

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



D.C. DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS

Solicitation Number: DCAM-17-NC-0022

**Preventative Maintenance, Repairs, Rentals, Relocation and Installation
Services for Generators**

This solicitation is being set-aside for Bidders that are certified by the District of Columbia Department of Small and Local Business Development (DSLBD) as a Small Business Enterprise (SBE).

Solicitation Issue Date: **Thursday, March 9, 2017**

Proposal Due Date: **Monday, April 10, 2017 by 11:00 a.m. EST**

Proposal Delivery Location: Department of General Services
Contracts & Procurement Division
Attn: George G. Lewis, CPPO
Frank D. Reeves Center
2000 14th Street, NW | 8th Floor
Washington, DC 20009

Pre-Proposal Conference: **Thursday, March 16, 2017 at 10:30 a.m.**
2000 14th Street, NW,
6th Floor – DPW Main Conference Room

Site Visits: Monday, March 20th thru Thursday March 23th
Between the hours of 10 a.m. and 2 p.m. *by appointment only*

Contact: **Keith R. Giles**
Department of General Services
Frank D. Reeves Center
2000 14th Street, NW | 8th Floor
Washington, D.C. 20009
(202) 671-2445
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Executive Summary

The Department of General Services (“Department” or “DGS”) is issuing this Request for Proposals (“RFP”) to engage multiple Contractors to provide certain preventive maintenance, repairs, rentals, replacement, and installation services described herein with respect to those Generators located at District of Columbia (the “District”) government owned or operated facilities identified on ***Bid Form - Attachment A***.

The intent of this solicitation is to mitigate power loss at the Facilities in a comprehensive, proactive, and orderly manner that results in a high level of power availability for DGS at such Facilities. As such, DGS is seeking multiply, highly qualified Contractors with demonstrated knowledge, skills and capabilities to provide preventive maintenance, repairs, rentals, relocation, and installation services to those Generators, which are located at the Facilities and identified on ***Bid Form - Attachment A***. DGS reserves the right, at any time (including after an award hereunder), to add or remove any facilities to, or from, the list of Facilities awarded to a Contractor(s) hereunder (as well as Generators to be serviced hereunder) by contract modification. The awarded Contractor(s) (each a “Contractor”) shall provide all management, labor, materials, tools, supplies, equipment, repair parts, and transportation necessary to perform Services (as defined below) for a base year and up to four (4) additional option years. Please see Section B.1 below for definitions of capitalized terms.

The awarded Contractors will be required to provide Services to all Generators currently owned by the Department, and new Generators purchased during the term of this contract.

For the purpose of this RFP, DGS has categorized each of the Facilities into four (4) distinct groups (each a “Facilities Group”) is identified as per the blow:

- (i) Facilities that are located in Wards 1 and 2 are identified as “Aggregate Award Group A”
- (ii) Facilities that are located in Wards 3 and 4 are identified as “Aggregate Award Group B”
- (iii) Facilities that are located in Wards 5 and 6 are identified as “Aggregate Award Group C”
- (iv) Facilities that are located in Wards 7 and 8 are identified as “Aggregate Award Group D”

PRE-PROPOSAL SITE INSPECTION

Each bidder is encouraged to visit locations to determine generator type, size and conditions. The act of submitting a proposal is to be considered acknowledgement by the Offeror that they have visited the site, evaluated the condition of the generator and are familiar with the conditions and requirements affecting the work. Failure to do so will not relieve the successful Offeror of his/her obligation to furnish all materials and labor necessary to carry out the provisions of the contract and to complete the work for the consideration set forth in this RFP. No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigation and examination, will be accepted as an excuse for failure or omission on the part of the Offeror to fulfill all requirements set forth herein.

- **Schedule and Requirements for Site Inspections:** Offerors may visit the property locations strictly on the dates and hours listed below. Offerors are required to coordinate site visits with the DGS Representatives provided below no

later than **Friday, March 17, 2017 by 12:00 p.m.** Contractors will be required to provide full names of all visitors, company name, and list of sites you wish to visit. The Offerors shall be required to provide government identification at each facility. Please note that if the Offeror does not inform the DGS Representatives identified below in advance, Offerors may be turned away from conducting a site inspection.

- Group AMonday, March 20, 2017 10 a.m. until 2 p.m.
- Group B Tuesday, March 21, 2017 10 a.m. until 2 p.m.
- Group C Wednesday, March 22, 2017 10 a.m. until 2 p.m.
- Group D Thursday, March 23, 2017 10 a.m. until 2 p.m.

DGS REPRESENTATIVE

Hugo F. Marin

Work Order Verification Specialist
Facilities Operations and Management

hugo.marin2@dc.gov

(202) 727-7269 Desk

The goal of this procurement is to establish multiple contracts for the Services (as defined below) in accordance with 27 DCMR Chapter 47, Section 4715. The contracts will provide the Department the vehicle to procure such Services.

This Request for Proposal is designated only for certified Small Business Enterprise (SBE) Offeror 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 Form of Contract

Offerors should carefully review the Form of Contract to be issued by Addenda prior to submitting their proposal. To the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their proposal with the express understanding that, if they are awarded, they will be required to enter into a contract with DGS that is substantially similar to the Form of Contract. If an Offeror desires any changes to the Form of Contract, the proposed changes must clearly identify and describe in its proposal. Any Offeror that fails to include any proposed changes in its proposal shall be precluded from raising them after submitting its proposal.

A.2 Contractor's Compensation

The contract(s) pursuant to this Request for Proposal ("RFP") will be Indefinite Delivery, Indefinite Quantity ("IDIQ") contracts. The Contractor(s) sole method of compensation will be based on the fixed fully loaded flat rates for routine services and fixed fully loaded hourly rates for on-call services in accordance with the ***Bid Form - Attachment A*** and as described in ***Section B – Scope of Work (SOW)***. The Department will order and the Contractor shall deliver a minimum of \$250.00 and a maximum of \$800,000.00 for routine service. All On-Call Services will be paid on a Cost Reimbursable basis in accordance with the ***Bid Form - Attachment A*** an amount not to exceed \$150,000.00. The total contract Not-to-Exceed value is \$950,000.00 annually.

