

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



D.C. DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS

Solicitation Number: DCAM-17-NC-0003

SNOW & ICE REMOVAL AND SNOW MELT SERVICES

“This solicitation is being set-aside for Bidders that are certified by the District of Columbia Department of Small and Local Business Development (DSLBD) as a Small Business Enterprise (SBE).”

Solicitation Issue Date: October 7, 2016

Proposal Due Date: November 7, 2016 by 12:00 p.m. EST

Proposal Delivery Location: Department of General Services
Contracts & Procurement Division
Attn: George G. Lewis, CPPO
Frank D. Reeves Center
2000 14th Street, NW | 8th Floor
Washington, DC 20009

Pre-Proposal Conference: **October 13, 2016 at 12:30 p.m.**
2000 14th Street, NW, 5th Floor
6th Floor - DPW Large Conference Room

Contact: **Domonique L. Banks**
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Executive Summary

The Department of General Services (“Department” or “DGS”) is issuing this Request for Proposals (“RFP”) to engage up to five (5) Contractors to provide snow & ice removal and snow melt services as described herein (i). These services will be provided for a list of Targeted Properties and as defined below, which are comprised of District of Columbia facilities, including DC Public Schools, Municipal Buildings and Parks and Recreation Centers, and (ii) if instructed by DGS, at certain streets and roadways that surround the identified Targeted Properties. The awarded Contractor(s) shall provide all management, tools, supplies, equipment, storage, vehicles and labor necessary to perform the required Services for a base year and up to four (4) additional option years.

Targeted Properties: Contractors will be required to provide the Services at those “Targeted Properties”, identified on **Attachment A**. The Department has categorized each of the Targeted Properties into the following five groups (each a “Property Group”):

- **Group A:** Properties that have emergency response operations including DC Metropolitan Police Departments, Fire Stations and Emergency Medical Services.
- **Group B:** those properties located in Wards 1 and 2
- **Group C:** Properties located in Wards 3 and 4
- **Group D:** Properties located in Wards 5 and 6
- **Group E:** Properties located in Wards 7 and 8

Each of the Targeted properties identified in **Attachment A** is assigned a “priority rating”, which directly corresponds to the order of priority, amongst various Targeted Properties within a particular Property Group for, which a Contractor must perform Services. For example, all Targeted Properties with a “priority 1 rating” have the greatest priority, followed then by Targeted Properties with a “priority 2 rating”, and then finally followed by Targeted Properties with a “priority 3 rating”. DGS reserves the right, at any time, to (i) either add or remove properties (and streets and roadways surrounding schools) from the list of Targeted Properties awarded to a Contractor, and (ii) make changes to the priority ratings associated with such properties.

Targeted Roadways: If instructed by DGS, a Contractor will be required to perform the Services on any one or more Targeted Roadways in the event that other snow removal crews hired by the District have failed to clear such streets or roadways within a timeframe acceptable to DGS.

Additional Targeted Properties: If instructed by DGS, the Contractor will be required to perform Services to the following properties:

- Any property that DGS has subsequently acquired responsibility for, after award (if such property is a DC Public School; all surrounding street or roadway) that DGS desires to include within a particular Contractor’s awarded Property Group(s) (“Newly Acquired Property”);

- Any Targeted Property or Targeted Roadway that was awarded to another Contractor, in the event that the other Contractor has been unable to perform Services within an acceptable timeframe determined by DGS (“Under-serviced Targeted Property”),
- Any other property not within DGS’s real estate portfolio, which DGS desires the Contractor to perform Services (“Non-DGS Property” together with the Newly Acquired Property and Under-serviced Targeted Property are, the “Additional Targeted Properties”).

In addition, interested bidders are strongly encouraged to view a Snow Properties file (located at https://drive.google.com/open?id=0B6Y_QonGgH_tLTVYcFIHUGsxN2c¹, which contains geo-mapping information relative to the locations of areas situated at each Targeted Property (together with the associated square footage of such areas).

Interested Offerors are permitted to submit proposals to perform Services for one or more of the identified Targeted Property Groups, **Attachment A**. However, Offerors must bid on **all** locations within the Targeted Property Group for which they submit a bid(s). DGS will select only one Contractor for each Targeted Property Group, and can award more than one Targeted Property Group to a Contractor.

