The Washington Convention and Sports Authority (t/a Events DC) is soliciting proposals from qualified contractors to provide abatement and demolition services for RFK Stadium.

This Request for Proposal (RFP) has a thirty-five percent (35%) set-aside for certified Small Business Enterprises (SBEs) under the provisions of the “Small and Certified Business Enterprise Development and Assistance Amendment Act of 2014” (the “Act”) (D.C. Law 20-108; D.C. Code § 2-218.01 et seq.)

Interested parties can view a copy of the RFP by accessing Event DC’s e-procurement website at www.wcsapex.com.

Key Dates

RFP Release Date: Thursday, September 5, 2019

MANDATORY Site Visit: 10:00 AM EST, September 20, 2019

Proposal Due Date: 3:00 PM EST, Friday, October 25, 2019

Primary Contact

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Email: KShort@eventsdc.com
Phone: (202) 249-3215
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SECTION A - INTRODUCTION

A.1 The Washington Convention and Sports Authority is an independent authority of the District of Columbia Government (“District”) and operates as a corporate body with a legal existence separate from the District. The Authority trades as “Events DC” and is governed by a twelve-member Board of Directors appointed in accordance with D.C. Code 10-1202.05. Its day-to-day operations are managed by its President/Chief Executive Officer.

A.2 Events DC has the responsibility to, among other things, promote, develop and maintain the District as a location for sporting and entertainment events, concerts, trade shows, conventions, meetings, and other special events. In that regard, it manages and/or operates a number of venues, including the Walter E. Washington Convention Center, the Carnegie Library at Mt. Vernon Square, Robert F. Kennedy Memorial Stadium (“RFK Stadium”) and its surrounding campus (which includes the Festival Grounds, The Fields at RFK Campus, and Skate Park), the non-military portion of the DC Armory, Gateway DC, the R.I.S.E. Demonstration Center, Nationals Park, and the Entertainment and Sports Arena.

A.3 The RFK Campus covers approximately 190 acres of contiguous land along the Anacostia River. RFK Stadium is a 47,000-seat multipurpose facility prominently located along the city’s east-west axis comprising its monument corridor. The open-air stadium, which opened in 1961, measures nearly eight-hundred thousand gross square feet across five levels – 100 level (below grade), 200 level, 300 level, 400 level and 500 level. The facility is of concrete and steel-frame construction with precast concrete, granite panel and aluminum spandrel exteriors, built-up and thermoplastic roof system. The land beneath the stadium and constituting the surrounding campus is owned by the federal government (Department of Interior, National Park Service) and leased to the District. Building drawings and site map are included in the Attachments tab in APEX.

A.4 Events DC is seeking to engage a qualified contractor (“Contractor”) to provide abatement and demolition services for RFK Stadium located at 2400 East Capitol Street Southeast, Washington, DC 20003. Events DC desires to demolish RFK Stadium as part of the overall redevelopment of the RFK Campus.

A.5 The general scope of work includes abatement, selective demolition, super structure demolition, cutting/capping of utility infrastructure, removal and disposal of all debris and contaminated soils, and filling and grading the site. Events DC expects the project to be substantially completed no later than the Fall of 2021.

[End of Section A]
SECTION B - GENERAL INFORMATION

B.1 GENERAL DESCRIPTION OF WORK

(a) Events DC seeks an experienced Contractor to provide abatement and demolition services for RFK Stadium (the “Work”).

(b) Events DC contemplates award of a Lump Sum Contract. The Base Term of the Contract will be two (2) years from date of award.

(c) The Contractor shall conduct all work in consultation with Events DC’s designated on-site representative, the Contracting Officer’s Technical Representative (“COTR”). Contact information for the COTR will be provided at the time of Contract award.

(d) Vendors wishing to respond to this RFP (“Offerors”) must register in the Events DC procurement system, APEX (www.wcsapex.com). Responses must be submitted both electronically and via hard copy. An Offeror’s response must include two (2) separate submissions: a “Technical Proposal” and a “Cost Proposal”, as outlined in Section H and Section I.

B.2 CONTRACTOR QUALIFICATIONS

To be considered for award of the Contract, the Offeror must:

(a) Have at least seven (7) years of experience in providing demolition and abatement of similar facility types (e.g., stadium, arenas, ballparks, convention centers) and/or other buildings measuring approximately one million square feet or more;

(b) Have experience with demolition and abatement projects in an urban setting;

(c) Have experience providing community engagement services in connection with large demolition/abatement projects.

(d) Possess all licenses required by District and Federal law to provide the Work set forth in Section C.

B.3 PRE-PROPOSAL CONFERENCE/SITE VISIT

(a) A Mandatory Pre-Proposal Conference/Site Visit (“Pre-Proposal Conference”) will be scheduled 10:00 AM EST, Friday, September 20, 2019 for all prospective Offerors. Notification of intent to attend must be provided via e-mail to Kiara Short at kshort@eventsdc.com.

(b) Prospective Offerors shall meet at the Robert F. Kennedy Stadium at 2400 E. Capitol St., SE, Washington, DC 20003, Lot 5, Media Room. The number of individuals representing each prospective Offeror is limited to three (3).

