



**D.C. DEPARTMENT OF GENERAL SERVICES**

**REQUEST FOR PROPOSALS**

**Hazardous Materials Abatement Services**

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

**March 18, 2015**

**Proposal Due Date:** **April 8, 2015 by 2 p.m. EST**

**Proposal Delivery Location:** *Department of General Services  
Attn: JW Lanum  
Associate Director/Contracting Officer  
Frank D. Reeves Center  
2000 14<sup>th</sup> Street, NW  
Contracts & Procurement Division, 8<sup>th</sup> Floor  
Washington, DC 20009*

**Pre-proposal Conference:** **March 23, 2015 at 2:30 p.m. EST**  
*Department of General Services  
Frank D. Reeves Center  
2<sup>nd</sup> Floor Community Room  
2000 14<sup>th</sup> Street, NW  
Washington, DC 20009*

**Contact:** **Jacqueline Harrison, Contract Specialist**  
**DC Department of General Services**  
**Frank D. Reeves Center**  
**2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor**  
**Washington, D.C. 20009**  
**Phone: (202) 698-7760**  
**jacqueline.harrison4@dc.gov**

**Solicitation Number:** **DCAM-15-NC-0111**

## Executive Summary

The Department of General Services (“Department” or “DGS”) is issuing this Request for Proposals (“RFP”) to engage one or more Contractors to provide all personnel, materials and equipment necessary to remove, encapsulate or abate hazardous materials located at multiple District facilities. Work may also require restoring abated areas to their original condition. The contract shall be for a base year with four option years.

This RFP is designated only for Certified Small Business Enterprise (CSBE) Offerors under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 *et seq.*, as amended.

A CSBE must be certified as small in the procurement categories of **NIGP Code 910-38-00 for Insulation and Asbestos Installation, Maintenance, Repair and Removal Services including Inspection and Monitoring and NIGP Code 910-47-00 for Lead Abatement Services** at the time of proposal submission in order to be eligible to submit a proposal in response to this solicitation. The Contractor must maintain the aforementioned certification throughout the term of any resulting contract. The Offeror shall submit with its proposal its CBE certification letter issued by DSLBD.

### **A.1 Form of Contract**

The Form of Contract will be issued by Addendum. Offerors should carefully review the Form of Contract when submitting their proposal. To the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their proposal premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of Contract must be clearly identified and described in their proposal. A proposal that fails to specifically identify and describe the requested changes shall be deemed non-responsive.

### **A.2 Contractor’s Compensation**

Awarded contracts will be Indefinite Delivery, Indefinite Quantity (IDIQ) contracts with a minimum value of \$500.00 and a maximum aggregate value of \$975,000.00. Contractors will be entitled to receive the minimum of \$500.00 per year regardless of whether any work is assigned to the Contractor.

Offerors are required to offer fixed hourly rates on **Attachment A**. These fixed hourly rates shall apply to all work orders issued to the Contractor for the duration of the contract. However, services may be provided on a fixed priced basis or other such terms of compensation that may be included in the Contractor’s Notice to Proceed issued by the Department of General Services Environmental Health and Safety Facilities Division.

### **A.3 Selection Criteria**

Proposals will be evaluated in accordance with **Part D** of this RFP. The following evaluation criteria will be used:

- Experience & References (30 points)
- Key Personnel (25 points)
- Project Management Plan (15 Points)
- Cost (30 points)

### **A.4 Procurement Schedule**

The schedule for this procurement is as follows:

- Issue RFP - March 18, 2015
- Pre-proposal Conference - March 23, 2015 at 2:30 pm
- Last Day for Questions/Clarifications - March 26, 2015 by 5:00 pm
- Proposals Due - April 8, 2015 at 2:00 pm

### **A.5 Attachments**

- Attachment A - Offeror Letter and Price Form
- Attachment B - Disclosure Statement
- Attachment C - Tax Affidavit
- Attachment D - Service Contract Act Rates
- Attachment E - SBE Subcontracting Plan
- Attachment F - Living Wage Act Fact Sheet and Living Wage Act of 2006
- Attachment G - First Source Agreement
- Attachment H - Standard Contract Provisions

## **SECTION B            Scope of Work**

### **B.1    Scope of Work**

In general, the selected Contractor(s) shall provide all personnel, materials and equipment necessary to remove, encapsulate or abate hazardous materials located at multiple District facilities. Work issued under the contract will involve sites containing or believed to contain hazardous waste materials such as asbestos, lead, and chemical and any other hazards regulated under the Toxic Substances Control Act or as identified by DGS Environmental Health and Safety, Facilities Division.