A.3 Selection Criteria

Proposals will be evaluated in accordance with ***Section D – Evaluation and Award Criteria***. The following evaluation criteria will be used:

- Experience & References (20 points)
- Key Personnel (20 points)
- Project Management Plan (40 Points)
- Price (20 points)
- CBE Preference (12 points)

A.4 Procurement Schedule

The schedule for this procurement is as follows:

- Issue RFP Thursday, March 9, 2017
- Pre-proposal Conference Wednesday, March 16, 2017 at 10:30 a.m.
- Site Inspections.....
 - Group A.....Monday, March 20, 2017 10 a.m. until 2 p.m.
 - Group B.....Tuesday, March 21, 2017 10 a.m. until 2 p.m.
 - Group C.....Wednesday, March 22, 2017 10 a.m. until 2 p.m.
 - Group DThursday, March 23, 2017 10 a.m. until 2 p.m.
- Last Day for Questions/ClarificationsFriday, March 24, 2017
- Submission DeadlineMonday, April 10, 2017 at 11:00 a.m.

A.5 Attachments

Attachment A..... Bid Form /Facility Locations
Attachment BBidder/Offeror Certification Form
Attachment CTax Affidavit
Attachment D SBE Subcontracting Plan Form
Attachment EFirst Source Agreement
Attachment F EEO Policy Statement Agreement
Attachment G.....Contractor's Reference Form
Attachment H.....Standard Contract Provisions
Attachment I2017 Living Wage Act
Attachment J Wage Determination No. 2015-4281 Revision 4, dated 12/30/17
Attachment K.....Form of Contract

SECTION B SCOPE OF WORK

B.1 **DEFINITIONS:**

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

- I. **Applicable Laws:** As defined in Section B.2
- II. **Contracting Officer (CO):** is a business communications liaison between the District government and a private Contractor(s). He or she ensures that their goals are mutually beneficial. The CO is an employee who is responsible for recommending, authorizing, or denying actions and expenditures for both standard delivery orders and task orders, and those that fall outside of the normal business practices of its supporting Contractor(s) and sub-Contractor(s)
- III. **COTR:** The Contracting Officer's Technical Representative
- IV. **Emergency:** A serious situation or occurrence that happens unexpectedly and demands immediate action and/or a condition of urgent need for action or assistance as determined by DGS
- V. **Generators:** As defined in the Executive Summary
- VI. **Facilities:** As defined in Executive Summary
- VII. **Facilities Group:** As defined in Executive Summary
- VIII. **Industry Standards:** Industry-developed quality of standards, if any, which are established requirements for products, practices, or operations
- IX. **On-Call Repairs:** As defined in Section B.3.2.2
- X. **OEM:** Original Equipment Manufacturer
- XI. **PM Services:** As defined in Section B.3.1.1
- XII. **PM Repairs:** As defined in Section B.3.1.2
- XIII. **Preventive Maintenance:** As defined in Section B.3.1
- XIV. **Prolonged Outage:** As defined in Section B.3.3

XV. **Relocation Services:** As defined in Section B.3.4

XVI. **Rental Services:** As defined in Section B.3.3

XVII. **Repair Services:** As defined in Section B.3.2

XVIII. **Services:** As defined in Section B.3

B.2 PROJECT SUMMARY:

The Department is seeking qualified Contractor(s) that specialize in providing generator preventive maintenance, repairs, rentals, and relocation related services, as contemplated below, for various District facilities. In general, the selected Contractor(s) shall be required to provide all supervision, materials, tools, supplies, equipment, transportation and labor necessary to perform the required Services twenty-four (24) hours a day, seven (7) days a week including Holidays and weekends.

The Contractor(s) shall conduct all activities and perform all work consistent with: (i) the applicable specifications and requirements recommended by the OEM; (ii) Industry Standards; and (iii) in compliance with applicable federal and local laws, statutes, codes, ordinances, rules and regulations (whether existing now or subsequently passed, enacted, adopted or amended, at any time, during the term of an award made hereunder collectively, "Applicable Laws").

All Services herein shall be performed by qualified, DCRA Licensed Electrical Contractor, certified technicians, trained to service equipment on which they work. Any work that may be completed by a helper or apprentice will be allowed only under the direct supervision of a qualified and DCRA Licensed Master Electrician.

B.3 SERVICES:

The selected Contractor(s) shall be required to provide Preventive Maintenance Services, Repair Services, Rental Services, and Relocation Services (collectively, the "Services") with respect to the generators within their awarded Facilities Group. Such Services shall be performed in the manner set forth below.

B.3.1 Preventive Maintenance Services: The Contractor(s) shall provide each of the services set forth below (collectively, the "Preventive Maintenance Services"). With respect to the generators within its awarded Facilities Groups, the Contractor(s) shall perform such inspections and comprehensive preventive maintenance services together with any other services recommended by the generators' manufacturer (collectively, the "PM Services").

