



D.C. DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS

**ELEVATOR AND WHEELCHAIR LIFT
MAINTENANCE, REPAIR, AND INSPECTION SERVICES**

July 26, 2013

Proposal Due Date: August 16, 2013 by 2:00 p.m. EST

Proposal Delivery Location: Department of General Services
Attention: JW Lanum
Frank D. Reeves Center
2000 14th Street, NW
Contracts & Procurement Division, 8th Floor
Washington, DC 20009

Pre-proposal Conference: August 6, 2013 at 10:30 a.m. EST
Frank D. Reeves Center
2000 14th Street, NW, 2nd Floor Community Room
Washington, D.C. 20009

Contact: DeArrin Mickles
Contract Specialist
2000 14th Street, NW, 8th Floor
Washington, D.C. 20009
dearrin.mickles@dc.gov
Phone: (202) 698-7760

Solicitation Number: DCAM-13-NC-0102

Executive Summary

The Department of General Services (“Department” or “DGS”) is issuing this Request for Proposals for a contractor(s) to provide preventive maintenance, repair, and inspection services for elevators, and wheelchair lifts for various District of Columbia Government municipal facilities and schools.

The District intends to award one or more contracts for the Aggregate Award Groups identified below to the offeror(s) whose proposal is determined to be most advantageous to the District.

- Aggregate Award Group 1 – Municipal Facilities
- Aggregate Award Group 2 – District of Columbia Public Schools

The term of the contract will be for a base year plus four option years.

A.1 Contractor Fees

The contract awarded pursuant to this RFP will be a Fixed Unit Price contract with a cost reimbursement component. Offerors will be required to bid fixed unit prices for each facility listed in Attachment A, Aggregate Award Group(s) for which the Offeror proposes to provide the required services. Offerors shall submit as Attachment B, an Offer Letter on the Offeror’s letterhead and the Unit Price Spreadsheet. In addition, Offerors shall provide hourly labor rates on the Unit Price Spreadsheet for the cost reimbursement component. The unit prices and the payments resulting from the cost reimbursement component will be the Contractor’s sole compensation for the services required under the contract and should include sufficient funding for all of the Contractor’s costs associated with the work.

A.2 Attachments

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| Attachment A | Aggregate Award Groups |
| Attachment B | Offer Letter and Unit Price Spreadsheet |
| Attachment C | Disclosure Statement |
| Attachment D | Tax Affidavit |
| Attachment E | Service Contract Act Wage Determination Schedule |
| Attachment F | Living Wage Act Notice and Factsheet |
| Attachment G | First Source Agreement |
| Attachment H | Past Performance Evaluation Form |

SECTION B SCOPE OF WORK

The Contractor shall furnish all necessary services including the labor, supplies, materials, and equipment necessary to provide preventive maintenance, repair, and inspection of elevators and wheelchair lifts identified in Attachment A. The Contractor shall provide the services in a manner that achieves consistent safe operations, maximum operational and life cycle performance of the elevators and wheelchair lifts.

B.1 Requirements

The Contractor shall provide the required services in accordance with the applicable District of Columbia Code and Municipal Regulations and the most recent editions of the American Society of Mechanical Engineers (ASME) A17.1, Safety Code for Elevators and Escalators and ASME A18.1, Safety Standards for Platform Lifts and Stairway Chairlifts. In addition, the Contractor shall provide all permits and licenses necessary to provide the required services.

B.1.1 Preventive Maintenance

The Contractor shall provide preventive maintenance services for the elevators and wheelchair lifts to guarantee that the original operating criteria below is maintained at all times as applicable:

- a) Maximum capacity and weight;
- b) Rated speed in feet per minute;
- c) Performance times;
- d) Door operations;
- e) Traffic handling capabilities;
- f) Response times; and
- g) Ride quality.

B.1.1.1 Assessment/Preventive Maintenance Schedule

The Contractor shall, within 45 days of award, conduct an assessment which includes an inspection of all elevator and wheelchair lift components and, develop and submit to the COTR for approval a comprehensive Preventive Maintenance Schedule that is consistent with manufacturer's recommendations, industry best practices and applicable codes and regulations. The schedule shall include at a minimum, the scheduled date the Contractor will perform preventive maintenance services and repair on each elevator and wheelchair lift, the type, manufacturer, model number, overall condition, identification of needed repairs, and the estimated cost of repairs.

