



D.C. DEPARTMENT OF GENERAL SERVICES (DGS)

**REQUEST FOR PROPOSALS
(Set Aside for CBE's only)**

**PROPERTY MAINTENANCE SERVICES FOR
VARIOUS DISTRICT-OWNED OR CONTROLLED PROPERTIES**

Issue Date: August 6, 2012

Proposal Due Date: August 24, 2012 by 2:00 p.m. EST

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

Pre-Proposal Conference: August 14, 2012 at 10:30 a.m. EST
*Franklin D. Reeves Center
2nd Floor Community Room
2000 14th St. NW, Washington, DC 20009*

Contact: Andrew G. Robinson
Department of General Services
2000 14th Street, NW
Washington, D.C. 20005
Andrew.robinson@dc.gov
Phone: (202) 741-0421

Solicitation Number: DCAM-12- NC-0169

Executive Summary

The Department of General Services (“Department” or “DGS”) is issuing this Request for Proposals (“RFP”) to engage a contractor to provide Routine Property Maintenance and Supplemental Services for specified District of Columbia owned or controlled properties. The selected Contractor will be required to provide an array of services, to include, but not be limited to disposal of litter and trash, reporting of illegal dumping and abandoned vehicles, removal of leaves, graffiti, snow and ice removal and various improvements and repairs to vacant properties. The objective is to present safe, clean, neat and professional conditions at various District locations. **Award of this solicitation is set aside for businesses, certified by the District Department of Small and Local Business Development as a Certified Business Enterprise (CBE).** The contract shall be for one year and also provide, in addition to the base year, four additional option years.

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

The Contractor will be awarded a fixed price contract with a cost reimbursement component. Offerors will be required to bid a monthly lump sum fixed price for the Task 1 - Routine Property Maintenance Services required for each facility/property listed in **Attachment A**. Offerors must bid on all properties.

The lump sum, and material mark-up 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, including, but not limited to, labor, tools and equipment, materials and supplies (unless otherwise indicated), and overhead, insurance and profit.

A.3 Attachments

- Attachment A - List of Facilities
- Attachment B - Offer Letter and Unit Rate Price Sheet
- Attachment C - Disclosure Statement
- Attachment D - Tax Affidavit
- Attachment E - Service Contract Act, Living Wage Act Notice and Fact Sheet
- Attachment F - Past Performance Evaluation Form
- Attachment G - First Source Employment Agreement

SECTION B SCOPE OF WORK

B.1 Task 1- Routine Property Maintenance Services

The Contractor shall provide Routine Property Maintenance Services for each property listed in **Attachment A**. The Contractor shall visit the properties on a weekly basis at a minimum and in addition to performing maintenance services, shall inspect the facilities, grounds, and structures for any abnormalities or conditions which require intervention by DGS or local authorities. DGS may add or remove properties from the contract for reasons such as acquisition or disposition of property by DGS.

B.1.1 Routine Services

The Contractor shall provide the following maintenance services as needed and as indicated on **Attachment A** for each property:

1. Collect and dispose of litter and trash on property grounds. Note: Trash generated by businesses is the responsibility of the occupying tenant.
2. Report illegal dumping and arrange for garbage to be removed.
3. Report abandoned vehicles and arrange for their removal.
4. Remove brush.
5. Collect and remove leaves from designated properties.
6. Remove graffiti.
7. Clear catch basins of debris.
8. Remove debris from gutters and downspouts.
9. Make repairs to fences and gates as needed to keep them in good working order.
10. Make improvements or repairs to ensure that vacant buildings remain secure.
11. Provide HVAC, plumbing, and electric services evaluation (for tenants/occupants) on a monthly basis and submit reports on a monthly basis with invoices.
12. Provide pest control services: The Contractor shall provide exterior and interior service once per month to control, roaches, ants, crickets, spiders, rats, and mice. Service shall be provided after normal working hours, weekends, and/or holidays.

13. Provide facility access and escort at the request of the COTR.

B.1.2 Seasonal Landscaping Property Maintenance Services

The Contractor shall visit specified DGS properties on a bi-weekly basis to provide basic landscaping/lawn moving services from May to July, and on a monthly basis from August to November. Requirements are as follows:

1. The Contractor shall confine to the greatest possible extent, all operations, equipment, apparatus and placement of materials to the immediate area of work. The Contractor shall comply with all District of Columbia rules and regulations in effect at the work site, including, but not limited to parking, traffic control plans and OSHA standards for landscape and horticultural services, use of walks, security restrictions, hours of allowable entrance and departure.
2. The Contractor shall store its equipment off-site, not on District property. When observed or encountered, the Contractor shall notify DGS verbally and in writing of any defects noted in surfaces that are to receive service or any obstacles, if such defects or obstacles may affect operations or present a safety concern. Defects may include anything that impedes the Contractor's ability to provide services.
3. At the start of the contract, the Contractor shall provide Material Safety Data Sheets (MSDS) of all products to be applied relating to landscaping services. If there are changes to products to be applied after the Contractor's initial submission at the beginning of the contract, the Contractor shall provide MSDS of any new chemicals to be used either at the start of each grass growing season (March); or if a change occurs during the grass growing season – three (3) days prior to the planned application if a chemical is to be applied. All chemicals being applied must meet EPA requirements and be applied in accordance with manufacturer's procedures and recommendations. The Contractor shall notify the Department in advance of all chemicals to be used. The Contractor's staff who apply the chemicals shall be certified pesticide applicators.
4. The Contractor shall submit proof of such certification at the beginning of each contract year.

B.1.3 Snow and Ice Removal Services (as needed basis)

The Contractor shall spread ice melt on sidewalks prior to snowfall and promptly remove snow and ice from sidewalks after snowfall. Must provide snow and ice removal on city sidewalks against all fenced areas.

B.2 Task 2 – Supplemental Services

The Contractor shall provide supplemental repair and maintenance services for each property identified on **Attachment A**. Supplemental repair and maintenance services will be

requested on an as needed basis. The Contractor shall advise DGS on the need for repair or improvements needed, and on a case by-case basis, shall implement such improvements or manage contracts for such improvements.

The Contractor will be reimbursed for approved services and materials, which are not included in the fixed price for routine services.

The Contractor shall not begin work until a written estimate is submitted to the COTR. For work to be subcontracted, the Contractor shall submit to the COTR, three (3) independent estimates detailing materials and labor to accomplish the repair. Complete vendor or subcontractor (if relevant) documentation proposals shall be included. The price shall include the Contractor's hourly rates for Supplemental Services, plus a reasonable cost for parts, General and Administrative (G&A) fees, and negotiated profit, not to exceed a total of ten percent (10%). There shall be only one (1) mark-up for profit, overhead, G&A, etc. (per repair/proposal) under the terms of this contract. The District will confirm the Contractor's estimated price as fair and reasonable through an independent District estimate of the repair.

B.3 Service Hours and Scheduling

The Contractor shall perform all services during the hours of 7:00 am - 7:00 pm, Monday through Friday, excluding District holidays, unless otherwise approved by the Department. For example, if the Contractor needs to work on a weekend or District holiday in order to maintain the required grass height, the Contractor shall obtain the Department's approval. There may be situations that require the Contractor to work other than the hours specific herein. In those cases, the Contractor shall advise the Department to reschedule the work to minimize disruption.

The Contractor shall submit to the COTR a preliminary schedule of services, at least by the 1st day of each month and as necessary if changes occur. The Department will approve the schedule prior to commencement of work. If after the Contractor's schedule is approved, the District requires changes in the schedule at any of the locations, the Department will inform the Contractor and request, from the Contractor, a revised Schedule.

B.4 Emergency Services

The Contractor shall be on-call 24-hours per day; 7 days per week for emergency maintenance needs. The contractor shall respond to the COTR, deploy and arrive on site of an emergency within 90 minutes of notification.

B.5 Key Personnel

1. The Contractor shall indicate in its proposal a single point of contact (Contract Manager) who shall be responsible for any contractual issues.
2. The Contractor shall provide one or more on -site supervisors who shall be responsible for the performance of work. The name of this person, and an alternate or alternates, who shall act for the Contractor when the on -site supervisor is absent, shall be included in the Contractor's proposal. The Contractor shall provide an emergency phone number, cell phone number or pager number that is accessible at all times.

3. The on- site supervisor(s) or alternate(s) shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract.
4. The contract manager, on-site supervisor(s) and any alternates shall have excellent oral and written communication skills, and be able to read, write, speak and understand the English language.

B.6 Equipment

1. The Contractor shall provide and maintain contractor -owned or leased vehicles to meet the requirements of this contract. Any Contractor vehicles used in the performance of this contract shall have the company name prominently displayed on both sides of the vehicle.
2. All equipment used in the performance of this contract shall be in operable condition and meet the local, state and federal safety requirements. The Department may inspect the Contractor's vehicles at any time and direct the removal of any unsafe or non-functional vehicles. All vehicles shall be registered, licensed, insured, and operated by a licensed driver. All vehicles shall be registered; have Department of Transportation (DOT) numbers visible as required by law; and follow all District regulations related to parking, driving, and licensing.
3. The Contractor's equipment, including but not limited to mowers (push, riding and tractor), and trimmer shall be of a quality, size and type suitable for accomplishing the required work. The Contractor's equipment shall be in good repair and able to operate efficiently and safely. Mower blades shall be sharp, to prevent the tearing of the grass blades.
4. The Contractor's equipment shall have the proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Department shall direct the Contractor to remove such equipment and/or operator until the deficiency is corrected to the satisfaction of the District.
5. The Department may inspect the Contractor's equipment and tools at any time.