- i. All maintenance work shall be performed on a scheduled and systematic basis. All maintenance shall be performed in accordance with the scheduled level due (monthly, semi-annual or annual).
- ii. In all cases, all generators shall be maintained to manufacturer's specifications, kept in proper working order and in compliance with all applicable Federal, State and local laws and codes.
- iii. All work will be performed by journeymen mechanics, journeymen electricians, and other trained personnel as required, properly trained and qualified to perform this type of work in strict accordance with these specifications or the manufacturer's recommendations, whichever is more stringent.
- iv. Within fifteen (15) days of award, the Contractor will submit to the COTR, for approval, its proposed schedule for PM Services (monthly, semi-annual or annual) with respect to all of the generators within its awarded Facilities Group.
 - a) The Department reserves the right to add, remove or revise any location or generator at its sole discretion. If additional locations or generators are added to this contract, the Contractor shall submit pricing for maintenance services and DGS will amend the contract accordingly.
- v. All PM Services will be paid based on the fixed fully loaded flat PM Service rates in accordance with *Attachment A - Contractor's Price*.
- vi. If during the preventative/scheduled maintenance services, the Contractor determines the need for repair or replacement of parts, the scope of which extends beyond the assigned preventative maintenance tasks, the Contractor shall promptly notify the DGS COTR and or his/her representative and shall not proceed until approved by DGS and in accordance with **Section B.3.2**.
- vii. The Contractor shall perform all inspections and comprehensive preventative maintenance "PM Services" during the hours of 6:00 a.m. and 8:00 p.m. Monday through Friday, excluding Holidays, unless otherwise approved by the Department. Should the Contractor need to continue scheduled PM services and or repairs during weekends and or a Holiday in order to maintain the required schedule, the Contractor shall obtain the Department's approval from the COTR and or his/her representative.

viii. The Contractor shall maintain service records for all work completed for each generator.

- a) Upon completing its PM Services, the Contractor(s) shall provide a checklist of services performed and a written report to the COTR within twenty-four (24) hours to the Department through its Salesforce.com online work management system, following the completion of such services. The report shall (i) detail all generators and related components inspected, tested and cleaned, (ii) list repairs recommended (the “PM Repairs”), (iii) state the condition of such generators, and (iv) set forth pertinent information about each Emergency generator such as the specific generator type, year, make, model, serial number, KW, and fuel capacity, current condition, system needs, and components’ condition applicable to each Facility.

B.3.2 Repair Services: The Contractor(s) shall perform all PM Repairs and On-Call Repairs to the generators within its awarded Facilities Group, as needed (“Repair Services”). As a result of Preventive Maintenance Services, the Contractor may determine that certain repairs are required to restore generators to satisfactory operability, as per manufacturer’s performance standards.

- i. In such situation, the Contractor will be responsible for assessing the repairs required, and providing an itemized repair quote based on time and material itemization in accordance with the fixed fully loaded hourly labor rates as specified in the *Attachment A - Contractor’s Pricing*.
- ii. Upon written approval by the COTR, the Contractor(s) shall proceed with the PM repairs work. The repair shall be coordinated with the COTR, and upon completion of the repair (and prior to submitting its invoice for payment), the Contractor must have its work inspected by the COTR or the COTR’s designee.
- iii. All PM repairs shall be completed within twenty-four (24) hours of the initial PM Service date unless otherwise approved and or instructed by the COTR.

B.3.3 On-Call Emergency Repair Services: In the event of an Emergency Generator’s failure, the Contractor(s) shall provide the necessary repairs to return the affected Emergency Generator back to normal operation (“On-Call Repairs”).

- i. The Contractor will be responsible for assessing the repairs required, and providing an itemized repair quote based on the fixed fully loaded hourly labor rates in accordance with the *Attachment A - Contractor’s Pricing*.

Compensation will be on a time and material basis, all quotes shall include replacement part cost and any mark-up shall not exceed 10% of Contractors cost.

- ii. Upon written approval by the COTR, the Contractor(s) shall proceed with the On-Call repair work. After completion of the On-Call repairs (and prior to submitting its invoice for payment), the Contractor must have its work inspected by the COTR or the COTR's designee.
- iii. All On-Call Repairs shall be completed within twenty-four (24) hours of the Contractor's initial On-Call assessment (or, in the case of an Emergency, within two (2) hours of such assessment), unless otherwise instructed by the COTR.

B.3.4 Rentals Services: In the event that during a power outage, an Emergency Generator at a Facility fails to perform and the estimated repair time exceeds two (2) hours (a "Prolonged Outage"), if requested by DGS, the Contractor(s) shall be DCRA licensed (a Solicitor or General Business License) to provide DGS with a rental generator (as a temporary replacement) and, install and maintain such generator, all in the manner set forth below (the "Rental Services");

- i. **Rental Installation:** Upon the occurrence of a prolonged outage, with DGS' approval, the Contractor shall, transport, deliver and install a rental generator that is sufficient to provide emergency power to the Facility. In addition, the Contractor shall after installation test such generator to ensure its proper operation. Prior to providing rental services, the Contractor shall submit for the COTR's approval a written quote based on the rental rates provided in *Attachment A - Contractor's Pricing*. The rental service rates shall include (i) purchasing any required fuel for such generator during such rental period, (fuel cost will be compensated on a cost reimbursement basis) and (ii) any other associated expenses of the Contractor, or to be charged to DGS, with respect to the rental services (including the transportation, installation, testing, insurance, servicing, de-installation, and return of generator). All rental services shall be carried out by the Contractor(s) in accordance with OEM, Industry Standards, and Applicable Laws.
- ii. **Rental Maintenance:** After installation, Contractor(s) shall provide and maintain sufficient fuel for the rented generators during the entire period of the Prolonged Outage, or until the affected Emergency Generator becomes operational of whichever occurs first (fuel cost will be compensated on a cost reimbursement basis).
- iii. **Rental De-installation:** Within two (2) hours after the Prolonged Outage has ended or the affected Emergency Generator becomes operational (whichever occurs first), the Contractor(s) shall uninstall the rented

generators and shall be responsible for the transport and return of such generator.

B.3.5 Relocation Services: At the COTR's request, the Contractor shall provide comprehensive relocation and installation services of Generators and related components between various DGS Facilities as set forth below (the "Relocation Services"):

- i. **Relocation Requirement:** From time to time, when an Emergency Generator at a Facility fails to perform, DGS may require an operational Emergency Generator to be relocated from one Facility to another Facility.
- ii. **Relocation Installation/De-installation Services:** When instructed by the COTR, the Contractor(s) shall de-install an Emergency Generator from one Facility, and either (i) transport and deliver it to a designated Facility and then install and test it for proper operation at such designated Facility, or (ii) transport and deliver it to a site designated by DGS for storage. The Contractor shall provide all labor, equipment, materials, and tools to properly de-install, transport, deliver, install and test such Emergency Generator. Prior to performing its Relocation Services, the Contractor shall submit a written quote and price to the COTR for approval. The pricing for the relocation shall include the cost of (i) de-installing the Emergency Generator, (ii) transporting and delivering such generator to another Facility, (iii) installing and testing such generator, and (iv) any other associated costs of the Contractor related to the performance of its Relocation Services hereunder. Upon written approval by the COTR, the Contractor(s) shall provide the Relocation Services. Any such Relocation Services hereunder by the Contractor(s) shall be done in accordance with OEM, Industry Standards, and Applicable Laws.

