GOVERNMENT OF THE DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES







D.C. DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS

Solicitation Number: DCAM-17-NC-0038

STRATEGIC MANAGEMENT CONSULTING SERVICES FOR THE OFFICE OF THE DIRECTOR

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: Tuesday, January 17, 2017

Proposal Due Date: Friday, February 3, 2017 by 11:00 a.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: Monday, January 23, 2017, 2017 at 11:00 a.m.

2000 14th Street, NW, 6th Floor

6th Floor - DPW Large Conference Room

Contact: Karen J. Araujo

Contract Specialist

Contracts & Procurement Division 2000 - 14th Street, NW | 8th Floor

Washington, DC 20009 Phone: (202) 545-3035 Email: karen.araujo@dc.gov

SECTION A EXECUTIVE SUMMARY

The Department of General Services ("**Department**" or "**DGS**") is issuing this Request for Proposals to engage up to three (3) separate firms with consulting experience (each, a "**Contractor**") to provide eight (8) personnel category positions for Strategic Management Consulting Services on an as-needed basis to support and assist the Department's mission in the on-going assessment and development of its strategic goals. The eight (8) personnel category positions include (1) Organizational Development Consultant; (2) Principal Consultant; (3) Lead Consultant; (4) Subject Matter Expert; (5) Program Manager; (6) Performance Management Officer; (7) Senior Performance Management Specialist; and (8) Management Analyst. Please see **Section B.2** for descriptions of each personnel category position.

The Department reserves the right (including after an award hereunder) to add or remove a personnel category position. Interested Offerors must bid on all line items (i.e., all personnel category positions, base year and the four (4) option years for each position).

This RFP is designated only for certified Small Business Enterprise (SBE) Offerors under the provisions of the "Small and Certified Business Enterprise Development and Assistance Act of 2014", D.C. Official Code § 2-218.01 *et seq.*, as amended. ONLY Offerors that are certified by the District of Columbia Department of Small and Local Business Development (DSLBD) as a SBE *at the time of the Bid Due Date* are eligible. A copy of the certification acknowledgment letter must be submitted with the Offeror's Bid.

A.1 CONTRACT TYPE

A.1.1 The Contract awarded pursuant to this RFP will be an Indefinite Delivery Indefinite Quantity (IDIQ) type of Contract based on fixed fully loaded hourly labor rates for personnel categories identified in the Bid Form *Attachment B*. The Department will order and the Contractor shall deliver at least the minimum of \$250.00 in services and the Department may order a maximum of \$950,000.00 in services during the Contract period.

A.2 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.

A.3 TERM OF CONTRACT

- **A.3.1 Base Term:** The base term of the IDIQ Contract(s) will be for one (1) year from the date of award.
- **A.3.2 Option Year(s):** The Department shall have the right to unilaterally extend the term of this agreement for four (4), one (1) year option periods or successive portions thereafter. The Department shall give the Contractor preliminary, written notice of its intent to exercise an option period at least thirty (30) days in advance of the contract expiration. The Contractor may waive the thirty (30) day notice requirement by providing a written waiver to the Contracting Department prior to the expiration of the Contract.
- **A.3.3 Option Year Pricing:** In the event the Department exercises its option to extend the term of the Agreement to cover the Option Period(s), the fixed, fully loaded hourly rates applicable to such Option Year(s) are set forth in the Bid Form *Attachment B*.

A.4 PRICING

The contract(s) 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 firm, fixed, fully loaded hourly labor rates for performing Strategic Management Consulting Services as described in **Section B** – Scope of Work (SOW). The pricing as defined in the 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.

A.5 TASK ORDERS

In general, it is contemplated that the management of each individual project will be issued on a rotation basis (that is, the first task order is given to Contractor A, the second task order to Contractor B, and so on) among the IDIQ Awarded Contractors engaged through this solicitation. Absent unusual circumstances, the Contractor issued a Task Order will be expected to manage and oversee the project from beginning to end. In no instance shall a Contractor be entitled to compensation for work that was performed without a Task Order.

A.6 SELECTION CRITERIA

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

- Experience & References (30 points)
- Key Personnel (30 points)
- Project Management Plan (20 Points)
- Cost (20 points)
- CBE Preference (12 points)

A.7 PROCUREMENT SCHEDULE

The schedule for this procurement is as follows:

- Issue RFPTuesday, January 17, 2017
- Pre-Proposal ConferenceMonday, January 23, 2017 at 11:00 a.m.
- Last Day for Questions/Clarifications Thursday, January 26, 2017
- Proposals Due Date.....Friday, February 3, 2017 at 11:00 a.m.