(c) The purpose of the Pre-Proposal Conference is to provide an opportunity to walk the site and ask informal questions and answers. If a prospective Offeror desires a binding answer to any
question asked and answered informally at the Pre-Proposal Conference, the question must be submitted in writing through the APEX system (see Section B.4).

(d) Offerors that fail to attend the mandatory Pre-Proposal Conference are automatically disqualified from submitting a response to this RFP.

B.4 QUESTIONS

(a) If a prospective Offeror has any questions relative to this RFP, the Offeror must submit the questions in the APEX system via the “Q&A” Tab of the APEX Bid to receive a binding answer. Any question asked and answered outside of the APEX system will be considered informal and non-binding.

(b) Questions must be received no later than 5:00 PM EST on Friday, October 18, 2019. Events DC will not consider any questions received after this date.

(c) Events DC will furnish responses promptly to the requesting prospective Offeror and to other prospective Offerors if deemed by Events DC to be necessary to prepare a complete and accurate proposal, or if the lack of a copy of the response would be prejudicial to any other prospective Offeror.

[End of Section B]
SECTION C - SCOPE OF WORK

C.1 GENERAL REQUIREMENTS

In general, the selected Contractor shall be responsible for all equipment, labor and materials necessary for abatement, selective demolition, super structure demolition, disconnection/capping/demolition of utility infrastructure, removal and disposal of all debris and disturbed contaminated soils, and fill and grading at the RFK Stadium (the “Project”). More specifically, the Contractor’s scope of work shall consist of the following:

(a) Within sixty (60) days of Contract award, Contractor shall develop a master plan and sequencing schedule for the Project. The master plan shall include proposed means and methods to complete the Project.

(b) Contractor shall perform selective demolition work as required. Events DC is evaluating aspects of selective demolition for the purposes of re-use or re-sale, which may include scoreboards, ribbon boards, plaques, and spectator seating. Upon request, Contractor shall provide an inventory of items to be removed/salvaged. Except for items or materials indicated to be reused, salvaged, or otherwise indicated to remain Events DC’s property, demolished materials shall become the Contractor’s property and shall be removed from the site with further disposition at the Contractor’s option. Notwithstanding the foregoing, Contractor shall comply with all applicable recycling requirements.

(c) Contractor shall contact all relevant utilities (including gas, water/sanitary, power and telephone/data) to (i) determine the location of any underground utilities located at the site; (ii) ensure that service has been disconnected; and (iii) properly cap off all utilities as appropriate in accordance with all applicable legal requirements. If any utility services are needed during the Project, Contractor shall be responsible for coordinating with the utility companies and making any necessary modifications to the utilities to provide temporary services during the Project. Certain utilities serving the stadium should be protected, preserved, cut and capped at the mains for future development on the site.

(d) Any depressions resulting from the removal of underground utilities, building foundations or other items shall be filled to grade with clean fill and compacted to 95%.

(e) Contractor shall inspect and test the stadium and Project site for possible asbestos, polychlorinated bi-phenyls, or other hazardous materials and shall be responsible for obtaining permits for removal and disposal work, establishing hazardous materials safety and handling programs and other related work in accordance with all applicable environmental laws. All environmental consulting or engineering services forming a part of the work shall be performed by a licensed engineer employed by Contractor.

(f) Asbestos, polychlorinated bi-phenyls and other hazardous materials, if any, shall be disposed of in a properly licensed facility in accordance with all applicable environmental laws or other legal requirements. Contractor shall provide Events DC with a list of all disposal facilities for approval prior to disposing of any hazardous materials. Contractor shall promptly provide all original waste manifests and other evidence of proper disposal following removal of any hazardous materials from the site.
(g) Following the removal of all on-grade improvements, underground improvements and debris, Contractor shall grade all disturbed surface areas.

(h) Events DC and the Contractor shall share responsibility for the demolition/raze permit. Events DC shall have the primary responsibility for determining which entity (DCRA, the National Park Service, or both) have jurisdiction and responsibility for issuing the demolition/raze permit or other approvals. The Contractor shall utilize a permit expeditor and shall be responsible for preparing the necessary documents, submitting the application, and engaging permit expeditors to track and manage the process. Events DC shall sign such documents as may be necessary and shall provide such information and support as required.

(i) Permanent security fencing must be installed around the stadium site at the end of the Project (temporary fencing may be utilized during demolition).

C.2 MANAGEMENT SERVICES

(a) The Contractor shall maintain full-time, on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings and daily work log.

(b) The Contractor shall attend bi-weekly meetings with the COTR and Events DC staff to review Project status and to coordinate community and stakeholder engagement as necessary. The Contractor shall attend and provide Project updates at community meetings as requested by the COTR.

(c) The Contractor shall provide a written monthly report that includes at a minimum:
   1. A current status with an updated schedule analysis;
   2. An updated cost report;
   3. A monthly review of cash flow; and
   4. Professional grade progress photos that include close-in photographs and documentation.

(d) The Contractor shall manage the change order process with the trade subcontractors to verify validity, purpose, and cost.

(e) The Contractor shall prepare payment requests, verify accuracy and forward for approval and payment.

(f) The Contractor shall assemble all required close-out documents.

