

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



INVITATION FOR BIDS

ON-CALL CLEANING SERVICES
Set-Aside for CBE Participation Only

September 10, 2013

Pre-Bid Conference:

September 16, 2013 at 10:00 a.m. EST
Frank D. Reeves Center
2000 14th Street, NW
8th Floor Potomac Conference Room
Washington, DC 20009

Bid Due Date:

September 24, 2013 by 2:00 p.m. EST

Bid Delivery Location:

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

Contact:

James Marshall
Department of General Services
2000 14th Street, NW
8th Floor
Washington, D.C. 20009
James.Marshall@dc.gov
Phone: (202) 727-7119

Solicitation Number:

DCAM-14-NC-0048

SECTION A: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The Department of General Services (“Department” or “DGS”) is seeking Contractor(s) to provide management, personnel and other services necessary to perform comprehensive deep cleaning services at multiple District of Columbia municipal facilities, public schools, and recreation centers. The Department intends to award contracts to one or more contractors to provide these services on an “On-Call” basis.

This procurement is being set aside in the Sheltered Market and only CBE’s that are certified by the District Department of Small and Local Business Development (DSLBD) are eligible to participate.

A.1 Requirements

The Contractor shall provide on-call cleaning services as requested by the Department through routine scheduled work requests and emergency work requests twenty-four (24) hours per day, seven (7) days per week.

A.1.1 Routine Scheduled Work Requests

The Contractor shall respond to scheduled work requests within twenty-four (24) hours after notification by the Contracting Officer’s Technical Representative (COTR). The Contractor shall not be paid overtime rates for work performed beyond (8) eight hours. It may be necessary for work to be performed in two (2) eight (8) hour shifts per day, including Saturday and Sunday.

A.1.2 Emergency Work Requests

The Contractor shall appear at the designated site within one (1) hour after notification by the COTR.

A.2 Employees and Supervision

Prior to commencing performance, the Contractor shall identify its project manager (s) assigned to this contract. In addition the Contractor shall select, and exercise control and direction over its employees and subcontractors as applicable under this contract. The COTR may direct the Contractor to remove from the contract any employee or subcontractor whose continued employment is deemed to be contrary to the best interest of the District.

A.3 Scope of Work

Cleaning services shall include, at a minimum, the following:

a. Main Entrances, Hallways, Multi-Purpose Rooms, Lounge, Computer Rooms, Classrooms, Glass, Gymnasiums, Departments, Boys & Girls Locker Rooms and Auditoriums

1. Clean all glass
2. Dust tables and all horizontal surfaces to a height of 72"
3. Clean and sanitize desks and chairs
4. Clean and sanitize lockers inside and out
5. Clean furniture upholstery
6. Clean and sanitize auditorium seats
7. Clean Department furniture and remove any damaged furniture identified by DGS
8. Empty all wastepaper baskets and replace liners
9. Clean and polish drinking fountains
10. Clean gym floors using floor finish only
11. Clean interior kick plates, push plates, door thresholds, doors and frameworks
12. Damp wipe lobby walls up to a height of 7 feet
13. Clean high and low areas for cobwebs
14. Dust with a treated cloth or static duster the exterior of all light fixtures
15. Remove globe light fixtures and clean inside and outside
16. Wash chalk boards and chalk rails
17. Dust all Department furniture, Department equipment and appliances, window frames, with a treated cloth or static duster

b. Kitchens/Cafeterias and Restrooms

1. Clean all glass
2. Clean and disinfect all surfaces in the kitchen with particular attention to food contact surfaces and table tops
3. Clean vents and ledges, degrease light fixtures and covers
4. Wash all walls and scrape loose paint as directed by DGS after hazmat assessment
5. Clean/degrease cooking units, hoods and filters in kitchen
6. Clean corners, baseboards, and grease traps
7. Clean and sanitize trash cans
8. Fill soap and paper towel dispensers to capacity
9. Wash windows, window shades and window sills
10. Clean heating and A/C unit surfaces
11. Wash doors and sanitize door knobs, handles, and door jams
12. Wash and sanitize all stalls and partitions
13. Clean mirrors

