



D.C. DEPARTMENT OF GENERAL SERVICES

DCAM-15-NC-0155

REQUEST FOR PROPOSALS

Electronic Security Systems Maintenance

August 18th 2015

Proposal Due Date: September 9st, 2015 by 2 p.m. EST

Proposal Delivery Location: Department of General Services
Attn: Kimberly Gray
Supervisor Goods and Services
Frank D. Reeves Center
2000 14th Street, NW
Contracts & Procurement Division, 8^h Floor
Washington, DC 20009

Pre-proposal Conference: August 25th 2015 at 10:30AM
Department of General Services
Frank D. Reeves Center
2nd Floor Community Room
2000 14th Street, NW
Washington, DC 20009

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Executive Summary

The Department of General Services, Protective Services Division (“Department” or “DGS” or “PSD”) is issuing this Request for Proposals (“RFP”) to select a Contractor to provide all-inclusive comprehensive system administration including, but not limited to, installation, maintenance and repair to ensure continuous system uptime and reliability of the Citywide Electronic Security Systems (ESS) for the District owned and leased facilities. The District is currently standardized on the RS2 Access Control and Alarm Management System, as well as the Milestone Video Management System. The contract shall be for a base year with four option years.

A.1 Form of Contract

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

A.2 Contractor’s Compensation

The contract awarded pursuant to this RFP will be a Fixed Price Contract with quarterly prospective price redeterminations after the base year. Offerors are required to bid a fixed price as described in the **Attachment A** Offer Letter. Offeror shall submit with their bid an Offer Letter in substantially the form of **Attachment A** on the Offeror’s letterhead.

A.3 Selection Criteria

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

- Qualifications and Technical Competence (35 points)
- Relative Experience and References (25 points)
- Key Personnel (20 Points)
- Price (20 points)

A.4 Procurement Schedule

The schedule for this procurement is as follows:

- Issue RFP - August 18th, 2015
- Pre-proposal Conference - August 25th, 2015
- Mandatory Site Visit - August 26th, 2015
- Last Day for Questions/Clarifications - September 1th, 2015
- Proposals Due - September 9nd, 2015

A.5 Attachments

- Attachment A - Offer Letter and Bid Form
- Attachment B - Standard Security Details
- Attachment C - Approved Product List & Proposed Spare Parts List
- Attachment D - Location List
- Attachment E - Disclosure Statement
- Attachment F - Tax Affidavit
- Attachment G - Service Contract Act Rates
- Attachment H - SBE Subcontracting Plan
- Attachment I - Living Wage Act Fact Sheet and Living Wage Act of 2006
- Attachment J - First Source Agreement
- Attachment K - Standard Contract Provisions- Goods and Services

SECTION B Scope of Work

B.1 Background

The contractor shall provide all-inclusive parts, labor and full maintenance for the citywide ESS. The ESS system consists of, but is not limited to, software and hardware solutions manufactured by the following firms: RS2, GE, Milestone, Assa Abloy, Aventura, Pelco, Bosch, American Dynamics, Axis, Dell, Winsted, HID, HESS, Securitron, Aiphone, Stentofon, Gunnebo, RCI, Altronix, Schlage, Potter, DSI, Honeywell, APC, Talk-A-Phone, DMP, and FOCUS 200.

In 2000 the District implemented the current ESS system on a GE platform and subsequently converted to RS2. ADT/Tyco implemented the base system and a verity of security system installers handled the additional expansions and upgrades. Over the last five years the number of card readers, cameras and optical turnstiles doubled by more than 100%. The legacy GE head-end and field hardware remains; and as part of the migration process the District added RS2/Mercury M5 bridge hardware systems.

B.2 Scope of Work

The Contractor's scope of work shall be to provide turnkey service and sustainment of the electronic security system – including, but not limited to – the following: install application software and interfaces, provide administrative services for all systems, warranty both the legacy electronic security system components and those coming off warranty, provide preventative maintenance, service all systems, provide software support agreements, provide spare parts inventory, coordination with all affected parties as required to complete this scope of work, and make small additions and changes to the systems as needs dictate.

B.2.1 Preventative Maintenance The Contractor shall provide preventive maintenance as well as emergency and remedial repair services relating to the current and future installed base of security systems and components. See section B.4 Maintenance for details.

B.2.2 Software Support the Contractor shall provide the application software for the electronic security management system and convert selected facilities as determined by PSD.

B.2.2.1 All software support agreements for all installed systems, including – but not limited to – RS2, GE, Milestone, and Aventura.

B.2.2.2 All labor required to support the requirements herein, including – but not limited to – Program Management, System Administrators, service technicians and support personnel, and project reporting and contracts administration.

B.2.3 Hardware

B.2.3.1 **New Install.** At the discretion of PSD, the Contractor shall install additional equipment; and modify changes or remove existing equipment to either system in accordance with completed Attachment A.

B.2.3.2 **Warranty.** The Contractor shall warrant all existing software & equipment systems as well as any new work for a period of one year from the date of acceptance to be free of defects in design, workmanship and material. The Contractor shall provide all labor and materials necessary to correct any deficiencies noted in the warranty period. Any corrective action provided shall comply with the requirements of Section B.4.