B.4 TECHNICAL REQUIREMENTS/SPECIFICATIONS:

B.4.1 Regulatory Compliance: In addition to complying with the requirements outlined in the Scope of Work, the Contractor shall at a minimum the Contractor and its employees shall obtain and maintain, at all times, all applicable permits, licenses, authorizations and/or certificates needed to perform the Services as required by Applicable Laws. A copy of these documents must be provided to the COTR upon request.

- i. Supply a sufficient number of vehicles/trucks, equipment, tools, labor and supplies needed to perform all of the Services required of it in an expedient manner including, without limitation maintaining (or having access to) an ample supply of replacement parts for normal preventive

maintenance, repairs, and replacement of Equipment and related components.

- ii. The Contractor shall provide all Services in a manner consistent with Industry Standards, if any, and in accordance with all applicable Federal, State and Local laws.

B.4.2 Parts and Materials: The Contractor shall furnish any needed repair parts for use in the repair and maintenance of generators and related components. Unless otherwise authorized by the COTR, all repair parts shall be equal quality to or exceed and conform, to the original equipment installed. However, if any such emergency generator is under warranty, the Contractor shall utilize OEM replacement parts. If the Contractor is unable to obtain such parts, it shall obtain DGS's approval before utilizing a non-OEM part. Notwithstanding the above, to the extent applicable, all parts or components purchased by Contractor shall meet Energy Star specifications for energy efficiency. The Contractor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products. The purpose of this requirement of Energy Star qualified equipment is to reduce both the Facilities' overall electrical consumption and the greenhouse gas emissions related to power generation and usage.

B.4.3 Response Times: The Contractor(s) shall (i) respond to all On-Call Emergency Repair Requests by telephone within a one (1) hour period, (ii) arrive at the site of any emergency within two (2) hours from the initial request, and (iii) provide repair quote(s), in the event of a non-Emergency, within twenty-four (24) hours from arriving on-site. In the event of an Emergency, the Contractor shall provide the repair quote(s) within two (2) hours from arriving on the site.

- i. On-Call Emergency Repair Services shall be provided twenty-four hours (24) a day, 7 days a week including all weekends and Holidays. Notwithstanding any the foregoing, (i) DGS requires that any facility shall not be without power for a period of not more than four (4) hours, and (ii) if the Contractor(s) fails to meet the response times more than two (2) times during any 30-day period, the Department reserves the right to terminate the contract for default.
- ii. Point of Contact: Once the Department determines that repair work is needed the Department will contact the Contractor. The Contractor shall provide the Department with a Point-of-Contact, available twenty-four (24) hours per day, and seven (7) days per week including all weekends and holidays.

B.4.4 Warranty: All items installed/provided under any work and or Task Order resulting from this RFP must include a minimum of a two (2) year warranty including labor, materials, and installation except as specified otherwise herein. This period will begin on the date of "FINAL" acceptance by DGS.

- i. In connection with the Contractor's repair of then existing Generators, the Contractor shall guarantee all of its repair work as described herein. If the

Contractor has been informed that its repair work has failed to correct the initial problem, the Contractor shall repair such faulty equipment, or related parts, at no additional cost to DGS. In this case, the Contractor's subsequent repairs shall be guaranteed for the additional period going forward.

- a) The services provided under the contract shall conform to all information contained within the IFB documents as well as applicable Industry Published Technical Specifications, and if one of the above mentioned Specifications contains more stringent requirements than the other, the more stringent requirements shall apply.
- ii. In connection with the installation of new Generators and parts, the Contractor shall provide DGS with all manufacturers' warranties.
 - a) In addition to all other warranties, the warranty shall include the warranty for merchantability and the warranty of fitness for a particular purpose.
 - b) Contractor shall assign any warranties and guarantees to DGS and provide the Contractor's Warranty for Labor and Installation to DGS along with all Manufacturers' Warranty documents.

B.4.5 Form of Quote: Any quotes required of the Contractor (including for Repair Service, Rental Services, and Relocation Services) shall be prepared by the Contractor, utilizing the its fixed fully loaded labor rates in a format consistent with *Attachment A – Contractor's Pricing*. Preparation of quote(s) shall be at no charge to the District. The Contractor must submit a quote, and have it approved by the COTR, prior to commencing any work hereunder.

- i. **Right to Solicit Other Quotes:** If at any time the Department receives from the Contractor a quote (or proposal) that it deems, in its sole discretion, unreasonable or otherwise unsatisfactory (whether due to pricing, quality, timing or any other reason), the Department reserves the right to refuse having the Contractor to service any/all Generators and related components at any time. In addition, the Department also reserves the right to (i) solicit quotes (or proposals) from any other third parties, and (ii) engage such third parties to perform Services, on its behalf, without any penalty to Contractor.
- ii. **Pricing/Mark-Ups:** The price charged for the materials shall be based on actual cost, less all applicable discounts to the Department, and in no event, shall the price exceed the Contractor's sale price to its most-favored customer for the same item in like quantity, or the current market price, whichever is lower. If it is determined that replacement parts are needed,

the cost of these parts shall be added to the invoice at cost with no greater than a ten (10%) percent mark-up on the cost of parts and materials. The invoice shall include unit pricing and an itemized list of all replacement parts used. When repairs are needed, the inspection shall be of no cost to DGS.