The goal of this procurement is to establish multiple Indefinite Delivery, Indefinite Quantity, (“IDIQ”) contracts for the Snow & Ice and Snow Melt Services in accordance with 27 DCMR Chapter 47, Section 4715. The contracts will provide the Department the vehicle to procure such Services.

This is a Sheltered Market Procurement and only Certified Business Enterprises (CBEs) that are certified by the District’s Department of Small and Local Business Development (DSLBD) at the time of submission are eligible to participate. The Offeror shall submit with its proposal its CBE certification letter issued by DSLBD. See Section D.3.

A.1 Form of Contract

Offerors should carefully review the Form of Contract to be issued by Addenda prior to 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 with the express understanding that, if they are awarded, they will be required to enter into a contract with DGS that is substantially similar to the Form of Contract. If an offeror desires any proposed changes to the Form of Contract, it must clearly identify and describe them in its proposal. Any offeror that fails to include any proposed changes in its proposal shall be precluded from raising them after submitting its proposal.

¹ In order to access this file, bidders may be requested to download “Google Earth”, which is free at this link: <https://www.google.com/earth/download/gep/agree.html>. Bidders may enter GEPFREE as the license key when prompted.

A.2 Contractor's Compensation

The contracts pursuant to this Request for Proposal (“RFP”) will be an Indefinite Delivery, Indefinite Quantity (“IDIQ”) contracts. The Contractor(s) sole compensation will be based on fixed, fully loaded flat rates for performing services at Targeted Properties and Targeted Roadways, on a per “Pass” basis and all other additionally added Targeted Properties will be paid based fixed fully loaded hourly rate. The pricing as defined in the Scope of Work (SOW) and in accordance with the Bid Form **Attachment B** shall be the Contractor’s sole method of compensation for all work performed and required under the contract. The Contractors pricing shall include adequate funding for all of the Contractor’s overhead including but not limited to; management, tools, labor, equipment, storage, vehicles/trucks, overhead, insurance, and profit with the exception of the cost incurred by the Contractor, with not more than a 10% mark-up, for environmentally and pet-friendly bulk road salt, ice melt, and sand supplies.

A.3 Selection Criteria

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

- Experience & References (20 points)
- Key Personnel (20 points)
- Project Management Plan (40 Points)
- Cost (20 points)
- CBE Preference (12 points)

A.4 Procurement Schedule

The schedule for this procurement is as follows:

- Issue RFPOctober 7, 2016
- Pre-proposal Conference.....October 13, 2016 at 12:30 p.m.
- Last Day for Questions/ClarificationsOctober 17, 2016
- Proposals DueNovember 7, 2016 at 12:00 p.m.

A.5 Attachments

Attachment A	- Aggregate Targeted Property Groups/List of Facilities
Attachment B	- Bid Form
Attachment C	- Bidder/Offeror Certification Form
Attachment D	- Project Management Plan
Attachment E	- Tax Affidavit
Attachment F	- U.S. Department of Labor Wage Rates/Service Contract Act
Attachment G	- D.C. Living Wage Notice and Fact Sheet
Attachment H	- First Source Employment Agreement
Attachment I	- Standard Contract Provisions
Attachment J	- Subcontracting Plan

SECTION B SCOPE OF WORK

B.1 **DEFINITIONS:**

For purposes of this solicitation, the following terms shall have the meanings set forth below:

“Additional Targeted Property” shall have the meaning set forth in the Executive Summary.

“Accumulation Level” shall mean any of the following three (3) levels of snow or ice accumulation, or mixture thereof, resulting from a Storm (as determined by DGS based upon weather reporting, in Washington, DC, from the National Weather Services): (i) an accumulation level that is 6 inches or less; (ii) an accumulation level that is above 6 inches but less than 12 inches; and (iii) an accumulation level that is above 12 inches and less than 24 inches.

“Newly Acquired Property” shall have the meaning set forth in the Executive Summary.

“Non-DGS Property” shall have the meaning set forth in the Executive Summary.

“Optional Street Plowing Services” shall mean those Services identified as such in Section B.2.3.6.1;

“Pass” shall refer to each fully performed round of a particular Service done by Contractor at a Targeted Property or Targeted Roadway. For example, a “Pass” shall have occurred once a Contractor has (i) fully performed one round of snow melt applications, or (ii) fully performed one round of either Snow/Ice Removal Services or Option Street Plowing Services, all of which at a Targeted Property or Targeted Roadway.

