

**DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES
REQUEST FOR QUALIFICATIONS (RFQuals)
Solicitation Number: [DCAM-21-NC-RFQuals-0002](#)**

**DGS SERVICES SCHEDULE FOR GENERAL CONTRACTORS, SKILLED/UNSKILLED
TRADE SUBCONTRACTORS & RELATED FACILITY MAINTENANCE, REPAIR &
OTHER SPECIALIZED SERVICE CONTRACTORS**

This solicitation is designated only for certified small business enterprise (“SBE”) contractors 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. ONLY contractors that are certified by the District of Columbia Department of Small and Local Business Development (“DSLBD”) as a SBE are eligible to participate.

Solicitation Issue Date:	Tuesday, July 6, 2021
SOQ Due Date:	FY21 ROUND 1: Wednesday, July 14, 2021 by 4:00 P.M. EST
Last Day for Question:	Thursday, July 9, 2021
SOQ Delivery Information:	Section [E.8.1] Tuesday, July 14, 2021 at 4:00 P.M. Electronic Submission: DGS CONTRACTS & PROCUREMENT PROPOSAL SUBMISSION PORTAL
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SECTION A EXECUTIVE SUMMARY

A.1 INTRODUCTION AND OVERVIEW

The Government of the District of Columbia, acting by and through its Department of General Services (“DGS” or the “Department”), Division of Contracts and Procurement (“C&P”), collectively (the “District”), is issuing this Request for Qualifications (“RFQs”) to solicit Statements of Qualifications (“SOQs”) from Certified Small Business Enterprises (“SBE”) firms to qualify and join the *DGS Services Schedule for General Contractors, Skilled/Unskilled Trade Subcontractors & Related Facility Maintenance, Repair & Other Specialized Service Contractors* who are interested in prequalifying to complete to provide small general construction, facility maintenance, and repair service type projects at various properties within the District’s real estate portfolio.

A.2 PURPOSE OF THIS REQUEST FOR QUALIFICATIONS

The Department will use this RFQs to establish a capacity pipeline for current and future facility maintenance, repair, and small general construction type projects. The pre-qualified firms will be given an opportunity to submit bids/proposals for a variety of set-aside Facilities Management Division (“FMD”) projects to include but not limited to: (i) annual school readiness projects, (ii) emergency response, (iii) routine services, (iv) preventative maintenance services, (v) project-driven work and/or (vi) concentrated work order reduction efforts, each with clearly established scopes and timeline parameters. Subject to the conditions prescribed by the Department and provided herein, the result of the rolling RFQs will establish the “DGS Services Schedule for General Contractors, Skilled/Unskilled Trade Subcontractors & Related Facility Maintenance, Repair & Other Specialized Service Contractors”. The Schedule will enhance the Departments effort to compete individual projects successfully and economically within the Facilities Management Division’s portfolio for an array of service area types.

A.2.1 This RFQs will re-open for additional submissions October 2021 and on a bi-annual basis thereafter (annually during the months of May and October) the Department will open the RFQs for additional submissions to identify eligible SBE vendors. The Department reserves the right at any time and without notice to expand and or limit the service area types.

A.2.2 Offeror’s may submit and qualify for one or multiple service types. The statement of qualifications (“SOQs”) must meet all requirements established by this RFQs and all Offerors must hold the applicable license requirements as determined by the District’s Department of Consumer and Regulatory Affairs (“DCRA”). Failure to meet an RFQs requirement may render an Offeror’s SOQ non-responsive, while the extent to which an Offeror meets or exceeds an RFQs requirement will be rated by in accordance with the criteria outlined in **Section D** reflective of the scoring of Offeror’s SOQs submissions.

A.3 PROJECT DELIVERY METHOD

A.3.1 The established roster of pre-qualified SBE General Contractors, Skilled/Unskilled Trade Subcontractors & Related Facility Maintenance, Repair & Other Specialized Service Providers will be given an opportunity to compete for the Department's various FMD project-specific facility maintenance, repair, and small general construction type projects as they arise. Each such pre-qualified contractor will be required to enter into a Basic Ordering Agreement ("BOA" or "Contract") that will set forth the general terms and conditions of the process as well as establish the method by which Task Order Agreements for specific projects will be competed and awarded. Offerors should note; however, that the BOA will not authorize any specific work or constitute a guarantee that any work will be assigned to a Contractor. ***Any and all work will be authorized and released through the competitively awarded Task Order Agreements.***

A.3.2 ***The Form of Contract ("Form of Contract") is incorporated hereunder as Attachment B - BOA.*** Offerors should carefully review the Form of Contract when preparing their SOQ submission. Offerors should note that the Form of Contract ***will not*** authorize any specific work or constitute a guarantee that any work will be assigned to a Contractor. To the extent there are any inconsistencies between this RFQs and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their SOQ Submissions premised upon entering into a Contract that is substantially similar to the Form of Contract formally titled the BOA.

A.3.2.1 The specific project descriptions and requirements will be provided with each Request for Task Order Proposal ("RFTOP(s)") solicitation issued pursuant to the awarded BOAs.

A.3.2.2 The pre-qualified BOA holders shall be prepared to compete for the work as further described in a project specific RFTOP. The BOA Contract holders may be provided with an opportunity to walk the project site(s) with the Department's representatives in order to better understand and clarify the site-specific scope. Each such BOA Contractor will then be required to submit a proposal with a Task Order price offer for the proposed work, as described in the RFTOP(s). The amount of time that BOA Contractors will be given to submit proposals under the RFTOP(s), will depend on the specifics of each individual project. The Department will make award for each such project primarily based on price proposals and consideration of other technical factors as it deems appropriate, to include differences in scope and/or proposed design equipment, and materials. Each RFTOP(s) will detail the award criteria for each such project. The successful RFTOP Offeror will be awarded a project specific Task Order Agreement.