C.3 SCHEDULE OF WORK

The demolition work for the stadium will be performed while the remainder of the RFK Campus (i.e., The Fields, Festival Grounds, Skate Park, and parking areas) are hosting a full schedule of events. In consideration of these events, the Contractor shall:

(a) Comply with Events DC’s “Rules of the Jobsite for Contractors”, included for reference in the Attachments Tab in APEX;
(b) Anticipate some work being performed in the evenings and/or on weekends;

(c) Make appropriate provisions to minimize noise and dust and to centralize work, storage and staging areas;

(d) Ensure that all of its staff and subcontractor staff remain within assigned work areas so as not to encroach upon the Events DC’s clients’ right to peaceably conduct their licensed business during the construction period; and

(e) Work in conjunction with the COTR to coordinate all construction work and delivery and storage of materials.

C.4 SITE SAFETY AND CLEAN-UP

(a) The Contractor will be required to provide a safe and efficient site. Controlled access shall be required.

(b) The Contractor shall be responsible for maintaining the site for the duration of the Project.

(c) Contractor shall be responsible for hauling-off and disposing of hazardous materials and any contaminated soil encountered during the Project.

(d) The Contractor shall be responsible for the cost of all temporary construction necessary on the site and install the necessary construction fences to properly secure the site.

(e) The Contractor shall provide and post general safety/warning signage in and around the Project site and see that each subcontractor prepares and adheres to adequate safety programs throughout the Project.

C.5 STAFFING AND KEY PERSONNEL

(a) The Contractor shall provide the staffing, organization, and expertise required to perform the required services including at a minimum a Project Executive, Project Manager, Field Superintendent and Community Engagement Coordinator to serve as the point of contacts for Events DC.

(b) The Contractor team shall have an organizational structure that establishes reporting lines and lines of accountability among the Contractor team’s members, staff, consultants, and subcontractors as applicable, and facilitates an efficient and effective approach to the completion of the required services.

(c) The Contractor is required to notify the COTR of any changes to its key personnel. Any personnel changes that, in Events DC’s sole discretion, could result in a decline in the performance of the Contractor may result in the termination of the Contract. If for any reason the key personnel must be replaced, the Contractor shall immediately submit justification (including proposed substitutions). The Contractor shall not reassign key personnel or appoint replacements without written consent from the COTR.
(d) Contractor shall not subcontract any of the services to any subcontractor without the prior written consent of the COTR. Any service so subcontracted shall be performed pursuant to a subcontract agreement, which the COTR will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the Subcontractor shall be subject to every provision of the Contract. Notwithstanding any such subcontract approved by the COTR, the Contractor shall remain liable to Events DC for all services required hereunder.

C.6 CONFORMANCE WITH LAWS

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

C.7 TIME OF ESSENCE

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

[End of Section C]
SECTION D - CONTRACT TERM, DELIVERABLES AND PERFORMANCE

D.1 TERM OF CONTRACT

(a) The Base Term of the Contract shall be for two (2) years from date of award.

(b) Events DC has the right to extend the term of the Contract for two (2) one-year Option periods, or successive fractions thereof, by written modification to the Contract before expiration, provided that Events DC gives the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. The preliminary notice does not commit Events DC to an extension. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the COTR prior to expiration of the Contract. The exercise of an Option is subject to the availability of funds at the time the Option is exercised.

(c) Services to be required will be determined at the time each Option is exercised.

(d) If Events DC exercises an Option, the Contract shall be considered to include the Option provision.

D.2 DELIVERABLES

The Contractor shall provide to the COTR, at a minimum, the deliverables set forth below.

<table>
<thead>
<tr>
<th>DELIVERABLE</th>
<th>METHOD OF DELIVERY</th>
<th>DUE DATE</th>
<th>TO WHOM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master Plan &amp; Schedule</td>
<td>Electronic</td>
<td>Within 60 calendar days after contract award</td>
<td>COTR</td>
</tr>
<tr>
<td>Monthly Reports</td>
<td>Electronic</td>
<td>Within 10 calendar days after the preceding month</td>
<td>COTR</td>
</tr>
<tr>
<td>Close Out Reports</td>
<td>Electronic</td>
<td>Within 10 calendar day after the completion of the Project</td>
<td>COTR</td>
</tr>
<tr>
<td>Invoices</td>
<td>Electronic</td>
<td>Monthly</td>
<td>COTR and <a href="mailto:Invoices@eventsdc.com">Invoices@eventsdc.com</a></td>
</tr>
</tbody>
</table>

D.3 PERFORMANCE

Events DC desires to obtain complete and satisfactory performance in accordance with the specifications and requirements of this RFP. To this end, Events DC is contracting for the complete performance of services identified in Section C and reserves the right to assess deductions for nonperformance or inadequate performance as otherwise determined by Events DC in its reasonable discretion.

[End of Section D]
SECTION E - SPECIFIC CONTRACT PROVISIONS/SPECIAL CONTRACT REQUIREMENTS

E.1 STANDARD CONTRACT PROVISIONS

Events DC’s Standard Contract Provisions (March, 2011) are located under the Attachments Tab of the APEX bid. In the event of a conflict between this RFP and the Standard Contract Provisions, the prevailing document shall be this RFP.

