



D.C. DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS

Grounds Maintenance Services

“Set-Aside for Participation by D.C Certified Business Enterprises Only”

February 20, 2015

Proposal Due Date: March 13, 2015 by 2 p.m. EST

Proposal Delivery Location: *Department of General Services
Att'n: JW Lanum
Frank D. Reeves Center
2000 14th Street, NW
Contracts & Procurement Division, 5th Floor
Washington, DC 20009*

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

Contact: Jerusalem Belai
Contract Specialist
DC Department of General Services
Frank D. Reeves Center
2000 14th Street, NW, 8th Floor
Washington, D.C. 20009
Phone: (202) 724-4108

Solicitation Number: DCAM-15-NC-0085

Executive Summary

The Department of General Services (“Department” or “DGS”) is issuing this Request for Proposals (“RFP”) to engage one or more Contractors to provide Scheduled Grounds Maintenance Services for District of Columbia public facilities under the jurisdiction of DGS.

This RFP is designated only for Certified Small Business Enterprise (CSBE) Offerors under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 *et seq.*, as amended.

A CSBE must be certified as small in the procurement categories of **NIGP Code 988-36-00 Grounds Maintenance** and **NIGP Code Landscaping 988-52-00** in order to be eligible to submit a proposal in response to this solicitation.

The Contractor must maintain the aforementioned certification throughout the term of any resulting contract. The Offeror shall submit with its proposal its CBE certification letter issued by DSLBD. The selected Contractor(s) will need to provide all management, tools, supplies, equipment, vehicles and labor necessary to perform the required services for the facilities listed on **Attachment A**. 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 Contractor will be paid an indefinite delivery indefinite quantity fixed unit price per maintenance session for each facility as described in **Attachment A**.

A.3 Selection Criteria

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

- Experience & References (30 points)
- Key Personnel (15 points)
- Work Plan and Schedule (25 Points)
- Cost (30 points)

A.4 Procurement Schedule

The schedule for this procurement is as follows:

- Issue RFP - February 20, 2015
- Pre-proposal Conference - February 25, 2015 at 10:30 am
- Last Day for Questions/Clarifications - March 4, 2015
- Proposals Due - March 13, 2015 at 2:00 pm

A.5 Attachments

- Attachment A - List of Locations/Bid Form and Offer Letter
- Attachment B - Disclosure Statement
- Attachment C - Tax Affidavit
- Attachment D - Service Contract Act Rates
- Attachment E - SBE Subcontracting Plan
- Attachment F - Living Wage Act Fact Sheet
- Attachment G - Living Wage Act of 2006
- Attachment H - First Source Agreement

SECTION B SCOPE OF WORK

B.1 Scope of Work

In general, the selected Contractor (s) shall provide all management, tools, supplies, equipment, vehicles, and labor necessary to perform the required routine, scheduled grounds maintenance services throughout the Contract term. The months of service are January through December. The intent of the services to be provided is to present a clean, neat, and professional appearance and to promote the growth of healthy grass, trees, shrubs, and plants at various District locations.

B.1.1 Routine, Scheduled Grounds Maintenance. The Contractor shall provide routine grounds maintenance services which includes the following services per maintenance session: mowing; trimming/edging; debris removal; and raking, bagging, and removal of leaves at regular intervals throughout the term of the Contract, as specified herein.

B.1.2 Mowing Services. The Contractor shall provide all personnel, equipment, tools, supervision, and other items and services necessary to ensure that all mowing is performed in a manner that will maintain healthy grass at the contract's required turf or grass height and present a clean, neat, and professional appearance.

B.1.2.1 The Contractor shall perform mowing as necessary to maintain the proper grass height of three (3) inches. Some areas will be labeled as natural or restoration areas and can have skip mow patterns to allow for wildlife habitat but these must be identified by the Department prior to the mowing season. The Contractor shall submit a routine grounds maintenance schedule to the Department no later than thirty (30) days prior to each grass growing season (March – December). Unless otherwise rescheduled due to inclement weather, all scheduled mowing shall commence and be completed in one day, or as specified. The Contractor shall cut the grass to the street curb not just sidewalks; to include the tree spaces surrounding the property. The Contractor shall mow around all physical features (i.e. poles, walls, fire hydrants, signs, etc.).