A.3.3 Basic Ordering Agreement Term

The Indefinite Delivery / Indefinite Quantity (“ID/IQ”) type BOA shall have a base term (up-to a twelve (12)-month period) (the “Base Term”) and include the option to extended term for up to four (4) one (1)-year option periods (the “Option Period(s)”). In no event shall the Base Term and all Option Periods total more than five (5) years, unless prior to the expiration of a contract, the Chief Procurement Officer (“CPO”) determines in writing that it is in the best interest of the District to extend the term beyond the total term specified and provides justification for using a sole source modification in accordance with **Title 27, Chapter 47 of the DCMR.**

A.4 DEPARTMENT OF GENERAL SERVICES STANDARD CONTRACT DOCUMENTS

The BOAs and resulting, awarded Task Order Agreement will incorporate (i) the Department of General Services Standard Contract Provisions for (Construction Contracts) terms which apply only to the construction phase of the contemplated projects – *Attachment C*; and finally (ii) the Department of General Services, Standard Contract Provisions for Supplies and Services Contracts, included here as *Attachment D*; and such other exhibits and attachments as are incorporated into the RFQuals (all such documents are referred to as “Contract Documents”).

A.5 Attachments

The following attachments are specifically made a part of, and incorporated into, this RFQuals:

- Attachment A:** Application for Pre-qualification of General Contractors, Trade Subcontractors and Related Construction Service Providers
- Attachment B:** Issued by Addenda
- Attachment C:** Department of General Services Standard Contract Provisions (Construction Contracts), as applicable to the construction phases only.
- Attachment D:** Department of General Services Standard Contract Provisions (Supplies and Services Contracts) (January 2016)
- Attachment E:** Vendor Proposal Submission Portal Instructions

A.6 CONTRACTOR’S COMPENSATION

The purpose of this RFQuals is strictly to pre-qualify Offerors to enter into a BOA, to compete in RFTOPs as projects become available. It should be noted that nothing in this RFQuals should be construed as an obligation on the District. The terms and provisions of such future Task Order(s) shall be set forth in a separate agreement and negotiated as part of the RFTOP process – **Section [A.3] Project Delivery Method.**

The BOA shall merely set forth the basic parameters of the program and shall not constitute a guarantee that any work shall be forthcoming. All work will be authorized and released by project specific Task Order Agreements. Typically, the narrative scope of work will not include complete drawings, and as such, contractors should be prepared to complete the work as further described in the Request for Task Order

Proposal (“RFTOP”) issued for each project. The narrative scope of work will be issued to three (3) or more of the Contractors and each of those Contractors will be provided with an opportunity to walk the project with the Department’s representatives in order to better understand and clarify the work. Each such Contractor will then be required to submit a lump sum price, and/or such other type of compensation requested by the Department to fully complete the proposed work. The specific method of compensation will be specified in the RFTOP. As such and absent specific instructions to the contrary, proposed Task Order pricing shall be “all inclusive” and should include sufficient funding to cover all of the Contractor’s costs necessary to complete the particular project, including, but not limited to, profit, home and field office overhead, supervision, labor, materials, equipment, bonds, insurance and such professional services as may be required to complete the design and obtain the necessary permits, insurance coverage and provisions as required by **Section [I.14]** and all applicable year-over-year service cost increases due to market variables and any increase to labor category, direct hourly rates issued by the U.S. Department of Labor Service Contract Act Wage Determination and or the D.C. Living Wage Act of 2006 (whichever prevailing wage is applicable under the award of the Contract for the Base Period and any subsequent Option Periods) and, all else necessary to perform all work related to providing the District with safe and proper provision of required services as described herein.

A.4 Limitations

A.4.1 Minimum Order: The minimum order for the awardees will be in an amount of \$50.00 during the base year and each option year period.

A.4.2 Maximum Order: The maximum aggregate *non-guaranteed* value of all Task Order Agreements issued to a single Contractor shall not exceed \$5,000,000.00 per base year and each option year issued pursuant to the BOA.

A.7 SELECTION CRITERIA

SOQs will be evaluated in accordance with **Section [D]** of this RFQs. The following evaluation criteria will be used:

Factor A: Demonstrated Experience of the Firm (15 points)
Firm experience as relates to general contractor, trades, and other services

Factor B: Demonstrated Experience and Training of the Firm’s Personnel(35 points)
Personnel experience to include certifications, licenses, etc.

Factor C: Proposed Approach (35 points)
The proposed Management Plan should demonstrate the Offeror’s approach to small general construction, facility maintenance, repair type projects in general, detailing a clear understanding of the firm’s core business and competitive advantage as a prospective service provider to the Department.

Factor D: Subcontracting (15 points)

Include approach to staffing the job, and strategy for sub-contracting and reaching out to the District's subcontractor and vendor community

TOTAL MAXIMUM TECHNICAL POINTS ALLOWABLE 100

A.8 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET-ASIDE MARKET ONLY

This RFQuals is designated only for certified business enterprises (“CBEs”) under the provisions of the “Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 et seq., as amended. Thus, ONLY Offerors that are certified by the District of Columbia Department of Small and Local Business Development (“DSLBD”) as CBEs at the time of the SOQ’s/Proposal Submission Deadline are eligible.