“Property Group” shall have the meaning set forth in the Executive Summary.

“Services” shall mean any of the services contemplated herein for a Contractor to perform, including without limitation, Snow Melt Services, Snow/Ice Removal Services and Optional Street Plowing Services.

“Snow Season” shall have the meaning set forth in Section B.2.

“Snow Melt Services” shall mean those Services identified as such in Section B.2.2 hereof;

“Snow/Ice Removal Services” shall mean those Services identified as such in Section B.2.3.1 hereof;

“Storm” means any one snow or ice storm, or series of such storms occurring within a seventy-two (72) hour period as determined by DGS based upon weather reporting, in Washington, DC, from the National Weather Services;

“Targeted Properties” or **“Targeted Roadways”** shall have the meanings set forth in the Executive Summary.

“Under-serviced Targeted Property” shall have the meaning set forth in the Executive Summary.

B.2 PROJECT SUMMARY:

In general, the selected Contractors shall be required to provide all management, tools, supplies, equipment, storage, vehicles and labor necessary to perform the required Services twenty-four (24) hours a day, seven (7) days a week. The intent of this contract is to combat adverse weather conditions in a comprehensive, proactive, and orderly manner that results in a high level of quality and safety for the District of Columbia public. The Contractor shall be required to provide Services, for a base year and up to four (4) additional option years. The months of service include, but are not limited to, October through May (“Snow Season”).

B.2.1 Mobilization

The Department expects that the Contractor shall take a proactive approach to pending inclement weather. Either upon notification by the Contractor to the Department of an impending Storm and the Department gives its authorization to proceed, or notification from the Department to the Contractor of an impending Storm, the Contractor shall have two (2) hours to mobilize manpower, equipment and materials and begin snow melt services.

B.2.2 Snow Melt Services

At the direction of DGS Contracting Officer’s Technical Representative (COTR), prior to the start of a Storm, the Contractor shall mobilize and take the appropriate action to include providing snow melt services on all concrete pedestrian and vehicular travel areas including, without limitation, (i) sidewalks, stairways, ramps, and parking lots with snow melt materials suitable for such surfaces, and (ii) all asphalt surfaces with snow melt materials suitable for asphalt surfaces (collectively, “Snow Melt Services”). The Contractor will be expected to perform one or more Passes of Snow Melt Services to such pedestrian and vehicular areas, as directed by DGS during a particular Storm.

B.2.3 Snow and Ice Removal

B.2.3.1 General

The Contractor shall maintain the Targeted Properties (to which it is awarded) free from all hazardous conditions that may develop from ice or snow including, without limitation, all entrances, steps, moats, landings, sidewalks, ramps, vehicular courts, parking areas and other approaches (“Snow/Ice Removal Services”). All areas involving vehicular or pedestrian travel, including without limitation, sidewalks, stairways, ramps, and parking lots shall be clear of all snow and ice at least one (1) hour prior to the beginning of business hours and, as needed, throughout the duration of the Storm. The Contractor will be expected to perform one or more Passes of Snow/Ice Removal Services to such Targeted Properties, as directed by DGS during a particular Storm.

B.2.3.2 Project Management Plan

The Contractor will be required to perform all of its Services hereunder consistent with the requirements outlined in this RFP and the Project Management Plan attached hereto as **Attachment D**. As part of its submission, each offeror is required to sign, date and deliver (as part of its proposal) the signed Project Management Plan. The Contractor must completely fill out, and deliver as part of its submission, all information responsive to the charts located at the end of the Project Management Plan (including snow removal contact list, truck & equipment list, snow blowers, heavy equipment inventory and miscellaneous equipment). After selection, DGS reserves the right, at any time, to make modifications to the Project Management Plan in order to maximize efficient operations or to customize it to the particular needs of each Targeted Property or Property Group. After notice of such modifications by DGS, the Contractors shall be required to perform its Services in compliance with the Project Management Plan, as modified.

