



D.C. DEPARTMENT OF GENERAL SERVICES

INVITATION FOR BIDS

Inspection, Maintenance, and Repair Services for Pools and Aquatic Facilities

September 5, 2014

Proposal Due Date: September 11, 2014 by 2:00pm

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*

Contact: Toufique Sayed
Department of General Services
2000 14th Street, NW
8th Floor
Washington, D.C. 20009
toufique.sayed@dc.gov
Phone: (202) 671-0560

Solicitation Number: DCAM-14-NC-0178

SECTION A: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The Department of General Services (DGS) is seeking a Contractor to provide inspection, maintenance, and repair services at DGS Pools and Aquatic facilities.

Services shall be provided at all of the locations listed in **Attachment A – Location and Bid Form**.

DGS reserves the right to add or delete locations at any time. Should DGS add locations, the Contractor will be asked to propose a fixed price for the locations added and the contract amount will decrease by the amount of the annual fixed unit price for deleted locations.

A.1 Site Visit

It is highly recommended that interested bidders visit each site. Access to each site will be available from September 6, 2014 to September 10, 2014, between the hours of 10:00 AM and 2:00 PM. Thomas Crompton will be the point of contact, and can be reached at (202) 345-1525 to schedule an appointment.

SECTION B: STATEMENT OF WORK

B.1.1 The Contractor shall provide all labor and materials for the inspections, maintenance, and repair of pools located at various Department of General Services (DGS) facilities, all located in Washington, D.C. The Contractor shall furnish all parts, equipment, and labor necessary to carry out the contract and keep all swimming pools and ancillary equipment in good working order, using materials of like design and composition to those originally supplied and installed.

B.1.2 The Contractor shall perform all work in conformance with District of Columbia codes and regulations. The Contractor shall maintain all equipment in accordance with manufacturer's recommendations. The Contractor shall be responsible for remaining current with changes in regard to swimming pool codes and regulations.

B.1.3 The Contractor shall use only skilled, licensed, and certified maintenance technicians who are fully experienced in swimming pool repair and maintenance. The Contractor shall provide DGS with copies of all certifications and licenses of designated persons who will perform the identified duties and services.

B.1.4 The Contractor shall perform all non-emergency services detailed herein without delay between the hours of 5:00AM and 10:00PM, seven days a week. All services are to be provided within twenty-four (24) hours of notification; emergency services shall be provided within two (2) hours of notification.

B.1.5 The Contractor shall provide continuous maintenance and emergency service throughout the contract period. The list of pools to be maintained under this contract is included in Attachment A.

B.1.6 The Contractor shall provide a report of the known conditions of the swimming pools within thirty (30) calendar days of award of this contract. The report shall detail all deficiencies requiring repair or the replacement of parts that require immediate attention to minimize excessive cost to DGS in the future. The Contractor shall include the estimated cost of each modification and/or repair in the report. The report shall delineate work within the scope of the contract and work beyond the scope of the contract. The Contractor shall NOT perform any tasks requiring additional funding without the express written authorization of the Contracting Officer. DGS reserves the right to assign this work to a different Contractor.

B.1.7 The Contractor shall provide a report with the current levels of parts and chemicals and provide recommendations for required levels of stockage.

B.1.8 The Contractor shall provide, administer, and monitor all swimming pool chemicals including, but not limited to: chlorine (liquid and dry), bromine, muriatic acid, sodium bicarbonate, soda ash, CO₂, sodium thiosulfate, and cyanuric acid. The Contractor shall perform a chemical analysis of the swimming pool water for all pools at the specified intervals. The Contractor shall monitor and maintain the required level of chemicals in pool water throughout the contract performance period.

B.1.9 The Contractor shall review the readings and findings of pool analysis with the on-site building engineer, certified pool operator, or maintenance personnel.

B.1.10 The Contractor shall make necessary repairs only after approval from COTR. The Contractor shall provide a written report of the work performed, time and type and number of laborers used, material included.

B.1.11 The Contractor shall provide a four (4) hour training class, on the existing pool equipment, every six (6) months for the DCDPR/DGS staff.