A.8.1 An offeror responding to this solicitation that is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this RFQuals may be rejected if the offeror fails to submit a subcontracting plan that is required by law.

A.8.1.1 For contracts in excess of \$250,000, at least 50% of the dollar volume of the contract shall be subcontracted in accordance with **Section C.2**.

A.8.2 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY

- (a) Notwithstanding **Section C.2 Mandatory Subcontracting Requirements**, for all contracts in excess of \$250,000 that are unrelated to the District’s response to the COVID-19 emergency but entered into during the COVID-19 emergency, absent a waiver pursuant to D.C. Official Code § 2-218.51, at least 50% of the dollar volume (“CBE minimum expenditure”) of the contract shall be subcontracted to SBEs.
- (b) If there are insufficient qualified SBEs to meet the requirement of paragraph (a), the subcontracting requirement may be satisfied by subcontracting the CBE minimum expenditure to any qualified CBE; provided, that best efforts shall be made to ensure that qualified SBEs are significant participants in the overall subcontracting work.
- (c) For every dollar expended by the Contractor with a resident-owned business (ROB), as defined in D.C. Official Code § 2-218.02(15), the Contractor shall receive a credit for \$1.10 against the CBE minimum expenditure.
- (d) For every dollar expended by the Contractor with a disadvantaged business enterprise (DBE), as defined in D.C. Official Code § 2-218.33, the Contractor shall receive a credit for \$1.25 against the CBE minimum expenditure.

- (e) For every dollar expended by the Contractor that uses a company designated as both a DBE and as a ROB, the Contractor shall receive a credit for \$1.30 against the CBE minimum expenditure.
- (f) "COVID-19 emergency" means the emergencies declared in the Declaration of Public Emergency (Mayor's Order 2020-045) together with the Declaration of Public Health Emergency (Mayor's Order 2020-046), declared on March 11, 2020, including any extension of those declared emergencies.
- (g) This special provision shall apply to all option periods exercised under those contracts.
- (h) Except as provided in this **Section A.8.2**, the requirements of **Section C.2** shall remain in effect.

IMPORTANT NOTICE: Contracts & Procurement will notify bidders of any changes, additions and or deletions to the specifications and or responses to questions by addenda posted on the Department of General Services, Contracts & Procurement website. It is the potential Bidder's responsibility to frequently visit the Procurement's website at <http://dgs.dc.gov/page/dgs-solicitations> to obtain Addenda once they have received a copy or downloaded a copy of the solicitation.

SECTION B PROGRAM BACKGROUND

B.1 BACKGROUND

The DGS Facilities Management Division is responsible for minor general construction, maintenance, and repair of various owned and or operated facilities across the District of Columbia to include but not limited to schools, recreation centers, municipal facilities, and others. The General Contractors, Skilled/Unskilled Trade Subcontractors & Related Facility Maintenance, Repair & Other Specialized Service Providers will be solicited and tasked to provide On-Call Maintenance and/or Repair Services for the following trades: HVAC, Electrical, Plumbing, Carpentry, Painting, Concrete and Masonry and other Auxiliary Maintenance Services which include but is not limited to: (i) emergency response, (ii) routine services, (iii) preventative maintenance services, (iv) project-driven work and/or (v) concentrated work order reduction efforts with clearly established scope and timeline parameters. The Contractor(s) shall have the capabilities to respond to the Departments request, twenty-four (24)-hours, seven (7)-days-a-week, three-hundred sixty-five (365) days a year.

B.1.1 Projects set-aside for the post-RFQuals competition (e.g. RFTOP against awarded Basic Ordering Agreements) will vary, are subject to change frequently and the Department makes no representation that project types and or frequently will remain stable.

B.2 GENERAL REQUIREMENTS

B.2.1 Non-Emergency Response Time. The BOA Contractor shall arrive on-site for non-emergency service requests within forty-eight (48) hours from date the request was made by the Contracting Officer's Technical Representative ("COTR") or their designee unless otherwise directed by the COTR and or their designee.

B.2.2 Emergency Response Time. The BOA Contractor shall return all emergency calls within fifteen (15) minutes and arrive on-site within two (2) hours from COTR notification of emergency service requests. It is the contractor's responsibility to provide the COTR with a minimum of two (2) designated individuals to serve as emergency points of contact for the Department in the event that an emergency service need arises. The POC information shall include at a minimum: contact names, phone numbers, and email addresses. The BOA Contractor shall provide the COTR updated POC information as staffing changes occur.

B.3 CONFORMANCE WITH LAWS INCLUDING LICENSING, ACCREDITATION AND REGISTRATION

It shall be the responsibility of the BOA Contractor to perform its obligations under the Contract in conformance with the Department's Procurement Regulations and all applicable statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governing bodies. Each awarded general contractors, skilled/unskilled

trade subcontractors & related facility maintenance & repair service providers and all of its subcontractors and sub-consultants (regardless of tier) shall comply with all applicable District of Columbia and federal laws, including those relating to the licensing, accreditation, and registration.

B.3.1 Licenses, Permits and Certifications

The Contractor(s) and all of its subcontractors shall comply with all applicable District of Columbia, state and federal licensing, accreditation, and registration requirements and standards necessary for the performance services under this contract in accordance with the applicable D.C. Official Code § 47-2853.12 License, certification, and registration criteria and all else other D.C. Official Codes for the specified Skill Labor Categories.