B.1.2.2 The Contractor shall mow the turf in such a way that clippings are not piled up or rows of clippings are formed. The Contractor shall change the mowing pattern or direction at each cut to reduce the grooves in the turf caused by equipment.

B.1.2.3 The Contractor shall prevent scalping, uneven mowing, rutting by equipment, and damage to trees, shrubs, and plants during Contractor operations. The Contractor shall use precautions such as removal or repair of equipment causing unnecessary damage or procedures causing unsatisfactory mowing. The Contractor shall protect all trees from damage by mowers, weed eaters, and other equipment, and protect buildings and property. The Contractor shall replace any damaged trees and landscape areas, to the satisfaction of the Department, as a result of the Contractor's action or inaction.

B.1.2.4 The Contractor shall repair turf damaged during mowing operations to its previous condition within 72 hours of being notified of the damage by the Department.

B.1.2.5 If the Contractor's equipment shreds litter such as trash or debris, the Contractor shall remove the litter the same day work in the area is completed.

B.1.2.6 The Contractor shall remove grass clippings from all surfaces immediately after mowing; or double cut to prevent smothering of the grass.

B.1.2.7 The Contractor shall perform mowing and trimming so as not to project grass clippings on paved surfaces, retaining walls, curbs, fence lines, parked vehicles and all areas abutting the grass. The Contractor shall direct grass clippings towards the property and away from the sidewalk or road abutting the property. In the event that clippings end up on sidewalks, streets, or areas outside of the District's property being worked on, the Contractor shall immediately clear such areas of clippings.

B.1.3 Trimming/Edging. The Contractor shall perform trimming/edging during each mowing maintenance session for the edging of all accessible sidewalks, curbs, mulched areas, tree wells, fencing, and flower beds. The Contractor shall define the edge to create a clean cut vertically. The Contractor shall perform trimming around all physical features on an as needed basis to match the height and appearance of surrounding grass. Physical features include, but are limited to, fence lines, poles, walls, fire hydrants, and signs. The Contractor shall be held responsible for repairing any damage to trees, shrubs, and plants from trimming. If using a string trimmer, the Contractor shall ensure that the string of the trimmer does not come in contact with the trunk of any tree. The Contractor shall clear and clean paved surfaces including, but not limited to, sidewalks, parking lots and streets, and drainage structures of grass clippings and other debris following each mowing by blowing the surface areas.

B.1.4 Removal of Debris. The Contractor shall conduct a pre-mowing site walkthrough to remove all debris that will interfere with the mowing maintenance session such as trash, limbs, or other items in the turf areas. The Contractor shall remove all trash and debris prior to mowing. The Contractor shall remove all other materials such as grass clippings, weeds, tree trimmings (branches up to 20" in diameter), fallen branches, and leaves from all turf service areas at the end of each mowing operation. In addition, the Contractor shall remove any grass clippings or other debris from all paved areas within the property boundary. The Contractor shall not blow any grass clippings down the city's catch basins, nor in the city roadways.

B.1.4.1 The Contractor shall remove trash, debris, and all other materials in a legal and environmentally-responsible manner. The Contractor shall not use trash receptacles and dumpsters located on-site for the disposition of trash organic matter and debris. The Contractor shall dispose of all debris at an off-site location in accordance with existing local, state, and federal regulations. The District may direct the Contractor to dump the grass clippings at a site for composting at any time during the term of this contract.

B.1.4.2 The Contractor is not responsible for emptying District trash receptacles and dumpsters.

B.1.5 Removal of Leaves. The Contractor shall bag and remove leaves from grounds, as needed, normally during the months of January through December. However, the typical months for leaf removal may vary. The Contractor shall submit to the Department a schedule to provide leaf removal service that will ensure that service is routinely provided until all leaves have fallen from trees surrounding each location being serviced. The District may direct the Contractor to dump the leaves at a site for composting at any time during the term of this contract.