B.2 Scheduled Maintenance

B.2.1 The Contractor shall provide the following maintenance services at the intervals specified. This work shall be performed on a fixed price basis:

B.2.2 Seasonal Openings – The following maintenance services shall be performed once per year at all Outdoor Swimming Pools only:

- Inspect pool main drains, drain grates, and hydrostatic valves.
- Inspect and provide a report on all systems.
- Start swimming pool mechanical systems and inspect all systems to include filters, pumps and motors, pool piping, tubing, gauges, and meters. Adjust/repair where necessary to complete start-up.

- Start chemical feed systems and inspect all equipment including tubing, probes, controllers, and feeders. Adjust/ repair where necessary.
- Install ADA lifts.

B.2.3 The following maintenance services shall be provided twice per week at all indoor swimming pools (52 weeks per year), and once per week at all outdoor swimming pools (16 visits per year, May 01 – August 30):

- Inspect high rate sand filters (operational and physical exterior).
- Test swimming pool water for balance (includes, but not limited to tests for pH balance, chlorine/ bromine levels, total alkalinity, calcium hardness, total dissolved solids).
- Cleaning strainer baskets (as needed).
- Inspect all chemical delivery systems, tubing, controllers, and sensors. Clean and repair as necessary.
- Visually inspect all pool system piping for leaks. Repair as necessary.
- Inspect flow meters, pressure, and other gauges to confirm proper operation.
- Inspect/clean automatic water level controller/sensor units.
- Backwash procedure should be as determined by the flow rate and pressure differential.
- Inspect pool deck equipment (e.g. ladders, ADA steps, lifeguard stands), repair as necessary.
- ADA aquatic lifts shall be serviced as per manufacturer's specification.

B.2.4 The following maintenance services shall be performed monthly at all indoor swimming pools:

- UV equipment shall be inspected and serviced.
- Calibration and controller sensor inspection shall be as needed or per the manufacturer's specification.
- The Arc tube shall be maintained as per the manufacturer's specification.
- All pool lights shall be tested and repaired as needed.

B.2.5 Seasonal Closings - The following services shall be performed once per year at all outdoor swimming pools only:

- Remove ADA lifts.
- Winterize filter systems.
- Add antifreeze to systems as needed.
- Box all chemical feed and loose mechanical equip and move to central storage.
- Blow out and plug filter lines as needed.
- Flush all chemical feed lines and tubing.
- Complete final inspection when all pools are complete.

B.3 Repair Services

The Contractor shall provide repair services on a time and materials basis as needed that include, but are not limited to, the following services:

B.3.1 Rebuild motors.

B.3.2 Service and Rebuild booster pump.

B.3.3 Service and repair plumbing fixtures and equipment

B.3.4 Repair structural and carpentry items.

B.3.5 Service and repair the Pool Pak units.

B.3.6 Service and repair the Solar Panel system.

B.3.7 Replace all defective light bulbs throughout the building, including lights above the pool(s).

B.3.8 Re-caulk pool and deck joints.

B.3.9 Repair hydrostatic relief valves

B.3.10 Repair the main drain grates.

B.3.11 Repair gutter grates.

B.3.12 Replace pressure gauges and flow meters as needed.

B.4 Service Hours

B.4.1 The Contractor shall be available to perform the required services Monday through Friday from 8:00 am to 4:30 pm.

B.5 Personnel

B.5.1 The Contractor shall assign a contact person who will be the Agency's primary liaison throughout the period of this contract.

SECTION C: TERM OF CONTRACT

C.1 The Base Period of this contract shall be for one year from date of award.

C.2 The Department shall have the right to extend the term of this Agreement for (3) three, (1) one-year option periods, or successive fractions thereof.

SECTION D: CONTRACTOR FEES

D.1 Scheduled Maintenance

The Contractor shall be paid a fixed price per location listed in Attachment A for inspection and maintenance work as described in **Section B.2.**

D.2 Repair Services

The Contractor shall be paid for Repair Services on a time and materials basis as described in **Section B.3.**

Time and Materials work shall be invoiced separately per location. Hourly labor rates will be paid in accordance with your mechanic and helper bid prices. DGS will reimburse the contractor for any materials provided for additional repair work done with a 10% mark-up. Proper invoices for materials shall be submitted with the supplier's letterhead indicating direct cost. No payment will be made for material invoices without an attached material invoice.