E.2 REQUIRED SUBCONTRACTING SET-ASIDE

Thirty-five percent (35%) of the annual total dollar value of this Contract has been set-aside for performance through subcontracting with businesses certified by the District’s Department of Small and Local Business Development (“DSLBD”) as a Certified Business Enterprise (“CBE”) with the Small Business Enterprise (“SBE”) designation. If there are insufficient qualified SBEs to completely fulfill this requirement, then the subcontracting requirement may be satisfied by subcontracting 35% of the total annual dollar value to any CBE, provided that all reasonable efforts shall be made to ensure that qualified CBEs are significant participants in the overall subcontracting work. Any Offeror responding to this RFP shall submit a preliminary subcontracting plan meeting the requirements of this Section with its response to this RFP. Any Offeror failing to submit a plan with its response to this RFP will be deemed non-responsive. Further, final Contract award is contingent on approval of the plan by the COTR; disapproval of a subcontracting plan will result in non-award of the Contract. Once the plan is approved by the COTR and the Contract is awarded, changes may only occur with the prior written approval of Events DC’s Chief Contracting Officer and the Director of DSLBD.

The preliminary subcontracting plan must include the following:
   (a) The name and address of each subcontractor;
   (b) The current certification number of each SBE or CBE subcontractor;
   (c) The scope of work to be performed by each subcontractor; and
   (d) The price to be paid by the beneficiary to each subcontractor.

A subcontracting plan template is available under the Attachments Tab of the APEX bid.

E.3 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

(a) The Contractor shall comply with the Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011 as amended (“First Source Act”), D.C. Code, § 2-219.01 et seq.

(b) Pursuant to the First Source Act, if the Contract amount is equal to or greater than $300,000, the Contractor agrees that 51% of the new employees hired for the Contract shall be District residents. Projects totaling $5 million or more must have the following percentage of District of Columbia residents on those projects:
   • 20% of journey worker hours
   • 60% of apprentice hours
   • 51% of skilled laborer hours
   • 70% of common laborer hours
(c) In accordance with the First Source Act the Contractor shall enter into and maintain, during the term of the Contract, a First Source Employment Agreement with the D.C. Department of Employment Services ("DOES") in which the Contractor shall agree that:

5. The first source for finding employees to fill all jobs created in order to perform this Contract shall be DOES; and

6. The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the DOES First Source Register.

(d) Contractor shall provide First Source compliance reports to the COTR and DOES as set forth in the First Source Act.

E.4 PUBLICITY

The Contractor shall at all times obtain the prior written consent of the Contracting Officer before it, any of its officers, agents, or employees, either during or after expiration or termination of the Contract, makes any statement, or issues any material, for publication through any medium of communication, bearing on the Work performed or information collected under this Contract.

E.5 U.S. DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2015-4281, Revision 9, January 10, 2018, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section L of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

E.6 INSURANCE & BONDS

Prior to the commencement of any Work, the Contractor shall obtain, and shall maintain throughout the term of the Contract, the following insurance coverage at its sole cost and expense:

(a) **Commercial general liability insurance**, written on an occurrence basis, at limits of at least $1,000,000 per occurrence and $2,000,000 general aggregate, for bodily injury and property damage liability, including broad form coverage for property damage, products-completed operations, personal injury (e.g., false arrest, false imprisonment, defamation, libel and slander, discrimination and invasion of privacy), independent contractor’s liability and contractual liability.

(b) **Umbrella liability insurance** (or excess liability insurance), which shall be excess of any general liability and automobile liability policy, and which shall be following form or be broader than underlying policies), at per occurrence limits of at least $5,000,000.

(c) **Automobile liability insurance** in the amount of at least $1,000,000 per accident combined single limit, which shall cover bodily injury (or death) and property damage, and covering
owned, hired or non-owned vehicles and any other equipment required to be licensed for road use.

(d) **Workers’ compensation insurance** at statutory limits, and employer’s liability coverage at limits of at least $100,000 per occurrence for bodily injury by accident and $100,000 per employee for bodily injury by disease, $500,000 policy limit.

(e) **All-risk property insurance** to protect against loss of owned or rented equipment and tools brought onto and/or used on any portion of the premises by Contractor and its subcontractors.

(f) **Fidelity bond/crime insurance** covering employee and subcontractor dishonesty, theft, and fraudulent acts at limits of not than $1,000,000 for each claim.

(g) **Errors and omissions/professional liability insurance** at limits of at least $5,000,000 per claim and $5,000,000 aggregate. The retroactive insurance date of such insurance shall be no later than the commencement date of this Contract.

(h) **Technology and telecommunications liability insurance** at limits of at least $1,000,000 per claim and $3,000,000 aggregate, for claims resulting from a failure of computer security, theft or disclosure of confidential information, unauthorized access, unauthorized use, service attack, transmission of a computer virus, failure to protect personally identifiable or confidential information, and potential or actual violation of a privacy regulation.