#### **B.1.1 General Requirements.**

1. The Contractor's work shall encompass the abatement of Asbestos Containing Materials (ACM), Lead Based Paint (LBP), and other hazards or chemicals within the areas identified by DGS Environmental Health and Safety Division.
2. Contractor shall provide all labor, material, equipment, equipment rentals and incidental items required to perform the work, including but not limited to the following:
  - a. Compliance and certification
  - b. Work area preparation and site isolation
  - c. Protective clothing and equipment for asbestos abatement:
  - d. Equipment and engineering controls
  - e. Decontamination enclosure system facilitation
  - f. Abatement Procedures
  - g. Clean-up of Work Area
  - h. Lock down encapsulation
  - i. Final clean-up of work area
  - j. Storage and disposal of asbestos containing waste/debris

#### **B. 1.2 Applicable Standards**

1. All work shall be conducted in accordance with the applicable provision(s) listed below:
  - a. The Contractor shall perform all environmental abatement work in strict accordance with the Safety Standards of the District of Columbia and the U.S. Occupational Safety and Health Act of 1970, Occupational Safety and Health Administration (OSHA) Asbestos Regulations, Title 29, Part 1926, section 58 of the Code of

Federal Regulations and the D.C. Occupational Safety and Health Act of 1988, D.C. Official Code § 32-1101 et seq. and 1-620.01 et seq.

- b. It is the Contractor's responsibility to meet the minimum code standard and comply with the requirements of the District Department of the Environment (DDOE) and Environmental Protection Agency (EPA) Regulations for Asbestos; Title 40, Part 61, Sub-parts A and M or the Code of Federal Regulations; and the applicable provisions of the Environmental Protection Agency Asbestos Hazard Emergency Response Act (AHERA).
- c. Department of Labor Standard Safety and Health Regulations for Construction, as stated in the Federal Register, VOL 36, number 75, Part II as issued in Washington D.C. and all other federal, state, and local laws, regulations, codes, and standards, as applicable, and as may be revised or added during the term of this contract.
- d. All abatement procedures shall be performed in compliance with current Federal, State, and City environmental and building codes. The specifications and procedures contained in this contract shall be applicable to asbestos abatement work, including securing all required permits, certificates and licenses. When a conflict in regulations exists, the most stringent shall apply, or as otherwise directed by DGS Health and Safety, Facilities Division personnel.

### **B.1.3 Regulation Postings**

- 1. Current editions of each applicable regulation shall be posted by the Contractor in a most visible place at the job site. Contractor shall assure that the regulations are not altered, defaced, or covered by other materials. One copy of each current regulation shall also be kept at the General Contractor's office.
- 2. Contractor shall post telephone numbers for local emergency services at the job site.

### **B.1.4 Third Party Air Monitoring**

- 1. Third party air monitoring duties will be provided by an Industrial Hygiene firm contracted by DGS Environmental Health and Safety Division
- 2. Air monitoring shall be conducted as per the Applicable Standards section of this Scope by the Third Party Air Monitor.
- 3. The Third Party Air Monitor will ensure that the Asbestos Contractor has notified,

the applicable federal, state, and municipal agencies of its intent to perform either an asbestos project or an abatement to be performed under the designation of other than asbestos project.