B.3.2 Apprenticeship Act:

The Apprenticeship Act shall apply to this Contract and the Contractor and all of its trade subcontractors shall be required to comply with the act. In addition, thirty-five percent (35%) of all apprentice hours worked on any projects subject of this Contract shall be worked by District residents and Offerors must provide evidence of knowledge and intent to comply with the requirements under the Apprenticeship Act.

B.3.3

Time is of essence with respect to all District Government identified, awarded and assigned projects. The District cannot anticipate when each such project will begin thus these matters will be defined by each such individual RFTOP(s) and determined and structured within the awarded Task Order.

SECTION C ECONOMIC INCLUSION AND COMPLIANCE

C.1 PREFERENCE FOR SMALL, LOCAL, AND DISADVANTAGED BUSINESS ENTERPRISES

C.1.1 Pursuant to D.C. Official Code § 2-218.43, in evaluating SOQs and during the Task Order process, the Department shall award preferences as follows:

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

C.1.1.1 A certified business enterprise shall be entitled to any or all of the preferences provided in this section, but in no case shall a certified business enterprise be entitled to a preference of more than twelve (12) points or a reduction in price of more than twelve (12%) percent.

C.1.2 **Preferences for Certified Joint Ventures – *RESERVED [Intentionally Omitted]***

C.1.3 **Verification of Contractor’s Certification as a Certified Business Enterprise**

C.1.3.1 Any Contractor seeking to receive preferences on this RFQs must be certified at the time of submission of its proposal. The Contracting Officer (the “CO”) shall verify the Contractor’s certification with DSLBD, and the Contractor should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.

- a) Any vendor seeking certification in order to receive preferences under this RFQs should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW | Suite 850N | Washington, DC 20001
Tel: (202) 727-3900 | Email: dslbd@dc.gov

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

C.2 MANDATORY SUBCONTRACTING REQUIREMENTS

- C.2.1** In accordance with **Section [A.6.2]**, 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).
- C.2.2** If there are insufficient SBEs to completely fulfill the requirement of **Section [C.2.1]** above, 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.
- C.2.3** 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 [C.2.1] and [C.2.2]**.
- C.2.4** Except as provided in **Sections [C.2.5] and [C.2.7]**, a prime contractor that is a CBE and has been granted a proposal 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.
- C.2.5** If the prime contractor 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, the CBE member of the certified joint venture 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. If the CBE member of the certified joint venture prime contractor performs less than **50%** of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- C.2.6** Each CBE utilized to meet these subcontracting requirements shall perform at least **50%** of its contracting effort with its own organization and resources.
- C.2.7** A prime contractor that is a CBE and has been granted a proposal 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.3 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

- C.3.1** For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

- C.3.1.1** At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.
- C.3.2** The Contractor shall negotiate an Employment Agreement with the Department of Employment Services (DOES) for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause
- C.4** **51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**
- C.4.1** For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).
- C.4.2** The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:
- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
 - (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.
- C.4.3** The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.
- C.4.4** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
- C.4.5** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.
- C.4.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- C.4.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- C.4.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

- C.4.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **Article 7** of the Department of General Services Standard Contract Provisions (Construction Contracts), Disputes and or **Article 14** of the Department of General Services Standard Contract Provisions (Supplies and Services Contracts) (January 2016).
- C.4.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

SECTION D

SOQ EVALUATION CRITERIA

D.1 SOQ EVALUATION PROCESS

The Department shall evaluate Offeror's SOQ Submissions and any best and final offers in accordance with the provisions of this **Section [D]** and the Department's Procurement Regulations.

D.2 SOQ EVALUATIONS

Each submission shall be evaluated in accordance with this **Section D**. The Pre-qualification submittals received will be analyzed, scored and a written report will be prepared summarizing the findings. A point score will be assigned to each submission in accordance with **Section D.6.1**.

D.2.1

The final scores will be used to establish the list of prequalified contractors that will be awarded a BOA and added to the DGS Services Schedule for General Contractors, Skilled/Unskilled Trade Subcontractors & Related Facility Maintenance, Repair & other Specialized Service Contractors, each of whom will be made eligible to bid on current and future set-aside facility small construction, maintenance and repair type projects. The complexity of the set-aside portfolio coupled with assessments of Vendor Qualifications, Responsibility, available Operating Capacity and Pricing are some of the factors the Department will use to prioritize opportunity and rank the best qualified service providers.

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 Method and Length of Oral Presentation

Oral presentations may be conducted via a virtual and or in-person meetings. Each Offeror will be given up to 60 minutes to make the presentation. The Offeror may be required to respond to questions. The Department may schedule the Oral Presentations virtually via Microsoft Teams meeting invitations.

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 CO.

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 7 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 SOQ SUBMISSION

Each SOQ Submission 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 RFQs for participation by Local, Small or Disadvantaged Business Enterprises firms only. Thus, the maximum total number of points possible is 112. **BOAs will be awarded to the selected pre-qualified contactors with minimum evaluated scores of 75 points.**

D.5 SOQ TECHNICAL RATING

Each Evaluation Criterion of the SOQ will be rated on a pass/fail basis – i.e., Offerors will either receive all of the factor's available evaluation points (pass) or none of the factor's available evaluation points (fail). Offerors who **do not** score the minimum 75 points during a RFQs round, are thereby deemed nonqualified and do not receive an award, the Contractor will be permitted to resubmit during any of the follow-up RFQs opening rounds.