B.2.4 Integration Responsibilities At the discretion of PSD, other contractors shall install additional equipment to either system. In that event, the Contractor shall:

B.2.4.1 Perform all system administration tasks, as defined in involved in bringing the new work on line and required during the warranty period.

B.2.4.2 Add the new work to its service responsibilities at the end of the warranty period subject to the provisions of B.2.7.

B.2.4.3 All replacement components and inventory, both legacy and equipment coming off warranty

B.2.5 Delivery Storage & Handling The contractor shall ensure the following:

B.2.5.1 Equipment and components arrive on site properly protected and undamaged with containers, packaging and labels intact.

B.2.5.2 Materials and equipment are stored, handled and protected in accordance with the manufacturers' recommendations.

B.2.5.3 Additional protection is provided during handling as necessary to prevent breaking, scraping, marring and otherwise damaging products or surrounding areas.

B.2.5.4 All equipment and components that are to be installed are protected from theft, vandalism and exposure to rain, freezing temperatures and direct sunlight.

B.2.5.5 Installed equipment and components are protected from damage and use by unauthorized persons.

B.2.6 Project Manager

The Contractor shall designate a Project Manager to be responsible for all work performed under this contract including preventive maintenance, emergency service, additions and changes, and system conversion. This individual shall:

B.2.6.1 Manage the day to day aspects of the work.

B.2.6.2 Be available to PSD and for all meetings and consultations.

B.2.6.3 Issue reports and status indications as and when required by PSD.

B.2.6.4 Be empowered to make decisions for the contractor regarding prices, deliveries, manpower and schedules for all aspects of the work.

B.2.6.5 This individual shall be separate from the systems administrator and back-up system administration personnel. This position shall be named in Contractor's response.

B.2.6.6 The Contractor shall ensure that all technical personnel working on this contract will be certified by the respective manufacturer of the access control, optical turnstile, intercom, CCTV, and DVR equipment.

B.2.6.7 The Contractor shall coordinate with the Office of the Chief Technology Officer (OCTO) to ensure LAN/WAN connectivity and compatibility.

B.2.7 System Administrator Roles & Responsibilities

The Contractor shall perform all system administrator functions for all electronic security systems during Normal Business Hours (NBH) currently established as 8:30 AM to 5:00 PM on weekdays. The Contractor's System Administrators shall be stationed at the Wilson building located on the basement level. The Wilson building is located at 1350 Pennsylvania Ave, N.W. Washington DC. System Administrators shall administer the citywide electronic security system from this location or any others at the discretion of PSD.

The Contractor shall perform all system administrator functions for all electronic security systems during Normal Business Hours (NBH) currently established as 8:30 AM to 5:00 PM on weekdays.

B.2.7.1 Contractor shall provide one (1) dedicated and certified System Administrators to support the Citywide ESS program. Bidder shall name and provide resumes and required certifications per the Special Standard of Care bid response. Upon approval by PSD, the dedicated System Administrators shall not change until an alternate candidate has been submitted to and approved by PSD.

B.2.7.2 Within 30 days of the commencement of the contract, Contractor shall submit for PSD approval a list of back-up support staff. The Contractor shall ensure the approved support staff is available to administer the systems during vacations, holidays, sick days, training days and other days the System Administrators are not available. Back-up staff shall be knowledgeable and trained to the extent that there shall be no requirement to get up to speed when their services are required except as is typical during a return from vacation.

B.2.7.3 System Administrators duties shall include but not limited to the following:

B.2.7.3.1 Servers and other front end devices:

- a. Confirm back-ups of data occur as scheduled.
- b. Confirm back-ups of transaction history occur as scheduled and that there are no memory overloads.

B.2.7.3.2 Program new devices that require definition in such as CCTV cameras, card readers, inputs, controlled outputs, access categories, graphics, and other database requirements.

- a. All device descriptors shall conform to the styles and abbreviations listed in the Standard Security Details.

B.2.7.3.3 Confirm and document in a log the operational functionality of key system components on a regular and frequent basis as defined in B.5.

B.2.7.3.4 Respond to calls for assistance from cardholders or others within the systems' footprint.

B.2.7.3.5 Notify PSD whenever a problem or malfunction arises.

B.2.7.3.6 Generate reports (custom, scheduled or otherwise) of system activity, operator activity or cardholder activity.

B.2.7.3.7 Assist Contractor's technicians when diagnosing performance issues and provide support during repair operations.

B.2.7.3.8 In the cases where PSD selects another firm to provide and install the ESS system, provide assistance to that company's technician(s) related to incorporating installed system into overall ESS architecture and/or diagnosing performance issues.

B.3 Electronic Security Systems Overview

The Contractor shall refer to the Approved Product List & Proposed Spare Parts List (Attachment C) for a comprehensive list of system components and locations as well as the Standard Security Details (Attachment B) for the current list of approved products and manufacturers.

B.3.1 Access Control

B.3.1.1 DGS currently operates an RS2 access control system as shown on the Security Schedule.