B.7 Public Safety

The Contractor shall erect, at the Contractor's expense, proper barricades, signs and warning devices as required for pedestrian and traffic safety when necessary. The Contractor shall employ traffic control procedures, and shall comply with all applicable District Department of Transportation regulations and District Department of Public Works parking regulations while on any site or occupying public space. Erection of barricades that restrict or redirect pedestrian traffic shall be coordinated in advance with the Department or the District's building manager(s) for the location.

B.8 Work Plan and Quality Assurance

1. The Contractor shall establish, develop, maintain, and implement a quarterly Work Plan,

including a complete 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.

2. The QCP shall include timely and effective corrective action for all deficiencies identified by the Contractor or the Department; shall implement procedures to identify, prevent, and ensure non-recurrence of defective services; shall address inspection procedures; shall provide an action plan for correction of discrepancies; shall provide a strategy for retaining qualified personnel; and shall explain management's role in its commitment to quality performance.
3. After initial approval, if the plan is updated or changed, the Contractor shall re-submit the QCP to the Department for approval.

B.9 Reporting

The Contractor shall submit daily, weekly and monthly Work Completion Reports to the Department, on a mutually agreed upon schedule. All reports are required to be submitted via email, in PDF format.

The Contractor shall immediately notify the Department, in writing, of any accidents on the job site arising from the performance of this contract that involve bodily injury to Contractor's employees or District workers or both, building occupants, visitors, or other persons.

The Contractor shall submit monthly reports to DGS detailing the maintenance services provided for each property. Reports should be submitted with monthly invoices.

B.10 Licensing, Accreditation and Registration

The Contractor and all of its subcontractors and subconsultants (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.11 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 applicable statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

B.12 Service Contract Act and Living Wage Act

The Service Contract Act and the Living Wage Act are applicable to this contract. As such, the Contractor and its trade subcontractors shall comply with the wage and reporting requirements imposed by these Acts. The applicable wage determination is attached hereto as **Attachment E**. Davis-Bacon Wage Rates may be applicable to Supplemental Services work performed under this contract.

B.13 Time is of the Essence

Time is of the essence with respect to the contract. The Contractor must dedicate such personnel and other resources as are necessary to ensure that the required Project 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, however 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 Residency Hiring Requirements for Contractors and Subcontractors

At least fifty-one percent (51%) of the Offeror's Team and every subcontractor's employees hired after the Offeror enters into a contract with the Department, or after such subcontractor 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, as amended, 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 \$300,000 or more shall be required to comply with the above-referenced D.C. Code provisions, and such compliance may require the Contractor to: (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; and (v) submit monthly compliance reports to DOES by the 10th of each month, or as required by the D.C. Code.

C.3 District Resident Hours

The Department wishes to maximize the number of District residents working on this Contract. To that end, the Department will require that at least 51% of the hours worked on this Contract must be worked by District residents. Contractor should review the Form of Contract for further information.

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Selection Criteria

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

- Experience and Past Performance (25 Points)
- Key Personnel (20 Points)
- Management Plan (25 Points)
- Price (30 Points)

D.2 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.3 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.4 Oral Presentation

The Department currently 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

If interviews are conducted, 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

If interviews are conducted, 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

If interviews are conducted, 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 contract, including the qualifications of key personnel.

D.5 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 Offeror with the highest evaluated score.

Any 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.

Please see **Section C** of this RFP for additional information.

In addition, at least fifty-one percent (51%) of all hours worked on this Contract must be worked by District residents.

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: "PROPERTY MAINTENANCE SERVICES for Various District-Owned or Controlled Properties."

E.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

**Department of General Services
Att'n: JW Lanum
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 August 24, 2012. 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 Disclosure Form

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

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 Information and Firm(s) Data

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

1. Name(s), address(es), and role(s) of each firm (including all sub-contractors)
2. Firm profile(s), including:
 - a. Age
 - b. Firm history(ies)
 - c. Firm size(s)
 - d. Areas of specialty/concentration
 - e. Current firm workload(s) related to the services to be provided for the next eight months. This should include a listing of all contracts/obligations that the Offeror has with respect to services outlined in the scope of work (**Section B**).
 - f. Provide a list of any contracts held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.