B.2.3.3 Non-Interference

The Contractor shall coordinate its work so as to not interfere with certain District of Columbia Government functions including, but not limited to, the Metropolitan Police Department’s (MPD) changing of shifts, and work at MPD facilities. Adequate notice shall be provided by the Contractor to DGS in the event that government vehicles will need to be cleared from parking lots in order for the Contractor to provide Snow Melt Services and Snow/Ice Removal Services.

B.2.3.4 Prioritization.

B.2.3.4.1 Priority 1 Properties

For those Targeted Properties identified as having a “Priority 1” rating on **Attachment A**, unless instructed by DGS to commence operations earlier, all snow and/or ice removal operations should begin upon the first to occur: (i) when accumulation exceeds ½ inch, or (ii) within one (1) hour after the precipitation ceases. With respect to any Targeted Property identified as having a “Priority 1” rating, the Contractor must remove all snow and ice from, and maintain a clear passage to, from and along, all areas involving vehicular or pedestrian travel including, without limitation, sidewalks, stairways, ramps, and parking lots. In the case of Storms resulting in 12” or more of snow/ice accumulation, (i) during such Storm, the Contractor shall ensure that there exists a pedestrian pathway that is a minimum of three (3) feet wide, and is kept free of any snow and/or ice accumulation, and (ii) after any such Storm, the Contractor shall ensure that the entire pedestrian pathways are completely cleared of all snow and/or ice accumulation. In the event of a snow resulting in less than 12” of snow/ice accumulation, the Contractor shall ensure that the entire pedestrian pathways are completely cleared of all snow and/or ice accumulation. For purposes of determining the total amount of snow and/or ice accumulation during a given Storm, DGS shall make its determination based upon weather reporting, in Washington, DC, from the National Weather Services.

B.2.3.4.2 Priority 2 and Priority 3 Properties

With respect to any Targeted Property identified as having a “Priority 2” or “Priority 3” rating, after performing required services to all “Priority 1” rated facilities, the Contractor must remove all snow and ice from, and maintain a clear passage to, from and along, all areas involving vehicular or pedestrian travel including, without limitation, sidewalks, stairways, ramps, and parking lots. Unless directed otherwise by DGS, the Contractor shall be required to commence Services for “Priority 3” properties only after it has first performed any required Services for “Priority 2” properties.

B.2.3.5 Excess Sand/Material/Snow

The Contractor shall be responsible for clearing all excess sand or other snow melt material from treated areas. If all snow and/or ice are not removed from a facility area, Contractor shall be responsible, after a Storm, for providing daily maintenance in order to prevent piles or drifts on paved surfaces. Such maintenance shall include the pushing back of snow piles to create additional snow storage with bobcats and/or tractors. Such efforts by the Contractor shall continue until instructed to “Stand Down” by the COTR.

B.2.3.6 Optional Services/Properties.

B.2.3.6.1 Optional Street Plowing Services

As noted above, during a Storm, if other snow crews have not plowed (within a timeframe acceptable to DGS) any of the Targeted Roadways within a Contractor’s awarded Property Group, then DGS reserves the right to require such Contractor to plow such Targeted Roadways. Upon DGS’s instruction, the Contractor shall plow such requested streets and roadways to remove snow and ice accumulation and, thereby, enable vehicular travel to and from the Targeted Properties (“Optional Street Plowing Services”). Such Optional Street Plowing Services shall be performed in a manner consistent with the requirements outlined in this RFP and the Project Management Plan attached hereto as **Attachment D**. The Contractor will be expected to perform one or more Passes of Optional Street Plowing Services to such Targeted Roadways, as directed by DGS during a particular Storm.

B.2.3.6.2 Additional Targeted Properties.

Newly Acquired Properties. As noted above, if instructed by DGS, a Contractor shall be required to perform Services to any Newly Acquired Properties (i.e., any property that DGS has subsequently acquired responsibility for, after an award made hereunder, (and, if a DC Public School, any surrounding streets or roadways) that DGS desires to include within a particular Contractor’s awarded Property Group(s). The pricing for performing such Services shall be dependent upon when DGS has notified a Contractor of its desire to include such Newly Acquired Properties within such Contractor’s awarded Property Group(s) (and DGS reaching an agreement with such Contractor on pricing).