B.1.1.3 Preventive Maintenance Services

The Contractor shall visit each location on a monthly basis and provide monthly and semi-annual services for each elevator and wheelchair lift in accordance with the Preventive Maintenance Schedule.

B.1.1.3.1 Monthly Services

The Contractor shall provide at a minimum, the following preventive maintenance services monthly for the elevators and all associated components:

- a) Cleaning of machine rooms, secondary levels, hoist ways, including the cross beams, rails and brackets, counterweights, frames, car tops, undersides of car, hoist way pits, buffers and door hangers;
- b) Keep all machinery, devices, or any other parts of the equipment which is subject to rust, properly cleaned and painted at all times;
- c) Keep guard rails properly lubricated, except where roller type guides are involved, no rail lubrication shall be used;
- d) Renew the guide shoe gibs or rollers as required to ensure a smooth and quiet operation;
- e) Ensure that all oil reservoirs are kept properly sealed to prevent leakage;
- f) Inspect all door operating equipment, including motor brushes, belts or chains, contacts, drive canes and clocks;
- g) Examine all wire ropes and fastenings, check and adjust rope tension;
- h) Examine traveling cables for wear and position, examine counterweight and tighten all loose belts. When welds are cracked or broken, the Contractor must bring the condition to the attention of the COTR;
- i) Ensure that the motor windings and the field coils of all motors be dipped in an approved insulating varnish and baked when shop to the same are made, unless written permission is secured from the COTR;
- j) Repair or replace contact leads and coils for main controllers and selectors, blow out and vacuum clean controller motors and motor generator sets;
- k) Ensure elevators are maintained at the manufacturer's contract speed unless written authorization is obtained from the COTR or designee to do otherwise;
- l) Maintain the hoist-way and car door guides in an acceptable condition in accordance with the manufacturer's specifications; replacing the same when gap exceeds one of 1/16 inch; and
- m) Ensure that all fascias, dust covers and guides are in proper alignment.

B.1.1.3.2 Semi-Annual Services

The Contractor shall provide at a minimum, the following preventive maintenance services semi-annually.

- a) Check the bearings for proper operation and wear;
- b) Examine machine gear teeth for cutting or noise while riding on top of the elevator cars;
- c) Physically check the condition and operation of door locking equipment;
- d) Perform electrical test of door interlock circuits;
- e) Examine door locks and door closer equipment;
- f) Clean door channels;
- g) Examine car and counterweight guide shoe and fastening;
- h) Renew gibs or rollers as necessary;
- i) Lubricate sliding guide shoes;
- j) Remove car station cover; and
- k) Blow out and clean the switches and buttons.

B.1.1.4 Preventive Maintenance Supplies and Materials

The Contractor shall maintain, at all times, an ample and complete stock of supplies and materials, replacement items and parts required for the normal maintenance and repair of all elevators and wheelchair lifts identified in Attachment A. The Contractor shall at a minimum:

- a) Use genuine manufacturer replacement parts or an approved equivalent that are the style, size and appearance of the existing items and conforming to the District of Columbia Code.
- b) Supply all lubricants of proper grades, cleaning materials, paint, cotton waste, rags, gauges, testing and other tools and equipment required for Preventive Maintenance services; and
- c) Provide lamps in position indicators, hall lanterns and hall stations. If the lamps are the same design but are not commercially available, then the Contracting Officer should be advised at once for obtaining approval for an alternative.

B.1.1.5 Equipment Outages

The Contractor shall remove elevators and wheelchair lifts from service if any condition is identified that constitutes a safety hazard to either passengers or equipment. The Contractor shall coordinate with the COTR scheduled elevator and wheelchair lift work that requires equipment be taken out of service. The Contractor shall place the elevator and wheelchair lifts back in service after the Contractor completes each of the following:

- a) Cures the deficiency(ies);
- b) Inspect work completed;

- c) Obtain the approval of the DC Inspector; and
- d) Provide a deficiency and corrective action report to the COTR for District approval within 24 hours of corrective actions.

