GOVERNMENT OF THE DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES







Contracts and Procurement

Request for Proposals ("RFP") Comprehensive City-Wide Landscaping Maintenance and Supplemental Landscaping Services

Solicitation No.: DCAM-20-NC-RFP-0001

Pre-proposal Conference Wednesday October 26, 2019 1:00 P.M. EST

Agenda

1. Welcome/Introductions

- Contracts & Procurement
- Facilities Management Division

2. *REVISED by Addenda No. 02* Procurement Schedule

- Issue RFP..... Thursday, October 10, 2019
- Pre-proposal Conference......Today, Wednesday, October 23, 2019 at 1:00 P.M.
- Proposals Due Tuesday, December 3, 2019 by 2:00 P.M. Section L.7.1.1

3. Key Project Elements

- This solicitation is designated for Set-Aside Market Participation only | Section B.6
 - This RFP is designated only for certified small business enterprises ("SBEs") 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. Thus, *ONLY Bidders that are certified by the District of Columbia Department of Small and Local Business Development ("DSLBD") as SBEs at the time of the Bid Due Date are eligible.*
- RFP Table of Contents

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4. SOLICITATION

The District of Columbia Government, acting by and through its Department of General Services (the "Department" or "DGS") Division of Contracts and Procurement ("C&P") (collectively the "District") is issuing this Request for Proposals ("RFP") to engage up to five (5) Contractors ("Contractor(s)") to provide Comprehensive City-Wide Landscaping Maintenance and Supplemental Services to include mowing, mulching, pruning, leaf removal, weeding and such other related services described herein at various District owned and operated properties.

The awarded Contractor(s) shall provide all supervision, labor, materials, tools, supplies, lifts, equipment, vehicles, transportation to and from all worksites, home office overhead and all other services necessary to successfully perform as prescribed herein for a Base Period ("Base Period") and up to four (4) additional one (1) year Option Periods (each an "Option Year").

5. CONTRACT TYPE

The District contemplates the award of multiple Fixed-Price type Contracts in accordance with **27 DCMR Chapter 2404 Fixed-price Contracts**, with a **Time-and-Materials Component for Reimbursable Supplement Services** in accordance with **Chapter 2420**.

The Fixed-Price Contracts resulting from this RFP shall contain the following types of price and cost components:

- a) Firm-fixed fully-loaded prices per Sq./Ft. used to calculate the per Cycle Rate for each Property Site.
- b) Time and Materials, based on:
 - (i) Direct Labor Hourly Rates for supplemental services;
 - (ii) Cost of materials

The Contracts pursuant to this Request for Proposal ("RFP") will be firm-fixed, fully loaded service Contracts, with pricing defined by two categories as describe in **Section [B.4 thru B.4.1.5]**, (i) firm, fixed, fully-loaded per cycle rate for periodic services within the respective group. The per-cycle rates are calculated based on the per Sq./Ft rate (x) individual location Sq./Ft. = Location Cycle Rate. (ii) Supplemental Services, of which the Contractor(s) will receive compensation on a Time and Materials basis. All approved Supplement Services shall be calculated pursuant to the firm-fixed, and fully loaded hourly labor rates as described in **Section [B.4 thru B.4.1.5]**.

6. SCOPE OF SERVICES REQUIRED

The specifications herein are a statement of the minimum level of janitorial and housekeeping services standards of performance that the Contractor shall provide. They are not intended to represent maximum performance levels or limitation of the effort the Contractor shall expend to accomplish the work required. The task and expectations related to the janitorial and housekeeping function are all inclusive. The Contracting Officers Technical Representative/Contract Administrator ("COTR" or "CA") may add or delete from these functions, as justified by the Department. All changes to any contract terms or functions will be executed by a contract modification issued by the Contracting Officer ("CO").

All costs associated with complying with the requirements established herein are included in the firm, fixed fully-loaded monthly service rate for all janitorial services performed on a daily basis. The Contractor shall provide all labor, supervision, management, materials, equipment, containers, supplies (including consumables; e.g. paper towel and toilet paper), vehicles, recordkeeping, reporting and all other supplies and services necessary to successfully perform comprehensive janitorial/housekeeping and all related supplemental services in accordance with the standards described and set herein.

