

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES**



REQUEST FOR PROPOSALS

SITE BEAUTIFICATION SERVICES

Set-Aside for Participation by D.C Certified Business Enterprises Only

April 1, 2016

Solicitation Number: DCAM-16-NC-0099

Proposal Due Date: April 15, 2016 by 10:00 am

Delivery of Proposals: Department of General Services
Contracts & Procurement Division, 8th Floor
Attn: Yinka T. Alao, Associate Director
Frank D. Reeves Center
2000 14th Street NW
Washington, DC 20009

Pre-Proposal Conference: April 5, 2016 at 10:00 am
2000 14th Street, NW, 6th Floor
DPW Conference Room

Contacts: Jerusalem Belai
Contract Specialist
Contracts & Procurement Division
Frank D. Reeves Center
2000 14th Street, NW, 8th Floor
Washington, DC 20009
202-724-4108
jerusalem.belai@dc.gov

Executive Summary

The District of Columbia Department of General Services (“Department” or “DGS”) Contracts and Procurement Division, is issuing this Request for Proposals (“RFP”) to engage Contractors to provide Site Beautification Services for District of Columbia public facilities under the jurisdiction of DGS. The Department intends to award four (4) contracts, one Contractor per Group, for these services. Contractors may be bid on all Groups but will be eligible to receive an award for only one Group.

This RFP is designated only for Certified Small Business Enterprise (CSBE) 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 are eligible. A copy of the certification acknowledgment letter must be submitted with the Offeror’s Proposal.

A.1 Contractor’s Compensation

The Contractor will be paid an indefinite delivery indefinite quantity fixed unit price per maintenance session for each facility as described in Attachment A. The selected Contractor(s) will need to provide all management, tools, supplies, equipment, vehicles and labor necessary to perform the required services for the facilities listed. The fixed unit price shall include sufficient funding for items that are not specifically identified in the Scope of Work but which are reasonably inferable therefrom. The contract shall be for a base year with one option year.

A.2 Form of Contract

The Form of Contract will be provided as an addendum. Offerors should carefully review the Form of Contract when 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 proposals premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of Contract must be clearly identified and described in their proposal.

A.3 Procurement Schedule

The schedule for this procurement is as follows:

- | | |
|---|------------------------------|
| • Issue RFP | - April 1, 2016 |
| • Pre-proposal Conference | - April 5, 2016 at 10:00 am |
| • Last Day for Questions/Clarifications | - April 8, 2016 |
| • Proposals Due | - April 15, 2016 at 10:00 am |

A.4 Attachments

Attachment A – Bid Form and Offer Letter

Attachment B – Bidder-Offeror Certification Form

Attachment C – Tax Affidavit

Attachment D – Service Contract Wage Rates

Attachment E – Subcontracting Plan Form

Attachment F – 2016 Living Wage Act Notice and Fact Sheet

Attachment G – First Source Employment Agreement Form

Attachment H – Standard Contract Provisions

SECTION B SCOPE OF WORK

B.1 Scope of Work

Section B.1.1 The Contractor shall provide all management, tools, supplies, equipment, vehicles, and labor necessary to perform the required specialized landscaping and beautification services to the Services Areas located within the Targeted Properties (as each term is defined below) in accordance with the manner, time and other requirements outlined below. The intent of the services are to ensure that, by the applicable Event Date, each of the Targeted Properties project a clean, beautiful and professional appearance.

Section B.1.1.1 Service Areas. The landscaped service areas shall include the following areas (“Service Areas”) located at the Targeted Properties:

1. Entrances, ramps, sidewalks, curb sides and walkways;
2. Planting, flower, and rock beds;
3. Tree rings;
4. Tree boxes (on site and in public spaces in front of, or adjacent to, buildings)
5. Shrubs, Bushes, and Hedges;
6. Walls, and building sides;
7. Fountains;
8. Areas near pools, basketball/tennis courts, or other areas with substantial pedestrian activities; and
9. Any other areas, as requested by DGS.