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 Offeror's responsibility to frequently visit DGS' Contracts and Procurement website at: http://dgs.dc.gov/page/dgs-solicitations to obtain addenda(s) once they have received a copy or downloaded a copy of the solicitation.

A.8 ATTACHMENTS

Attachment A	Minimum Qualifications for Personnel Classifications
Attachment B	Bid Form
Attachment C	Bidder/Offeror's Certification Form
Attachment D	
Attachment E	Standard Contract Provisions for Services
Attachment F	SBE Subcontracting Plan
Attachment G	First Source Employment Agreement
	2016 Living Wage Act
	. DOL Wage Determination No. 2015-4281 Revision 3, dated 04/08/2016
Attachment J	
Attachment K	EEO Policy Statement Agreement
	Form of Contract – to be issued by amendment

SECTION B SCOPE OF WORK

B.1 DEFINITIONS

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

"Contracting Officer (CO)" shall be a business communications liaison between the Department and a Contractor. He or she ensures that their goals are mutually beneficial. The CO is an employee who is responsible for recommending, authorizing, or denying actions and expenditures for both standard delivery orders and task orders, and those that fall outside of the normal business practices of its supporting Contractors and Sub Contractors.

"Contractor" means the individual, firm, company, corporation, partnership, or combination thereof, including joint ventures, contracting with the Department to the contract work. The Contractor is one of the parties to this Agreement.

"COTR" means the Contracting Officer's Technical Representative.

"Key Personnel" refers to the Contractor's personnel, who has been identified and approved to perform the work; they will provide the required services under the supervision of the Contractor and the COTR.

"Organizational Development" is the practice of helping organizations solve problems and reach their goals.

"Subject Matter Expert" is a bona fide expert in a particular field with special in-depth knowledge in that area, which will come from extensive education and/or experience.

B.2 SCOPE OF WORK

The Department is seeking up to three (3) qualified Contractors with consulting experience to provide eight (8) personnel category positions: (1) Organizational Development Consultant; (2) Principal Consultant; (3) Lead Consultant; (4) Subject Matter Expert; (5) Program Manager; (6) Performance Management Officer; (7) Senior Performance Management Specialist; and (8) Management Analyst, for Strategic Management Consulting Services on an as-needed basis to DGS' Office of the Director. These personnel positions shall assist the Office of the Director in planning and implementing organizational change, establishing a performance management system, strategic planning, and leadership development. Other services may include personnel support services and reporting and data analysis. Once the Office of the Director determines a need for Services, the specific task and/or project will be issued on a rotation basis to the Awarded Contractors.

The Contractor(s) shall provide all management, expertise, supervision, labor, administrative support, materials, tools, parts, supplies, equipment and transportation necessary to effectively and efficiently fulfill all the requirements of this Scope of Work.

The Description for each personnel category position is provided below:

B.2.1 Organizational Development Consultant; General Intent

The Organizational Development Consultant ("Consultant") shall provide consultation in change management, organization effectiveness and performance issues, and shall work in partnership with the Department to orchestrate cultural development and organization change initiatives that address Department goals and strategies.

The Consultant is accountable for the overall integration, delivery and monitoring of all agency change management services to the Department. The Consultant shall work closely with the Office of the Director to plan and implement change in programs and strategies to realize the vision, mission and strategic plan of the Department; and with all Senior Managers to support the delivery of Program and Division Services. The Consultant is responsible for carrying out organization assessments, making recommendations for change, helping design new structures and positions descriptions, and working to re-design management processes to meet quality standards; establishing organization-wide processes that create organization health and employee satisfaction.

The Consultant shall serve as a continuous liaison with (i) all levels of the Department in the delivery of organizational development services and the provision of consulting support; (ii) with various levels of government and industry counterparts; (iii) the general public; (iv) educational institutions; and (v) external consultants, for the exchange of information and/or provision of specialist advice/knowledge. He/she shall establish and utilize an external consultant network to maintain a pool of resources to meet the agency's learning and development needs when internal resources are insufficient or inappropriate.

B.2.1.1 Duties

- A. Develop strategic partnerships with the Executive Team, and Senior Management Team to identify and intervene on change management initiatives that foster organization learning and address corporate strategic goals and needs.
- B. Proactively address and respond to organizational development issues by bringing key stakeholders together to assess root causes and performance gaps, implement and/or support implementation of appropriate interventions, including strategic planning, tactical and project planning, facilitation, instruction, program design, materials development and performance analysis.
- C. Provide advice and develop interventions about impacts resulting from whole organization changes (i.e. STFH, School Modernization, etc.).
- D. Provide project management for agency-wide projects/initiatives as required; facilitate team efforts and help to define project goals, timelines, resource requirements and planning to cope with conflict or stressor points in the plans.

