# GOVERNMENT OF THE DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES







**Contracts & Procurement** 

Request for Proposal

Elevator, Escalator, Wheel-Chair Lifts and Conveyances System Operation, Maintenance and Repair Services

DCAM-19-NC-RFP-0007

Addendum No. 01 Issued: August 20, 2019

This Addendum No. 01 is issued by the Department of General Services on August 20, 2019. Except as modified herein, the Request for Proposals ("RFP") remains unmodified.

Item No. 1 - Pre-Proposal Conference Agenda

Add/Incorporate: Exhibit A to Addendum No. 01 – Pre-Proposal Conference Agenda

Item No. 2 - Pre-Proposal Conference Sign-in Sheets and Business Cards

Add/Incorporate: Exhibit B to Addendum No. 01 – Sign-in Sheets

All other terms and conditions remain unchanged.

Kimberly Gray

Supervisory Contract Specialist | Contracting Officer

Goods & Services

- End of Addendum No. 01 -

# GOVERNMENT OF THE DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES







**Contracts and Procurement** 

Request for Proposals ("RFP")
Elevator, Escalator, Wheel-Chair Lifts and Conveyances System Operation, Maintenance and Repair Services

Solicitation No. DCAM-19-NC-RFP-0007

Pre-proposal Conference Thursday August 15, 2019 11:00 A.M. EST

# **AGENDA**

#### 1. Welcome/Introductions

- Contracts & Procurement
- FMD/DGS Program

#### 2. Procurement Schedule

- Last Day for Questions/Clarifications......Tuesday, August 20, 2019

### 3. Key Project Elements

- This solicitation is in the Open Market
- Mandatory Subcontracting Requirements- Section H.9.1

#### 4. SOLICITATION

The District of Columbia (the "District"), acting by and through its Department of General Services ("DGS" or the "Department"), Division of Contracts and Procurement, is issuing this Request for Proposal ("RFP") to engage up to two (2) Contractors ("Contractors") to provide all labor, materials, tools, supplies, lifts, equipment, transportation, for the maintenance, inspection and repair services of elevators, escalators, wheel chair lifts and conveyances for various District facilities.

# 5. CONTRACT TYPE

In accordance with 27 DCMR Chapter 24 the District contemplates award of multiple Firm Fixed Price Contracts with a cost reimbursement component to be paid on a Time & Material Basis.

#### The Contract shall contain the following components:

a) Firm-fixed fully-loaded prices for monthly services; and

b) Cost reimbursement components for supplemental services compensated on a time and materials basis which include direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, profit and materials required at cost.

# SCOPE OF SERVICES REQUIRED

Work shall be performed in a safe and professional manner in accordance with all American Society of Mechanical Engineers (ASME) standards most recent edition. All elevators, escalators, wheelchair lifts and conveyances shall be maintained in a safe and operating condition.

# 6. INSURANCE - SECTION [I.14]

It is the District's expectation that the cost quoted for services include the Contractor's consideration of potential insurance cost, risk and exposure. The District will not negotiate insurance requirements and it is the Contractor's responsibly to review these requirements with their Commercial Insurance Broker/Firm and ensure they are able to secure the adequate coverage and limits imposed by the Department prior to award.

Best practices are for Contractor's to review the insurance requirements with commercial policy providers during the solicitation phase and pose any question for clarification by the Q&A due date.

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

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

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its

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

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

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

The vendor should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using

- Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).
- 2. <u>Automobile Liability Insurance</u> The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- 3. Workers' Compensation Insurance The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
- **4.** Employer's Liability Insurance The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
  - All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.
- 5. <u>Crime Insurance (3rd Party Indemnity)</u> The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$10,000 per occurrence.
- 6. Cyber Liability Insurance The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these

- obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
- 7. Environmental Liability Insurance The Contractor shall provide evidence satisfactory to the CO of pollution legal liability insurance covering losses caused by pollution conditions that arise from the ongoing or completed operations of the Contractor. operations coverage shall remain in effect for at least ten (10) years after completion of the work. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), cleanup costs, liability and cleanup costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). There shall be neither an exclusion nor a sublimit for mold-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution legal liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous coverage will be maintained or an extended reporting period will be exercised for at least ten (10) years after completion. The Contractor also must furnish to the Owner certificates of insurance evidencing pollution legal liability insurance maintained by the transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.
- 8. Professional Liability Insurance (Errors & Omissions) The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
- 9. <u>Sexual/Physical Abuse & Molestation</u> The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits;

\$2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.

10. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

# B. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

- C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- D. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.
- E. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

- **F.** MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- **H.** CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

# THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

# GEORGE G. LEWIS, CPPO C/O Keith Giles

Chief Contracting Officer
Associate Director, Contracting & Procurement
Department of General Services
2000 14th Street, N.W. | 8th Floor

Telephone: (202) 671-2445 E-mail address: keith.giles@dc.gov

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

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

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

# 7. PROPOSAL ORGANIZATION AND CONTENT

One (1) original, four (4) copies <u>and</u> one (1) redacted copy in accordance with **Section** [**L.3**], of the written proposals. Proposals shall be separated into two (2) parts; individually tabulated in three (3)-ring binders titled "Technical Proposal" and "Price Proposal(s)." Proposals shall be typewritten in 12-point font size on 8.5" by 11" bond paper, double-sided and three-hole punched. The official name of the firm submitting the proposal must appear on the outside front cover of each binder. Telephonic, telegraphic, and facsimile proposals will not be accepted:

- Proposals shall be submitted in a sealed envelope/package conspicuously marked: "Proposal in Response to Solicitation No. DCAM-19-NC-RFP-0007 Elevator, Escalator, Wheel-Chair Lifts and Conveyances System Operation, Maintenance and Repair Services"
  - ✓ DCAM-19-NC-RFP-0007 *Technical Proposal* Elevator, Escalator, Wheel-Chair Lifts and Conveyances System Operation, Maintenance and Repair Services.
  - ✓ DCAM-19-NC-RFP-0007 *Price Proposal(s)* Elevator, Escalator, Wheel-Chair Lifts and Conveyances System Operation, Maintenance and Repair Services.
  - a. Each Technical Proposal must be organized and prepared as follows:
    - i. Table of Contents;
    - ii. each page of the proposal must be numbered consecutively;
    - iii. Proposals shall be typewritten in 12-point font size;
    - iv. on 8.5" by 11" recycled content bond paper;
    - v. submitted in a three (3)-ring binders;
    - vi. with each section separated by tabs (i.e., Past Performance; Relevant Experience; and Project Team Qualifications and Resumes; and Management Plan);
    - vii. the official name of the firm submitting the proposal must appear on the outside front cover of each binder;
  - b. Each Price Proposal <u>must be</u> organized and prepared as follows:
    - i. Completed Price Schedule substantially in form of Attachment J.11A & J.11B
      - 1. **NOTE:** In the opinion of the Department, any material deviations of this from, Attachment J.11A & J.11B which is provided by the Department, shall be sufficient to

render the proposal non-responsive and subject to exclusion from further evaluation in consideration of award.

- ii. Bidder/Offeror Certification Attachment J.4
- iii. DOES 1<sup>St</sup> Source Agreement Attachment J.5
- iv. DOES 1<sup>St</sup> Source Employment Plan Attachment J.6
- v. DSLBD Subcontracting Plan Form Attachment J.7
- vi. DOES EEO Policy and Report Attachment J.8
- vii. Contractors Completed Tax Affidavit Attachment J.9
- L.2.2 Offerors shall submit one (1) USB Flash Drive to include soft copies of both Volume No. 1 Technical and Volume No. 2 Price Proposals, organized as outlined above.
  - (i) Volume No. 1, Technical must be included as a soft .pdf file;
  - (ii) Volume No. 2, Price must be submitted as a soft Microsoft Excel .xls file and .pdf copies of all Attachments.

The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

# 8. EVALUATION FOR AWARD SECTION [M]

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

NUMERIC RATING	ADJECTIVE	DESCRIPTION
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; Offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

TECHNICAL EVALUATION FACTORS	POINTS					
Factor A:						
Relevant Experience and Past Performance of Contractor and its						
Team:						
(i) performing various facility conveyance systems condition assessment, inspection, preventative maintenance and repair type services for system subject of the resulting Contract to include such multi-asset property portfolios over the past five						
(5) years;						
(ii) supervising multiple work crews; (iii) experience with, and knowledge of conveyance systems inspection, operation, maintenance and repair services; and	30					
<ul> <li>(iv) access to the necessary technology, equipment and standards <ul> <li>a. Offeror shall submit a list of three (3) current or previous contracts that best illustrate the firm's experience and capabilities performing identical or similar work in size and scope of this project within the last five (5) years. Descriptions of these contracts shall include at minimum the Name of Company, Title and Description of the Project, Contract Number, Dollar Amount, and Period of Performance, Name of the Contact Person, and Title, and Telephone Number and email address.</li> <li>b. Offeror shall demonstrate experience on contracts with any entity (e.g. local municipalities, federal and or commercial contracts) in terms of quality of work and compliance with performance schedules.</li> <li>c. Offeror shall demonstrate the ability to maintain monthly routine, preventative maintenance and on-call repair services for a minimum of 100+ conveyance systems</li> </ul> </li> </ul>						
Factor B: Relevant Experience of the Contractor's Proposed Key Personnel & Staffing  (i) The Service Manager, the Elevator Mechanic whom will be responsible for technical aspects of the Component elements outlined in all of Section [C.5]; and  (ii) the Offeror shall submit with its proposal evidences of its intent to comply with the requirements in Section [C.5] and [H.10]  a. A resume for each key personnel; b. commitment letter shall be included with the proposal on company letter head committing each key personnel for the duration of the contract; and  c. the percentage of time each person will devote to this project.  d. any and all applicable Trades Licenses issued by DCRA	30					
to provide applicable services						
Factor C: Operations Management Plan						
(i) Key Personnel						
(ii) Vehicle, Equipment & Supplies	L					

(iii) Quality Control Plan (QCP) (iv) Risk Management (v) Transition of Services (vi) Customer Service	20
TOTAL MAXIMUM TECHNICAL POINTS AVAILABLE	80

# 9. Questions

Verbal responses provided at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted by potential Offerors in writing no later than <u>Tuesday</u>, <u>August 20</u>, <u>2019</u> in order to generate an official answer. Official answers will be issued by Addenda to this RFP and posted on the DGS website at <u>www.dgs.dc.gov</u>.



GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of General Services

PRE-PROPOSAL CONFERENCE SIGN-IN SHEET

DCAM-19-NC-RFP-0007 | Elevator, Escalor, Wheel-Chair Lifts and Conveyances System Operation, Maintenance and Repair Services

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		Kim. genye de.gov	BATISTER (wa durlappede gur		Tealera Swain @de	rkolaghassi a	Mike@Coll.mselevator.com	James Wood	Williams - James 20657@ Yahoo com	EMAIL