The Service Areas for a given Targeted Property are collectively, a “Beautification Zone.”

Section B.1.1.2 Targeted Properties. The “Targeted Properties” are each of the properties listed on **Attachment A**. The Department reserves the right, in its sole and absolute discretion, to either add additional properties or remove properties, from this list at any time. Please note that the list of Targeted Properties intentionally does not contain the actual square footage of the Beautification Zone, in large part, due to the uniqueness of each Service Area and the complexities associated with making a reasonable approximation of square footage. However, the Department is providing bidders with supplemental information (i.e., pictures etc.) to ensure that bidders can visualize, and familiarize themselves with, the Service Areas.

See <https://drive.google.com/drive/folders/0B6A5eJbVG5NkS1pUOEplcFZVR3M>

Bidders are highly urged to both view the posted supplemental information and to conduct their own site visits. The Targeted Properties are generally categorized in the following groups: Group A Properties (comprised of Ward 1 & 2 properties); Group B Properties (comprised of Ward 3 & 4 properties); Group C Properties (comprised of Ward 5 & 6 properties); and Group D Properties (comprised of Ward 7 & 8 properties).

Section B.1.1.3 Event Date. Each Targeted Property shall have at least one event date (an “Event Date”) as determined based upon the chart below:

Property Type	Event Date(s)	Priority Level for Servicing
Schools	Graduation Date (listed for the school on Attachment A) & August 22, 2016 (School Opening)	1
Recreation Centers (w/pools) & Spray Parks	May 30, 2016	1
Recreation Centers (w/o pools) & Parks (w/o Sprays)	June 15, 2016	2
Senior Wellness Centers	Within 30 days of award	2
Homeless Shelters	Within 30 days of award	2
Police & Fire Stations	Within 30 days of award	2
Municipal Facilities	Within 30 days of award	2
All other Targeted Properties	Within 30 days of award	2

The Event Dates are subject to change by the Department (both in terms of changed dates or adding additional Event Dates), in its sole and absolute discretion. Any such changes will be promptly communicated to the awarded contractors.

Section B.1.2 General Requirements

Section B.1.2.1 Specialized Beautification Services. For any Targeted Property awarded to a Contractor, such Contractor shall provide the following specialized landscaping and beautification services (collectively, the “Services”) to the Service Areas within the timeframes set forth below.

Section B.1.2.2 Maintenance of Flower and Rock Beds and Related Areas. Prior to the Event Date, the Contractor shall beautify and enhance flower beds and rock beds and related areas to ensure that, as of the Event Date, they present a neat professional appearance. This shall include but is not limited to fertilizing, watering, cultivating, weeding, mulching, and repairing or replacing damaged plants and shrubs. No earlier than two weeks before the Event Date, the Contractor shall provide seasonal plants and flowers, in concentrations and groupings customary for buildings of similar quality and nature, which are aesthetically pleasing, require low maintenance and durable given a particular season. For example, suggested flowers shall include: Vinca Titan Series; Wax Begonias; Perennials; and Pansies. Contractor must get advance approval of any proposed flower selections and concentrations/clusters of flowers from the applicable Building Manager. The Contractor shall ensure that, by the Event Date, the exterior walls of planters are free of all plant growth from inside the planter to maintain a clean outer rim of the planter.

Section B.1.2.3 Planting Bed and Tree Ring Services. Prior to the Event Date, the Contractor shall perform the following to improve planting beds and tree rings:

- a. Loosen the soil, as necessary, to a depth necessary to manually remove weeds and the weeds root system, stones, or other debris, while not interfering with the root systems of the plant material; and
- b. Sharply and evenly define beds and tree rings through edging and trimming

In addition, the Contractor shall ensure that, on the Event Date, all planting beds (including, but not limited to, tree rings, shrubs, perennials, groundcover, and annual beds) are weed free, and shall have had all weeds and invasive plant material removed from within the Service Areas. Weeds shall be removed by hand pulling at the base of each plant prior to going to seed, thus removing as much of the root system as possible. The Contractor shall ensure that, on the Event Date, all walls, patios, and fences are clean of overgrowth of ivy and other plants and weeds.