- a. The system is managed from the John Wilson Building at 1350 Pennsylvania Avenue. It controls all devices in the city and consists of a RS2 access it servers communicating with RS2 M5 bridge hardware and servers/storage/NVRs/DVRs over the city's WAN.

B.3.1.2 All security devices are wired to M5 bridge controllers strategically located (usually in LAN or Telco closets) in buildings throughout the city.

- a. At least one M5 in each facility is connected to the District's LAN.
- b. Other M5s may be connected in a daisy-chain fashion to an M5 on the LAN.
- c. Each M5 is equipped as necessary with a CPU board (PX, PXN or PXNplus), one or two 8-reader (8RP) boards, an input board (20DI) and an output board (16DOR).
- d. All monitored and controlled devices are directly wired back to the M5 panel except devices associated with card reader controlled doors.
- e. All alarm devices monitored from the M5 are supervised with dual 1K resistors at the device.

B.3.1.3 Readers are connected to legacy GE components as well as RS2 components. It is estimated that 60% of the existing hardware is connected to an HID controller, in 30% it is a WIU-2 and in 10% (recent additions) it is a WIU-4.

- a. The locking device, REX PIR, door contact and reader are connected to the door controller which is wired back to a port on the 8RP daughter card in the M5.
- b. Except where required by code, all locking devices are fail secure.

B.3.1.4 Most card readers are either standard HID ProxPro readers with the addition of HID multiclass and GE PIV/FIPS 201 compliance.

B.3.1.5 Access cards are standard HID 26-bit proximity cards.

B.3.2 Security Management System

B.3.2.1 Access control, alarm management, video management, credentialing and other functions are integrated through RS2 located on a single server in each system.

B.3.2.2 Maintaining the city's credentialing system, operated through RS2, is part of this scope of work.

B.3.3 CCTV

B.3.3.1 Buildings equipped with CCTV systems contain a combination of analog and IP CCTV cameras connected to on-site GE, Milestone, or Aventura head-end infrastructure including servers, storage, DVRs, etc.

B.3.3.2 Each head-end infrastructure is network connected allowing live and recorded playback through the various system interfaces (Milestone, Aventura CWS, GE Facility Commander).

B.3.3.3 At several sites, multiplexers split the video signals to Pelco switches, sized for the facility, and/or on-site monitoring stations.

B.3.4 Intercom

B.3.4.1 Buildings equipped with intercom systems may contain multiple systems.

B.3.4.2 The systems range from one master station and one substation to four substations and three master stations.

B.3.4.3 The Wilson Building and Unified Command Center are equipped with Stentofon intercom systems with exchanges located in the security equipment racks.

B.3.5 Optical Turnstiles

B.3.5.1 PSD has equipped selected facilities with various optical turnstiles systems.

B.3.5.2 Buildings equipped with optical turnstiles must be serviced and maintained per manufacturer's requirements.

B.3.6 Elevator Control

B.3.6.1 It is the responsibility of the Contractor to interface with all elevator manufacturers and service firms with respect to elevator control.

B.3.6.2 Contractor shall coordinate with respective elevator control company when testing, servicing, modifying, or reprogramming elevator control configurations.

B.3.7 Other Systems & Components

Other components include but are not limited to:

B.3.7.1 Readers used to arm/disarm security components.

B.3.7.2 Elevator hall call readers allowing only card holders to call elevators to the floor.

B.3.7.3 Optical/barrier turnstiles with readers & control panels.

B.3.7.4 Monitored doors.

B.3.7.5 Glass break detectors.

B.3.7.6 Duress alarms.

B.3.7.7 Motion detectors.

B.3.7.8 Emergency phone (intercoms) towers.

B.3.7.9 Power supplies and battery units.

B.3.7.10 Fence protection system.

B.3.8 Approved Products

DGS has a considerable investment in the products listed in the Standard Security Details (Attachment B). When replacing failure or malfunctioning ESS components, Contractor shall only utilize components from the Approved Product List (Attachment C).

B.4 Maintenance

B.4.1 Preventive Maintenance

B.4.1.1 The contractor shall provide preventive maintenance services as specified in B.4.2.

B.4.1.2 Preventive maintenance shall be conducted by factory trained and certified technicians. Prior to the commencement of the contract, Contractor shall submit a list of all such qualified technicians with a copy of relevant certifications for each.

B.4.1.3 Preventive maintenance shall be conducted during normal business hours unless specifically agreed to in writing by PSD. Unless after hours work was requested by PSD the contractor shall bear any additional costs for after-hours preventive maintenance including supplemental guard staff if necessary.

B.4.1.4 The contractor shall:

- a. Submit a Preliminary Preventive Maintenance Schedule to PSD for approval within four weeks after contract award.
- b. Advise PSD of all preventive maintenance work a week in advance.
- c. Notify PSD immediately upon finding any remedial work that is required. The contractor shall not make any repairs until authorized by PSD.
- d. Submit properly completed documentation describing all preventive maintenance work as outlined in B.4.2.