- E. Provide agency-wide (as well as Division, Program and Department) assessments about organization and unit health and effectiveness so that change projects can be prioritized and brought to successful completion.
- F. Track number and status of prioritized change projects; assist with structure designs and implement organization change; provide recommendations to senior administration.
- G. Assess risks associated with various change initiatives/projects, and suggest and implement actions to manage any negative impacts.
- H. Support the work of external consultants brought in to do various projects by various groups in the Department by providing them with information about the organization, help with implementation of their projects, and ensure that follow-up assessments of effectiveness are conducted.
- I. Provide organizational development consultation services to Programs and Departments upon request.
- J. Focus on improving group and departmental functioning.
- K. Facilitate division and departmental planning and interaction to improve group/ department productivity, decision making and performance in a team based and Program Management based cultural environment.
- L. Influence and support changes in organizational behavior. Serves as an internal consultant to facilitate team building; resolve work group conflict; changes in group in norms values and culture.
- M. Upon request, coaches Senior Management Team to expand leadership and change management competencies.
- N. Participate in the organization's Strategic Planning and Facilitates in-house planning to ensure implementation of key goals.
- O. Develop standards, policies and procedures to support high quality organizational development services.
- P. Network extensively with Consultants and Industry Experts to match their skills and the organization's needs.
- Q. Maintain and update knowledge of change management theory, principles, and practices; management and leadership approaches, and instructional design and delivery techniques in order to develop personal areas for improvement and also to make recommendations to assist client learning.

B.2.2 Principal Consultant; General Intent

The Principal Consultant shall be the strategic oversight leader for consulting engagements. This individual will be responsible for the overall management of all consulting activities and act as the primary engagement manager for each project; and, will be in charge of several lead consultant teams and provide direction and deliverable feedback to ensure strong consultancy performance.

B.2.2.1 Duties

- A. Review and oversee all consultant project milestones and deliverables, budgets, resources, and relationships to achieve organizational objectives.
- B. Provide strategic oversight and leadership in executing projects from planning to

- completion for all team activities throughout the life-cycle of a project.
- C. Monitor detailed project plans and track progress throughout the project.
- D. Monitor and manage Lead Consultants' performance and goals.
- E. Manage overall client satisfaction and address client risks in a timely and efficient manner.
- F. Analyze and identify trends and inefficiencies to prevent problems from arising.
- G. Provide roadmaps and periodic recommendations to clients and oversee mitigation and contingency plans where necessary.
- H. Facilitate meetings, and build positive relationships with clients, vendors and management
- I. Monitor all project metrics, including deliverable timeliness and budget.
- J. Review client presentations in various formats including PowerPoint and web-based applications where appropriate.
- K. Monitor follow-up studies on projects to ensure continuous improvement going forward in related engagements
- L. Oversee all quality control and quality assurance activities and outcomes.

B.2.3 Lead Consultant; General Intent

The Lead Consultant will have a hands-on role in the day-to-day management of ongoing client projects. This individual will serve as the onsite project manager and will provide appropriate solutions to problems and decisions by acting as a liaison between the Department and consultancy team.

B.2.3.1 Duties

- A. Plan and manage budgets, resources and relationships to achieve organizational objectives, as well as prepare and organize schedules to ensure timely completion of projects.
- B. Provide oversight and leadership in executing projects from planning to completion; define and monitor each team member's role and performance, as well as coordinate all team activities throughout the life-cycle of a project.
- C. Create detailed project plans and track progress throughout the project.
- D. Monitor and manage team members (including Subject Matter Expert) performance and goals.
- E. Identify and manage project risks and develop solutions.
- F. Analyze and identify trends and inefficiencies to prevent problems from arising. Provide roadmaps and periodic recommendations to senior management, and create and implement mitigation and contingency plans where necessary.
- G. Facilitate meetings; build positive relationships with clients, vendors and management.
- H. Track documentation, project metrics, and data collection.
- I. Create client presentations in various formats, including PowerPoint and web-based applications where appropriate.
- J. Conduct follow-up studies on projects to ensure continuous improvement going forward in related engagements.
- K. Prepare case studies to summarize project successes.

L. Manage all quality control and quality assurance activities and outcomes.

B.2.4 Subject Matter Expert; General Intent

The Subject Matter Expert's role shall be to contribute to the integrity of solutions and services offered to the Department by providing demonstrated expertise during the engagement.