Section B.1.2.4 Trash, Debris, and Other Materials. The Contractor shall ensure that, on the Event Date, all trash, debris and other materials within an Enlarged Service Area of a given Targeted Property, has been removed in a legal and environmentally-responsible manner. An “Enhanced Service Area” shall be any area, located solely within a Targeted Property, situated within a 500 foot radius of a given Service Area. The Contractor shall not use trash receptacles and dumpsters located on-site for the disposition of trash organic matter and debris. The Contractor shall dispose of all debris at an off-site location in accordance with existing local, state, and federal regulations.

Section B.1.2.5 Mulching. By the Event Date, the Contractor shall have provided mulching service to the Service Areas. The Contractor shall provide and apply commercial grade mulch (in either Black or Brown colors, but not a multi-color combination) to Service Areas. The Department will notify the Contractor of the type of mulch to be used, i.e. hardwood bark or equivalent. All areas to be mulched shall be raked, debris removed, edge re-established, and any excessive mulch/soil build-up removed prior to mulch application. All ornaments, including borders and openings with round cover beds shall be mulched, but only after fertilizer has been applied.

Section B.1.2.6 Fertilization. Prior to the Event Date, the Contractor will provide fertilization to the Service Areas on an as needed basis.

Section B.1.2.7 Sod Repair. Prior to the Event Date, the Contractor will provide sod repair service on an as needed basis.

Section B.1.2.8 Mowing Services. If needed by the Event Date, the Contractor shall perform mowing at the Targeted Property to ensure that, on the Event Date, the site maintains the proper grass height of three (3) inches. In addition, if needed by the Event Date, the Contractor shall cut the grass to the street curb not just sidewalks; to include the tree spaces surrounding the

property. The Contractor shall mow around all physical features (i.e. poles, walls, fire hydrants, signs, etc.).

Section B.1.2.8.1 The Contractor shall mow the turf in such a way that clippings are not piled up or rows of clippings are formed. The Contractor shall change the mowing pattern or direction at each cut to reduce the grooves in the turf caused by equipment.

Section B.1.2.8.2 The Contractor shall prevent scalping, uneven mowing, rutting by equipment, and damage to trees, shrubs, and plants during Contractor operations. The Contractor shall use precautions such as removal or repair of equipment causing unnecessary damage or procedures causing unsatisfactory mowing. The Contractor shall protect all trees from damage by mowers, weed eaters, and other equipment, and protect buildings and property. The Contractor shall replace any damaged trees and landscape areas, to the satisfaction of the Department, as a result of the Contractor's action or inaction.

Section B.1.2.8.3 The Contractor shall repair turf damaged during mowing operations to its previous condition within 72 hours of being notified of the damage by the Department.

Section B.1.2.8.4 If the Contractor's equipment shreds litter such as trash or debris, the Contractor shall remove the litter the same day work in the area is completed.

Section B.1.2.8.5 The Contractor shall remove grass clippings from all surfaces immediately after mowing or double cut to prevent smothering of the grass.

Section B.1.2.8.6 The Contractor shall perform mowing and trimming so as not to project grass clippings on paved surfaces, retaining walls, curbs, fence lines, parked vehicles and all areas abutting the grass. The Contractor shall direct grass clippings towards the property and away from the sidewalk or road abutting the property. In the event that clippings end up on sidewalks, streets, or areas outside of the District's property being worked on, the Contractor shall immediately clear such areas of clippings.