B.1.6 Contractor's Operations and General Requirements. At all times while this Agreement is in effect, the Contractor shall comply with the following requirements:

- a. **Public Safety.** The Contractor shall provide all services in accordance with quality standards of the grounds maintenance industry. The Contractor shall erect, at the Contractor's expense, proper barricades, signs, and warning devices as required for pedestrian and traffic safety when necessary. The Contractor shall employ traffic control procedures, and shall comply with all applicable District Department of Transportation regulations while on any site or occupying public space. Erection of barricades that restrict or redirect pedestrian traffic shall be coordinated in advance with the Department or the District's building manager(s) for the location.
- b. The Contractor shall confine to the greatest possible extent, all operations, equipment, apparatus, and placement of materials to the immediate area of work. The Contractor shall comply with all District of Columbia rules and regulations in effect at the work site, including, but not limited to parking, traffic control plans and OSHA standards for landscape and horticultural services, use of walks, security restrictions, hours of allowable entrance and departure.
- c. The Contractor shall store its equipment off-site, not on District property.
- d. When observed or encountered, the Contractor shall notify DGS verbally and in writing of any defects noted in surfaces that are to receive service or any obstacles, if such defects or obstacles may affect lawn care operations or present a safety concern. Defects may include anything that impedes the Contractor's ability to mow the turf or provide other grounds keeping or grounds maintenance services, including but not limited to, water build up, building materials, dumpsters or trash receptacles, vehicles, temporary structures, or debris that is not considered litter (litter is defined as bottles, cans, paper, tires, glass, clothes, tree limbs under 4" in diameter or other materials that could be removed by the crews without the use of equipment). Depending on the nature of the defect or obstacles, the Department, once notified, will determine if and how the Contractor should precede with lawn care operations. The Contractor shall notify the designated agency point of contact of any items that need to be moved in order for work to be completed.

B.1.7 Service Hours and Scheduling

B.1.7.1 Service Hours. The Contractor shall perform all grounds maintenance services during the hours of 7:00am – 7:00pm local time (adjustments will be made for Daylight Savings Time), Monday through Friday, excluding District holidays, unless otherwise approved by the Department. For example, if the Contractor needs to work on a weekend or District holiday in order to maintain the required grass height, the Contractor shall obtain the Department’s approval. There may be situations that require the Contractor to work other than the hours specific herein. In those cases, the Contractor shall advise the Department to reschedule the work to minimize disruption.

B.1.7.2 Scheduling. The Contractor shall submit updates to the routine grounds maintenance schedule, at least by the 1st day of each month and as necessary if changes occur or as necessary to maintain the required grass height. The Department will approve the revised schedule prior to commencement of work. The schedule and number of mowing required per location, per month may change depending on funding availability, weather, and need. If after the Contractor’s schedule is approved, the District requires a change in the mowing frequency at any of the locations, the Department will inform the Contractor and request, from the Contractor, a revised Mowing Schedule. Tentative monthly mowing frequencies are:

January	1 routine grounds maintenance session (Leaf removal)
February	0 routine grounds maintenance session
March	2 routine grounds maintenance sessions
April	4 routine grounds maintenance sessions
May	4 routine grounds maintenance sessions
June	4 routine grounds maintenance sessions
July	3 routine grounds maintenance sessions
August	2 routine grounds maintenance sessions
September	3 routine grounds maintenance sessions
October	2 routine grounds maintenance sessions
November	1 routine grounds maintenance session (Leaf removal)
December	1 routine grounds maintenance session (Leaf removal)

B.1.7.3 Inclement Weather. The Contractor may cancel all or part of a schedule mowing due to inclement weather. The Contractor shall notify the Department, preferably on or before 8:00am of the day to be canceled, when such cancellation is desired, or as soon as inclement weather is known and the Contractor shall also notify the Department of the date for which service is rescheduled. Inclement weather shall be defined as weather that both the Contractor and the Department agree makes the accomplishment of quality work unfeasible, unusually time-consuming, or potentially dangerous or harmful. In the event mutual agreement cannot be reached for a particular mowing, the inclement weather determination shall be made by the Contractor. Any part of a scheduled mowing that is canceled due to inclement weather shall be rescheduled by the Contractor to a date within three calendar days (excluding weekends and District holidays) of the cancellation. The District, at its option, may elect not to reschedule any

part of a mowing. If the District elects not to reschedule, the District will not be obligated to pay the Contractor for that portion of the cut that did not take place.

B.1.7.4 Emergency & Unplanned Services. The Department may require unscheduled/emergency service. When required, the Department will notify the Contractor as far in advance as possible. The Contractor shall be prepared to respond to requests for unscheduled/emergency service within as little as two hours. The Contractor shall designate a point of contact on its staff, to receive such notification, who can readily respond. The Department may change locations or schedules of cuts, if needed, without any additional charge to the Department.