B.2.4.1 Duties

- A. Offer demonstrated competence in one or more subject matter areas.
- B. Offer technical advice and strategy recommendations during the project planning process.
- C. Provide technical oversight and leadership in defined project areas throughout the life-cycle of a project.
- D. Contribute to overall client satisfaction and address client risks in a timely and efficient manner.
- E. Participate in meetings; build positive relationships with clients, vendors and management.
- F. Review client presentations and deliverables to ensure technically sound, feasible, and reflect the consultancy team's core knowledge in a given area.

B.2.5 Program Manager; General Intent

The Program Manager ("PM") shall assist with the development, implementation and management of a performance and accountability system for the Department. The PM shall perform policy and risk assessment; policies and procedures development; and program quality assurance oversight.

The PM shall independently plan, direct, and carry out programmatic assignments and/or through a subordinate staff or tasks groups to accomplish program goals and mandate, and identify special projects, setting goals and deadlines. The individual will interpret policy; determine the approach to be taken, and the methodology to use in carrying out the mission of the Department. The PM shall advise the Office of the Director of potential controversial matters, issues or problems with widespread implications and offers alternative workable resolutions.

B.2.5.1 Duties

- A. Provide strategic direction relative to the agency's programs inclusive of the Capital Improvement Program (CIP) and Comprehensive Maintenance Program (CMP) and collaborate with the Office of the Director on the development, implementation and management of these programs.
- B. Develop, modify and monitor the programs to ensure efficient and effective use of resources as cited in Department directives and guidelines.
- C. Develop performance management and accountability programs and processes to improve the efficiency of operations.

- D. Develop and manage the accountability portion of the organization that ensures compliance with rules, policies, and regulations associated with DC and Federal government.
- E. Work in conjunction with the Department managers to establish short-range, midrange, and long-range planning strategies, inclusive of fiscal impacts.
- F. Develop, evaluate and implement contemporary technological innovations associated with systems, materials, concepts and methods as applied to the mission of DGS and the District.
- G. Work closely with Department divisions as needed to plan, develop, implement and monitor policy, directives and standard operating procedures, programs and initiatives; assist Department divisions in identifying all existing policy directives and standard operating procedures, conducting research to determine best practices from other jurisdictions and industries, assessing needs to identify new policies and procedures for implementation and offering recommendations regarding priorities for policy and procedure development in accordance with the immediate needs of the agency.
- H. Plan, organize, and supervise the dissemination of information via various modes inclusive of a web-based data information management tool and coordinates with the Office of the Director as needed to develop and implement strategies for the agency.
- I. Create and maintain policies and procedures for the agency's accountability system including adequate yearly progress assessments that includes performance, accountability, achievement levels, baselines and annual measurable objectives, subgroups, proficiency index, etc., which may require developing cost estimating standards and guidelines, and ensuring the quality and integrity of cost estimates.
- J. Responsible for developing, implementing and monitoring a Quality Assurance (QA) program; completing QA checklists for auditing DGS projects inclusive of maintenance operators, architects and engineers, construction and facilities managers and various program/initiatives within the agency. Draft written QA reports which track program performance and accountability measures.
- K. Responsible for the general oversight of reporting activities as well as the creation of standard report formats to be utilized by agency staff and contractors.
- L. Prepare and submit daily, monthly, quarterly and annual reports to the Office of the Director.

B.2.6 Performance Management Officer; General Intent

The Performance Management Officer ("PM Officer") shall oversee the overall performance management of the Department, ensuring resource allocation decisions reflect the administration priorities and optimize outcomes. This position requires expertise in data analysis, budget formulation, performance measurements and operational design.