**4. Asbestos Action Level:**

- a. The 8-hour Time Weighted Average (TWA), must not exceed 0.01 fibers, longer than 5 micrometers, per cubic centimeter of air (f/cc), as determined by phase contrast microscopy. This level is determined by air monitoring conducted by the Third Party Air Monitor.
- b. The Third Party Air Monitor shall assess whether work should proceed whenever the level outside the work area exceeds 0.01 f/cc. The Third Party Air Monitor and the Abatement Contractor shall take steps to locate the source of contamination and the Abatement Contractor shall abate it.
- c. The Contractor shall clean up surfaces outside of the work area using HEPA (High Efficiency Particulate Air) vacuums and wet cleaning techniques prior to resuming abatement activities.
- d. Work Area Clearance Level:

Following asbestos abatement activities, the work area clearance level shall not exceed 0.01 fibers per cubic centimeter of air (f/cc) as determined by phase contrast microscopy or an equivalent method approved and conducted by the Third Party Air Monitor.

5. Abatement contractors employees personal monitoring is not part of the Third Party monitors responsibility and shall be provided independently by the abatement contractor.

**B.1.5 Waste Disposal Requirements**

1. The contractor shall transport all asbestos containing waste generated during all abatement activities, covered under this contract to a sanitary landfill disposal site approved by the U.S. Environmental Protection Agency.
2. All plastic bags containing asbestos waste shall be removed and placed in the approved landfill. If bags are damaged, they shall be placed in additional bags and sealed or placed in leak tight drums. These drums shall not be used for any purpose except for transporting asbestos material. Contaminated drums shall be disposed of as asbestos waste.

3. Workers unloading the sealed drums and machinery operators will wear respirators when handling materials at the disposal site.
  - a. The Contractor will also be required to comply with the U.S. Environmental Protection Agency regulations (29 CFR 1910 and the U.S. Department of Transportation (49 CFR Parts 100-185) for collecting, packing, transporting and disposing of asbestos.

## **B.2 General Conditions**

1. DGS may elect not to solicit competitive offers for a project, but in its sole discretion, may solicit a single qualified Contractor under the following circumstances:
  - a. DGS need for the services is urgent and providing an opportunity to all contractors would result in unacceptable delays;
  - b. Only one Contractor is capable of providing the service at the level of quality required because the service is unique or highly specialized; only one contractor has the current capacity to fulfill the requirement, or the service is a logical direction to a work order already issued.
2. In any Work Order/Work Request competition, DGS reserves the right to award a Work Order without discussion. DGS reserves the right to reject all proposals or to waive any minor informality or irregularity in proposals received whenever it is determined that such action is in the best interest of DGS.
3. The Contractor shall provide a cost estimate that is consistent with work to be performed, and line item/unit cost estimating shall be the basis for the estimate.
4. The Contractor shall submit a work plan that identifies all tasks the Contractor intends to complete as part of his effort. The Contractor shall indicate what resources are required to complete each task, how long each task is anticipated to complete, and the interrelationships between the various tasks. The contractor shall identify any assumptions it has utilized and delineate potential technical challenges and associated impacts. The Contractor will also include in the proposal alternatives to address those challenges.
5. Prior to commencement of work, the Contractor shall carefully examine the site where work is proposed, as well as its adjacent areas and seek other usual sources of information about the site. The Contractor will be conclusively presumed to have all necessary resources to complete the work and full knowledge of any and all conditions on the site relating to, or affecting in any way, the performance of the work.

6. Performance under the Contract will be initiated through the issuance of a work order or work request through the EXAM database that details the requirements of the work order by worksite location, including a timeframe for completion. The Contractor shall be required to submit a cost proposal for review and acceptance by the COTR prior to initiating any work activity. The Contractor will be required to enter the status of the work in EXAM to provide a status through completion. DGS may solicit two or more Contractors to submit proposals to provide the services required by the work order. In determining which contractors to solicit, DGS will consider factors such as past performance, quality, timeliness, special expertise, capacity or other factors determined to be relevant to a particular project.
7. Upon completion of a work order or work request, the contractor shall submit to DGS Environmental Health and Safety a Site Closure Report for work performed at each location. The Site Closure Report shall be prepared in accordance with EPA 40 CFR; Part 763 dated October 30, 1987. The Contractor shall submit the Closure Report to the COTR through EXAM within 30 days of completion of the work. Invoice will be processed ONLY after receipt of the Closure Report.
8. The Contractor shall execute work on an as needed basis at any time, day or night. Normal working hours are from 7:00 am to 12:00 midnight, Monday through Friday. The hours shall be adjusted based on conditions and availability of the building. Any work performed outside the normal working hours will be compensated at the Contractor's overtime rate.
9. The Contractor shall respond to on-site emergency requests within 90 minutes by notification or upon request of the Contracting Officer Technical Representative (COTR) or their designee.
10. Consistent with the policies and procedures of the DGS Health and Safety Facilities Division, DGS reserves the right to make changes from time to time, when deemed necessary, in this scope of services. The DGS Environmental Health and Safety Office will determine what work or material, supplies and/or equipment is to be added or omitted by the changes, and the value of any work and or material required to be added or omitted.