E.4.5 TECHNICAL PROPOSAL SECTION

1. Experience and Past Performance (25 Points)

The Offeror shall provide at a minimum the following:

- a. A description of the Offeror's overall experience as a prime contractor and a subcontractor providing services similar in size and scope as those described in **Section B**. The Offeror's description shall address lessons learned and the application of those lessons to providing the required services.
- b. A list of **all** contracts and subcontracts the Offeror has performed in the past five (5) years similar in size and scope as the required services described in **Section B**. The Offeror's list shall include the following information for each contract or subcontract:
 1. Name, location and owner of property;
 2. Type of property;
 3. Contract's Period of Performance;

4. Total contract value;
 5. Identification of the Offeror's role as either prime or subcontractor and a description of services provided
 6. Name, title, address, email address and telephone number of a verifiable representative of the Owner of the property. The Offeror shall confirm the accuracy of the contact information for each property.
- c. Ensure that a minimum of three (3) Past Performance Evaluation Forms (**Attachment D**) are completed by the contracting entity identified in b. above and submitted to andrew.robinson@dc.gov by the closing date and time for proposals. Submission must include identification of the single point of contact for the Contractor.

2. Key Personnel (20 Points)

The Department desires that sufficient personnel be assigned to this project who 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 include, at a minimum:

- a. A discussion of the Offeror's Key Personnel's overall experience providing services similar in size and scope as those described in **Section B**.
- b. Resumes for each Key Staff. 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.
- c. A commitment letter for each key personnel on the Offeror's letter head.
- d. Three (3) client references for each key personnel to assess the skills and qualifications of each. Offerors shall provide the following information for each client reference:
 1. Name, location and owner of facility
 2. Job title and description
 3. Contract amount and time period (start and finish dates)
 4. Gross square footage (GSF) area for each facility
 5. Name, title, address, email address and telephone number of a verifiable representative of the client. The Offeror shall be responsible to provide valid and accurate contact information.

3. Management Plan (25 Points)

The Management Plan is the Offeror's plan for management and control of the projects outlined in the scope of work (**Section B**). The Offeror should address the following:

- a. **Staffing Plan:** How the skill levels and expertise of the proposed staffing relate to particular tasks and how its team will work as a collective whole to deliver results, maximize speed and ensure quality of services to DGS.
- b. **Organizational Chart:** Submit an organizational chart that describes the staffing plan. Include the key personnel on the organization chart along with other proposed staff and subcontractors.
- c. **Quality Control Plan (QCP):** Address all aspects of ensuring and sustaining a quality control plan per the requirements of the contract; describe processes in place to ensure that the conditions and appearance of the facilities and grounds are maintained at the Districts desired level and image; and describe how the Offeror proposes to prevent deferral of major maintenance and repairs.
- d. **Safety Plan:** Present a draft safety plan that discusses safety procedures to manage the property.
- e. Capacity, in terms of in-house capabilities and access to subcontractors, to provide additional repair and maintenance services.

E.4.6 PRICE PROPOSAL SECTION (30 Points)

Offerors will be required to bid a monthly lump sum fixed price for each property listed on the Unit Price Sheet. The Offeror shall provide such pricing information for the base year as well as the four (4) option years.

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

E.4.7 Tax Affidavit

Each Offeror must submit a tax affidavit substantially in the form of **Attachment D**. 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 BIDDING PROCEDURES & PROTESTS

F.1 Contact Person

For information regarding this RFP please contact:

Andrew G. Robinson
Contract Specialist
Department of General Services
2000 14th Street, NW
8th Floor
Washington, D.C. 20009
Andrew.robinson@dc.gov
Phone: (202) 741-0421

Any written questions or inquiries should be sent to Andrew G. Robinson at the email address above.

F.2 Pre-proposal Conference

A pre-proposal conference will be held on August 10, 2012 at 10:30 am EST. The conference will be held at the Reeves Building on the 2nd 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 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.

Requests should be directed to Andrew G. Robinson at the address listed in **Section F.1** no later than the close of business on August 16, 2012. 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 § 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 Office's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Office by obtaining written and dated acknowledgment of receipt from the Office's CCO. Protests received by the Office 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 the Department's Procurement Regulations Title 27 DCMR Chapter 47.

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

1. 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.
2. 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.
3. 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.
4. 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.

5. 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:

1. To cancel this solicitation or reject all submissions.
2. To reject submissions that fail to prove the Offeror's responsibility.
3. 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.
4. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
5. To take any other action within the applicable Procurement Regulations or law.
6. 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 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.