All insurance policies shall be issued by companies licensed to do business in the District of Columbia and on forms acceptable to Events DC and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Events DC. All insurance shall be primary and not contributory. All insurance policies shall be written by companies with an A.M. Best Co. rating of A+ VII or better and shall contain a waiver of subrogation in favor of Events DC. The policies described in (A), (B), (C) and (H) above shall each contain an endorsement to include the Washington Convention and Sports Authority t/a Events DC as additional insured. The additional insured endorsements shall have no added exclusions or limitations of coverage to limits of liability contractually required or percentage of negligence attributed to the named insured. The insurance policies described in (E), (F) and (G) above shall each name Events DC as loss payee. Certificates of insurance (or copies of policies, if required by Events DC) for the coverages described herein shall be furnished to Events DC prior to commencing work and shall state that Events DC is an additional insured or loss payee as prescribed herein.

The Contractor shall immediately notify Events DC of cancellation or material modification of any policy. If the insurance provided is not in compliance with the requirements herein, Events DC may, at its option, require the Contractor to stop work pending such compliance.

The Contractor shall immediately report, in writing, to Events DC any incident that might reasonably be expected to result in any claim under any insurance required under this Contract. The Contractor shall cooperate fully with Events DC in the investigation and disposition of any claim arising out of the performance of this Contract.

**Performance Bond and Payment Bond.** The Contractor shall, before commencing demolition, provide to Events DC a payment bond and performance bond, each with a penal sum equal to the then
value of the Lump Sum price. Such bond shall remain in full force and effect until final completion is achieved and Events DC shall be able to draw upon such bond regardless of the amount paid by Events DC to the Contractor. Such payment and performance bond shall be in a form acceptable to Events DC and issued by a surety included on the Department of Treasury’s Listing of Approved Sureties, authorized to do business in the District of Columbia and reasonably acceptable to Events DC. The Contractor shall furnish a copy of its bonds to any potential beneficiary of the bonds or permit that person or company to make a copy. If the bonds so provided become unacceptable to Events DC for a commercially reasonable reason, the Contractor shall promptly provide substitute security acceptable to Events DC.

**Subcontractor Bonds.** Unless otherwise directed by Events DC, the Contractor shall require all subcontractors whose subcontract prices exceed Two Hundred Thousand Dollars ($200,000) to provide payment and performance bonds, with a penal sum equal to one hundred percent (100%) of the subcontract price. All bonds must be in a form acceptable to Events DC and issued by a surety included on the Department of Treasury’s Listing of Approved Sureties, authorized to do business in the District of Columbia and reasonably acceptable to Events DC. All subcontractors’ bonds must include a dual obligee rider, naming the Contractor and Events DC as dual obligees. If Events DC intends to exercise its rights as dual obligee under any trade subcontractor’s bond, it shall first give the Contractor twenty (20) calendar days written notice, so that the Contractor may lodge any objection it may reasonably have to the proposed action. The Contractor may, in its option, utilize a Subcontractor Default Insurance (SDI) program in lieu of subcontractor bonds if the Contractor demonstrates that the cost of such SDI does not represent a substantial cost increase relative to other options and that such use does not, in the reasonable judgment of Events DC, pose a material additional risk to Events DC. If an SDI program is used, an Owner’s Interest Endorsement will be provided in lieu of a dual obligee bond.

**E.7 INDEMNIFICATION**

(a) The Contractor shall defend, indemnify and save harmless Events DC, its directors, officers, agents, employees, and other representatives and, as applicable, the District of Columbia (each, an “Indemnified Party”), from and against any and all losses, expenses (including, without limitation, reasonable attorneys’ fees and costs), liabilities, judgments, demands, claims and damages of any kind arising from or relating to or as a consequence of any act, omission, neglect, breach or default of the Contractor, its agents, employees, or its subcontractors in connection with this Contract.

(b) The indemnification obligation under this section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Contract. Events DC agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall, at its own expense, control the defense or settlement of such claim with counsel satisfactory to Events DC, provided that Contractor shall not settle any claim which imposes upon an Indemnified Party any obligation, or in any way prejudices the rights of an Indemnified Party, without the Indemnified Party’s prior written consent. In addition to other remedies available to Events DC, Events DC may withhold or retain monies due or to become due to the Contractor under the Contract to satisfy any outstanding claim which Events DC may have against the Contractor.
E.8 FREEDOM OF INFORMATION ACT

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

E.9 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the Contract, the Contractor and any of its subcontractors shall comply with the Americans with Disabilities Act (“ADA”; 42 U.S.C. 12101 et seq.).

E.10 LIVING WAGE ACT OF 2006

During the performance of the Contract, the Contractor and any of its subcontractors shall comply with The Living Wage Act of 2006, codified at D.C. Code §§ 2-220.03 (a) – (b).

[End of Section E]
SECTION F - CONTRACT CLAUSES

F.1 CONFIDENTIALITY OF INFORMATION

Except for such disclosure as Contractor determines in good faith is necessary to its employees and advisors or required by law, regulation or judicial or governmental order or decree, Contractor shall not, without the prior written consent of Events DC, publicly disclose or publicize in any manner any of the specific terms of the Contract or any of the information furnished pursuant to the Contract which is designated as or should be reasonably understood to be considered confidential by Events DC.