Notification Pre-Storm. If DGS so informs a Contractor before a Storm that a Newly Acquired Property has been added to such Contractor's Property Group, then the Contractor shall be required to provide DGS within ten (10) days thereafter its proposed pricing for performing all Services contemplated hereunder to such property. Such proposed pricing shall not be on terms (including financial) any less favorable than the Contractor's then existing pricing for other comparable Targeted Properties and Targeted Roadways within its awarded Property Group. DGS reserves the absolute right to reject such pricing for any reason and, under such circumstances, may either (i) engage another third party contractor to perform Services on such properties, or (ii) require the Contractor to instead provide such Services temporarily based upon the hourly rate submitted in its proposal for Additional Targeted Properties until (x) an agreement can be reached on pricing by DGS with the Contractor or (y) DGS has elected to permanently reassign such property to another third party contractor.

Notification During Storm. During a Storm, if DGS so informs a Contractor that a Newly Acquired Property has been added to such Contractor's Property Group, then the Contractor shall be required to provide Services based upon the hourly rate submitted in its proposal for Additional Targeted Properties during a given Storm. After the end of such Storm, the Contractor shall be required to promptly submit its pricing quote to DGS for servicing such property in a manner contemplated by the immediately preceding section.

Under-serviced Targeted Properties. As noted above, if instructed by DGS, a Contractor shall be required to perform Services to any Targeted Property or Targeted Roadway that was awarded to another Contractor if such other Contractor has, during a Storm, been unable to perform Services within a timeframe acceptable to DGS. If DGS so instructs a Contractor to perform such Services, the Contractor shall be required to provide Services based upon the hourly rate submitted in its proposal for Additional Targeted Properties.

Each bidder by submitting its proposal hereby expressly acknowledges and consents that DGS shall have the right, in its sole and absolute discretion, to utilize any other

available contractors under the previously described circumstances. Furthermore, each bidder also agrees that, if it should become such a nonperforming Contractor, it shall not be entitled to receive any compensation for any Services that were independently and solely performed by another contractor with respect to its awarded Targeted Properties.

Non-DGS Properties. As noted above, if instructed by DGS, a Contractor shall be required to perform Services to any property not within the DGS's real estate portfolio. If DGS so instructs a Contractor to perform such Services, the Contractor shall be required to provide Services based upon the hourly rate submitted in its proposal.

B.2.4 Damages

The Contractor shall not injure, damage, or destroy government property. The Contractor shall be held responsible for all damage it may cause to District properties, any third parties, or any properties of such third parties, in any way related to the performance of Services hereunder (including the operation of its' equipment or the application of chemicals for ice and snow removal). All chemicals used by the Contractor shall be in accordance with Applicable Laws. The Contractor shall only use environmentally and pet-friendly ice-melt products (on concrete only) and sand (on asphalt only).

B.2.5 Vehicular Identification

The Contractor shall ensure that all of its vehicles used in the performance of its services hereunder are clearly identified. Each vehicle shall have signage that prominently displays the Contractor's company name on both the driver's and passenger's side door. Such signage shall be of a size that is highly visible to public. Equipment that has no doors shall display similar signage in a prominent area on both the left and right side of the equipment.

DGS takes the signage requirements very seriously, and in the event that the Contractor fails to display the required signage on its vehicles or equipment, DGS may assess the Contractor administrative liquidated damages, per violation, in the amount of \$100 per day, in addition to other damages and remedies available to DGS. In the event that DGS has assessed any such liquidated damages, it will deduct the amount of such damages from any payments then owed by DGS to the Contractor.

B.2.6 Equipment

B.2.6.1 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.2.6.2** 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.2.6.3** The Contractor's equipment 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.2.6.4** 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.2.6.5** The Department may inspect the Contractor's equipment and tools at any time.

B.2.7 Reporting/Invoicing

The Contractor shall remain in communication with the Department prior to, during, and after each Storm. The Contractor shall be required to report its hourly activities to DGS through DGS's "Salesforce" online work management system. The Contractor's reporting must be done "real time" and include: (i) properties treated, (ii) date and time of operations; (iii) quantity of snow and/or ice removed; (iv) equipment and materials used; (v) staff utilized; (vi) challenges or problems encountered during the operations; and (vii) time and date stamped photographs of snow removal operations (including before, during, and after photographs). The Contractor shall submit its invoice within twenty-four (24) hours after performing its Services hereunder.