B.2.6.1 Duties

- A. Ensure the effective and successful operations of the agency and optimal deployment of agency resources. The PM Officer shall develop and monitor annual and long-range performance plans and performance indicators for the department. Establish clear accountability, program measures, and performance targets for departmental components; ensure completion of periodic evaluation of the performance of each departmental component, as well as supports the integration of agency priorities into employee performance plans.
- B. Support Department leadership by analyzing financial and operational data to ensure budgets is aligned with strategic priorities. Responsible for conducting complex analytical studies to evaluate the effectiveness and efficiency of program and project operations to enhance the quality of services and accomplish established performance expectations. Monitor and analyze programs to verify reported information and to review compliance with guidelines or performance objectives. Perform surveys, studies, and evaluations to measure and improve program operations and results.
- C. Serve as confidential advisor to the Director and Chief Operating Officer in carrying out assignments of extreme sensitivity.
- D. Provide expertise to support executive decision-making processes by discerning and describing the interrelationship of facts and issues regarding operations.
- E. Identify best practices and other objective criteria to evaluate issues.
- F. Assess the potential impact, risks, benefits, strengths and weaknesses associated with particular proposals or course of action.
- G. Ensure that recommendations made are well-defined and coordinated and include the use of multidisciplinary approaches sufficient to meet established and anticipated needs of decision- makers.
- H. Responsible for implementing continuous process improvement initiatives that are aligned with the overall business strategy, working closely with cross-functional business units, driving employee engagement, and developing frameworks and methodologies for managing change.
- I. Manage the facilitation of teams to develop employee driven solutions; develop necessary training programs in collaboration with Human Resources to facilitate measureable culture change; evaluate and determine leadership alignment within DGS' management structure; assist project teams in prioritizing initiatives, developing methodologies, determining work scope and identifying change agents; coordinate risk assessments of process improvement initiatives to provide feedback regarding the advantages and/or disadvantages of potential change implementations; provide line managers with objectively based information for making decisions on the administrative and programmatic aspects of agency operations and management; manage project activities, ensuring projects are meeting or exceeding timelines and expectations enabling successful implementation; measure and monitor performance improvement efforts on a continuous basis to identify improvement opportunities and ensuring that benefits are realized.

B.2.7 Senior Performance Management Specialist; General Intent

The Senior Performance Management Specialist ("Sr. Specialist") shall carry out a wide range of assignments related to District-wide performance management initiatives, including the new performance management program, performance evaluation system, awards and incentives programs, etc. This position shall oversee special assignments, requested by the Office of the Director to ensure the effectiveness and efficiency of program and project operations.

B.2.7.1 Duties

- A. Conduct variety of special studies and projects related to performance management, including some that are confidential.
- B. Serve as a senior specialist and team leader, carrying out the full range of performance management actions.
- C. Provide expert management advisory services and responds to management's inquiries. Exhibit an excellent grasp of performance management principles and technical concepts, combined with the ability to accommodate management's needs in accordance with applicable laws, regulations and policies. Deal with management officials in such a manner as to inspire confidence in decisions and recommendations.
- D. Recommend improvements or solutions to problems, or determines appropriate actions to resolve problems. Through careful written and/or oral communications, explain or justify decisions, conclusions, findings, or recommendations pertaining to the Department's operations and initiatives District-wide.
- E. Provide advice on policy and program/project matters and carry out individual assignments involving the coordination of matters outside the purview of any single organizational element.
- F. Plan and demonstrate initiative and resourcefulness in carrying out a wide variety of unique and special projects, simultaneously juggling them with regular assignments.
- G. Provide customer service support to Department management on matters related to performance management.
- H. Analyze relevant program-related data and generate graphic and narrative reports and presentations.
- I. Recognize the need to amend existing regulations and/or draft new regulations for related performance management-related policies.
- J. Serve as trainer and/or facilitator as appropriate, leads discussions and meetings.
- K. Participate in staff and operational meetings to keep abreast of plans, projects, decisions, and problems. Provide advice on current activities or information that may impact on functions.
- L. Confer with key employees of the District governments, community organizations, professional associations, and private sector entities to gather information on processes being utilized for program/project monitoring as well as disseminating information on District performance management initiatives.

B.2.8 Management Analyst; General Intent

The purpose of the Management Analyst ("Analyst") position is to provide support in the daily implementation of business process reengineering within DGS. The Analyst's primary responsibility is to analyze, evaluate, and/or improve the efficiency of internal administrative operations, organizations, or current and/or proposed management programs, activities, policies, etc. to evaluate their actual or potential effectiveness in achieving management objectives. The work of this position provides developmental support and analysis for business process applications in various Departmental environments. The work involves very broad and extensive assignments related to the design, redesign and modernization of departmental business processes and programs.

The work involves analyzing work activities to determine the feasibility of developing automated systems to improve operational efficiency. Analytical assignments involve efforts to develop and implement broad programs/projects based upon new or revised regulations. The work typically requires efforts to develop new program/project objectives and regulatory initiatives to facilitate achievement of goals and objectives. The work requires continuing efforts to establish guidelines to ensure the smooth operation of the office.