F.2 TIME

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

F.3 CONTINUITY OF SERVICES

The Contractor recognizes that the services to be provided under the contract are vital to Events DC and must be continued without interruption and that, upon Contract expiration or termination, a successor (either Events DC or another contractor), may at Events DC option, continue to provide these services. To that end, the Contractor will be required to:

(a) Cooperate fully with Events DC and any successor contractor to effect an orderly and efficient transition to the successor contractor.

(b) In conjunction with Events DC and the successor contractor, develop a comprehensive transition and succession plan, which plan shall be submitted to Event DC’s Contracting Officer for review and approval.

(c) Provide transition services for up to ninety (90) days after the expiration of the Contract (the “Transition Period”).

[End of Section F]
SECTION G - SUBMISSION INSTRUCTIONS

G.1 OVERVIEW

All Offerors must submit responses in both hard copy format and electronically via APEX to be considered for this award. The responses must be prepared as 2 separate documents, one titled “Technical Proposal,” with 7 parts as detailed in SECTION H - , and a separate document titled “Cost Proposal” as detailed in Section I.

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

G.2 HARD COPY SUBMISSION REQUIREMENTS

(a) Hard copy responses must be typewritten in 12 point font size on 8.5” by 11” paper. E-mail or facsimile proposals will not be accepted.

(b) 1 original and 5 copies of the hard copy response must be submitted to:

Washington Convention and Sports Authority
Office of Contracting and Procurement, West Mezzanine
801 Mount Vernon Place, NW
Washington, DC 20001
Attn: Kiara Short

(c) The Technical Proposal and the Cost Proposal are to be prepared as separate documents submitted in two (2) envelopes. The envelope must be sealed and conspicuously marked with the following: Proposal in Response to RFP No. [19-S-003-589] –RFK Stadium Demolition Services.

G.3 APEX ELECTRONIC SUBMISSION REQUIREMENTS

(a) All Offerors must also submit proposals electronically via APEX.

(b) The following APEX Tabs must be accessed by the Offeror and requested information provided:
   1. Quote Tab: Complete all required fields marked with an asterisk (*);
   2. Items Tab: Enter pricing for all items listed;
   3. Questions Tab: Provide a response for all questions listed;
   4. Terms and Conditions Tab: Confirm acceptance, or acceptance with exceptions, of the Authority’s Standard Contract provisions;
   5. Attachments Tab: Upload completed Technical Proposal, Preliminary Subcontracting Plan (if any) and completed Cost Proposal into this Tab; and
   6. Summary Tab: Transmit proposal electronically by selecting the “Submit Quote” button.

(c) Further information regarding APEX submissions can be found in the “Vendor Quick Reference Guide - Responding to Solicitations in APEX” found in the Attachments Tab.
(d) You may confirm whether your submission has been successfully transmitted to Events DC by logging into APEX and opening Bid # [19-S-003-589]. The status will show as “submitted” if the proposal was successfully submitted or “in-progress” if additional action is required.

G.4 PROPOSAL DUE DATE

Proposals both hard copy and electronic submissions are due no later than 3:00 PM on Friday, October 22, 2019.

G.5 AMENDMENTS

Any amendments to this RFP, including changes in the due date or scope of work, will be issued via APEX and will appear on the “Amendments” Tab of the APEX bid.

G.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

Offerors requesting nondisclosure of information included in the proposal on the grounds that such information is proprietary or trade secret shall mark the title page with the following legend (with the understanding that Events DC’s compliance therewith is subject to applicable law or judicial process):

"This proposal includes data that shall not be disclosed outside Events DC and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process. If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, Events DC will have the right to duplicate, use, or disclose the data to the extent consistent with Events DC’s needs in the procurement process. This restriction does not limit Events DC’s rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets).”

G.7 PROPOSAL PROTESTS

(a) All protests by an Offeror or contractor aggrieved in connection with this solicitation or the award of Contract hereunder must be made in writing to Events DC’s Director of Contracts and Procurement within seven (7) business days after the protester knew or should have known of the facts giving rise thereto. Protests shall be served on Events DC by obtaining a written and dated acknowledgment of receipt from the Contracting Officer. Protests served on Events DC after the seven-day period will not be considered. To expedite handling of protests, the envelope should be labeled “Protest”. The written protest shall include, at a minimum, the following:

1. The name and address of the protester;
2. Appropriate identification of the procurement, e.g., the solicitation number and if a contract has been awarded, its number;
3. A statement of reasons for the protest; and
4. Supporting exhibits, evidence or documents to substantiate any claims, unless not available within the filing time, in which case, the expected availability date should be indicated.

(b) Protests will be reviewed and decided in accordance with Section 309 of Events DC’s procurement regulations (19 D.C.M.R. 309). The D.C. Contract Appeals Board (CAB) shall have exclusive jurisdiction to hear and decide appeals from final decisions by Events DC regarding a
protest; provided, however, that no appeal may be taken to the CAB unless and until all administrative review procedures provided for in Events DC’s procurement regulations have first been fully and properly complied with and exhausted.

(c) The CAB shall hear and decide appeals from final decisions of Events DC and grant relief in accordance with D.C. Code Section 1-1189.8 c-f and regulations promulgated thereunder, and such other statutes and regulations as are applicable to Events DC. The unsuccessful Protester shall be responsible for any and all costs of the CAB in connection with any appeal and shall reimburse Events DC for such costs.