B.4.6 Clean-Up: All work areas shall be left in broom swept condition after completing work. The Contractor shall ensure that no refuse, rubbish, empty cans, scrap materials, rags, and other discarded materials and debris shall be left at the work area or buried or burned on the job site. Such items shall be removed from the site by the Contractor and properly disposed of in a licensed landfill (or such other location permissible by Applicable Laws). Upon completion of the work but before final acceptance, the Contractor shall remove all surplus material, false work or temporary structures including foundations. The Contractor shall be responsible for all costs associated with the immediate removal of all packing materials and cartons and legal disposal of such material.

- i. The Contractor shall take every precaution to maintain adequate protection of all their work from damage, and shall protect both the public and the Department's property from any harm or damage arising in any way from the performance of Services by the Contractor.
- ii. Work sites shall be appropriately designated by any necessary signage/barriers including signs, caution tape, etc. as required to protect areas.
- iii. The Contractor shall ensure that all work areas shall be maintained in a neat, orderly and workman-like appearance at all times.
- iv. The Contractor shall dispose of daily all hazardous waste in accordance with all Applicable Laws. At no time, shall the use of dumpsters or trash receptacles be allowed at any location. There shall be no dumping of materials in or around District of Columbia buildings or facilities.
- v. The Contractor shall take all the necessary precautions to prevent fire hazards and spontaneous combustions.

B.4.7 Worksite Safety: The Contractor shall ensure all personnel safety, including Sub Contractors and equipment, comply with the requirements and standards of the Occupational Safety and Health Act, as amended from time to time (OSHA). Appropriate personal protective equipment shall be provided to and used by all employees while performing work. The Contractor shall take every precaution at all times for the protection of persons and their property that may come on the work site or be affected by the Contractor's operation and give immediate notice to the COTR, or the Department's designee, of any condition deemed hazardous to any persons.

- vi. The Contractor shall provide all safeguards and suitable barricades to protect public and adjacent property.
- vii. The Contractor shall repair or remove unsafe items and clean unsanitary areas.
- viii. The Contractor shall remove abandoned items and any items serving no useful purpose, such as abandoned parts, wiring and electrical devices.
- ix. The Contractor shall remove unsuitable or extraneous materials such as abandoned equipment, and debris.
- x. The Contractor shall clean surfaces and remove surface finishes as needed to install new work and finishes.
- xi. The Contractor shall design and provide all necessary temporary terminations and redirects of utility services (electrical power) to the facility to the satisfaction of the COTR.
- xii. The Contractor's employees shall be subject to background checks. If there is suspicion of drug use (erratic or suspicious behavior) by an employee, the Department reserves the right to request, at any time, that such individual be removed from project.
- xiii. The Contractor shall not disturb portions of the Facilities outside of those areas in which the Services are required.
- xiv. The Contractor shall keep driveways, loading areas, and entrances serving premises clear and available to District employees, the public, and emergency vehicles at all times. The Contractor shall not use these areas for parking or storage of materials, and schedule deliveries to minimize use of driveways and entrances.
- xv. The Contractor shall schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- xvi. The Department may appoint other entities or representatives to manage, on its behalf, the day-to-day activities for the execution work.

B.4.8 Delivery: Delivery services shall be provided at the flat-rate fee as per the *Attachment A – Contractor's Pricing*. All delivery schedules shall be coordinated with the COTR.

B.4.9 Reporting: Within five (5) business days after completion of work, the Contractor shall provide the COTR with a full report ("Report") of any Emergency Generator serviced. The Contractor shall submit all Reports, with updates, to the Department through its "SalesForce" online work management system with respect to the performance of its services. These reports will also

include summaries, notes, pictures, and any other information requested by the Department, as well as record the following information:

- i. The date and time of initial contact,
- ii. The date and time of the arrival and departure of mechanic,
- iii. The full name of mechanic and credentials,
- iv. The full explanation of the problem, and
- v. The steps taken to resolve and/or repair the problem.

B.9 QUALIFICATIONS:

Each bidder shall submit evidence with its proposal satisfactory to DGS that such bidder can fulfill the requirements of the contract. Such evidence must include the following, but need not be limited to:

- I. Proof that a bidder is authorized and certified to repair nationally recognized name brand manufacturers of the types of Equipment within Equipment Group that an Offeror is submitting a bid on, or such bidder has the ability, if required by DGS, to utilize a subcontractor with such authorizations and certifications to perform repairs.
- II. Proof that a bidder is duly licensed with the D.C. Department of Consumer and Regulatory Affairs as a "Master Electrician."
- III. DGS may make such investigations as it deems necessary to determine the qualifications of any bidder and its ability to perform the Services, and all bidders shall promptly furnish to DGS all such evidence and information for this purpose as DGS may request. In addition, DGS reserves the right to reject any bid if the evidence submitted by, or the investigation of, the bidder fails to satisfy DGS that such bidder is properly qualified, competent and capable, in all respects, to perform the Services in accordance therewith. No award shall be made to any bidder whose submitted background information, when investigated and verified by DGS, raises significant questions as to its ability to successfully complete the Services.

B.10 KEY PERSONNEL:

The Contractor shall provide skilled electrical certified/licensed journeyman and apprentice to complete all projects including but not limited to, electrical services, renovations, additions, demolition, fire damage, portable classroom additions, and/or modifications at any District of Columbia Government facilities and or work site where applicable.

The D.C. Official Code § 47-2853.91: Scope of practice for Electricians

For the purposes of this Contract, the term "electrician" means any person who designs, installs, maintains, alters, converts, changes, repairs, removes, or inspects electrical wiring, equipment, conductors, or systems in buildings or structures or on public and private space for the transmission, distribution, or use of electrical energy for power, heat, light, radio, television, signaling, communications, or any other purpose, except elevators, platform lifts, stairway chair lifts, manlifts, conveyors, escalators, dumbwaiters, material lifts, automated people movers, and other related conveyances.