B.2.8.1 Duties

- A. Perform wide range of activities, which include developing and maintaining strategic plans; define current and future business environments; and establish metrics to measure and evaluate systems performance. Perform root cause analyses of business processes to identify needs for change. Complete studies of considerable scope, complexity and significance pertinent to department.
- B. Conduct fact-finding, documentation of facts and analysis of existing programs and their performance to identify current problems, and make recommendations to remedy these problems to the supervisor.
- C. Research and investigate new or improved business and management practices for application to departmental programs and operations. Investigate the causes of project roadblocks and other scheduling problems, and take corrective actions. Discuss problems with technical and functional personnel, system engineers and vendors.
- D. Perform needs analyses to define opportunities for new or improved business process solutions. Consult with customers to identify and specify requirements. Conduct feasibility studies and trade-off analyses; prepare business cases; and define systems scope and objectives. Develop cost estimates; and evaluate and recommend sources for systems components, and develop overall functional and technical requirements and specifications.
- E. Initiate assessment, planning and implementation of process changes in the department and those requiring joint action with other agencies in the District. Support process initiatives by making business case, which requires performing rigorous, financial, technological, or communications analyses and valuation (on a quantitative or qualitative basis) of the effectiveness of the program operations in meeting established goals and objectives.

- F. Participate in process improvement activities initiated to increase customer satisfaction results. Present findings and recommendations to appropriate audiences. Evaluate and report changes in agency outcomes resulting from service improvement initiatives.
- G. Confer with key employees of the District/Federal governments, community organizations, and private sector entities to gather information on processes being utilized for program/project monitoring and disseminating information on initiatives.
- H. Participate in staff and operational meeting to keep abreast of plans, projects, decisions, and problems. Provide advice on current activities or information that may impact on functions.

B.3 DELIVERABLE LIST

- A. Submit for the Department's approval a strategic plan
- B. Submit for the Department's approval a written performance management plan
- C. Submit for the Department's approval a written communication plan with a focus on change management
- D. Submit for the Department's approval a written leadership/management team development plan
- E. Submit for the Department's approval a policy and procedure development plan
- F. Specific policies and procedures, as requested by the Department
- G. Facilitate coaching, training, meetings, and/or focus groups
- H. Submit for the Department's approval training documents, resources, and curriculum

B.4 BASIC ORDERING AGREEMENT & TASK ORDERS

It is contemplated that the selected Contractors will enter in IDIQ contracts with the Department and that all work under the resulting IDIQ contracts will be issued and authorized by Task Order. In no instance shall a Contractor be entitled to compensation for work that was performed without a Task Order. It is contemplated that Task Orders will be issued on a rotation basis.

B.5 KEY PERSONNEL

B.6.1 Identification of Key Personnel

The Contractor shall include a list of proposed key personnel. At a minimum, such personnel shall include: (i) the consultant that will have oversight responsibility for the resulting tasks and/or projects; and (ii) the consultant who will have day-to-day responsibility for the tasks and/or projects.

B.6 DUTY TO MAINTAIN TIMESHEETS

The Contractor shall be required to maintain timesheets in sufficient level of detail to describe the general nature of the services provided and the number of hours devoted to such activities by all of its personnel assigned a specific project. The Contractor shall submit such timesheets to the Department with its monthly invoices.

B.7 LICENSING, ACCREDITATION AND REGISTERATION

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.8 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.9 SERVICE CONTRACT ACT

The Service Contract Act is applicable to these Services. 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 I**.

B.10 COMPLETION SCHEDULE

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

SECTION C ECONOMIC INCLUSION

C.1 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.

<u>Information:</u> 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 DSLBD 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 F* 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 *Section 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 G.

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 Contract, including the qualifications of key personnel.

D.5 PROPOSAL EVALUATION

Each proposal will be scored on a scale of one (1) to one-hundred (100) points. In addition, Offerors will be eligible to receive up to twelve (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 one-hundred and twelve (112).

D.5.1 Experience & References (30 points)

The Department desires to engage Contractors with the experience necessary to realize the objectives set forth in this RFP. Offerors will be evaluated based on their demonstrated experience in: (i) planning and implementing organizational change; (ii) knowledge of and experience with strategic planning; (iii) knowledge of and experience with establishing a performance management system; and (iv) knowledge and experience with leadership development. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. This element of the evaluation will be worth up to thirty (30) points.

D.5.2 Key Personnel (30 points)

The Department desires that senior personnel be assigned to this project who have experience in completing projects on-time and on-budget be assigned to this project. Given that the assigned Contractor will be responsible for managing the assigned project from beginning to end, the Contractor will need to include within its team individuals who can manage the programming of both the design and process and ensure that it is completed in a timely manner. The availability and experience of the roster of individuals available to be assigned to this project will be evaluated as part of this element. This element of the evaluation will be worth up to thirty (30) points.

