditions as in F.7 stated above.

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.

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.

Submissions shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of submissions.

F.9 No Compensation for Preparation of Submissions

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

F.10 Rejection of Submissions

The Department reserves the right, in its sole discretion:

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

F.11 Limitation of Authority

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

F.12 Non-Responsive Pricing

In general, the Department will consider a proposal non-responsive if Offeror's price is greater than 150% of the median price submitted by other Offerors. The Department reserves the right to deem a proposal non-responsive if Offeror's price is greater than 150% of the independent government estimate.

SECTION G INSURANCE REQUIREMENTS

G.1 Required Insurance

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

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 Two Million Dollars (\$2,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Two Million Dollars (\$2,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage and must be maintained for a period of at least three (3) years after the contract term.

Workers’ compensation and Employers Liability coverage providing statutory benefits for all persons employed by the Contractor, or its Contractors and subContractors at or in connection with the Work.

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

G.2 Additional Insureds

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

G.3 Waiver of Subrogation

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

G.4 Strength of Insurer

All insurance shall be placed with insurers 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.