B.3 KEY PERSONNEL:

B.3.1 The Offeror's personnel should have the necessary experience and licenses to perform the required work. 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.3.2 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.4 LICENSING, ACCREDITATION AND REGISTRATION:

All offerors must provide proof, in their bids, to DGS that they have a "General Business License" issued by the D.C. Department of Consumer and Regulatory Affairs. During the contract, each Contractor and all of its subcontractors and sub-consultants (regardless of tier) shall comply with all licensing, accreditation, and registration requirements and standards under Applicable Laws for the performance of the contract.

B.5 CONFORMANCE WITH LAWS:

The Contractor shall perform the Services hereunder in accordance with applicable local and federal statutes, laws, codes, ordinances, regulations, rules, requirements and orders ("Applicable Laws").

B.6 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 F**.

B.7 COMPLETION SCHEDULE

Time is of the essence with respect to the contract. In order to efficiently and expeditiously complete the clearing of snow and ice from the Targeted Properties (and, if instructed, Targeted Roadways and Additional Targeted Properties), it is necessary to establish a completion schedule. It is understood that weather conditions, particularly in winter, are difficult to predict, and that each Storm has a number of variables; e.g. depth, length of snowfall, falling or rising temperatures, time of day or night, early, mid or late winter, and traffic impact. Nonetheless, some guidelines are necessary. Therefore, it is expected that, in most instances, the Contractor will complete all Services required of it herein with respect to its awarded Property Group within twelve (12) hours after the end of a Storm.

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 PREFERENCE FOR SMALL, LOCAL, AND DISADVANTAGED BUSINESS ENTERPRISES

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

- Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business.
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise.

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

Information: For information regarding the application process, contact the Department of Small and Local Business Development at the following address or telephone number:

Department of Small and Local Business Development
One Judiciary Square Building
441 4th Street, NW, 9th Floor
Washington, DC 20001
Phone: (202) 727-3900
Facsimile: (202) 724-3786

C.2 SLDBE PARTICIPATION

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

C.2.1 Subcontracting Plan

Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Contractor is required to subcontract, but fails to submit a subcontracting plan **Attachment J** with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO.

C.2.2 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. and C.2.1.**

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 **Attachment H.**

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 CERTIFIED BUSINESS ENTERPRISES (CBES)

Any Offeror receiving a contract under this solicitation shall be CBE certified by DSLBD at the time of proposal submission and shall remain CBE certified throughout the term of the contract.

D.4 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.4.1 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.4.2 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.4.3 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.4.4 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.5 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.5.1 Experience & References (20 points)

The Department desires to engage a Contractor with the experience necessary to realize the objectives set forth in **Section B** of this RFP. Offerors will be evaluated based on their demonstrated experience with: (i) managing pretreatment and snow and/or ice removal operations for multi-asset property portfolios; (ii) supervising multiple work crews in a time-sensitive environment; (iii) experience with and knowledge of snow removal operations and equipment. This element of the evaluation will be worth up to twenty (20) points.

D.5.2 Key Personnel (20 points)

The Department desires that senior personnel be assigned to this project will have experience in completing 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 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. This element of the evaluation will be worth up to twenty (20) points.

D.5.3 Project Management Plan (40 Points)

Offerors are required to submit the Project Management Plan attached hereto as **Attachment D**. The Contractor must completely fill out, and deliver as part of its submission, all information responsive to the charts located at the end of the Project Management Plan, to include key employee contact list; truck and equipment inventory list; list of snow blowers; heavy equipment inventory; and miscellaneous equipment. This element of the evaluation is worth up to forty (40) points.

D.5.4 Cost (20 points)

Offerors will be required to bid fixed, fully loaded flat rates for performing services at Targeted Properties and Targeted Roadways, on a per “Pass” basis for the base year and for each of the four (4) additional option years. Offerors will be required to provide fixed fully loaded hourly rates for all other additionally added Targeted Properties to be serviced on an as needed basis. This element of the evaluation is worth up to twenty (20) points.

SECTION E PROPOSAL ORGANIZATION AND SUBMISSION

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

E.1 SUBMISSION IDENTIFICATION

Submissions shall be proffered in an original and six (6) copies. The Offeror's Technical and Price Proposal submission shall be placed in separate sealed envelopes conspicuously marked: **"DCAM-17-NC-0003 Technical Proposal for Snow & Ice Removal and Snow Melt Services"** and **"DCAM-17-NC-0003 Price Proposal for Snow & Ice Removal and Snow Melt Services"**.