D.5.3 Project Management Plan (20 Points)

Offerors are required to submit a Project Management Plan. The Project Management Plan should clearly explain how the Offeror intends to manage a project throughout its life cycle. The Project Management Plan should address how the Offeror intends to manage coordination with the Department and the contractors engaged to construct Department projects. To this end, the Project Management Plan shall (i) identify the personnel that would be available to staff specific projects as they are awarded through the Task Order as well as the proposed roles of such individual and the type of project such individuals would likely be assigned; (ii) identify how the goals of this RFP will be achieved; and (iii) describe the key challenges inherent in this engagement and explain how they will be overcome or mitigated. The Project Management Plan should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided.

In addition, the Contractor shall include templates and completed samples of the various memoranda, reports, minutes and other documents and tools that it shall use throughout this engagement and explain how these will be utilized by the Contractor in managing the project. The Contractor shall also discuss how these documents have been used by the Contractor in the past. In addition, the Management Plan shall outline what documents and files the Contractor will maintain in managing the Department's projects.

The Department will also consider the experience that Contractor and its team members have working together on similar projects. This element of the evaluation is worth up to twenty (20) points.

D.5.4 Price (20 points)

Offerors will be required to quote a set of fixed, fully loaded hourly rates for providing Strategic Management Consulting Services in accordance with the personnel classifications set forth in the Bid Form Attachment B and in accordance with the minimum requirements for each personnel classifications identified in Attachment A. 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 with one (1) original and six (6) copies for each Technical and Price proposal. The Offeror's Technical and Price Proposal submission shall be placed in <u>separate</u> three—ring (3) binders, sealed in separate envelopes and conspicuously marked as follows:

- DCAM-17-NC-0038 Technical Proposal for Strategic Management Consulting Services
- DCAM-17-NC-0038 Price Proposal for Strategic Management Consulting 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 D* shall contain the same bid information, without exception.

NOTE: Material deviations of *Attachment B* – Bid Form in the opinion of the Department, from the bid form provided by the Department as Attachment D shall be sufficient to render the proposal non-responsive and subject to exclusion from further evaluation in consideration of award.

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 11:00 a.m. EST, on Friday, February 3, 2017. 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. Offerors shall present separate three-ring binders for each Technical and Price proposal components. Each binder submission shall be organized and tabulated as follows:

E.4.1 Price Proposal Binder(s):

E.4.1.1 Bid Form

Each Offeror shall submit the bid form Attachment B using MS Excel only, without any material deviations of Attachment B — Bid Form in the opinion of the Department, from the bid form provided by the Department as Attachment B shall be sufficient to render the proposal non-responsive and subject to exclusion from further evaluation in consideration of award.

E.4.1.2 Bidder/Offeror Certification Form

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

E.4.1.3 Tax Certification Affidavit

Each Offeror shall submit a Tax Certification Affidavit from *Attachment D* completed in typed format only, dated and signed.

E.4.1.4 SBE Subcontracting Plan

Each Offeror shall submit a SBE Subcontracting Plan Form substantially in the form of *Attachment F* in typed format only. **NOTE:** Offerors are required to indicate in the spaces provided whether or not they intended to subcontract any portion of the proposed contract.

E.4.1.5 First Source Employment Agreement

Each Offeror shall submit a First Source Employment Agreement substantially in the form of *Attachment G*.

E.4.1.6 DSLBD Certification Letter

Each Offeror shall present verification of current DSLBD Certification.

E.4.1.7 EEO Policy Statement Agreement

Each Offeror shall submit an EEO Policy Statement Agreement substantially in the form of *Attachment K* in typed format only.

E.4.2 Technical Proposal Binder(s):

E.4.2.1 Executive Summary

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

E.4.2.2 General Team Information and Firm(s) Data

Each Offeror should provide the following information for the Offeror and each of its subconsultants.

- A. Name(s), address(es), and role(s) of each firm (including all sub-consultants)
- 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) projected over the next year
 - vi. Provide a list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.

E.4.2.3 Experience and References (30 points)

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

A. List <u>all</u> projects that the Offeror has worked on in the last five (5) years that are similar to this project. For purposes of this paragraph, similar shall mean an engagement involving strategic management consulting projects as a program manager or similar role. This information may be provided in an overview matrix format or brief list; however, it should include the name and location of the facility, the name of the owner, the time frame of the project, the original budget for the project, and whether the project was delivered ontime and on-budget. If a project was not delivered on-time or on budget, a brief description of the reasons should be provided.