Section B.1.2.9 Trimming/Edging. By the Event Date, the Contractor shall have performed trimming/edging for the edging of all accessible sidewalks, curbs, mulched areas, tree wells, fencing, and flower beds to ensure that, on the Event Date, such areas are well maintained. The Contractor shall define the edge to create a clean cut vertically. The Contractor shall perform trimming around all physical features on an as needed basis to match the height and appearance of surrounding grass. Physical features include, but are limited to, fence lines, poles, walls, fire hydrants, and signs. The Contractor shall be held responsible for repairing any damage to trees, shrubs, and plants from trimming. If using a string trimmer, the Contractor shall ensure that the string of the trimmer does not come in contact with the trunk of any tree. The Contractor shall clear and clean paved surfaces including, but not limited to, sidewalks, parking lots and streets, and drainage structures of grass clippings and other debris following each mowing by blowing the surface areas.

Section B.1.2.10 Ongoing Maintenance Report. Within one week after an Event Date, the Contractor shall prepare and submit to DGS a recommended Ongoing Maintenance Report, for each Service Area, recommending future ongoing maintenance actions needed to preserve, to the greatest extent possible, the beautification of the Service Areas.

Section B.1.3 Contractor's Operations and General Requirements. At all times while this Agreement is in effect, the Contractor shall comply with the follow requirements:

- a. The Contractor shall provide all services in accordance with quality standards of the grounds maintenance industry. The Contractor shall erect, at the Contractor's expense, proper barricades, signs, and warning devices as required for pedestrian and traffic safety when necessary.
- b. The Contractor shall confine to the greatest possible extent, all operations, equipment, apparatus, and placement of materials to the immediate area of work. The Contractor shall comply with all District of Columbia rules and regulations in effect at the work site, including, but not limited to parking, traffic control plans and OSHA standards for landscape and horticultural services, use of walks, security restrictions, hours of allowable entrance and departure.
- c. The Contractor shall store its equipment off-site, not on District property.
- d. When observed or encountered, the Contractor shall notify DGS verbally and in writing of any defects noted in surfaces that are to receive service or any obstacles, if such defects or obstacles may affect lawn care operations or present a safety concern. Defects may include anything that impedes the Contractor's ability to provide other grounds keeping or grounds maintenance services, including but not limited to, water build up, building materials, dumpsters or trash receptacles, vehicles, temporary structures, or debris that is not considered litter (litter is defined as bottles, cans, paper, tires, glass, clothes, tree limbs under 4" in diameter or other materials that could be removed by the crews without the use of equipment). Depending on the nature of the defect or obstacles, the Department, once notified, will determine if and how the Contractor should precede with the Services. The Contractor shall notify the designated agency point of contact of any items that need to be moved in order for work to be completed.

Section B.1.4 Service Hours. The Contractor shall perform all Services during the hours of 7:00am – 7:00pm local time (adjustments will be made for Daylight Savings Time), Monday through Friday, excluding District holidays, unless otherwise approved by the Department. If the Contractor needs to work on a weekend or District holiday in order to maintain the required grass height, the Contractor shall obtain the Department's approval. There may be situations that require the Contractor to work other than the hours specific herein. In those cases, the Contractor shall advise the Department to reschedule the work to minimize disruption.

Section B.1.5. Reporting. At all times while this Agreement is in effect, the Contractor shall comply with the following requirements:

- a.** The Contractor shall submit Work Completion Reports, with updates, to the Department through its “Sales Force” performance system with respect to its rendered Services. These reports will also include summaries, notes, pictures, and any other information requested by DGS.
- b.** The Contractor shall immediately notify the Department, in writing, of any accidents on the job site arising from the performance of this Agreement that involve bodily injury to Contractor’s employees or District workers or both, building occupants, visitors, or other persons.

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, or being a local business enterprise with its principal office located in an enterprise zone. (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:

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

A Certified Business Enterprise (CBE) shall be entitled to any and all of the preferences provided in this section, but in no case shall a CBE be entitled to a reduction in price of more than twelve (12) percent.

C.2 LSDBE Participation.