7. INSURANCE - SECTION [I.14]

It is the District's expectation that the cost quoted for services <u>include</u> the Contractor's consideration of potential insurance cost, risk and exposure. <u>The District will not</u> <u>negotiate insurance requirements</u> 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. <u>General Requirements</u>. 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. <u>Commercial General Liability Insurance ("CGL")</u> - 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 the tort liability of another assumed in a contract) and acts of terrorism

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(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 COTR/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 nonowned 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. <u>Workers' Compensation Insurance</u> 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. <u>Employer's Liability Insurance</u> 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>Environmental Liability Insurance</u> - 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. Completed 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) \$1,000,000 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.

- 6. <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. THIS IS A MANDATORY REQUIREMENT IF SCHOOLS ARE IN SESSION AND/OR WORK IS BEING PERFORMED IN AN AREA WHERE CHILDREN NORMALLY FREQUENT.
- 7. <u>Commercial Umbrella or Excess Liability</u> 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) \$1,000,000 per occurrence and \$1,000,000 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

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- **B.** <u>**Primary and Noncontributory Insurance.**</u> 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. <u>Duration</u>. 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.** <u>Liability</u>. These are the required minimum insurance requirements established by the District of Columbia. However, minimum insurance requirements provided above will not in any way limit the contractor's liability under this contract.
- **E.** <u>Contractor's Property</u>. 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.** <u>Measure of Payment</u>. 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.** <u>Notification</u>. 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.** <u>Certificates of Insurance</u>. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

And mailed to the attention of: GEORGE G. LEWIS, CPPO C/O Domonique L Banks Chief Procurement Officer Chief of Contracting & Procurement Department of General Services 2000 14th Street, N.W. | 8th Floor Telephone: (202) 727-2800 E-mail address: domonique.banks@dc.gov

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

- **I.** <u>Disclosure of Information</u>. 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.** <u>Carrier Ratings</u>. 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

8. PROPOSAL ORGANIZATION AND CONTENT – SECTION [L.2]

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-20-NC-RFP-0001 Comprehensive City-Wide Landscaping Maintenance and Supplemental Landscaping Services" in two (2) parts:

- ✓ DCAM-20-NC-RFP-0001 *Technical Proposal* Comprehensive City-Wide Landscaping Maintenance and Supplemental Landscaping Services; and
- ✓ DCAM-19-NC-RFP-0008 *Price Proposal(s)* Comprehensive City-Wide Landscaping Maintenance and Supplemental Landscaping Services.
 - a. Each Technical Proposal *<u>must be</u>* 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., Relevant Experience and Past Performance of Contractor and its Team; Relevant Experience of the Contractor's Proposed Key Personnel & Staffing; and Daily Operations 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.12*
 - 1. NOTE: In the opinion of the Department, any material deviations of this from, Attachment J.12 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 1St Source Agreement Attachment J.5
 - iv. DOES 1St 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
 - viii. Offerors' Past performance Evaluation Forms Attachment J.16
- 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.

9. 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	Marginally meets minimum requirements; minor				
	Acceptable	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	30
Factor B:	
Relevant Experience of the Contractor's Proposed Key Personnel & Staffing	30
Factor C:	
Daily Operations Management Plan	20
Total Maximum Technical Points Available	80

10. 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>Wednesday, October 30</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>.

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GOVERNMENT OF THE DISTRICT OF COLUMBIA Department of General Services PRE-PROPOSAL CONFERENCE SIGN-IN SHEET



DCAM-20-NC-RFP-0001 | Comprehensive City-Wide Landscaping Maintenance and Supplemental Landscaping Services

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3711 Macomb Street, NW Suite 3C, Washington DC 20016 Jocelyn Quiroz-Rodriguez Compliance Manager Jquiroz-rodriguez@atmossolutionsinc.com atmossolutionsinc.com



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