## **B.2 Key Personnel**

**Training and Certifications:** The Contractor and its asbestos workforce shall be properly trained and certified in any aspect of environmental abatement that they will perform. Training shall include successful completion of courses that are consistent with EPA requirements for performance of abatement services.

**Project Manager:** The Contractor shall assign a Project Manager to oversee task accomplishment, administer all instructions, and answer all questions from the COTR pertaining to work orders. The Program Manager shall be responsible for the coordination of all work issued under this contract. The Contractor shall not change the Project Manager without COTR approval.

**Supervision:** The Contractor shall select and exercise control and direction over its employees and/or subcontractors under this contract. The Contractor shall be responsible for all work performed by subcontractors and shall assume the risk of the subcontractor's non-performance. The COTR may direct the Contractor to remove from the contract any employee and/or subcontractor whose continued employment is deemed to be contrary to the best interest of the District.

## **B.6 Licensing, Accreditation and Registration**

The Contractor and all of its subcontractors and sub consultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.

## **B.7 Conformance with Laws**

It shall be the responsibility of the Contractor to perform under the contract in conformance with the Department's Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

## **B.8 Service Contract Act**

The Service Contract Act is applicable to this Project. As such, the Contractor and its trade subcontractors shall comply with the wage and reporting requirements imposed by that Act wage determinations are attached hereto as **Attachment D**.

**B.9 Time is of the Essence**

Time is of the essence with respect to the contract. The Department shall have priority any other similar contract held by the Contractor throughout the course of the contract. As such, the Contractor must dedicate such personnel and other resources as are necessary to ensure that the required services are completed on-time and in a diligent, skilled and professional manner.

## **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:

- Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business.
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- 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.
- Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.
- 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.

#### **C.1.2 Preferences for Certified Joint Ventures**

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a (h).

**C.1.2.1** Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW, Suite 850N  
Washington DC 20001  
(202) 727-3900

**C.1.2.2** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**C.1.2.3** (A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.)

## **C.2 Subcontracting Plan**

An Offeror responding to this solicitation which is required to subcontract shall be required to submit with its offer, any subcontracting plan required by law. Offeror's 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 50% of the dollar volume of the contract shall be subcontracted in accordance with Attachment E.

### **C.2.1.1 Subcontracting Plan Requirements**

#### **Mandatory Subcontracting Requirements**

1. Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 50% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
2. If there are insufficient SBEs to completely fulfill the requirement of paragraph (a)(1), then the subcontracting may be satisfied by subcontracting 50% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
3. A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections (a)(1) and (a)(2) of this clause.

4. Except as provided in (a) (5) and (a) (7), a prime contractor that is a CBE and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 50% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
5. A prime contractor that is a certified joint venture and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 50% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
6. Each CBE utilized to meet these subcontracting requirements shall perform at least 50% of its contracting effort with its own organization and resources.
7. A prime contractor that is a CBE and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

#### **C.2.1.2 Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 50% of the dollar volume of this contract in accordance with the provisions of section (a) of this clause. The plan shall be submitted as part of the offer and may only be amended with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- a. The name and address of each subcontractor;
- b. A current certification number of the small or certified business enterprise;
- c. The scope of work to be performed by each subcontractor; and
- d. The price that the prime contractor will pay each subcontractor.

**e. Copies of Subcontracts**

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, District of Columbia Auditor and the Director of DSLBD.