C.2.1 Mandatory Subcontracting Requirement.

C.2.1.1 The subcontracting requirement may be satisfied by subcontracting 50% of the dollar volume to any Certified Business Enterprises (CBEs) provided however, that the costs of materials, goods, and supplies shall not be counted towards the subcontracting requirement unless such materials, goods, and supplies are purchased from certified small business enterprises. Offerors shall submit the Subcontracting Plan Form included as Attachment H.

C.2.1.2 A prime contractor which is certified as a Small Business Enterprise shall not be required to comply with the provisions of section C.2.1.1.

C.2.1.3 Neither the Contractor or a Subcontractor may remove a Subcontractor or tier-Subcontractor if such Subcontractor or tier-Subcontractor is certified as a Local, Small or Disadvantaged Business Enterprise (LSDBE) unless the Department approves of such removal. The Department may condition its approval upon the Contractor developing a plan that is, in the Department's sole and absolute judgment, adequate to maintain the level of LSDBE participation on the Project as required under this Contract.

C.2.1.4 A list of Certified Business Enterprises can be found on the District of Columbia, Department of Small and Local Business Development website at <http://dslbd.dc.gov/> DC/DSLBD, click on "Doing Business in the District", click on "Find CBE Certified Contractors."

C.3 Residency Hiring Requirements for Contractors and Subcontractors:

C.3.1 At least fifty-one percent (51%) of the Offeror's team and every sub-consultant's employees hired after the Offeror enters into a contract with the Department, or after such sub-consultant enters into a contract with the Offeror, to work on this Project, shall be residents of the District of Columbia.

C.3.2 Upon execution of the contract, the Offeror and all of its member firms, if any, and each of its subcontractors and sub-consultants 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.

C.3.3 The Offeror shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, including but not limited to the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011, and the rules and regulations promulgated thereunder. The Offeror and all member firms, subcontractors, tier subcontractors, sub-consultants, and suppliers with contracts in the amount of \$300,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement Attachment J 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 a 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.

SECTION D

EVALUATION AND AWARD CRITERIA

D.1 Evaluation Process

Department will 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 Oral Presentation

The Department does not intend to interview Offerors; however, the Department reserves the right to interview Offerors in the competitive range if necessary. If the Department conducts such interviews, each Offeror within the competitive range shall make an oral presentation to the Department's Evaluation Committee, and participate in a question and answer session. The purpose of the oral presentation and the question and answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The submission will be re-scored at the conclusion of the oral presentation.

D.3.1 Length of Oral Presentation. Each Offeror will be given up to 60 minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately 30 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 60 minutes.

D.3.2 Schedule. The order of presentation will be selected randomly and the Offerors will be informed of their presentation date before the beginning of oral presentations. The Department reserves the right to reschedule any Offeror's presentation at the discretion of the contracting officer.

D.3.3 Offeror Attendees. The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this project. Each Offeror will be limited to 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.3.4 Topics. The Offeror may present information about its capabilities and special qualifications to serve as a Contractor for this Project, including the qualifications of key personnel.

D.4 Proposal Evaluation

Each proposal will be scored on a scale of 1 to 188 points. In addition, Offerors will be eligible to receive up to 12 preference points as described in **Section C.1** of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 200.

D.4.1 Experience (40 points)

The Department desires to engage a Contractor with the experience necessary to realize the objectives set forth in Section B of this RFP. Offerors will be evaluated based on their demonstrated experience with:

- (i) managing grounds maintenance for multi-asset property portfolios;
- (ii) supervising multiple work crews;
- (iii) experience with and knowledge of grounds maintenance operations and equipment;
- and
- (iv) access to the necessary equipment and labor to implement and perform the necessary services.

This element of the evaluation will be worth up to forty (40) points.