B.1.1.6 Preventive Maintenance Services Report

The Contractor shall provide a monthly service report documenting the preventive maintenance services of all elevators and wheelchair lifts the preceding month.

B.1.2 Corrective Maintenance

The Contractor shall, when conditions necessitate, repair or replace parts and equipment of elevators and wheelchair lifts. The corrective maintenance shall be provided on a cost reimbursement basis, during routine monthly maintenance and also in response to corrective maintenance requests. The Contractor shall respond to corrective maintenance requests as described below:

- a) Request for emergency repair services including incidence of passenger entrapment and failed equipment within (1) hour after notification by the COTR and
- b) Request for non-emergency repair services within twenty-four (24) hours after notification by the COTR or alternate timeframe approved in writing by the COTR.

B.1.2.1 Cost Reimbursement

All corrective maintenance shall be reimbursed in accordance with the hourly rates established in the cost reimbursable section of the Unit Price Schedule in Section B. The costs for performing the cost reimbursement component shall not exceed the cost reimbursement ceiling that will be established in the contract.

Material Costs

The Contractor shall be reimbursed based on an established catalog or list price in effect when material is furnished, less all applicable discounts to the District, 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. The Contractor will be allowed a 10% mark-up for materials provided for all corrective maintenance. The Contractor shall provide at a minimum a one (1) year warranty on all parts and materials used to satisfy the required services.

B.1.2.2 Corrective Maintenance Work Orders

The Contractor shall prepare a corrective maintenance work order form for each corrective maintenance repair to be performed. The Contractor shall obtain the approval of the COTR for all corrective maintenance work orders prior to installation. The corrective maintenance work order form shall include at a minimum the following details:

- a) Time notified;
- b) Date;
- c) Location;
- d) Description of issue requiring repair;
- e) Arrival time;
- f) Name of technician(s);
- g) Total hours worked;
- h) Departure time;
- i) Nature of work performed;
- j) Identification of any parts used and
- k) Operational status of equipment at the time of departure.
- l) Signature of Mechanic performing the corrective maintenance.

B.1.2.3 Corrective Maintenance Services Reporting

The Contractor shall provide a monthly service report documenting the corrective maintenance services provided the preceding month.

B.1.3 Inspection Services

B.1.3.1 Annual Safety Inspection

The Contractor shall perform a safety inspection on each elevator annually and for each wheelchair lift semi-annually as described in the licensure requirements of the D.C. Department of Consumer and Regulatory Affairs (DCRA). DGS will provide the services of a certified 3rd Party Inspector to witness, document and certify the results of each annual and semi-annual inspection.

B.1.3.2 Annual Inspection Report

The Contractor shall submit an annual inspection report for elevators and a semi-annual inspection report for wheelchair lifts and forward the report to the Elevator Inspection Branch, Building and Land Regulations Administration located at 941 North Capitol Street N.E., Room #2000 Washington, DC 20002 with a copy to the COTR.

B.1.4 Related Requirements

B.1.4.1 Staff

The Contractor shall provide staff experienced in the maintenance and repair of elevators and wheel chair lifts. The Contractor shall ensure staff have and maintain the required licensing and certification.

B.1.4.2 Work Performance

B.1.4.2.1 Service Hours

The Contractor shall, except for emergency service calls, perform all elevator and wheelchair lift related work during the Facility's normal working hours of 7:00am to 5:00pm, unless other mutually satisfactory arrangements have been approved in writing by the COTR.

B.1.4.2.2 Security

The Contractor shall comply with the security guidelines and protocols of each building including at a minimum identification and sign-in procedures.

B.1.4.2.3 Work Space

The Contractor shall ensure that all work space is maintained in a clean and safe manner and is free of debris, parts, and any excess items when preventive maintenance or repair services have been provided. The Contractor shall dispose of all parts in accordance with applicable regulations or law.

B.1.4.3 Service Contract Act

The Service Contract Act is applicable to this Project. As such, the Contractor and its subcontractors shall comply with the wage and reporting requirements imposed by that Act. Applicable Wage Rates are attached to this RFP as Attachment E.