D.6 SOQ EVALUATION CRITERIA

The SOQ Evaluation Criteria set forth below have been developed by agency technical personnel and has been tailored to the requirements of this particular RFQs. The criteria serve as the standard against which all SOQs shall be evaluated and serve to identify the significant matters which the Offeror should specifically address in complying with the requirements of this solicitation. Each Offeror's proposal will be evaluated, and the Government will make a determination of the relevancy and confidence level. While the Government will strive for maximum objectivity, the evaluation process, by its nature, is subjective; therefore, professional judgment is implicit throughout the selection process. The Offerors that provide the best value to the Government are based on the results of the evaluation criteria described in the paragraphs below which outline the evaluation categories.

SOQ's will be evaluated based on the following evaluation categories in the manner described below:

D.6.1 Technical Criteria (100 Points Maximum)

These factors consider the Offeror’s experience of past performance, key personnel, expertise, and implementation plans used in performing small general construction, facility maintenance and repair service projects as one or more of the following general categories: General Contractors, Skilled/Unskilled Trade Subcontractors & Related Facility Maintenance & Repair Service Providers. These factors include an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction with the Offeror’s performance.

TECHNICAL EVALUATION CRITERIA	POINTS
Factor A: Demonstrated Experience of the Firm	15
Factor B: Demonstrated Experience and Training of the Firms Personnel	35
Factor C: Proposed Approach	35
Factor D: Subcontracting	15
TOTAL MAXIMUM TECHNICAL POINTS ALLOWABLE	100

D.6.1.1 Demonstrated Experience of the Firm (15 points)

Firm experience as relates to General Contractors, Skilled/Unskilled Trade Subcontractors & Related Facility Maintenance & Repair Service Providers.

D.6.1.3 Demonstrated Experience and Training of the Firms Personnel (35 points)

Personnel experience to include certifications, licenses, etc.

D.6.1.4 Proposed Approach (35 points)

The proposed Management Plan should demonstrate the Offeror’s approach to construction projects in general, detailing a clear understanding of the firm’s core business and competitive advantage as a prospective service provider to the Department.

D.6.1.5 Subcontracting (15 points)

Include approach to staffing the job, and strategy for sub-contracting and reaching out to the District’s subcontractor and vendor community.

D.6.1.6 Total Points (100 Points Maximum)

Total points shall be the cumulative total of the offeror’s technical criteria points and preference points, if any.

SECTION E

ORGANIZATION, SUBMISSION, PROCEDURES, AND PROTESTS

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

E.1 CONTRACT AWARD

E.1.1 BOA CONTRACT AWARD

The Department intends to award multiple BOAs resulting from this RFQuals to the responsive and responsible Offeror[s] whose SOQ(s) conform to the solicitation and will be determined pre-qualified based on a technical evaluation score of 75 or more points in accordance with the technical factors specified in this solicitation.

E.2 STATEMENT OF QUALIFICATIONS ORGANIZATION AND CONTENT

The procurement of these services will be conducted electronically; proposal shall be submitted to the Senior Contract Specialist of record, Domonique L. Banks via the DGS Contracts and Procurement Proposal Submission Portal ***hyperlink*** →: [DGS CONTRACTS & PROCUREMENT PROPOSAL SUBMISSION PORTAL](#). To be considered, an Offeror shall submit all required attachments the submission portal before the closing date and time. ***Email, paper, telephonic, telegraphic, and facsimile proposals will not be accepted.***

E.3 SOQ SUBMISSION SIZE, ORGANIZATION AND OFFEROR QUALIFICATIONS

E.3.1 Preparing and Packaging Your Pre-qualification Submittal:

Pre-qualification submittals should provide straightforward, concise information that satisfies the requirements noted in this RFQuals. Expensive binding, color displays, and the like are discouraged. Emphasis should be placed on brevity, conformity to the Department's instructions, selection criteria of this RFQuals, and completeness and clarity of content. Organizing pre-qualification submittals into the tab order suggested below will not only help each Offeror achieve the proper emphasis but will also facilitate review and evaluation. Attachments, except as noted, will not be accepted.

E.3.1.1 Each Offeror's Statement of Qualifications (SOQ) should clearly and accurately demonstrate specialized knowledge and experience required for consideration. Each should be SOQ should be in PDF file format, clearly labeled "Pre-qualification submittal – (firm name)"; individualized by Trade Category, include the RFQuals Number, and the following submissions:

Tab 1. Cover Letter

Provide a cover letter that references this RFQuals and confirms that all elements of the RFQuals have been read and understood and that the Offeror takes no exception to the materials provided. **The cover letter shall be one page maximum** and signed by an individual authorized to bind the Offeror contractually. Include in the letter:

- The exact legal name, address, telephone and fax numbers, and federal tax identification number of the organization proposing to do business with the Department (or social security number if the organization is a sole proprietorship),
- The name, telephone, fax, address, and e-mail address of one business person who is the organization’s designated representative,
- The name, telephone, fax, address, and e-mail address of the contracts management or legal person who will liaise with the Department in contractual matters.

Tab 2. Application for Pre-qualification of General Contractors, Skilled/Unskilled Trade Subcontractors & Related Facility Maintenance, Repair & Other Specialized Service Providers, Project Category:

Complete Application form in full, per specific instructions included therein.

Section 1: Part A – General Information

- Part B – Data Required
- Part C – Questions

Section 2: Parts I through VI.

The prospective Contractor shall describe its specific responses to the selection criteria, numbered and titled as listed in section. Responses should provide specific information regarding experience, expertise of the key personnel, description of continuous quality improvement process, and capacity to deliver high quality facility small general construction, maintenance, repair and services for this project, and any other relevant selection criteria information not provided elsewhere in the Application form.