- B. Detailed descriptions of no more than five (5) projects that best illustrate the team's experience and capabilities relevant to this project. On each project description, please provide all of the following information in consistent order:
 - i. Project name and location
 - ii. Name, address, contact person and telephone number for owner reference
 - iii. A brief description of the engagement and/or project
 - iv. Identification of personnel involved in the project who are proposed to work on this project

In addition, the Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms *Attachment J* are completed and submitted by email on behalf of the Offeror directly to karen.araujo@dc.gov by the due date for proposals with the subject line "DCAM-17-NC-0038 Past Performance Evaluation Form for Strategic Management Consulting Services."

E.4.2.4 Key Personnel (30 points)

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

- i. Identification of the single point of contact for the Offeror.
- ii. Resumes for the Offerors project management staff that will be available for this project, including definition of that person's role, relevant project experience, and current workload over the next two years.

E.4.2.5 Project Management Plan (20 points)

The Project Management shall contain at a minimum the information requested in *Section D.5.3* of this RFP.

SECTION F BIDDING PROCEDURES & PROTESTS

F.1 CONTACT PERSON

For information regarding this RFP please contact:

Karen J. Araujo

Contract Specialist
Department of General Services
Frank D. Reeves Center
2000 14th Street, NW | 8th Floor
Washington, DC 20009

Phone: (202) 545-3035 karen.araujo@dc.gov

All written questions or inquiries should be sent to Karen J. Araujo at the email address provided above.

F.2 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 11:00 a.m. EST on Monday, January 23, 2017 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.

IMPORTANT NOTICE: Contracts & Procurement will notify Offerors 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 Offeror's responsibility to frequently visit DGS' Contracts and Procurement website at http://dgs.dc.gov/page/dgs-solicitations to obtain addenda(s) once they have received a copy or downloaded a copy of the solicitation.

Questions should be directed to Karen J. Araujo at the email address listed in **Section F.1** no later than Thursday, January 26, 2017. 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.

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

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). Responses, to the request for proposal, ("RFP") shall be in the form of competitive sealed proposals and the contract shall be awarded based on the proposal that is the most advantageous to the Department, or in the event of more than one award, the proposals that are the most advantageous to the Department. The RFP sets forth the evaluation factors and indicates the relative importance of each factor. The RFP contains a statement of work or other description of the Department's specific needs, which shall be used as a basis for the evaluation of the proposal. Price will be evaluated; however, while price or total cost to the Department may be an important or even deciding factor in most source selections, the Department may select the source whose proposal is more advantageous in terms of technical merit and other factors in accordance with Title 27 DCMR § 1613.5. As such, the contract contemplated hereunder will be awarded to the offeror whose competitive sealed proposal is determined by the source selection official to be the most advantageous to the Department considering technical merit and other factors.

F.6 RETENTION OF SUBMISSIONS

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

F.7 EXAMINATION OF SUBMISSIONS

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

F.8 LATE SUBMISSIONS: MODIFICATIONS

- a. Any submission or best and final offer received at the office designated in this RFP after the exact time specified for receipt shall not be considered.
- b. Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in *Section F.7* 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 PROPOSAL

- **A. 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. In addition, as stated in **Sections E.1 and E.4.1.1** material deviations of **Attachment B** Bid Form in the opinion of the Department, from the bid form provided by the Department as **Attachment B** shall be sufficient to render the proposal non-responsive and subject to exclusion from further evaluation in consideration of award.
- **B.** Certification. The Department may consider a proposal non-responsive if the Offeror fails to properly complete or provides inaccurate information on the Offeror's Certification Form (*Attachment C*).
- **C. Exceptions.** The Department may consider a proposal non-responsive if the Offeror identifies any changes or exceptions to the Standard Contract Provisions, Form of Contract, and Letter Contract.
- **D.** 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.

SECTION G INSURANCE REQUIREMENTS

G.1 REQUIRED INSURANCE

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

- **G.1.1** Commercial general public liability insurance ("Liability Insurance") against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than Two Million Dollars (\$2,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Two Million Dollars (\$2,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage and must be maintained for a period of at least three (3) years after substantial completion occurs.
- **G.1.2** Workers' compensation and Employers Liability coverage providing statutory benefits for all persons employed by the Contractor, or its contractors and subcontractors at or in connection with the Work.
- **G.1.3** Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

G.2 ADDITIONAL INSUREDS

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

G.3 WAIVER OF SUBROGATION

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

G.4 STRENGTH OF INSURER

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