14. Clean and sanitize urinals, commodes, and basins
15. Scrub and sanitize floors

c. Stairwells & Landings, VCT Floors, and Carpet

1. Remove trash and debris from all areas
2. Clean and dust handrails, ledges, grills, fire apparatus and other miscellaneous areas such as door molding
3. Spot clean walls, woodwork and doors to remove finger marks, graffiti, and smudges
4. Dust mop with a treated yarn dust mop and/or broom to remove all loose dirt and dust on stairs, landings, stair treads and corners; then damp mop.
5. Remove gum and debris on wood floors
6. Clean wood floors with wood seal and/or wax
7. Clean, vacuum and extract all reception area rugs, carpets and walk-off mats
8. Machine scrub all VCT flooring, or strip and refinish with at least 3 coats of wax
9. Burnish all main entrance and hallway floors

SECTION B: TERM OF CONTRACT

B.1 The term of this contract shall be for one (1) year from date of award.

B.2 **Option Years**

The Department shall have the unilateral right to extend the term of this Contract for four (4) years. In the event the Department desires to extend the Contract to cover the Option Years, the Department shall give the Contractor written notice of such election at least thirty (30) days prior to the beginning of the Option Year. Promptly after issuing such notice, the Department and the Contractor shall meet, if necessary, to discuss any changes to the scope of work and the cost thereof, if any, that will be provided during the Option Year. In the event the Department and the Contractor cannot agree on the changes and pricing for such services, then the Department shall have the right to assign this work to another Contractor or to perform such work with its own forces.

SECTION C: CONTRACTOR FEES

The contract(s) awarded pursuant to this IFB will be an indefinite delivery indefinite quantity (IDIQ) contract(s). Bidders are required to bid fixed hourly rates on Attachment A, Bid Form. These fixed rates will be the Bidder's sole compensation for work performed and as such should include adequate amounts to cover the Bidder's labor, overhead, insurance and profit. The Contractor will not be paid overtime.

SECTION D: DELIVERABLES

The Contractor shall submit a monthly invoice for payment supported by a summary of services performed by location, personnel, and hours.

SECTION E: COMPLIANCE REQUIREMENTS**E.1 Licensing, Accreditation and Registration**

The Contractor and all of its subcontractors 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.

E.2 Service Contract Act

The selected Contractor shall agree that the work performed under this Contract shall be subject to Service Contract Wage Rates. The Contractor is bound by Wage Determination No. 05-2103, Revision No. 15 dated June 19, 2013 issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351). The Contractor shall be bound by the wage rates included as Attachment B for the term of the contract.

E.3 SLDBE Participation

The Department requires participation by business enterprises certified by the Department of Small and Local Business Development as (DSLBD): (i) a local business enterprise; (ii) a small business enterprise; (iii) a disadvantaged business enterprise; (iv) having a resident owned business; (v) being a longtime business resident; or (vi) having a local business enterprise with its principal Department located in an enterprise zone. As required by law percentage preferences, conferred by Section E.4, shall be given to bidders that are certified by DSLBD.

E. 4 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 § 2-218.43 et seq.), preferences shall be given to Bidders 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 Department located in an enterprise zone. (A copy of the certification acknowledgment letter must be submitted with the Bidder's Bid.)

In accordance with these laws, a percentage reduction in price shall be granted as follows:

- Three (3) percent preference shall be awarded if the Bidder is certified as having a small business enterprise.
- Five (5) percent preference shall be awarded if the Bidder is certified as having a resident business ownership.
- Ten (10) percent preference shall be awarded if the Bidder is certified as having a longtime resident business.
- Two (2) percent preference shall be awarded if the Bidder is certified as a local business enterprise.
- Two (2) percent preference shall be awarded if the Bidder is certified as being a local business enterprise with its principal Department located in an enterprise zone.
- Two (2) percent preference shall be awarded if the Bidder is certified as a disadvantaged business enterprise.

Bidders may qualify for more than one of these categories, so that the maximum price reduction available under this section is twelve (12) percent.

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)

E.5 Living Wage Act

The Contractor agrees that the work performed under this Agreement shall be subject to the District of Columbia Living Wage Act, Attachment F.