D.4.2 Key Personnel (40 Points)

The Department desires that senior personnel assigned to this project have experience in managing similar projects. The availability and experience of the key individuals assigned to this project will be evaluated as part of this element. Proposals should identify, at a minimum:

- (i) the Contract Manager for this contract;
- (ii) the individual who will be responsible for dispatching crews and equipment (if separate from the Contract Manager);
- (iii) the key supervisors who will oversee and supervise the work in the field;
- (iv) identification of the single point of contact for the Contractor; and
- (v) resumes for each key participant on the team, including definition of that person's role, relevant experience, and anticipated workload during the performance of the Contract term.

This element of the evaluation will be worth up to forty (40) points.

D.4.3 Work Plan and Schedule (80 Points)

Offerors are required to submit a Work Plan and Schedule. The Work Plan should clearly explain how the Contractor will manage the work required under the contract. It should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the plan should:

- (i) identify the key personnel and their specific roles in managing the Project;
- (ii) provide a description of the equipment that is available to the Offeror, and a description of where such equipment is stored;
- (iii) a description of the Offeror's workforce and how its crews will be mobilized (i.e. phone tree, etc.) so as to ensure that sufficient workers will be available;
- (iv) A Quality Control Plan (QCP) delineating the Contractor's Quality Control Program and Inspection System to monitor and control its performance of services to ensure compliance to the contract requirements. The Department will also consider the experience of the Contractor and its team members have working together on similar projects.

This element of the evaluation will be worth up to eighty (80) points.

D.4.4 Price (Maximum 40 Points)

Offerors will be required to bid in Attachment A, fixed unit price per maintenance session for each facility, for the base period and one (1) option year. This element of the evaluation will be worth up to forty (40) points, of which a maximum of 12 points will be allocated to qualified CBEs.

SECTION E

PROPOSAL ORGANIZATION AND SUBMISSION

E.1 Proposal Identification:

Offerors shall submit an original and five (5) hard copies in a sealed envelope conspicuously marked: **“DCAM-16-NC-0099 Site Beautification”**

E.2 Delivery or Mailing of Proposals:

Submissions shall be delivered or mailed to:

Department of General Services
Attn: Yinka T. Alao, Associate Director
2000 14th Street, NW 8th Floor
Washington, D.C. 20009
Phone: (202) 727-2800

E.3 Date and Time for Receiving Proposals:

Submissions shall be received no later than 10:00 am local time on April 15, 2016. The Offeror assumes the sole responsibility for timely delivery of its submission, regardless of the method of delivery.

E.4 Proposal Size, Organization and Offeror Qualifications:

All submissions shall be submitted on 8-1/2” x 11” bond paper and typewritten. Telephonic, telegraphic, and facsimile submissions shall not be accepted. The Department is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The submission shall be organized in two (2) separate volumes as follows:

E.4.1 Bid Form and Offer Letter

Each Offeror shall submit a bid form substantially in the form of **Attachment A**. Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the proposal non-responsive.

E.4.3 Executive Summary

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

E.4.4 General Team Information and Firm(s) Data

Each Offeror should provide the following information for the principal grounds maintenance firm and its subcontractors, if any.

- A. Name(s), address(es), and role(s) of each firm (including all sub-contractors)
- B. Firm profile(s), including:
 - i. Age
 - ii. Firm history(ies)
 - iii. Firm size(s)
 - iv. Areas of specialty/concentration
 - v. Current firm workload(s) related to grounds maintenance for the next six months. This should include a listing of all contracts/obligations that the Offeror has with respect to grounds maintenance for the 2016 growing season.
 - vi. Provide a list of any contracts held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.

E.4.5 Experience (40 points)

Each offeror shall submit the information requested in D.4.1 of the RFP.

E.4.6 Key Personnel (40 Points)

Each offer shall submit the information requested in D.4.2 of the RFP.

E.4.7 Work Plan and Schedule (80 Points)

Each Offeror shall submit the information requested in D.4.3 of this RFP.

E.4.8 Price (Maximum 40 Points)

Each Offeror shall submit the information requested in D.4.4 of this RFP.