B.4.2 Preventive Maintenance Requirements

B.4.2.1 Contractor shall physically activate to the “alarm” state once per year:

- a. Each fence mounted detector.
- b. Each glass break detector. Activation shall be by an electronic tone generator tuned to the appropriate frequency.
- c. Each door contact on both monitored doors and the inactive leaf of double doors controlled by card readers.
- d. Each door held open and door forced open timer on reader controlled doors.
- e. Each duress alarm.
- f. Each motion detector.
- g. Each temperature sensor alarm.

B.4.2.2 When activating any device as required by B.4.2.1 the contractor shall ensure:

- a. The appropriate system responses are activated.

- b. The appropriate information is displayed in the control rooms and workstations.
- c. The test activation and all system responses are recorded in the transaction history logs.

B.4.2.3 The contractor shall inspect, clean, and adjust for optimal image and field of view, each CCTV camera and in addition shall maintain and confirm the operational capability of each PTZ camera control once per year.

B.4.2.4 The contractor shall confirm the operational status by electronically testing from a security system workstation:

- a. Each CCTV camera once per month. This includes a review of an after dark recording from each camera to identify failed/inadequate lighting necessary for CCTV visibility.
- b. Each access control panel and its power supply once per month.
- c. Each DVR once per day. This includes ensuring all cameras are functioning, all are being recorded and all the PSD established storage requirements are being met.

B.4.2.5 All testing performed in accordance with B.6 shall be documented by the System Administrator in a test log that shall be maintained at the desk.

B.4.3 Software Maintenance & Support

B.4.3.1 The contractor shall maintain and keep current on PSD's behalf all applicable application software licenses and maintenance agreements.

B.4.3.2 The contractor shall advise PSD of all software upgrades, updates and patches as they are issued by the manufacturers and advise PSD about the merits and risks of the enhancements included in each release.

B.4.3.3 The contractor shall provide all software upgrades, updates and patches selected by PSD for loading by OCTO.

B.4.3.4 The contractor shall provide unlimited telephone software support to PSD staff during regular business hours.

B.5 Emergency & Remedial Service

B.5.1 Critical System Components Shall Be:

B.5.1.1 Components installed in the John Wilson Building.

B.5.1.2 Components controlling or monitoring exterior perimeter doorways.

B.5.1.3 Components controlling vehicle access or egress.

B.5.1.4 Access control panels and power supplies.

B.5.1.5 IP video, VCRs, DVRs and NVRs.

B.5.2 Service Response Times

B.5.2.1 Critical System Components:

- a. Responses to critical system component call outs shall be provided on a 24/7 basis.
- b. Within one hour of notification from PSD, a qualified technician shall respond by telephone to ascertain the nature of the problem and if applicable attempt to remediate it remotely.
- c. Within four hours of notification from PSD, a qualified technician shall arrive on site if the issue was not resolved remotely.

B.5.2.2 Other System Components:

- a. Responses to call outs for all devices not defined as critical system components shall be provided in NBH. It shall be the contractor's responsibility to ensure its staff knows which components are critical and which are not. PSD shall not pay invoices for after-hours work on Other System Components.
- b. Within one hour of notification from PSD, a qualified technician shall respond by telephone to ascertain the nature of the problem and if applicable attempt to remediate it remotely.
- c. Within four hours of notification from PSD, a qualified technician shall arrive on site if the issue was not resolved remotely.

B.5.2.3 For the purposes of measuring elapsed time in B.6 the clock shall stop at 5:00 PM the day of notification from PSD if notification occurred in NBH and resume at 8:30 AM the next business day. If the notification is not made in NBH, the clock shall begin at 8:30 AM the next business day.

B.5.2.4 PSD shall provide the vendor with VPN connectivity to the to the RS2 system to aid in remote diagnostics and assistance. Contractor shall sign a VPN User Agreement with OCTO which shall be for up to three tokens that are tied to the individual.

B.5.2.5 No allowance shall be given for the time expended in failed attempts to remotely resolve issues.

B.5.3 Resolution Times

B.5.3.1 Warranty, emergency and remedial service calls shall be completely resolved within the following time frames that begin with the notification time by PSD:

- a. Twenty-four hours for Critical System Components.
- b. At the end of the second business day after the notification day for all other system components.

B.5.4 Spare Parts Inventory

B.5.4.1 The required Approved Product List and Proposed Spare Parts List (Attachment C).

B.5.4.2 The contractor shall use the Approved Product List and Proposed Spare Parts List (Attachment C) as a minimum guide and shall include all pricing necessary to equipment service team and associated Contractor personnel with the inventory of spare parts necessary to ensure the time frames in C.5 are not exceeded.

B.5.4.3 The contractor shall make space for spare parts at their facility that can be accessed 24 hours a day. Bi-annual inspection of spare parts and inventory will be conducted by representatives of the District.

B.5.4.4 The Contractor shall maintain the spare parts inventory and turn it over complete to PSD at the end of the contract at no additional expense to PSD.

B.5.5 Liquidated Damages

B.5.5.1 In addition to its right to terminate the contract due to nonperformance, PSD reserves the right to impose liquidated damages when the contractor's on-site response and/or resolution times exceed the times specified as follows:

- a. \$250.00 per hour or part thereof that arrival on site exceeds the times specified in section B.5.
- b. \$1,000.00 per day or part thereof that a service problem remains unresolved beyond the times specified in section B.5.