B.10.1 Submittals: The Contractor shall present the following submittals in relation to its proposed key personnel with its bid and for all new employees brought on during the term of the contract or at the request of the Contracting Officer and or COTR.

- i. List of all Key Personnel whom the Contractor designates to respond to on-site service and/or repair service.
- ii. Resume's for each proposed designee
- iii. A valid Electrician's License for each applicable designee, OR Proof of Apprentice
- iv. A copy of the General Contractor's License
- v. A copy of the Basic Business License

SECTION C

ECONOMIC INCLUSION

C.1 PREFERENCE FOR SMALL, LOCAL, AND DISADVANTAGED BUSINESS ENTERPRISES

General: Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Offerors that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, being a local business enterprise with its principal office located in an enterprise zone, being a veteran-owned business enterprise, or being a local manufacturing business enterprise. (A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.) In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror's proposal:

- I. Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- II. Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- III. Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business.
- IV. Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- V. Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- VI. Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.
- VII. Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.
- VIII. Two (2) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise.

Offerors may qualify for more than one of these categories, so that the maximum number of points available under this section is 12 points.

Information: For information regarding the application process, contact the Department of Small and Local Business Development at the following address or telephone number:

Department of Small and Local Business Development (DSLBD)
One Judiciary Square Building
441 4th Street, NW, 9th Floor
Washington, DC 20001
Phone: (202) 727-3900
Facsimile: (202) 724-3786

C.2 SLDDBE PARTICIPATION

An Offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. ***Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law.*** For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted with a firm certified by Department of Small and Local Business Development as (i) a local business enterprise; (ii) a small business enterprise; (iii) a disadvantaged business enterprise; (iv) a resident owned business; (v) a longtime business owner; (vi) a local business enterprise with its principal office located in an enterprise zone; (vii) a veteran owned business enterprise; or (viii) local manufacturing business enterprise.

C.2.1 Subcontracting Plan

Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Contractor is required to subcontract, but fails to submit a subcontracting plan ***Attachment D*** with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO.

C.2.2 CBE as Prime Contractor

A prime Contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of ***Section C.2 and Section C.2.1.***

C.3 RESIDENCY HIRING REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS

At least fifty-one percent (51%) of the Offeror's Team and every 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 ***Attachment E.***

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.

The Offeror shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Offeror and all member firms, subcontractors, tier subcontractors, sub-consultants, and suppliers with contracts in the amount of \$100,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services ("DOES") upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by

the 10th of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade Contractors and subcontractors with contracts in the amount of \$500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

C.4 APPRENTICESHIP ACT

The D.C. Apprenticeship Act of D.C. Law 2-156, (“Act”) as amended shall apply to this project. All subcontractors selected to perform work on the project on a craft-by-craft basis shall be required to comply with this Act. All terms and conditions of the D.C. Apprenticeship Council Rules and Regulations shall be implemented. Please note that 35% of all apprenticeship hours worked must be performed by District residents. The Contractor shall be liable for any subcontractor non-compliance.

SECTION D EVALUATION AND AWARD CRITERIA

D.1 EVALUATION PROCESS

The Department shall evaluate submissions and any best and final offers in accordance with the provisions of this **Section D** and the Department's Procurement Regulations.

D.2 EVALUATION COMMITTEE

Each submission shall be evaluated in accordance with this **Section D** by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the Offeror(s) whose submissions are determined by the source selection official to be the most advantageous to the Department.

D.3 CERTIFIED BUSINESS ENTERPRISES (CBES)

Any Offeror receiving a contract under this solicitation shall be CBE certified by DSLBD at the time of proposal submission and shall remain CBE certified throughout the term of the contract.

D.4 ORAL PRESENTATION

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

D.4.1 Length of Oral Presentation

Each Offeror will be given up to 30 minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately 15 minutes for the Evaluation Committee to assess the presentation and prepare questions. The Offeror will then respond to questions from the Department's Evaluation Committee for no more than 30 minutes.

D.4.2 Schedule

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

D.4.3 Offeror Attendees

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this project. Each Offeror will be limited to 3 persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of the key areas of responsibility that are deemed essential to the successful completion of the project.

D.4.4 Topics

The Offeror may present information about its capabilities and special qualifications to serve as a Contractor for this Project, including the qualifications of key personnel.

D.5 PROPOSAL EVALUATION

Each proposal will be scored on a scale of one (1) to one-hundred (100) points. In addition, Offerors will be eligible to receive up to twelve (12) preference points as described in **Section C.1** of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is one-hundred and twelve (112).

D.5.1 Experience & References (20 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 (i) Describe and explain your organization's role in engineering, maintenance and repair of emergency generators. State what services the Offeror has directly provided; (ii) their demonstrated experience with providing, over the last five (5) years, services which are similar in nature to those services contemplated by this RFP (including services such as Preventive Maintenance Services, Repair Services, Rental Services, and Relocation Services) on generators which are comparable to the Generators within the Facility Group on which it is submitting a bid. (iii) Additionally, the Contractor is authorized and certified to repair nationally recognized name brand generators similar in type to the Generators (including generators manufactured by Generac, Kohler, and Caterpillar). (iv) The Offeror shall submit a list of at least three (3) client references for which the Offeror has provided similar commercial emergency generator services. The Contractor shall provide references using Attachment G, Reference Form. This element of the evaluation will be worth up to twenty (20) points. (v) The Offeror shall provide with its proposal its active Dun and Bradstreet number as part proof of credit capacity.

D.5.2 Key Personnel (20 points)

The Department desires that senior personnel be assigned to this project will have experience in completing 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 Offeror shall identify the key personnel that will be used to perform the work under the proposed RFP and;
 - a) **Provide resumes for each person:** The key personnel identified will be evaluated on their specific experience and past performance on projects of similar size, type and complexity to the scope of work in this RFP.
 - 1. account executive for this contract; and
 - 2. the individual who will be responsible for dispatching personnel and equipment.
 - a. Provide all proof of certification, education and training of all key staff.
 - b. The hours that each will devote to the contract shall be provided in total and broken down by task.
 - b) **Organizational Chart:** submit an organizational chart that describes the staffing plan and includes the key personnel on the organization chart along with other proposed staff and subcontractors, as applicable.