**f. Subcontracting Plan Compliance Reporting.**

(1) The Contractor has a subcontracting plan required by law for this contract; the Contractor shall submit a quarterly report to the CO, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- a. The price that the prime contractor will pay each subcontractor under the subcontract
- b. A description of the goods procured or the services subcontracted for
- c. The amount paid by the prime contractor under the subcontract;
- d. A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

(2) If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

**g. Annual Meetings**

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

**h. Notices**

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

**i. Enforcement and Penalties for Breach of Subcontracting Plan**

- 1. A Contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required

subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

2. Contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
3. If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **clause 8 of the SCP, Default**.

### **C.2.1.3 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**.

### **C.3 Residency Hiring Requirements for Contractors and Subcontractors**

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

Upon execution of the contract, the Offeror and all of its member firms, if any, and each of its subcontractors and subconsultants 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, subconsultants, 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 10<sup>th</sup> 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.

## **SECTION D Evaluation and Award Criteria**

### **D.1 Evaluation Process**

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 Oral Presentation**

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

#### **D.3.1 Length of Oral Presentation**

Each Offeror will be given up to 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.3.2 Schedule**

The order of presentation will be selected randomly and the Offerors will be informed of their presentation date before the beginning of oral presentations. The Department

reserves the right to reschedule any Offeror's presentation at the discretion of the contracting officer.

### **D.3.3 Offeror Attendees**

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

### **D.3.4 Topics**

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

## **D.4 Proposal Evaluation**

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

### **D.4.1 Experience & References (30 points)**

The Department desires to engage a Contractor with the experience necessary to realize the objectives set forth in **Section B** of this RFP. Offerors will be evaluated based on their demonstrated experience with: (i) managing environmental abatement services; (ii) supervising multiple work crews; (iii) experience with and knowledge of environmental abatement operations and equipment; (iv) access to the necessary equipment and labor to implement perform the necessary services; and (v) experience in performing similar services for municipal agencies.

#### **D.4.1.1 Qualifications of Asbestos Abatement Contractor**

The Contractor must provide evidence of the following:

- a.** A valid Washington DC, District Department of the Environment (DDOE), Asbestos Handler License issued for the company;
- b.** The Abatement Contractor's Respiratory Protection Program as required by OSHA regulations 29 CFR 1926.58(h) 3;

- c. Evidence that the Contractor has successfully performed and completed at least five asbestos abatement contracts, using the techniques as specified in D.4.1 within the past two years. The Contractor shall supply the name and telephone number of a person who is familiar with the work performed.
- d. Documentation for all Contractor's workers and supervisors have been certified By DDOE as asbestos handlers or supervisors, along with copies of their respirator fit test and medical forms.

**D.4.1.2** The Contractor must have a minimum of two years' experience in asbestos Abatement projects that complied with Federal, State and District Environmental Codes applicable to asbestos abatement work and staffed by personnel that have been certified in the same.

This element of the evaluation will be worth up to thirty (30) points.

#### **D.4.2 Key Personnel (25 points)**

The Department desires that senior personnel be assigned to this project who has 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 Contract Manager for this contract; (ii) the individual who will be responsible for dispatching crews and equipment (if separate from the Contract Manager); and (iii) the key supervisors who will oversee and supervise the work in the field. A copy of the asbestos remediation license issued by DCRA as well as asbestos training certifications of its workforce must be provided as part of the proposal submitted in response to this solicitation. This element of the evaluation will be worth up to ten (25) points.

#### **D.4.3 Project Management Plan (15 Points)**

Offerors are required to submit a Work Plan. The Work Plan should clearly explain how Contractor will manage the work required under the contract. It should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the plan should: (i) identify the key personnel and their specific roles in managing the Project; (ii) provide a description of the equipment that is available to the Offeror, including ability to obtain additional equipment if needed and how, and a description of where such equipment is stored; (iii) a description of the Offeror's workforce and how its crews will be mobilized (i.e. phone tree, etc.) so as to ensure that sufficient workers will be available; (iv) A Quality Control Plan (QCP) delineating the Contractor's Quality Control Program and Inspection System to monitor and control its performance of services to ensure compliance to the contract requirements; and (v) a proposed schedule for completing the routine, scheduled in

accordance with the requirements set forth by the Department. The Department will also consider the experience of the Contractor and its team members have working together on similar projects. This element of the evaluation is worth up to thirty (15) points.