SECTION F: INSURANCE REQUIREMENTS

F.1 Required Insurance

The Contractor shall maintain at a minimum the following types of insurance throughout the life of the contract:

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 One Million Dollars (\$1,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and One Million Dollars (\$1,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage.

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.

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.

F.2 Additional Insured

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

F.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.

F.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.

SECTION G: METHOD OF AWARD

The Department reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District. The Department intends to award one (1) or more contract(s) from this solicitation to the responsive and responsible bidder(s) with the lowest price. The total price will be determined by the sum of the hourly rates for the Base Year and each Option Year.

G.1 Preparation and Submission of Bids

Bidders shall submit a signed original and three (3) copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. Each bid shall be submitted as specified in Section H.1 in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. DCAM-14-NC-0048 for On Call Cleaning Services".

- a. The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- b. The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.
- c. Bidders shall make no changes to the requirements set forth in the solicitation.
- d. The bidder must submit hourly rates (Attachment A, Bid Form) for each labor category for the base and option year in order to be considered for this award. Failure to do so will render the bid non-responsive and disqualify a bid.

SECTION H: PROPOSAL SUBMISSION**H.1 Delivery or Mailing of Submissions**

Submissions should be delivered or mailed to:

Department of General Services
ATTN: JW Lanum
Frank D. Reeves Center
2000 14th Street, NW
Contracts & Procurement Division, 8th Floor
Washington, D.C. 20009

H.2 Date and Time for Receiving Submissions

Submissions shall be received no later than 2:00 p.m., on September 24, 2013. The Bidder assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

H.3 BID Form

Each Bidder shall submit a bid form as requested in Attachment A. Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the bid non-responsive.

H.4 Tax Affidavit

Each Bidder must submit a tax affidavit (Attachment D). In order to be eligible for this procurement, Bidders must be in full compliance with their tax obligations to the District of Columbia government.

SECTION I: BIDDING PROCEDURES & PROTESTS**I.1 Contact Person**

For information regarding this IFB please contact:

James Marshall
Goods & Services Supervisor
2000 14th Street N.W.
8th Floor
Washington, D.C. 20009
Phone: (202) 727-7119

I.2 Explanations to Prospective Bidders

Each Bidder shall carefully examine this Invitation for Bid and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. Should a Bidder find discrepancies or ambiguities in, or omissions from, the IFB and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the IFB, any amendments, addenda, or revisions, it must submit questions, requests for interpretation or correction in writing to James Marshall at James.Marshall@dc.gov no later than 12:00 p.m. on September 17, 2013. Any information given to a Bidder concerning the solicitation shall be furnished promptly to all other Bidders as an amendment or addendum to this IFB 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 Bidders. Oral explanations or instructions given before the award of the contract shall not be binding.

I.3 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 IFB, but was incorporated into the IFB 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 bid protest procedures and is for the convenience of the Bidders only. To the extent any provision of this section is inconsistent with the Procurement Regulations; the more stringent provisions shall prevail.

I.4 Contract Award

This procurement is being conducted in accordance with the Department's Procurement Regulations (27 DCMR).

I.5 Retention of Submissions

All submissions shall be retained by the Department and therefore shall not be returned to the Bidders. 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.

I.6 Examination of Submissions

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

I.7 Late Submissions: Modifications

- A. Notwithstanding any other provisions of this IFB 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.
- B. Submissions shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of submissions.

I.8 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 IFB, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

I.9 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 Bidder'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 Bidder.
- E. To take any other action within the applicable Procurement Regulations or law.
- F. To reject the submission of any Bidder that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.

I.10 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 IFB is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

I.11 Pre-Bid Conference

A pre-bid conference will be held on September 16, 2013 at 10:00am EST. The conference will be held at the Reeves Center located at 2000 14th Street, NW, 8th Floor Potomac Conference Room, Washington, DC 20009. Interested Bidders are encouraged to attend.

SECTION J: ATTACHMENTS

- Attachment A** – Offer Letter and Bid Form
- Attachment B** - Service Contract Wage Rate
- Attachment C** - Disclosure Statement
- Attachment D** - Tax Affidavit
- Attachment E** – Living Wage Notice and Fact Sheet
- Attachment F** – Standard Contract Provisions