G.8 RETENTION OF PROPOSALS

All proposal documents shall be the property of Events DC and retained by Events DC, and thereafter will not be returned to the Offerors.

G.9 BEST AND FINAL OFFERS

If, subsequent to receiving offers, negotiations are conducted, all Offerors within the competitive range will be so notified and may be provided an opportunity to submit written “Best and Final Offers” (BAFOs) at the designated date and time. BAFOs will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of this solicitation. After receipt of BAFOs, no discussions will be reopened unless the Contracting Officer determines that it is clearly in Events DC’s best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer may issue an additional request for best and final offers to all Offerors still within the competitive range.

[End of Section G]
The Technical Proposal must contain sufficient detail to provide a clear and concise representation of the Offeror’s capability to meet the requirements of Section C and to demonstrate how the Offeror meets the evaluation criteria in Section J below. The Offeror must submit information in a clear, concise, factual and logical manner providing a comprehensive description of its technical qualifications.

H.1 **TAB 1 – COMPANY PROFILE**

(a) Company name, business address, telephone and fax number;

(b) Year established (include former company names and year established, if applicable);

(c) Type of ownership;

(d) Whether the company is licensed to do business in the District of Columbia (if applicable) and possesses the professional licenses required by this RFP;

(e) Primary company contact name, mailing address, email address, and telephone number;

(f) If a certified joint venture is contemplated, provide the same information for each joint venture company.

H.2 **TAB 2 – QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL**

Offeror shall submit the following:

(a) The names of Offeror’s Key Personnel who will perform the Work - the Project Executive, Project Manager, Field Superintendent and Community Engagement Coordinator; include detailed resume(s) that describes the specialized experience and qualifications of each Key Personnel and verification of applicable certification(s);

(b) The names and resumes of any additional Key Personnel that Offeror deems necessary to complete the Work outlined in Section C;

(c) An organizational chart showing the management hierarchy proposed for this Contract and the reporting relationship of any subcontractors that would be used for any portion of the scope of services; and

(d) The hours that each identified Key Personnel will devote to the Contract in total and broken down by trade labor category.

H.3 **TAB 3 – SPECIALIZED AND SIGNIFICANT EXPERIENCE, TECHNICAL COMPETENCE, AND COMPANY REFERENCES**

The Offeror shall set forth its experience in performing the work detailed in Section C, including the following:
(a) Offeror must demonstrate its capacity to successfully implement the Project within the specified timeframe, experience mitigating adverse demolition impacts, and propose solutions for recycling of materials;

(b) The Offeror must provide no more than eight (8) projects that best illustrate the team’s experience and capabilities relevant to this Project. For each such project, the Offeror should provide the information requested below:

1. Name and location of the project;
2. Square footage of the project;
3. Short narrative of the scope of the Offeror’s work on the project;
4. Start and end dates for the project;
5. Initial substantial completion date and initial contract value, also noting contract type (i.e., GMP, NTE, Lump Sum); and
6. Actual completion date and final contract value for the project

(c) The Offeror should provide three (3) letters of reference that can verify the Offeror’s experience.

H.4  **TAB 4 – COMPANY’S TECHNICAL APPROACH**

The Offeror shall set forth a detailed technical plan for providing the services set forth in **Section C**, including the materials, tools, equipment, personnel and supervision, and quality control measures. Offeror should specifically address its proposed methods for demolition and abatement, as well as its plans for (i) implementing dust and noise control measures and other Project site safety and security measures; and (ii) hauling-off and disposing of hazardous materials and any contaminated soil encountered during the Project. Offeror should also provide a preliminary demolition schedule.

H.5  **TAB 5 – PRELIMINARY SUBCONTRACTING PLAN**

Offeror must submit a completed SBE Subcontracting Plan.

H.6  **TAB 6- DISCLOSURES**

(a) Offeror must certify in writing that it knows of no conflict between its interests and those of Events DC and it knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of Events DC;

(b) Offeror must disclose if it is involved in litigation against Events DC or the District of Columbia;

(c) Offeror must disclose any existing condition or interest which might conflict with the interest, operation or reputation of Events DC; and

(d) Offer must agree to promptly update Events DC upon learning of facts or circumstances rendering inaccurate these disclosures.

H.7  **TAB 7 – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS**

(a) Offeror must submit a completed W-9 Form;
(b) Offeror must submit a Tax Certification Affidavit (form located under the Attachments Tab in APEX);

(c) Offeror must submit a Representations, Certifications, and Other Statements of Offerors form (located under the Attachments Tab in APEX); and

(d) Offeror must submit a Disclosure Statement (form located under the Attachments Tab in APEX).

H.8 TAB 8- EXCEPTIONS

The Offeror shall set forth any exceptions to the RFP or to any of the Standard Contract Provisions. Each exception shall be listed separately, followed by a detailed statement explaining the Offeror’s justification for the exception. Review and acceptance of an exception and/or modification of the RFP shall be at the sole and absolute discretion of Events DC and shall be final. Failure of the Offeror to request an exception shall be deemed a waiver of any and all future right to request such an exception.