#### **D.4.4 Cost (30 points)**

Offerors will be required to offer fixed hourly rate for each Labor Category, for the base year as well as four (4) one year additional option periods. This element of the evaluation is worth up to thirty (30) 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 in an original and six (6) copies. The Offeror's technical and Cost Proposal submission shall be placed in a separate sealed envelopes conspicuously marked: "Technical Proposal for Hazardous Materials Abatement Services" and "Price Proposal for Hazardous Materials Abatement Services"

#### **E.2 Delivery or Mailing of Submissions**

**Submissions should be delivered or mailed to:**

**Department of General Services  
Attn: JW Lanum  
Associate Director/Contracting Officer  
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 2:00 pm EST, on April 8, 2015. 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. The submission shall be organized as follows:

#### **E.4.1 Price Form**

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

#### **E.4.2 Disclosure Form**

Each Offeror shall submit a Disclosure Statement substantially in the form of **Attachment B**.

#### **E.4.3 Executive Summary**

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

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

Each Offeror should provide the following information for the principal environmental abatement services and its subcontractors, if any.

- a. Name(s), address(es), and role(s) of each firm (including all sub-contractors)
- b. Profile(s), including:
- c. Age
- d. Firm history (ies)
- e. Firm size(s)
- f. Areas of specialty/concentration
- g. Current firm workload(s) related to environmental abatement for the next six months. This should include a listing of all contracts/obligations that the Offeror has with respect to environmental abatement.

- h.** Provide a list of any contracts held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.

Description of the team organization and personal qualifications of key staff, including:

- i.** Identification of the single point of contact for the Contractor.
- j.** Resumes for each key participant on the team, including definition of that person's role, relevant experience, and anticipated workload during the performance of the Contract term.

#### **E.4.5 Experience and References (30 points)**

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

#### **E.4.6 Key Personnel (25 points)**

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

#### **E.4.7 Project Management Plan (15 points)**

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

#### **E.4.8 Cost Information (30 points)**

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

#### **E.4.9 Tax Affidavit**

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

## **SECTION F Offeror's Procedures and Protests**

### **F.1 Contact Person**

For information regarding this RFP please contact:

Jacqueline Harrison, Contract Specialist  
DC Department of General Services  
Frank D. Reeves Center  
2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor  
Washington, D.C. 20005  
Phone: (202) 698-7760  
**jacqueline.harrsion4@dc.gov**

Any written questions or inquiries should be sent to Jacqueline Harrison at the address above by 5:00 pm March 26, 2015.

### **F.2 Preproposal Conference**

A preproposal conference will be held on March 23, 2015 at 2:30 pm EST. The conference will be held at Department of General Services Community Room on the 2<sup>nd</sup> floor. 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 providing 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.

### **F.4 Protests**

Protests shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was incorporated into the RFP by an amendment or addendum, a protest based on that

defect must be filed before the next closing time established for proffering submissions. In all other cases, a protester shall file the protest within ten (10) days after the protester knows or should have known whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

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

#### **F.5 Contract Award**

This procurement is being conducted in accordance with the provisions of Section 4712 of the Department's Procurement Regulations (27 DCMR § 4716).

#### **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 have 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**

- a.** 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.
- b.** 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.8.A stated above.

- c. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the submission wrapper or other documentary evidence of receipt maintained by the installation.
- d. Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- e. 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:

- a. To cancel this solicitation or reject all submissions.
- b. To reject submissions that fail to prove the Offeror's responsibility.
- c. 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.
- d. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
- e. To take any other action within the applicable Procurement Regulations or law.
- f. To reject the 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 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.

## **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 Insureds**

Each insurance policy shall be issued in the name of the Contractor and shall name as additional insured parties the Department and the District of Columbia, and shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

### **G.3 Waiver of Subrogation**

All such insurance shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

### **G.4 Strength of Insurer**

All insurance shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best’s rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed approved to do business in the District of Columbia.