B.1.7.5 Reporting. At all times while this Agreement is in effect, the Contractor shall comply with the following requirements:

- a. The Contractor shall submit daily, weekly, and monthly Work Completion Reports to the Department, on a mutually agreed upon routine grounds maintenance schedule. All reports are required to be submitted via email, in PDF format.
- b. The Contractor shall immediately notify the Department, in writing, of any accidents on the job site arising from the performance of this Agreement that involve bodily injury to Contractor's employees or District workers or both, building occupants, visitors, or other persons.

B.2 Key Personnel

B.2.1 The Offeror's personnel should have the necessary experience and licenses to perform the required work. Toward that end, Offerors should include within the proposal a description of the staff available to perform this work and their qualifications. Key personnel shall include, at a minimum, the following individuals: (i) the account executive for this contract; (ii) the individual who will be responsible for dispatching crews and equipment; and (iii) the key foreman who will oversee and supervise the work in the field. The account executive should be a senior member of the Offeror's management team who has the authority and responsibility for ensuring that the Contractor's responsibilities are properly discharged. The Contractor will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement.

B.2.2 The Contractor shall designate two Key Personnel to be available to communicate with the Department by telephone and email twenty-four (24) hours a day, seven (7) days a week over the course of the contract.

B.2.3 The on- site supervisor(s) or alternate(s) shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract.

B.2.4 The Contract Manager, on-site supervisor(s), and any alternates shall have excellent oral and written communication skills, and be able to read, write, speak and understand the English language.

B.2.5 The Contractor shall not employ any person for work on this contract if such employee is identified to the Contractor by the Department as a potential threat to the health, safety, security, general well-being or operational mission of the District agency, its employees, and visitors. Where reading, understanding, and discussing safety and environmental warnings are an integral part of a contract employee's duties, that employee shall be able to communicate effectively with the Contract supervisor(s).

B.2.6 The Contractor's employees shall present a neat appearance and be easily recognized as the Contractor's employees. The Contractor shall provide each employee with a uniform (e.g. hat, shirt with logo, or matching tops and bottoms) as well as an identification badge that shall include the employee's name and Contractor's name. The identification badges shall be worn or attached to the outer garment at all times.

B.2.7 The Contractor shall ensure employees have a current and valid driver's license before the employee operates a contractor-owned vehicle.

B.2.8 The Contractor shall provide employees that are fully capable, experienced, and trained in the work they are employed to perform. The Contractor shall ensure employees are qualified to safely operate grounds maintenance equipment before assigning employees to tasks that require use of the equipment. The Contractor shall maintain records of each individual's training, including a certificate of training completion.

B.2.9 Prior to assigning an employee to work on this contract, the Contractor shall provide, at minimum, environmental, health and safety training to the extent required by federal, state and local laws and instructions related to the provision of grounds keeping and landscaping services. The Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to all employees or other persons affected and all job related materials and equipment.

B.2.10 In performance of the contract, it shall be the responsibility of the Contractor to assure the availability of employees at all times to complete work under the contract.

B.2.11 Services are performed at a location where children may be present and may come in direct contact with the Contractor's employees; the District may require the Contractor to conduct background checks of its employees who will be assigned to work at such locations.

B.3 Equipment

B.3.1 The Contractor shall provide and maintain contractor -owned or leased vehicles to meet the requirements of this contract. Any Contractor vehicles used in the performance of this contract shall have the company name prominently displayed on both sides of the vehicle.

B.3.2 All vehicles used in the performance of this contract shall be in operable condition and meet the local, state and federal safety requirements. The Department may inspect the Contractor's vehicles at any time and direct the removal of any unsafe or non-functional vehicles. All vehicles shall be registered, licensed, insured, and operated by a licensed driver. All vehicles shall be registered; have Department of Transportation (DOT) numbers visible as required by law; and follow all District regulations related to parking, driving, and licensing.

B.3.3 The Contractor's equipment, including but not limited to mowers (push, riding and tractor), and trimmers shall be of a quality, size and type suitable for accomplishing the required work. The Contractor's equipment shall be in good repair and able to operate efficiently and safely. Mower blades shall be sharp, to prevent the tearing of the grass blades.