B.5.5.1 Liquidated Damages shall be itemized, submitted in writing to the vendor; and collected via deductions from payments for vendor invoices.

B.6 Documentation

B.6.1 Service Work Orders

B.6.1.1 After each visit the contractor's technician shall complete a service work order prior to leaving each site.

B.6.1.2 The work order shall stipulate the following:

- a. The building where the work was performed.
- b. A description of the problem if it is a call-out or the fact that it is a scheduled preventive maintenance visit.
- c. The name and contact number of the person who initiated the call out.
- d. Date & time of the call out.
- e. Date & time of arrival on site.
- f. Parts inspected, tested, repaired and/or replaced.
- g. Status of the problem at the end of the visit if not resolved or if resolved, how it was resolved.
- h. The time the contractor's staff left the site.

B.6.1.3 Prior to leaving the site the technician shall also:

- a. Obtain the signature of the responsible city employee at the site on the completed work order.
- b. Print the employee's name under the signature.
- c. Record the employee's office phone number or other contact phone number.

B.6.2 Records

B.6.2.1 The vendor shall maintain a database of all service work orders.

B.6.2.2 The database shall contain the following for each service work order:

- a. Work order reference number
- b. Site reference information.
 - i. Name.
 - ii. Address.
- c. Date and time of initial call-out.
- d. Date and time of arrival on site.
- e. Date and time of completion.
- f. Statement of the problem.
- g. Statement of the status or resolution.

B.6.2.3 The database shall be available to PSD through a web browser.

B.6.2.4 The database shall be exportable in Microsoft Excel format.

B.7 After Hours Work

All labor for work on critical components performed outside NBH shall be billed at the contractor's quoted rates in the pricing matrix. Hours billed shall be the actual hours

worked rounded up to the next quarter hour. PSD shall not pay for any travel costs, trip charges, fuel surcharges, unspecified materials, or for services rendered outside the scope of the contract requirements.

B.8 EQUIPMENT REMOVAL, ADDITIONS & CHANGES

B.8.1 Unit Prices

B.8.1.1 The contractor's unit price matrix shall be the basis for calculating work over and above the fixed prices quoted for the service contract.

B.8.1.2 Equipment unit prices shall include but not be limited to: all discounts, freight charges, handling fees, back boxes and other necessary mounting hardware, termination devices, warranty allowance, tools, equipment rental, contractor overhead and profit.

B.8.1.3 Contractor's labor prices shall be based on the contractor receiving reasonable, timely and unencumbered access to the work location. Labor unit prices shall include but not be limited to: the contractor's costs for acquisition, warehousing, transportation, on-site staging, engineering, project management, project meetings, installation, clean-up, waste removal, recycling, data entry, warranty allowance, contractor overhead and profit.

B.8.2 Equipment Removal

B.8.2.1 Upon request by DGS , the contractor shall remove installed security equipment from DGS property at the unit prices quoted.

B.8.2.2 All equipment removal shall be performed in NBH.

B.8.2.3 Removed equipment shall be salvaged and placed into an inventory for additional work or spare parts. This inventory shall not be mixed with the service inventory described in §2.03D and shall remain the property of DGS.

B.8.2.4 The contractor shall clean the area removing all dust and debris from the work area at the end of the day or when the project is completed, which ever occurs first.

B.9.3 Equipment Additions

B.9.3.1 Upon request by DGS, the contractor shall install security equipment in designated locations at the unit prices quoted. Where DGS authorizes used equipment from the inventory described in B.3 the contractor shall deduct the price of said equipment from the equipment portion of the quoted prices.

B.9.3.2 All equipment shall be installed per the District of Columbia's Standard Security Details.

B.9.3.3 All installation work shall be performed in NBH.

B.9.3.4 The contractor shall clean the area removing all dust and debris from the work area at the end of the day or when the project is completed, whichever occurs first.

B.9.3.5 The contractor shall place in each new M5 or EP-1502 container:

- a. A service log to be completed as future service work at that location occurs
- b. A panel loading sheet showing which inputs, outputs and communication ports are occupied and a description of what is connected to each.

B.9.4 Equipment Replacement

B.9.4.1 Upon request by DGS, the contractor shall replace security equipment in designated locations.

B.9.5 Contract Reconciliation for Additions and Deletions

B.9.5.1 Equipment coming off warranty shall be added to this contract at the established unit prices listed as Preventive and Remedial Service in the price matrix submitted with the Offeror's proposal. Similarly, equipment removed from service shall be deducted from this contract.

B.9.5.2 For equipment coming off warranty, PSD will schedule a walk-through of the installation with the contractor and the installing contractor one month prior to the expiration of the warranty. PSD will be responsible for ensuring the contractor corrects any deficiencies noted before the equipment shall be added to the service contract. PSD will have the final word in determining which deficiencies merit correction.