B.1.5 Deliverables

The Contractor shall perform the required services and submit the deliverables below electronically to the COTR in accordance with the due date.

Deliverable Number	Deliverable	Due Date
1	Assessment (B.1.1.1) Preventive Maintenance Schedule (B.1.1.2)	Within 45 days of contract award
2	Deficiency and Corrective Action Report (B.1.1.5 d)	Within 24 hours of corrective action
3	Preventative Maintenance Services – Monthly Report (B.1.1.6 a)	Monthly
4	Corrective Maintenance Work Orders (B.1.2.2)	As Necessary
5	Corrective Maintenance Monthly Report (B.1.2.3)	Monthly
6	Annual Inspection Report (B.1.3.2)	Annually

SECTION C ECONOMIC INCLUSION

C.1 Preference for Small, Local, and Disadvantaged Business Enterprises

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

- 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.

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
One Judiciary Square Building
441 4th Street, NW, 9th Floor
Washington, DC 20001
(202) 727-3900 (Telephone Number)
(202) 724-3786 (Facsimile Number)

C.2 SLDBE Participation

The Department desires that business enterprises certified by the Department of Small and Local Business Development participates in this transaction to the greatest extent practical. The successful Offeror will be required to comply with all applicable requirements of the *Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005*, as amended, D.C. Official Code §§ 2-218.01 *et seq.*, and its implementing regulations. Unless the selected Offeror is certified as a small, local or disadvantaged business enterprise, at least 50% of the dollar volume of the contract awarded shall be subcontracted to certified small business enterprises.

C.3 51% District Residents New Hires Requirement and First Source Employment Agreement

The successful Offeror shall comply with all applicable requirements of the *First Source Employment Agreement Act of 1984*, as amended, D.C. Official Code §§ 2-219.01 *et seq.*, and its implementing regulations. The successful Offeror shall be required to enter into and maintain, during the term of the contract, a First Source Employment Agreement with the District of Columbia Department of Employment Services.

C.4 Living Wage Act of 2006

The successful Offeror shall comply with all applicable requirements of the *Living Wage Act of 2006*, as amended, D.C. Official Code §§ 2-220.01 *et seq.*, and its implementing regulations. Information concerning the Living Wage Act is provided in Attachment F.

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 will 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 submission is determined by the source selection official to be the most advantageous to the Department.

D.3 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. The contract will be awarded to the contractor whose proposal conforming to the solicitation is deemed most advantageous to the District.

D.3.1 Previous Experience and Past Performance (20 points)

Offerors will be evaluated based on demonstrated specific experience and past performance providing services similar in size and scope as those described in Section B. The Offeror shall provide at a minimum the following information:

- a) A discussion of the Offeror's previous experience and past performance providing the maintenance, repair, and inspection of elevators and wheelchair lifts including a discussion of past successes and lessons learned;
- b) A comprehensive list of contracts or projects the Offeror is currently providing or has provided similar in size and scope as those services described in Section B. The Offeror shall provide the following for each contract or project:
 1. Name, location and owner of facility;
 2. Description of work performed by the Offeror including comparisons to the work of this solicitation and constraints on performance of work;
 3. Contract amount and time period (start and finish dates);
 4. Name, title, address, email address and telephone number of a verifiable representative of the Owner. The Offeror will be responsible to provide valid and accurate contact information;

- c) Ensure that a minimum of three (3) Past Performance Evaluation Forms (Attachment H) are completed by the contracting entity identified above and submitted to dearrin.mickles@dc.gov by the closing date and time for proposals;

If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. This element of the evaluation will be worth up to twenty (20) points.

D.3.2 Key Personnel (20 points)

Offeror will identify all necessary Key Personnel needed to complete the required services described in Section B. At a minimum, Key Personnel shall be the Project Manager who will supervise the work, and the field personnel who will perform the work in the field. Key personnel will be evaluated on their specific experience and past performance on similar projects of the type and complexity as those described in Section B. This evaluation factor considers the education, experience, and knowledge of the key personnel. The Offeror shall provide the following:

- a) A discussion of the relevant experience of Key Personnel and the benefits to be derived from the employees participation;
- b) A resume for each key personnel and the percentage of time each person will devote to this project;
- c) Organizational chart indicating the staff to contribute to performing the required services; and
- d) Identification of a single point of contact for contract administration.