B.3.4 The Contractor's equipment shall have the proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Department shall direct the Contractor to remove such equipment and/or operator until the deficiency is corrected to the satisfaction of the District.

B.3.5 The Department may inspect the Contractor's equipment and tools at any time.

B.4 Work Plan and Quality Assurance

The Contractor shall establish, develop, maintain, and implement a Work Plan, including a complete Quality Control Plan (QCP) delineating the Contractor's Quality Control Program and Inspection System to monitor and control its performance of services to ensure compliance to the contract requirements. The Contractor shall submit the Work Plan with its proposal. The QCP shall include timely and effective corrective action for all deficiencies identified by the Contractor or the Department; shall implement procedures to identify, prevent, and ensure non-recurrence of defective services; shall address inspection procedures; shall provide an action plan for correction of discrepancies; shall provide a strategy for retaining qualified personnel; and shall explain management's role in its commitment to quality performance. After initial approval, if the plan is updated or changed, the Contractor shall re-submit the QCP to the Department for approval.

B.5 Licensing, Accreditation and Registration

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.

B.6 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.7 Service Contract Act

The Service Contract Act is applicable to this Project. As such, the Contractor and its trade subcontractors shall comply with the wage and reporting requirements imposed by that Act. Applicable wage determinations are attached hereto as **Attachment D**.

B.8 Time is of the Essence

Time is of the essence with respect to the contract. The Department shall have priority over 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. Preferences for Certified Business Enterprises

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 et seq., as amended (“Act”, as used in this section), the District shall apply preferences in evaluating bids from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

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.1.3 Verification of Bidder’s Certification as a Certified Business Enterprise

C.1.3.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder’s certification with DSLBD, and the

bidder should not submit with its bid any additional documentation regarding its certification as a certified business enterprise.

C.1.3.2 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

C.1.3.3 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

A bidder responding to this solicitation which is required to subcontract shall be required to submit with its bid, any subcontracting plan required by law. Bids responding to this RFP shall be deemed nonresponsive and shall be rejected if the bidder 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 E**.

C.2.1.1 Subcontracting Plan Requirements

(a) 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 a bid 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 a bid 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, 35% 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 35% of its contracting effort with its own organization and resources.
- (7) A prime contractor that is a CBE and has been granted a bid 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.

(b) 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 bid 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:

- (1) The name and address of each subcontractor;
- (2) A current certification number of the small or certified business enterprise;
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor will pay each subcontractor.

(c) 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, CA, District of Columbia Auditor and the Director of DSLBD.

(d) Subcontracting Plan Compliance Reporting.

- (1) If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, 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; and
 - (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.

(e) 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.

(f) 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.

(e) 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) A 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.2.1.2 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.

C.4 Apprenticeship Act

The D.C. Apprenticeship Act of D.C. Law 2-156, ("Act") as amended shall apply to this project. All subcontractors selected to perform work on the project on a craft-by-craft basis shall be required to comply with this Act. All terms and conditions of the D.C. Apprenticeship Council Rules and Regulations shall be implemented. Please note that 35% of all apprenticeship hours worked must be performed by District residents. The Contractor shall be liable for any subcontractor non-compliance.

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Evaluation Process

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

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

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 Experience & References (30 points)

The Department desires to engage a Contractor with the experience necessary to realize the objectives set forth in Section A of this RFP. Offerors will be evaluated based on their demonstrated experience with: (i) managing grounds maintenance for multi-asset property portfolios; (ii) supervising multiple work crews; (iii) experience with and knowledge of grounds maintenance operations and equipment; and (iv) access to the necessary equipment and labor to implement and perform the necessary services. This element of the evaluation will be worth up to thirty (30) points.

D.4.2 Key Personnel (15 points)

The Department desires that senior personnel assigned to this project have experience in managing similar projects. The availability and experience of the key individuals assigned to this project will be evaluated as part of this element. Proposals should identify, at a minimum: (i) the Contract Manager for this contract; (ii) the individual who will be responsible for dispatching crews and equipment (if separate from the Contract Manager); (iii) the key supervisors who will oversee and supervise the work in the field; (iv) identification of the single point of contact for the Contractor; and (v) 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. This element of the evaluation will be worth up to ten (15) points.