This element of the evaluation will be worth up to twenty (20) points.

D.5.3 Project Management Plan (40 Points)

Offerors' Management Plans will be evaluated based on the following criteria:

Offerors are required to submit a Management Plan. The Management Plan should clearly explain the Contractor's approach and methodology for managing staffing and providing the required services. It should demonstrate a knowledge of the requirements of Section B and impediments that must be overcome and ensure that sufficient staff expertise will be provided. At a minimum, the plan should: (i) identify the key personnel and their specific roles in providing the services; (ii) describe the key challenges inherent in this contract and explain how they will be overcome or mitigated; and (iii) address all aspects of ensuring and sustaining a quality control plan and communications plan per the requirements of the contract. The Management Plan shall also address the Offeror's commitment to safety and procedures to be utilized to ensure the safety of District employees, visitors, and the Contractor's staff.

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

D.5.4 Price (20 points)

Offerors will be required to quote fixed unit prices for service and fixed labor rates for repairs in accordance with the rates provided in the ***Bid Form - Attachment A***. This element of the evaluation is worth up to twenty (20) points.

SECTION E PROPOSAL ORGANIZATION AND SUBMISSION

This section outlines specific information necessary for the proper organization and manner in which Offerors' Proposals should be proffered. References are made to other sections in this RFP for further explanation.

E.1 SUBMISSION IDENTIFICATION

Submissions shall be proffered with one (1) original and three (3) copies for each Technical and one (1) original and one (1) copy of the Price proposal. The Offeror's Technical and Price Proposal submission shall be placed in separate three-ring (3) binders, sealed in separate envelopes and conspicuously marked as follows:

DCAM-17-NC-0022 **Technical Proposal** - Preventative Maintenance, Repairs, Rentals, Relocation and Installation Services for Generators

DCAM-17-NC-0022 **Pricing Proposal** - Preventative Maintenance, Repairs, Rentals, Relocation and Installation Services for Generators

Offerors shall submit one (1) USB Flash Drive to include the ***Bid Form - Attachment A*** in MS Excel format only, and the Technical proposal.

NOTE: The hard copy pricing proposal and the electronic copy of the price proposal submitted on the USB Flash Drive must be one in the same without exception. DGS will not accept any price proposal differences between the hard copy and USB Flash Drive documents. Material deviations of ***Bid Form - Attachment A*** in the opinion of the Department, from the Bid Form provide by the Department, as ***Attachment A*** shall be sufficient to render the proposal non-responsive and subject to exclusion from further evaluation in consideration of award.

E.2 DELIVERY OR MAILING OF SUBMISSIONS

Submissions should be delivered or mailed to:

Department of General Services
Attn: George G. Lewis, CPPO
Frank D. Reeves Center
2000 14th Street, NW
Contracts & Procurement Division | 8th Floor
Washington, DC 20009

E.3 DATE AND TIME FOR RECEIVING SUBMISSIONS

Submissions shall be received no later than 11:00 a.m. EST, on April 10, 2017. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

E.4 SUBMISSION SIZE, ORGANIZATION AND OFFEROR QUALIFICATIONS

All submissions shall be submitted on 8-1/2" x 11" bond paper and typewritten. Telephonic, telegraphic, and facsimile submissions shall not be accepted. The Department is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. Offerors shall present separate three-ring binders for each Technical and Price proposal components. Each binder submission shall be organized and tabulated as follows:

E.4.1 Price Proposal Binder(s):

E.4.1.1 Bid Form

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

E.4.1.2 Bidder/Offeror Certification Form

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

E.4.1.3 Tax Affidavit

Each Offeror shall submit a Tax Affidavit form *Attachment C* completed in typed format only, dated and signed.

E.4.1.4 SBE Subcontracting Plan

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

E.4.1.5 First Source Employment Agreement

Each Offeror shall submit a First Source Form substantially in the form of *Attachment E*.

E.4.1.3 LSDBE Certification Letter

Each Offeror shall present verification of current LSDBE Certification.

E.4.1.4 EEO Policy Statement Agreement

Each Offeror shall submit an EEO Policy Statement Agreement Forms substantially in the form of *Attachment F*.

E.4.2 Technical Proposal Binder(s):

E.4.2.1 Executive Summary

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

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

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

- a) Name(s), address(es), and role(s) of each firm (including all sub-consultants)
- b) Firm profile(s), including:
 - i. Age
 - ii. Firm history(ies)
 - iii. Firm size(s)
 - iv. Areas of specialty/concentration
 - v. Current firm workload(s) projected over the next year
 - vi. Provide a list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.

E.4.2.3 Experience and References (20 points)

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

- a) Describe and explain your organization's role in engineering, maintenance and repair of emergency generators. State what services the Offeror has directly provided (ii) their demonstrated experience with providing, over the last three (3) years, services which are similar in nature to those services contemplated by this RFP (including services such as Preventive Maintenance Services, Repair Services, Rental Services, and Relocation Services) on generators which are comparable to the Generators within the Facility Group on which it is submitting a bid. (iii) Additionally, the Contractor is authorized and certified to repair nationally

recognized name brand generators similar in type to the Generators (including generators manufactured by Generac, Kohler, and Caterpillar). (iv) The Offeror shall submit a list of at least three (3) client references for which the Offeror has provided similar commercial emergency generator services.

1. In addition, the Offeror shall present with its proposal a minimum, three (3) references using ***Attachment G – Reference Form*** for services the Offeror has provided of similar scope and scale over the last five (5) years.