E.4.9 Tax Affidavit

Each Offeror must submit a tax affidavit substantially in the form of **Attachment C**. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government.

E.4.10 Attachments

The Offeror shall complete and include the following attachments in their proposal:

- a) Bidder-Offeror Certification Form (Attachment B);
- b) Subcontracting Plan Form (Attachment F);
- c) First Source Employment Agreement (Attachment H);
- d) CBE Certification issued by the Department of Small Local Business Development.

SECTION F

BIDDING PROCEDURES & PROTESTS

F.1 Contact Person:

For information regarding this RFP please contact:

Jerusalem Belai
Contract Specialist
Contracts & Procurement Division
Frank D. Reeves Center
2000 14th Street, NW, 8th Floor
Washington, DC 20009
202-724-4108
jerusalem.belai@dc.gov

F.2 Pre-Proposal Conference:

A pre-proposal conference will be held at 10:00 a.m. on April 5, 2016 at the Reeves Building in DPW's 6th Floor Conference Room. Interested Offerors are encouraged to attend.

F.3 Explanations To Prospective Offerors:

Each Offeror shall carefully examine this RFP and any and all amendments, addenda, or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a Proposal. 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 will 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 Proposals 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 will not be binding.

Requests shall be directed to Jerusalem Belai at the email address listed in Section F.1 no later than the April 8, 2016. The person making the request shall be responsible for prompt delivery.

F.4 Protests:

Protests shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of Proposals. If an alleged defect does not exist in this initial RFP, but was incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering Proposals. In all other cases, a protester shall file the protest within seven (7) days after the protester knows or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be

made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This section is intended to summarize the Proposal protest procedures and is for the convenience of the Offerors only. To the extent any provision of this section is inconsistent with the Procurement Regulations, the more stringent provisions shall prevail.

F.5 Retention of Proposals:

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

F.6 Examination of Proposals:

Offerors are expected to examine the requirements and 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.7 Late Proposals and Modifications:

The following shall apply to proposals received in response to the RFP:

- (a) Any Proposal or best and final offer received at the Department designated in this RFP after the exact time specified for receipt shall not be considered.
- (b) Any modification of a Proposal, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in F.7(a) stated above.
- (c) The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the Proposal 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 Proposal which makes its terms more favorable to the DGS may be considered at any time it is received and may be accepted.
- (e) Proposals shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of Proposals.

F.8 No Compensation for Preparation of Proposals:

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any Proposals submitted in response to this RFP, or prepared in connection

therewith, including, but without limitation, any Proposals, statements, reports, data, information, materials or other documents or items.

F.9 Rejection of Proposals:

The Department reserves the right, in its sole discretion:

- (a) To cancel this solicitation or reject all Proposals;
- (b) To reject Proposals that fail to prove the Offeror's responsibility;
- (c) To reject Proposals that contain conditions and/or contingencies that in the Department's sole judgment, make the Proposal indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award;
- (d) To waive minor irregularities in any Proposal provided such waiver does not result in an unfair advantage to any Offeror;
- (e) To take any other action within the applicable Procurement Regulations or law;
- (f) To reject the Proposal of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such Proposal or this Request for Proposals.

F.10 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.11 Contract Award:

This procurement is being conducted in accordance with the provisions of 4721 of the Department's Procurement Regulations (27 DCMR, Chapter 47).

SECTION G INSURANCE REQUIREMENTS

G.1 Required Insurance:

The contractor shall 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 One Million Dollars (\$1,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and One Million Dollars (\$1,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage. The Contractor will be required to maintain this coverage in force for a period of at least two years after substantial completion.

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 Five Hundred Thousand Dollars (\$500,000) for each occurrence for bodily injury and property damage.

G.1.4 Excess umbrella liability coverage (on at least a follow form basis) and when combined with the general liability policy has an aggregate limit of at least Two Million Dollars (\$2,000,000).

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.