Tab 3. Proposed Approach

Provide a Management Plan for performing On-Call Maintenance and/or Repair Services for the following trades: HVAC, Electrical, Plumbing, Carpentry, Painting, Concrete and Masonry and other Auxiliary Maintenance Services which include but is not limited to: (i) emergency response, (ii) routine services, (iii) preventative maintenance services, (iv) project-driven work and/or (v) concentrated work order reduction efforts with clearly established scope and timeline parameter, activities for which your business is qualified. The Department recommends the Management Plan should deal

directly with the issues commonly identified by the Department as critical to a successful outcome, ***including but not limited to the following***: maintenance of project schedule, coordination with adjacent/concurrent infrastructure improvements, facilitating installation of owner-provided equipment, rapid response to critical repair work orders, preventative maintenance scheduling and quality control and quality surveillance of work performance etc.

This section shall be signed by an authorized representative of the prospective Contractor.

E.3.2 Submitting Your Pre-qualification submittal

Pre-qualification submittals ***are not*** to be submitted as e-mails. Pre-qualification submittals ***shall be*** sent via the DGS Contracts & Procurement Proposal Submission Portal, [CLICK HERE](#) to access the submission portal directly. The Vendor Proposal Submission Portal Instructions are included as ***Attachment E***. The Offeror assumes all risk of loss regarding submission of its SOQ in a timely fashion, and the Department shall not be held responsible for any failure.

E.4 Selection Process

E.4.1 Pre-qualification submittal Evaluation Process

An evaluation team will evaluate the Pre-qualification submittal to determine its responsiveness to the Department's expressed needs and score them as described below.

E.4.2 Pre-qualification submittal Evaluation Process:

The Pre-qualification submittals received will be analyzed and scored during the evaluation process. Each SOQ will be assigned a technical point score in accordance with the evaluation processing and grading outlined in **Section D**. Points assigned to each Technical factor will then be averaged to determine a Total Quality Points score for each Offeror.

E.4.3 Prequalified Contractors Eligible to Bid the Project:

The final scores will be used to establish the list of prequalified Contractors that will (i) enter into a Contract with the Department issued substantially in the form of a Basic Ordering Agreement ***Attachment B*** and (ii) be eligible to bid on current and future set-aside facility, small general construction, maintenance, repair and other special projects. The complexity of the set-aside portfolio coupled with assessments of *Vendor Qualifications, Responsibility, and available Operating Capacity* are some of the factors the Department will use to prioritize opportunity and rank the best qualified service providers.

E.5

Procurement Regulations Governing this RFQ Process

By responding to this RFQals the Offeror agrees to be bound by the Department's regulations with regards to this RFQals and the Pre-qualification submittal. The Department reserves the right to negotiate additional or different terms as it deems necessary. The Department reserves the right to reject any and all Pre-qualification submittals, in whole or in part, and reserves the right to issue similar RFQals in the future. This RFQals is in no way an agreement, obligation, or contract and in no way is the Department or the District of Columbia responsible for the cost of preparing the pre-qualification submittal.

A. General

1. This solicitation document, the evaluation of pre-qualification submittals, and the award of any contract shall conform with current competitive bidding procedures as they relate to the procurement of goods and services.
2. In addition to describing the Department's requirements, the solicitation document includes instructions which prescribe the format and content of pre-qualification submittals.

B. Errors in the solicitation document

1. If an Offeror submitting a pre-qualification submittal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the Offeror shall immediately provide the Department with written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the Department may modify the solicitation document prior to any date which may be fixed for submission of pre-qualification submittals by issuing an addendum.
2. If prior to any date fixed for submission of pre-qualification submittals an Offeror submitting a pre-qualification submittal knows of or should have known of an error in the solicitation document but fails to notify the Department of the error, the Offeror's pre-qualification submittal shall be submitted at its own risk, and if the Offeror is prequalified, it shall not be entitled to additional consideration by reason of the error or its later correction.

C. Questions regarding the solicitation document

1. If an Offeror's question relates to a proprietary aspect of its pre-qualification submittal and the question would expose proprietary information if disclosed to competitors, the Offeror may submit the

question in writing, conspicuously marking it as "DELIBERATIVE & CONFIDENTIAL." With the question, the Offeror must submit a statement explaining why the question is sensitive. If the Department concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the Department does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Offeror will be notified.

2. If an Offeror submitting a pre-qualification submittal believes that one or more of the solicitation document's requirements is onerous or unfair, the Offeror may submit a written request that the solicitation document be changed. The request must set forth the recommended change and the Offeror's reasons for proposing the change.

D. Addenda

The Department may modify the solicitation document prior to any date which may be fixed for submission of pre-qualification submittals by updating the RFQ posted on its website. If any Offeror determines that an addendum unnecessarily restricts its ability to submit a pre-qualification submittal, it must notify the Department no later than one day following the addendum's publishing date.

E. Withdrawal and resubmission/modification of pre-qualification submittals

An Offeror is to notify the Department in writing if they wish to withdraw their pre-qualification submittal prior to any deadline for submitting. The notice must be signed by the Offeror. The Offeror may thereafter submit a new or modified pre-qualification submittal, provided that it is received by the Department no later than any pre-qualification submittal due date. Modifications offered in any other manner, oral or written, will not be considered. Pre-qualification submittals cannot be changed or withdrawn after any pre-qualification submittal due date and time which may be set.

F. Evaluation process

1. All pre-qualification submittals that are received will be revised to determine compliance with solicitation document requirements.
2. If a pre-qualification submittal fails to meet a material solicitation document requirement, the pre-qualification submittal may be rejected. A deviation is material to the extent that a response is not in substantial accord with solicitation document requirements. Material deviations

cannot be waived. Immaterial deviations may cause a pre-qualification submittal to be rejected.