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

D.3.3 Project Management Plan (20 Points)

Offeror shall submit a Project Management Plan which defines their management approach and methodology for completing the requirements described in Section B. The Project Management Plan shall address each requirement and service described in Section B and include at a minimum the following:

- a) Description of how the Offeror will meet or exceed the minimum requirements;
- b) A description of how the Offeror will complete the required services, including but not limited to timely response to corrective maintenance, quality control, and maintaining an adequate pool of service technicians.
- c) The format of a proposed Preventative Maintenance Schedule and a narrative on how the plan will be managed.

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

D.4 Price Proposal (40 points)

Offerors are required to provide an offer letter on company letterhead and the Unit Price Spreadsheet (Attachment B) for each of the Aggregate Award Groups the Offeror proposes to provide the required services.

This element of the evaluation is worth up to forty (40) 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 submission shall be placed in a sealed envelope conspicuously marked: "Proposal for Elevator and Wheelchair Lift Maintenance, Repair, and Inspection Services."

E.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

D.C. Department of General services
Attention: JW Lanum
2000 14th Street, NW 8th Floor
Washington, D.C. 20009
Phone: (202) 729-2800

E.3 Date and Time for Receiving Submissions

Submissions shall be received no later than 2:00 pm E.D.T., August 16, 2013. 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.4.2 Technical Proposal

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 Information and Firm(s) Data

Each Offeror shall provide the following information for the Contractor and each of its subcontractors.

- a) Name(s), address(es), and role(s) of each firm (including all sub-contractor)
- b) Firm profile(s), including:
- c) Age
- d) Firm history(ies)
- e) Firm size(s)
- f) Areas of specialty/concentration
- g) Current firm workload(s) projected over the next year
- 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.

E.4.2.3 Previous Experience and Past Performance

Each Offeror should submit the information requested in D.3.1 of this RFP.

E.4.2.4 Key Personnel

Each Offeror should submit a list of Key Personnel in accordance with Section D.3.2 of this RFP.

E.4.2.5 Project Management Plan

Each Offeror should submit a Project Management Plan that addresses the issues set forth in Section D.3.3 of this RFP.

E.4.2.6 Attachments

Each Offeror shall include the following Attachments:

- a) Disclosure Statement (Attachment C)
- b) Tax Affidavit (Attachment D)
- c) First Source Employment agreement (Attachment G)

E.4.3 Price Information

The Offeror should submit the offer letter on company letterhead and Unit Price Spreadsheet in accordance with Section D.4 of this RFP.

SECTION F BIDDING PROCEDURES & PROTESTS

F.1 Contact Person

For information regarding this RFP please contact:

DeArrin Mickles
Contract Specialist
Department of General Services
2000 14th Street, NW 8th Floor
Washington, D.C. 20009
Phone: (202) 698-7760
E-mail: dearrin.mickles@dc.gov

Any written questions or inquiries should be sent to DeArrin Mickles at the e-mail address above.

F.2 Pre-proposal Conference

A pre-proposal conference will be held on August 6, 2013 at 10:30 a.m. The conference will be held at 2000 14th Street NW, Washington, DC 20009, 2nd Fl. Conference Room. Interested Offerors are strongly 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.

Questions should be directed to DeArrin Mickles at dearrin.mickles@dc.gov no later than the 4:00pm on August 9, 2013. The person making the request shall be responsible for prompt delivery.

F.4 Protests

Protests shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of 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 seven (7) days after the protester knows or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This section is intended to summarize the bid 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 4721 of the Department's Procurement Regulations (27 DCMR).

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 Department 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.

F.13 Contracting Officer's Technical Representative (COTR)

The COTR for this contract will be identified in the contract at time of award.

SECTION G INSURANCE REQUIREMENTS

G.1 Required Insurance

The Contractor shall maintain the following types of insurance throughout the life of the contract.

G.1.1 Commercial general public liability insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than 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 the contract term.

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, with the exception of the Workers’ compensation 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 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.