E.4.2.4 Key Personnel (20 points)

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

- a) The Offeror shall identify the key personnel that will be used to perform the work under the proposed RFP and;
 1. Provide resumes for each person - The key personnel identified will be evaluated on their specific experience and past performance on projects of similar size, type and complexity to the scope of work in this RFP.
 - a. account executive for this contract; and
 - b. the individual who will be responsible for dispatching personnel and equipment.
 2. Provide all proof of certification, education and training of all key staff.
 3. The hours that each will devote to the contract shall be provided in total and broken down by task.
- b) Organizational Chart: submit an organizational chart that describes the staffing plan and includes the key personnel on the organization chart along with other proposed staff and subcontractors, as applicable.

E.4.2.5 Project Management Plan (40 points)

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

The Management Plan should clearly explain the Contractor's approach and methodology for managing staffing and providing the required services. It should demonstrate a knowledge of the requirements of Section B and impediments that must be overcome and ensure that sufficient staff expertise will be provided. At a minimum, the plan should: (i) identify the key personnel and their specific roles in providing the services; (ii) describe the key challenges inherent in this contract and explain how they will be overcome or mitigated; and (iii) address all aspects of ensuring and sustaining a quality control plan and communications plan per the requirements of the contract. The Management Plan shall also address the Offeror's commitment to safety and procedures to be utilized to ensure the safety of District employees, visitors, and the Contractor's staff.

SECTION F BIDDING PROCEDURES & PROTESTS

F.1 CONTACT PERSON

For information regarding this RFP please contact:

Keith R. Giles
Contract Specialist
Department of General Services
Frank D. Reeves Center
2000 14th Street, NW | 8th Floor
Washington, DC 20009
Phone: (202) 671-2445
keith.giles@dc.gov

All written questions or inquiries should be sent to Keith R. Giles at the email address provided above.

F.2 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 10:30 a.m. EST, on March 16, 2017 at the Reeves Center's 6th Floor – DPW Main Conference Room. Interested Offerors are encouraged to attend.

F.3 EXPLANATIONS TO PROSPECTIVE OFFERORS

Each Offeror should carefully examine this Request for Proposals and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Department that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding.

IMPORTANT NOTICE: Contracts & Procurement will notify Offerors of any changes, additions and or deletions to the specifications and or responses to questions by addenda posted on the Department of General Services, Contracts & Procurement website. It is the potential Offeror's responsibility to frequently visit the Procurement's website at <http://dgs.dc.gov/page/dgs-solicitations> to obtain addenda(s) once they have received a copy or downloaded a copy of the solicitation.

Questions should be directed to Keith R. Giles at the email address listed in ***Section F.1 no later than, Friday, March 24, 2017.*** The person making the request shall be responsible for prompt delivery.

F.4 PROTESTS

Any Proposer, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation, which are apparent at the time set for receipt of initial proposals, shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350 N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer listed in this document.

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

F.5 CONTRACT AWARD

This procurement is being conducted in accordance with the provisions of Section 4712 of the Department's Procurement Regulations (27 DCMR § 4716). Responses, to the request for proposal, ("RFP") shall be in the form of competitive sealed proposals and the contract shall be awarded based on the proposal that is the most advantageous to the Department, or in the event of more than one award, the proposals that are the most advantageous to the Department. The RFP sets forth the evaluation factors and indicates the relative importance of each factor. The RFP contains a statement of work or other description of the Department's specific needs, which shall be used as a basis for the evaluation of the proposal. price will be evaluated; however, while price or total cost to the Department may be an important or even deciding factor in most source selections, the Department may select the source whose proposal is more advantageous in terms of technical merit and other factors in accordance with Title 27 DCMR § 1613.5. As such, the contract contemplated hereunder will be awarded to the Offeror whose competitive sealed proposal is determined by the source selection official to be the most advantageous to the Department considering technical merit and other factors.

F.6 RETENTION OF SUBMISSIONS

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

F.7 EXAMINATION OF SUBMISSIONS

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

F.8 LATE SUBMISSIONS: MODIFICATIONS

- I. Any submission or best and final offer received at the office designated in this RFP after the exact time specified for receipt shall not be considered.
- II. Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in F.7.A stated above.
- III. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the submission wrapper or other documentary evidence of receipt maintained by the installation.
- IV. Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- V. Submissions shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of submissions.

F.9 NO COMPENSATION FOR PREPARATION OF SUBMISSIONS

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

F.10 REJECTION OF SUBMISSIONS

The Department reserves the right, in its sole discretion:

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

F.11 LIMITATION OF AUTHORITY

Only a person with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

F.12 NON-RESPONSIVE PROPOSAL

A. Pricing. In general, the Department will consider a proposal non-responsive if Offeror's price is greater than 150% of the median price submitted by other Offerors. The Department reserves the right to deem a proposal non-responsive if Offeror's price is greater than 150% of the independent government estimate. In addition, as stated in *Sections E.1 and E.4.1.1* material deviations of *Bid Form - Attachment A* in the opinion of the Department, from the bid form provided by the Department as *Attachment A* shall be sufficient to render the proposal non-responsive and subject to exclusion from further evaluation in consideration of award.

B. Certification. The Department may consider a proposal non-responsive if the Offeror fails to properly complete or provides inaccurate information on the Offeror Certification Form.

C. Exceptions. The Department may consider a proposal non-responsive if the Offeror identifies any changes or exceptions to the Standard Contract Provisions, Form of Contract, and Letter Contract.

D. Core Competency. The Department may consider a proposal non-responsive if the Offeror, whether by inclusion or omission, fails, in the Department's sole judgment, to demonstrate an understanding and competence in every aspect of the project.

SECTION G INSURANCE REQUIREMENTS

G.1 REQUIRED INSURANCE

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

G.1.1 Commercial general public liability insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than Two Million Dollars (\$2,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Two Million Dollars (\$2,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage and must be maintained for a period of at least three (3) years after substantial completion occurs.

G.1.2 Workers’ compensation and Employers Liability coverage providing statutory benefits for all persons employed by the Contractor, or its Contractors and subcontractors at or in connection with the Work.

G.1.3 Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

G.2 ADDITIONAL INSURED

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.