An electronic copy of the Bid Form **Attachment B** shall be emailed to the address indicated in Section F.1 by the Bid Submission Deadline defined in Section E.3. The electronic document shall be in MS Excel format *only* and both the electronic copy and the hard copy Bid Forms **Attachment B** shall contain the same bid information, without exception.

E.2 DELIVERY OR MAILING OF SUBMISSIONS

Submissions should be delivered or mailed to:

Department of General Services
Attn: George G. Lewis, CPPO
Frank D. Reeves Center
2000 14th Street, NW
Contracts & Procurement Division | 8th Floor
Washington, DC 20009

E.3 DATE AND TIME FOR RECEIVING SUBMISSIONS

Submissions shall be received no later than 12:00 p.m. EST, on November 7, 2016. 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 B**. Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the proposal non-responsive.

E.4.2 Bidder/Offeror Certification Form

Each Offeror shall submit a Bidder/Offeror Certification Form substantially in the form of **Attachment C**.

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.4.3.1 General Team Information and Firm(s) Data

Each Offeror should provide the following information for the principal snow removal 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 snow removal for the next six months. This should include a listing of all contracts/obligations that the Offeror has with respect to snow removal for the 2016/17 winter.
 - 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.
- C. Description of the team organization and personal qualifications of key staff, including:
 - i. Identification of the single point of contact for the Contractor.
 - ii. Resumes for each key participant on the team, including definition of that person's role, relevant experience, and anticipated workload during snow events that occur during the 2016/17 winter.
- D. Sufficient proof or evidence that it has the following:

- i. An existing fleet of vehicles, equipment and supplies required to perform the Services hereunder (or a meaningful letter/agreement of commitment from a financing or rental company that confirms such bidder's ability to have available such vehicles, equipment and supplies during each Snow Season);
- ii. Sufficient working capital to perform all of the Services including, without limitation, pay laborers, purchase or lease vehicles, equipment and tools, and purchase supplies (or meaningful evidence of such bidder's ability to obtain sufficient financing from a lender/funding institution to cover its working capital needs); and
- iii. The necessary manpower to perform the Services (or the ability to retain such manpower during the Snow Season).

E.4.4 Experience and References (20 points)

Each Offeror shall submit the information requested in D.5.1 of the RFP.

E.4.5 Key Personnel (20 points)

Each Offeror shall submit the information requested in D.5.2 of the RFP.

E.4.6 Project Management Plan (40 points)

Each Offeror shall submit the information requested in D.5.3 of this RFP **Attachment D**.

E.4.7 Cost (20 points)

Each Offeror shall submit the information requested in D.5.4 of this RFP.

E.4.8 Tax Affidavit

Each Offeror must submit a tax affidavit substantially in the form of **Attachment E**. 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:

Domonique L. Banks
Department of General Services
Frank D. Reeves Center
2000 14th Street, NW | 8th Floor
Washington, DC 20009
Phone: (202) 719-6544
domonique.banks@dc.gov

All written questions or inquiries should be sent to Domonique L. Banks at the address above.

F.2 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 12:30 p.m. EST, on October 13, 2016 at the Reeves Center's 6th Floor – DPW Main Conference Room. Interested Offerors are encouraged to attend.

F.3 EXPLANATIONS TO PROSPECTIVE OFFERORS

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

Questions should be directed to Domonique L. Banks at the address listed in Section F.1 *no later than October 17, 2016*. The person making the request shall be responsible for prompt delivery.

F.4 PROTESTS

Any Proposer who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation, which are apparent at the time set for receipt of initial proposals, shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested,

alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350 N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer listed in this document.

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 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.7.A stated above.
- c. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the submission wrapper or other documentary evidence of receipt maintained by the installation.
- d. Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- e. Submissions shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of submissions.

F.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:

- To cancel this solicitation or reject all submissions.
- To reject submissions that fail to prove the Offeror's responsibility.
- 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.
- To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
- To take any other action within the applicable Procurement Regulations or law.
- 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 INSURED

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.