B.9.5.3 Price adjustments to the service contract shall be implemented on the first day of each quarter. One month prior to the end of each quarter, the contractor shall submit for PSD approval, a list of all items added and deleted in the previous three months and their individual and cumulative effects on the service contract price.

B.10 Deliverables

B.10.1 Training

B.10.1.1 The contractor's pricing shall include the cost of training operators and administrators as follows:

B.10.2 Operator Training

B.10.2.1 The contractor shall provide two operator training sessions per year on site or at a location approved by PSD. Dates shall be as agreed upon by PSD and the contractor.

- a. Each session shall be a minimum of eight hours in duration. Field setup time, startup time and testing time shall not be considered as training time.
- b. Training shall be provided for each installed system and shall be conducted by factory-trained individuals.
- c. PSD shall notify the contractor at least two weeks in advance of the names of attendees.
- d. Contractor shall provide each attendee with a basic operations manual for each installed system.
- e. All operator training shall be conducted in a formal classroom-type atmosphere.

B.10.3 Administrator Training

B.10.3.1 The contractor shall provide one administrator training session per year on site or at a location approved by PSD. Dates shall be as agreed upon by PSD and the contractor. This training shall be for PSD oversight staff that must understand the system and know how to operate it.

- a. Administrator training shall be a minimum of 24 hours conducted over three eight-hour days. Field setup time, startup time and testing time shall not be considered as training time.
- b. Items taught in operator training sessions shall not be repeated in administrator sessions.
- c. Administrator training shall be provided for each installed system and shall be conducted by factory-trained individuals.
- d. PSD shall notify Contractor, at least two weeks in advance, of the names of attendees.
- e. Contractor shall provide each attendee a complete administration manual for each installed system.
- f. All administrator training shall be conducted in a formal classroom-type atmosphere.

B.10.4 Submittals

The following submittals shall be provided for all added equipment:

B.10.4.1 Shop Drawings:

Submit the following for approval as one complete package. The submittal shall be rejected if items are missing:

B.10.4.1.1 A complete bill of materials listing each device and quantity to be supplied.

B.10.4.1.2 Technical data sheets for each item in the bill of materials. Clearly indicate on sheets covering multiple models and options which models and options are being supplied.

B.10.4.1.3 Riser diagrams showing interconnections, 110VAC and LAN drop requirements.

B.10.4.1.4 Detail drawings showing installation and mounting of any devices or assemblies not included in the Standard Security Details.

B.10.4.1.5 The contractor shall not order any equipment until shop drawings have been approved. Contractor shall identify any long lead-time items that will require early approval.

B.10.4.1.6 Acceptance of shop drawings shall not relieve the contractor from compliance with these specifications. The check of shop drawings is for review of general conformance with the District's security design concept. Contractor shall remain responsible for meeting all the requirements of the contract documents.

B.10.4.2 Wiring diagrams:

B.10.4.2.1 Point-to-point termination schedules.

B.10.4.2.2 Rack loading diagram.

B.10.4.3 As-Built Drawings and Documentation:

B.10.4.3.1 Each of the following shall be submitted for approval:

- a. Operating Manuals for each system provided.
- b. Maintenance Manuals for each system provided.
- c. Configuration Manual:
 - i. Diagrams showing device matrix and panel matrix schedule.
 - ii. As-built hardware capacities and expansion capabilities.
- d. A full size drawing set to include all drawings listed above for shop drawing submission updated to reflect the as-built condition.

B.10.4.3.2 On approval, submit 1 hard copy and one soft copy of all drawings and documentation.

B.10.4.5 Deliverables Table The contractor shall submit the following documentation to PSD as defined in the table below.

Section	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
B.5	List of technical staff including system administrator and project manager	1 1	Hard Copy Soft Copy	10 Days after contract award	COTR
B.11.2	Operator Training Classes	2	Classroom	Bi-Annually	COTR
B.11.3	Administrator Training Classes	1	Classroom	Annually	COTR
B.11.4	Schematic System Layout to include Shop Drawings and Wiring Diagrams	1	Hard Copy Soft Copy	Six months after award	COTR
B.6	Quality and Preventive Maintenance Plan	1 1	Hard Copy Soft Copy	30 Days after contract award	COTR
C.2.1.2	Fully executed copies of all subcontracts identified in the subcontracting plan to the CO, District of Columbia Auditor and the Director of DSLBD.	2	Hard Copy Soft Copy	21 Days after contract award	COTR
C.2.1.2	Quarterly Report	2	Hard Copy Soft Copy	Quarterly Per Year	COTR
C.2.1.2	Annual Report	2	Hard Copy Soft Copy	Annually	COTR

B.11 Licensing, Accreditation and Registration

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

B.12 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 statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

B.13 Service Contract Act

The Service Contract Act (Attachment G) is applicable to this Project. As such, the Contractor and its trade subcontractors shall comply with the Living Wage Act. Reporting requirements imposed by that Act are attached here to as (Attachment I).

B.14 Time is of the Essence

Time is of the essence with respect to the contract. The Department shall have priority any other similar contract held by the Contractor throughout the course of the contract. As such, the Contractor must dedicate such personnel and other resources as are necessary to ensure that the required services are completed on-time and in a diligent, skilled and professional manner.