D.4.3 Work Plan and Schedule (25 Points)

Offerors are required to submit a Work Plan and Schedule. The Work Plan should clearly explain how the Contractor will manage the work required under the contract. It should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the plan should: (i) identify the key personnel and their specific roles in managing the Project; (ii) provide a description of the equipment that is

available to the Offeror, and a description of where such equipment is stored; (iii) a description of the Offeror's workforce and how its crews will be mobilized (i.e. phone tree, etc.) so as to ensure that sufficient workers will be available; (iv) A Quality Control Plan (QCP) delineating the Contractor's Quality Control Program and Inspection System to monitor and control its performance of services to ensure compliance to the contract requirements. The Department will also consider the experience of the Contractor and its team members have working together on similar projects. This element of the evaluation is worth up to thirty (25) points.

D.4.4 Cost (30 points)

Offerors will be required to bid fixed unit price per maintenance session, for the base year as well as four (4) option years. This element of the evaluation is worth up to thirty (30) points.

SECTION E PROPOSAL ORGANIZATION AND SUBMISSION

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

E.1 Submission Identification

Submissions shall be proffered in an original and six (6) copies. The Offeror's technical and Cost Proposal submission shall be placed in a separate sealed envelopes conspicuously marked: "Technical Proposal for Grounds Maintenance" and "Price Proposal for Grounds Maintenance".

E.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

**Department of General Services
Att'n: JW Lanum
Frank D. Reeves Center
2000 14th Street, NW
Contracts & Procurement Division, 5th Floor
Washington, DC 20009**

E.3 Date and Time for Receiving Submissions

Submissions shall be received no later than 2:00 pm EST, on March 13, 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 Bid Form

Each Offeror shall submit a bid form substantially in 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 Disclosure Form

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

E.4.3 Executive Summary

Each Offer should provide a summary of no more than three pages of the information contained in the following sections.

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

Each Offeror should provide the following information for the principal grounds maintenance firm and its subcontractors, if any.

- A. Name(s), address(es), and role(s) of each firm (including all sub-contractors)
- B. Firm profile(s), including:
 - i. Age
 - ii. Firm history(ies)
 - iii. Firm size(s)
 - iv. Areas of specialty/concentration
 - v. Current firm workload(s) related to grounds maintenance for the next six months. This should include a listing of all contracts/obligations that the Offeror has with respect to grounds maintenance for the 2015 growing season.
 - vi. 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.

E.4.5 Experience and References (30 points)

Each offeror shall submit the information requested in D.4.1 of the RFP.

E.4.6 Key Personnel (15 points)

Each offer shall submit the information requested in D.4.2 of the RFP.

E.4.7 Work Plan and Schedule (25 points)

Each Offeror shall submit the information requested in D.4.3 of this RFP.

E.4.8 Cost Information (30 points)

Each Offeror shall submit the information requested in D.4.4 of this RFP.

E.4.9 Tax Affidavit

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

F.1 Contact Person

For information regarding this RFP please contact:

Jerusalem Belai
DC Department of General Services
Frank D. Reeves Center
2000 14th Street, NW, 8th Floor
Washington, D.C. 20005
Phone: (202) 724-4108

Any written questions or inquiries should be sent to Jerusalem Belai at the address above.

F.2 Preproposal Conference

A preproposal conference will be held on February 25, 2015 at 10:30 am EST. The conference will be held at Department of General Services. Interested Offerors are encouraged to attend.

F.3 Explanations to Prospective Offerors

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

Questions should be directed to Jerusalem Belai at the address listed in Section F.1 no later than 3:00 pm on March 4, 2015. The person making the request shall be responsible for prompt delivery.

F.4 Protests

Protests shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering submissions. In all other cases, a

protester shall file the protest within ten (10) days after the protester knows or should have known whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

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

F.5 Contract Award

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

F.6 Retention of Submissions

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

F.7 Examination of Submissions

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

F.8 Late Submissions: Modifications

- 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.
- A. 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.

- B. 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.9 No Compensation for Preparation of Submissions

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

F.10 Rejection of Submissions

The Department reserves the right, in its sole discretion:

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

F.11 Limitation of Authority

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

F.12 Non-Responsive Pricing

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

SECTION G INSURANCE REQUIREMENTS

G.1 Required Insurance

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

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.