3. Pre-qualification submittals that contain false or misleading statements may be rejected if, in the Department's opinion, the information was intended to mislead an official of the District regarding a requirement of the solicitation document.
4. During the evaluation process, the Department may require an Offeror's representative to answer questions with regard to the Offeror's pre-qualification submittal. Failure of a Contractor to demonstrate that the claims made in its pre-qualification submittal are in fact true may be sufficient cause for deeming a pre-qualification submittal non-responsive.

G. Rejection of pre-qualification submittal

The Department may reject any or all pre-qualification submittals and may or may not waive an immaterial deviation or defect in a pre-qualification submittal. The Department's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse an Offeror from full compliance with solicitation document specifications. The Department reserves the right to accept or reject any or all of the items in the pre-qualification submittal, if it is deemed in the Department's best interest. Moreover, the Department reserves the right to make no selection if pre-qualification submittals are deemed not to be in the best interests of the District.

H. Suitability of pre-qualification submittal

The Department reserves the right to determine the suitability of pre-qualification submittals on the basis of a pre-qualification submittal's meeting administrative requirements, technical requirements, and its assessment of the demonstrated experience of the firm, the demonstrated experience and training of project personnel, and the project approach.

I. Decision

Questions regarding the Department's pre-qualification of contractors on the basis of pre-qualification submittals submitted in response to this solicitation document, or on any related matter, should be addressed to the individuals listed on the cover page of this RFQs, who will forward the matter to the appropriate Contracting Officer/Program Official.

E.4 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC

In addition to the proposal submission requirements outlined in **Section [E.3]** above, the offeror must submit an electronic copy of its proposal, **redacted** in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the offeror’s proposal must be submitted along with the electronic copy submission. D.C. Official Code § 2-536(b) requires the District to make available electronically copies of records that must be made public. The District’s policy is to release documents relating to District proposals following award of the Contract, subject to applicable Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful proposals will be subject to applicable FOIA exemptions.

E.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a Prospective Offeror has any questions relating to this solicitation, the Prospective Offeror shall submit the question to The Department’s Contracts & Procurement Division by following the below instructions. The Department is not responsible for question not received due to the Offeror’s failure to follow the instructions provide and late questions will not be accepted unless deemed advantageous to the District.

Questions shall be submitted electronically via the Departments, Contracts & Procurement Proposal Submission Portal. Questions shall be submitted as an attachment, in a Microsoft Word document format only and submitted and labeled accordingly:

Portal hyperlink: [DGS CONTRACTS & PROCUREMENT PROPOSAL SUBMISSION PORTAL](#)

Subject: DCAM-21-NC-RFQQuals-0002 Request for Qualifications – General Contractors, Skilled/Unskilled Trade Subcontractors & Related Facility Maintenance, Repair & Other Specialized Service Providers

Specialist: Domonique L. Banks | domonique.banks@dc.gov

Prospective Offerors shall submit any and all questions no later than **close of business on Thursday, July 8, 2021 – four (4) business days** prior to the closing date and time indicated for this solicitation in **Section [E.7.1]**. The District may not consider any questions received less than **five (5) days** before the date set for submission of proposals. The District will furnish responses via addenda issued to the solicitation and posted to the Department’s Solicitation Web page found at <https://dgs.dc.gov/page/dgs-solicitations>. An amendment to the solicitation will be issued only if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the Contract will not be binding.

It is each potential Offeror's responsibility to frequently visit the Department's Contracts & Procurement website at: <http://dgs.dc.gov/page/dgs-solicitations> to obtain any and all addenda issued once they have received a copy or downloaded a copy of the solicitation.

E.6 CONTACT PERSON

For information regarding this RFQs please contact:
Domonique L. Banks | Senior Contract Specialist
Department of General Services
2000 14th Street NW | 4th Floor | Washington, DC 20009
Tel: (202) 365-6721 | Email: domonique.banks@dc.gov

E.7 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

Protests shall be governed by D.C. Code § 2-360.08 and Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734).

E.7.1 Electronic Proposal Submission

E.7.1.1 *The procurement of these services will be conducted electronically*; proposal shall be submitted to the Senior Contract Specialist of record, Domonique L. Banks via the DGS Contracts and Procurement Proposal Submission Portal *hyperlink* →: [DGS CONTRACTS & PROCUREMENT PROPOSAL SUBMISSION PORTAL](#), on or before the proposal submission due date, *Wednesday, July 14, 2021 no later than 4:00 P.M. EST* sharp.

E.7.1.1.1 *Offerors are instructed to take care and familiarize themselves with the instructions for use of the Vendor Proposal Submission Portal incorporated as Attachment E.* Emailed, hand-delivered, telephonic, telegraphic, and facsimile proposals will ***not*** be accepted or considered for evaluation.

E.7.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal at any time ***before*** the closing date and time for receipt of electronic submission of SOQ's/proposals identified in **Section [E.7.1]**.

E.8 RESTRICTION ON DISCLOSURE AND USE OF DATA

E.8.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

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

E.8.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

E.9 RETENTION OF SOQ SUBMISSIONS

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

E.10 EXAMINATION OF SOQ SUBMISSIONS

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

E.11 LATE SOQ SUBMISSIONS AND MODIFICATIONS

- A.** Any SOQ received at the office designated in this RFQs after the exact time specified for receipt shall not be considered.
- B.** Any modification of a SOQ submission is subject to the same conditions as in **Section [E.11(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 proposal submission wrapper or other documentary evidence of receipt maintained by the installation.
- D.** Notwithstanding any other provisions of this RFQs to the contrary, a late modification of an otherwise successful SOQ submission which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- E.** SOQs shall be irrevocable and remain in full force and effect for a period not less than one hundred twenty (120) days after receipt of SOQs.