SECTION C Economic Inclusion

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

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

- Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.

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

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

C.1.2 Preferences for Certified Joint Ventures

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a (h).

C.1.2.1 A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.

C.1.2.2 Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
 ATTN: CBE Certification Program
 441 Fourth Street, NW, Suite 850N
 Washington DC 20001
 (202) 727-3900

C.1.2.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

C.2 Subcontracting Plan

An Offeror responding to this solicitation which is required to subcontract shall be required to submit with its offer, any subcontracting plan required by law. Offeror's 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 50% of the dollar volume of the contract shall be subcontracted in accordance with **Attachment H**.

C.2.1.1 Subcontracting Plan Requirements

Mandatory Subcontracting Requirements

1. Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 50% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
2. If there are insufficient SBEs to completely fulfill the requirement of paragraph (a)(1), then the subcontracting may be satisfied by subcontracting 50% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
3. A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections (a)(1) and (a)(2) of this clause.
4. Except as provided in (a) (5) and (a) (7), a prime contractor that is a CBE and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 50% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
5. A prime contractor that is a certified joint venture and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 50% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

6. Each CBE utilized to meet these subcontracting requirements shall perform at least 50% of its contracting effort with its own organization and resources.
7. A prime contractor that is a CBE and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

C.2.1.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 50% of the dollar volume of this contract in accordance with the provisions of section (a) of this clause. The plan shall be submitted as part of the offer and may only be amended with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- a. The name and address of each subcontractor;
- b. A current certification number of the small or certified business enterprise;
- c. The scope of work to be performed by each subcontractor; and
- d. The price that the prime contractor will pay each subcontractor.

e. Copies of Subcontracts

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, District of Columbia Auditor and the Director of DSLBD.

f. Subcontracting Plan Compliance Reporting.

- (1) The Contractor has a subcontracting plan required by law for this contract; the Contractor shall submit a quarterly report to the CO, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:
 - a. The price that the prime contractor will pay each subcontractor under the subcontract
 - b. A description of the goods procured or the services subcontracted for

- c. The amount paid by the prime contractor under the subcontract;
- d. A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

(2) If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

g. Annual Meetings

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

h. Notices

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

i. Enforcement and Penalties for Breach of Subcontracting Plan

1. A Contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.
2. Contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
3. If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **clause 8 of the SCP, Default.**

C.2.1.3 CBE as Prime Contractor

A prime contractor which is certified as a small, local or disadvantaged business

enterprise shall not be required to comply with the provisions of **Section C.2.**

C.3 Residency Hiring Requirements for Contractors and Subcontractors

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

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

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

SECTION D Evaluation and Award Criteria

D.1 Evaluation Process

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

D.2 Evaluation Committee

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

D.3 Oral Presentation

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

D.3.1 Length of Oral Presentation

Each Offeror will be given up to 60 minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately 30 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 60 minutes.

D.3.2 Schedule

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

D.3.3 Offeror Attendees

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this project. Each Offeror 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.

D.3.4 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.

D.4 Proposal Evaluation

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

D.4.1 Qualifications and Technical Competence (35 points)

The Department desires to engage a Contractor with the experience necessary to realize the objectives set forth in **Section B** of this RFP. Offerors shall demonstrate the qualifications and technical competence necessary to perform the District's requirements as described in Section B of this RFP. Offerors will be evaluated on the basis of their qualifications and technical competence as listed below:

- i. Offeror must submit evidence it is authorized, factory trained, and certified by RS2 Systems for system deployment and sustainment. Offeror shall be a current RS2 Level 3 certified company.
- ii. Offeror must submit evidence that it is currently authorized, factory trained, and certified by Milestone Systems as an "Advanced Certified" company for system deployment and sustainment.
- iii. Offeror must submit evidence it is authorized, factory trained, and certified by Assa Abloy as an Authorized Channel Partner for Integrated Wiegand Products. Offeror shall provide evidence of current Integrated Wiegand Product Training Certification.
- iv. Offeror must provide a copy of their current Security Alarm Agent License as issued by the District Department of Consumer and Regulatory Affairs (DCRA).

D.4.2 Relevant Experience & References (Maximum 25 Points)

Offerors will be evaluated based on their demonstrated experience and ability to provide references for the support of RS2, Milestone, ASSA Abloy, and the associated

components that comprise the Citywide ESS system. The Offeror shall submit the following to demonstrate the Offeror's relevant experience and references that attest to the successful completion of services and systems for the Citywide ESS:

- Detailed descriptions of projects that best describe the offeror experience with RS2, Milestone and/or ASSA Abloy. Offeror shall provide at a minimum the following verifiable information:
 1. Project name and location
 2. Name, address, contact person, and telephone number of reference contact
 3. Description of the work performed by the Offeror
 4. Time period
 5. Identification of Offeror's personnel involved who are proposed as key personnel for this RFP
 6. Offer shall return a completed Past Performance Evaluation Form (Attachment L) for each project

D.4.3 Key Personnel (Maximum 20 points)

This factor encompasses all components of the Offeror's staff and staff related activities to perform the District's requirements as described in Section C of this RFP. Personnel assigned to this project will be evaluated on the basis of their availability and relevant experience in providing professional services related to the installation and support of the components and technologies that comprise the Citywide ESS platform. Proposals should identify, at a minimum, (i) Proposed System Administrator; (ii) Proposed Project Manager; (iii) Proposed Service Technicians (5 total). At a minimum, Offeror shall provide resumes for all proposed key personnel, including a definition of that person's proposed role for the project.