[End of Section H]
SECTION I - COST PROPOSAL

1.1 PRICING

Offerors shall submit a Cost Proposal with their proposal a Lump Sum price to complete the Work set forth in Section C. The Lump Sum price shall include sufficient funding to cover all the costs necessary to complete the Project, including but not limited to, abatement, profit, overhead, supervision, labor, materials, equipment, bonds, insurance and other services that may be required to obtain the necessary permits to complete the Work.

[End of Section I]
SECTION J - EVALUATION FACTORS

J.1 OVERVIEW

Events DC will make an award to the responsible Offeror whose proposal conforms to the RFP and is most advantageous to Events DC, considering the technical expertise and cost or price. For this RFP, technical quality is more important than cost or price. As proposals become more equal in their technical merit, the evaluated cost or price becomes more important. The total MAXIMUM score is 112 points.

J.2 TECHNICAL EVALUATION: 70 POINTS MAXIMUM

(a) **20 Points: Technical Proposal Tab 2 – “Qualifications and Experience of Key Personnel”**

This factor is based on the submission of resumes and relevant experience of the Key Personnel, specifically:

1. The experience and qualifications of the proposed Project Executive;
2. The experience and qualifications of the proposed Project Manager;
3. The experience and qualifications of the proposed Field Superintendent; and
4. The experience and qualifications of any additional Key Personnel, including Community Engagement Coordinator as identified by Offeror.

(b) **25 Points: Technical Proposal Tab 3 – “Specialized and Significant Experience and Technical Competence of the Firm”**

This factor will be evaluated based on the Offeror’s business history, provision of comparable services, and the experience of service received by professional references, specifically:

1. Experience in providing the products/services detailed in the Scope of Work, Section C;
2. Examples of demolition in urban environments and/or other unique demolition projects and how they were completed successfully;
3. Quality, service, responsiveness, management expertise and client satisfaction; and
4. Compliance with the contractual obligations established by the referring organization.

(c) **25 Points: Technical Proposal Tab 4 – “Company’s Technical Approach”**

This factor will be evaluated based on a qualitative assessment of the proposal in meeting the requirements of the Statement of Work (Section C). Events DC will give credit to demonstrated insight and/or streamlined approaches to completing the Project on time and within budget, and for ensuring a sound quality assurance program, especially in light of the multiple events that will be taking place at the RFK Campus during demolition. Specifically, Events DC will evaluate the Offeror’s detailed plans for the following:

1. Schedule and timeline for providing all required services;
2. Providing all required services;
3. Providing all necessary materials, tools, equipment, personnel and supervision;
4. Implementing dust and noise control measures and other Project site safety and security measures;
5. Hauling-off and disposing of hazardous materials and any contaminated soil encountered during the Project;
6. Ensuring quality control; and
7. Developing and delivering work schedules.

J.3 **PRICE EVALUATION: 30 POINTS MAXIMUM**

The price evaluation will be objective. The Offeror with the lowest total price will receive the maximum price points. All other proposals for the task evaluated will receive a proportionately lower total score. The following formula will be used to determine each Offeror's evaluated price score:

\[
\text{Lowest price proposal (x) weight} \div \text{Price of proposal being evaluated} = \text{evaluated price score}
\]

J.4 **CBE PREFERENCE**

Any Offeror seeking to receive preferences for this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

(a) Evidence of the Offeror’s or joint venture’s certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or ROB, to include a copy of all relevant letters of certification from the DSLBD; or

(b) Evidence of the Offeror’s or joint venture’s provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or ROB, to include a copy of the provisional certification from the DSLBD.

J.5 **CBE PREFERENCE POINTS: 12 POINTS MAXIMUM**

Events DC will allocate a maximum of 12 preference points to qualified vendors in accordance with D.C. Code § 2-218.43 as follows:

(a) 3 points for a small business enterprise;
(b) 5 points for a resident-owned business;
(c) 5 points for a longtime resident business;
(d) 2 points for a local business enterprise;
(e) 2 points for a local business enterprise with its principal office located in an enterprise zone;
(f) 2 points for a disadvantaged business enterprise;
(g) 2 points for a veteran-owned business enterprise; and
(h) 2 points for a local manufacturing business enterprise.

J.6 **PREFERENCES FOR CERTIFIED JOINT VENTURES**

If DSLBD certifies a joint venture, the certified joint venture will receive preference as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

[End of Section J]
SECTION K - LIST OF ATTACHMENTS

The following documents can be found under the “Attachment” Tab of the APEX BID:

<table>
<thead>
<tr>
<th>FORM</th>
<th>ACTION REQUIRED</th>
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<tbody>
<tr>
<td>W-9 Form</td>
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</tr>
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<td>ACH Form (Rev. 2011).pdf</td>
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<td>Disclosure Statement 11-12</td>
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<tr>
<td>Preliminary Subcontracting Plan</td>
<td>Complete and include in Technical Proposal - Tab 5</td>
</tr>
<tr>
<td>Site Map</td>
<td>Informational</td>
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<tr>
<td>Building Drawings</td>
<td>Informational</td>
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<tr>
<td>Rules for the Jobsite for Contractors</td>
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[End of Section K]