E.12 NO COMPENSATION FOR PREPARATION OF SOQ

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

E.13 REJECTION OF SOQ SUBMISSIONS

The Department reserves the right, in its sole discretion:

- A.** To cancel this solicitation or reject all SOQs.
- B.** To reject SOQs that fail to prove the Offeror's responsibility.
- C.** To reject SOQs that contain conditions and/or contingencies that in the Department's sole judgment, make the SOQs indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- D.** To waive minor irregularities in any SOQs 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 SOQs of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such proposal for this RFQuals.
- G.** To reject SOQs that indicates a lack of understanding of any aspect of the scope of work of this RFQuals.
- H.** To reject SOQs that are deemed non-responsive.

E.14 NON-RESPONSIVE SOQS

- A. Certification.** The Department may consider a SOQ non-responsive if the Offeror fails to properly complete or provides inaccurate information on the Bidder/Offeror Certification Form.
- B. Exceptions.** The Department may consider a SOQ non-responsive if the Offeror identifies any changes or exceptions to the Standard Contract Provisions.
- C. Core Competency.** The Department may consider a proposal non-responsive if the Offeror, whether by inclusion or omission, fails, in the Department's sole judgment, to demonstrate an understanding and competence in every aspect of the project.

E.15 UNNECESSARILY ELABORATE PROPOSALS

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

E.16 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the Offerors.

E.17 PROPOSAL COSTS

The District is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

E.18 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror shall acknowledge receipt of any amendment to this solicitation with its proposal.

E.19 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

E.19.1 Name, address, telephone number and federal tax identification number of offerors;

E.19.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and

E.19.3 If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

E.20 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

E.21 GENERAL STANDARDS OF RESPONSIBILITY

The prospective Contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the Contract requirements; therefore, the prospective Contractor must submit relevant documentation within five (5) days of the request by the District.

E.21.1 To be determined responsible, a prospective Contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the Contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government Contract commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

E.21.2 If the prospective Contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective Contractor to be non-responsible.

SECTION F INSURANCE

F.1 The insurance requirements described below are obtained from the District of Columbia Office of Risk Management (“ORM”) and shall be incorporated in any future RFTOP. All offerors shall be familiar with the insurance requirements.

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers’ compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor’s and its subcontractors’ Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor’s and its subcontractors’ liability policies (except for workers’ compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. Commercial General Liability Insurance (“CGL”) - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

The contractor should be named as an additional insured on the applicable manufacturer’s/distributor’s Commercial General Liability policy using Insurance Services Office, Inc. (“ISO”) form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer’s Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer’s liability insurance as follows: \$500,000

per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3rd party fidelity to cover the dishonest acts of Contractor's, its employees and/or volunteers which result in a loss to the District. The Government of the District of Columbia shall be included as loss payee. The policy shall provide a limit of \$100,000 per occurrence.
5. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
6. Environmental Liability/Contractors Pollution Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of environmental liability insurance covering losses caused by pollution or other hazardous conditions arising from ongoing or completed operations of the Contractor. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), clean-up costs, transit and non-owned disposal sites. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements. There shall be neither an exclusion nor a sublimit for mold or fungus-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous completed operations coverage will be

maintained for at least ten (10) years or an extended reporting period shall be purchased for no less than ten (10) years after completion.

The Contractor also must furnish to CO Owner certificates of insurance evidencing environmental liability insurance maintained by third party transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.

7. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts, whether between employees of contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
8. Installation-Floater Insurance - For projects not involving structures, the contractor shall provide an installation floater policy with a limit equal to the full contract value. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor.
9. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
10. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged

act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called “silent” coverage under a commercial general liability or professional liability policy will not be acceptable.

11. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor’s umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

Construction Projects Controlled by the District – If Applicable During Construction Phase

For construction projects controlled by the District, the District will procure the following policies with the District listed as the first named insured. Since the District will control the placement of the policies, the District should not contractually bind itself to secure coverage broader than the minimum that satisfy the interests of the Contractor.

Builders Risk – The District shall purchase and maintain, in a company authorized to do business in the jurisdiction in which the project is located, builders risk insurance, written on an “all risk”, special causes of loss or equivalent form. Builders risk coverage will include boiler and machinery / equipment breakdown, earthquake and flood perils. Building ordinance and terrorism coverage will be included.

The deductible shall not exceed \$25,000 except for earthquake, flood, windstorm, water damage or other perils at the discretion of the District and as available in the insurance industry.

The project limit shall equal the replacement value of the structure, including coverage for property in transit and stored off premises.

At the discretion of the District, builders risk coverage will extend to soft costs and delayed completion.

Builders risk insurance shall include the interests of The Government of the District of Columbia, the Contractor, Subcontractors and Sub – subcontractors in the project.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

D. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

E. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

F. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:

George G. Lewis, CPPO c/o Domonique L. Banks

Chief Procurement Officer | Chief of Contracts and Procurement Division

DC Department of General Services

2000 14th Street, NW | 4th Floor | Washington, DC 20009

Tel: 202.727-2800 | Email: domonique.banks@dc.gov

The CO may request, and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

- J. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.