- Offeror shall provide a minimum of four (4) **current** RS2 Personnel Training Certificates.
- Offeror shall provide a minimum of two (2) **current** Milestone Training Certificates for two (2) separate individuals – one (1) **current** Certificate for Milestone Professional and one (1) **current** Certificate for Milestone Advanced.

D.4.4 Price (Maximum 20 Points)

Offerors will be required to bid a firm fixed price in substantially the form of **Attachment A**. This element of the evaluation will be worth up to twenty (20) 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 two volumes, a technical volume and a pricing volume. In addition to an original technical volume and pricing volume, Offerors shall submit five (5) copies of the technical volume of the proposal, and two (2) copies of the pricing volume and one (1) electronic copy of bid form in Microsoft Excel. The Offeror's Technical and Cost Proposal submission shall be placed in a separate sealed envelopes conspicuously marked: "Technical Proposal for Electronic Security System Maintenance" and "Price Proposal for Electronic Security System Maintenance." Copies of the pricing and technical submissions shall be labeled accordingly.

E.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

**Department of General Services
Attn: Kimberly Gray
Supervisor Goods and Services
Frank D. Reeves Center
2000 14th Street, NW
Office of the Director, 8th Floor
Washington, DC 20009**

E.3 Date and Time for Receiving Submissions

Submissions shall be received no later than 2:00 pm EST, on September 9th, 2015. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

E.4 Submission Size, Organization and Offeror Qualifications

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

E.4.1 Technical Volume

The Technical proposal shall be organized as follows:

E.4.1.1 Executive Summary

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

E.4.1.2 General Team Information and Firm(s) Data

Each Offeror shall provide the following information for itself and each of its subcontractors, if any.

- a. Name(s), address(es), and role(s) of each firm (including all sub-contractors)
- b. Profile(s), including:
 - c. Age
 - d. Firm history (ies)
 - e. Firm size(s)
 - f. Areas of specialty/concentration
 - g. Current firm workload(s) projected over the next year
- h. 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. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.

Description of the team organization and personal qualifications of key staff, including:

- i. Identification of the single point of contact for the Contractor.
- i. Resumes for each key participant on the team, including definition of that person's role, relevant experience, and anticipated workload during the performance of the Contract term.

E.4.1.3 Qualifications and Technical Competence (35 points)

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

E.4.1.4 Relevant Experience & references (25 points)

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

E.4.1.5 Key Personnel (20 points)

Each Offeror should submit a response that addresses the requirements of **Section D.4.3** of this RFP.

E.4.2 Pricing Proposal (20 points)

The Pricing Proposal shall include the following information.

E.4.2.1 Cost Information

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

E.4.2.2 Disclosure Form

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

E.4.2.3 Tax Affidavit

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

SECTION F Offeror's Procedures and Protests

F.1 Contact Person

For information regarding this RFP please contact:

Toufique Sayed, Contract Specialist
DC Department of General Services
Frank D. Reeves Center
2000 14th Street, NW, 8th Floor
Washington, D.C. 20005
Phone: (202) 671-0560
Toufique.sayed@dc.gov

Any written questions or inquiries should be sent to Toufique Sayed at the address above by 5:00 pm September 1th, 2015.

F.2 Pre-proposal Conference

A mandatory pre-proposal conference will be held on August 25th, 2015 at 10:30 am EST. The conference will be held at Department of General Services Community Room on the 2nd floor.

F.3 Mandatory Site Visit Schedule

Offerors will meet at the Protective Services Division, 64 New York Avenue, Washington DC, 20002 August 26th, 2015 at 9:00 AM.

The Site Visit Schedule is as follows:

Location	Address	Time
Protective Services Division Headquarters	64 New York Avenue Washington DC, 20002	9:00 AM
Consolidated Forensics Laboratory	655 15 th Street NW Washington DC, 2005	11:00 AM
One Judiciary Square	441 4th Street NW Washington DC, 20001	1:00 PM
John Wilson Building	1350 Pennsylvania Avenue Washington DC, 20004	3:00 PM

F.4 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 providing 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.

F.5 Protests

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

This section is intended to summarize the offer 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.6 Contract Award

This procurement is being conducted in accordance with the provisions of Section 4712 of the Department's Procurement Regulations (27 DCMR § 4716).

F.7 Retention of Submissions

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

F.8 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.9 Late Submissions: Modifications

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

F.10 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.11 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.

- G.1.1** Commercial general public liability insurance ("Liability Insurance") against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than 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 substantial completion occurs.

G.1.2 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.

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

G.2 Additional Insureds

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

G.3 Waiver of Subrogation

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

G.4 Strength of Insurer

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