

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



Contracts and Procurement

Request for Proposals (“RFP”)
On-Call Facility Maintenance and Repair Services
Solicitation No.: **DCAM-20-NC-RFP-0013**
Pre-proposal Conference
Wednesday January 22, 2020 12:00 Noon. EST

Agenda

1. **Welcome/Introductions**
 - Contracts & Procurement
 - Facilities Management Division
2. **Procurement Schedule**
 - Issue RFP Tuesday, January 8, 2020
 - Pre-proposal Conference Today, Wednesday, January 22, 2020 at 12:00 Noon.
 - Last Day for Questions/Clarifications Monday, January 27, 2020
 - Proposals Due Wednesday, February 12, 2020 by 2:00 P.M. **Section L.7.1.1**
3. **Key Project Elements**
 - This solicitation is designated for SBE 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.**
4. **SOLICITATION**

The Government of the District of Columbia, acting by and through its Department of General Services (“DGS” or the “Department”), Division of Contracts and Procurement (collectively the “District”) is issuing this Request for Proposal (“RFP”) to engage multiple Contractor(s) to provide **On-Call Facility Maintenance and Repair Services** to various District owned or operated facilities.

The awarded Contractor(s) shall provide all supervision, labor, materials, tools, supplies, vehicles, lifts, equipment, transportation, to ensure effective performance of services as prescribed herein for a base period ("Base Term") and up to four (4) additional, one (1) year option periods (each an "Option Period").

5. CONTRACT TYPE

The District contemplates the award of multiple Indefinite Delivery, Indefinite Quantity ("IDIQ") type contracts (the "Contract(s) based on Time and Materials.

Contracts in accordance with Chapter 47 of Title 27 of the DCMR - 4716 **TIME-AND-MATERIALS CONTRACT AND LABOR HOUR CONTRACTS.**

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

- a) Time and Materials, based on:
 - (i) Labor Hourly Rates;
 - (ii) Cost of materials all Materials and Supplies shall be furnished to the District "at cost." The District will not grant or accept any mark-ups on the Contractor's materials and supplies.

The Contract shall be priced based on firm-fixed labor hourly rates for each of the Skilled and Unskilled Labor categories identified in **Section [B.3.1.1]**. Parts and materials provided for related services will be compensated on a Time & Materials basis. The fully-loaded labor hourly rates and the cost of materials at cost shall be the Contractor's sole method of compensation and as such, shall be sufficient to cover all of the services including, but not limited to, all labor, supplies, repairs, tools, vehicles, transportation, travel to and from work sites, per diem, subcontractor cost, overhead and profit tied to the Contractor's labor hourly rates (exclusive of any overhead and profit tied to the Contractor's materials and supplies, which shall be prohibited as noted in Section B.2.1.a.(ii) above), insurance coverage and provisions as required in **Section [L14]**, as well as all applicable year-over-year service cost increases due to market variables and any increase to labor category, direct hourly rates issued by (all applicable under this Contract) the U.S. Department of Labor Service Contract Act Wage Determination and or the U.S. Department of Labor Davis Bacon Act and or, the D.C. Living Wage Act of 2006 and, all else necessary to perform all work related to providing the District with safe and proper provision of required services as described herein.

6. SCOPE OF SERVICES REQUIRED

The Department is responsible for the maintenance and repair of multiple District owned or operated facilities across the District of Columbia. The Contractor(s) shall provide On-Call Maintenance and/or Repair Services for the following trades: ***HVAC, Electrical, Plumbing, Carpentry, Painting, Concrete and Masonry and other Auxiliary Maintenance Services*** which include but is not limited to: (i) emergency response, (ii) routine services, (iii) preventative maintenance services, (iv) project-driven work and/or (v) concentrated work order reduction efforts with clearly established scope and timeline

parameters. The Contractor(s) shall have the capabilities to respond on twenty-four (24)-hours, seven (7)-days-a-week, three-hundred sixty-five (365) days a year.

7. INSURANCE - SECTION [L.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 \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; Contractual liability and independent Contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this Contract.
2. **Automobile Liability Insurance** - The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this Contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. **Workers' Compensation Insurance** - The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the Contract is performed.

Employer's Liability Insurance - The Contractor shall provide 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.

4. **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. 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.
5. **Sexual/Physical Abuse & Molestation** - 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.

6. **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) \$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
- 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, 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

And mailed to the attention of:

GEORGE G. LEWIS, CPPO C/O Lisa Dunlap

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: lisa.dunlap@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

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

- One (1) original, four (4) copies and one (1) redacted copy for each Aggregate Award Group in **Section [B.3.1.1]**, which you wish to be considered for award 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-0013 On-Call Facility Maintenance and Repair Services"*** in two (2) parts **and clearly indicate the Aggregate Award Group:**

(1) DCAM-20-NC-RFP-00013 Technical Proposal – On-Call Facility Maintenance and Repair Services; and

(2) DCAM-20-NC-RFP-00013 Price Proposal(s) – On-Call Facility 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 must be** 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 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	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

TOTAL POINTS

112 Points Maximum

TOTAL AVAILABLE EVALUATION POINTS	POINTS
Technical Evaluation Pursuant to Section M.3.1	80
Price Evaluation Pursuant to Section M.3.2	20
Preference Points Awarded Pursuant to Section M.3.3	12
TOTAL POSSIBLE MAXIMUM EVALUATION POINTS	112

Total points shall be the cumulative total of the Offeror's technical criteria points, price criterion points and preference points, if any.

10. PRICE SCHEDULE - J.12

For each Aggregate Award Group you wish to be considered for award, a complete package must be submitted for each (i.e. If you submit a proposal for Aggregate Award Group A and D – you are required to submit separate and complete packages – to include both the technical and price proposals for Aggregate Group A and Aggregate D).

11. 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 Monday, January 27, 2020 in order to generate an official answer. Official answers will be issued by Addenda to this RFP and posted on the DGS website at www.dgs.dc.gov.