DGS will reimburse the contractor for any services provided by a sub-contractor for additional repair work done with a 10% mark-up. Proper invoices for labor and materials shall be submitted with the sub-contractor's letterhead indicating direct cost.

No repair work shall be done unless it is discussed with and approved in writing by the Contracting Officer Technical Representative, herein referred to as the (COTR). **The contractor shall not perform and shall not be paid for any work that the contractor performs without prior approval by the COTR.**

SECTION E: COMPLIANCE REQUIREMENTS

E.1 Licensing, Accreditation and Registration

The Contractor and its employees shall obtain and maintain all applicable permits, licenses, authorizations and/or certificates as required by applicable federal, state and local laws and regulations prior to providing electrical system maintenance, inspection and repair services at any DGS facility. The contractor must obtain a drain permit, prior to draining the pool(s) for service. A copy of these documents must be provided to the Contracting Officer's Technical Representative (COTR).

E.2 Service Contract Act

The Service Contract Act is applicable to this Contract. As such, the Bidder and its trade subcontractors shall comply with the wage and reporting requirements imposed by that Act. Applicable Wage Rates are attached to this IFB as **Attachment B**.

E.3 SLDBE Participation

If required by law, the Contractor shall subcontract at least 35% of the dollar volume to certified small business enterprises; provided, however, that the costs of materials, goods and supplies shall not be counted towards the 35% subcontracting requirements unless such materials, goods and supplies are purchased from the certified small business enterprises.

E.3.1 If there are insufficient qualified small business enterprises to completely fulfill the requirement of Section E.3, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

E.3.2 The Contractor if certified as a small, local or disadvantage business enterprise shall not be required to comply with the provisions of Sections E.3 and E.3.1.

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 § 2-218.01 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 Proposal.)

In accordance with D.C. Code § 2-218.01 et seq., the following preferences shall be awarded in evaluating a Bidder's submission:

- a. Three percent for a small business enterprise;
- b. Five percent for a resident-owned business;
- c. Ten percent for a longtime resident business;
- d. Two percent for a local business enterprise;
- e. Two percent for a local business enterprise with its principal office located in an enterprise zone; and
- f. Two percent for a disadvantaged business enterprise.

Bidders may qualify for more than one of these categories, so that the maximum number of points available under this section is 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 Residency Hiring Requirements for Contractors and Subcontractors

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

Upon execution of the contract, the Contractor 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 Contractor 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 Contractor 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 following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services ("DOES") upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; and (v) submit monthly compliance reports to DOES by the 10th of each month, or as required by the D.C. Code.

SECTION F: INSURANCE REQUIREMENTS

F.1 Required Insurance

The Contractor will be required to maintain 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 Five Million Dollars (\$5,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Five Million Dollars (\$5,000,000) 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: EVALUATION AND AWARD CRITERIA

G.1 Method of Award

The Department intends to award one contract resulting from this to the responsive and responsible bidder with the lowest evaluated price, with consideration given to other factors. The lowest bidder will be determined by the Total Bid Price for the base period and each option year as provided on Attachment B Bid Form.

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.

G.2 Preparation and Submission of Bids

Bidders shall submit a signed original and at least three (3) copies. 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-0178 for Inspection, Maintenance, and Repair Services for Pools and Aquatic Facilities".

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.

The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.

Bidders shall make no changes to the requirements set forth in the solicitation.

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 11, 2014. 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 substantially in the form of **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 substantially in the form of **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:

Toufique Sayed
Contract Specialist
2000 14th Street N.W.
8th Floor
Washington, D.C. 20009
Phone: (202) 671-0560

Written questions, requests for interpretation or correction should be directed to Toufique Sayed, Contract Specialist, at toufique.sayed@dc.gov no later than 12:00 p.m. on September 8, 2014. The person making the request shall be responsible for prompt delivery.

I.2 Explanations to Prospective Bidders

Each Bidder should carefully examine this Invitation For Bids and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. Should an 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. Any information given to an 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

All protests alleging defects in this solicitation shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734); provide a clear and concise statement of the legal and factual grounds of the protest, including copies of relevant documents, and citations to statutes, regulations or solicitation provisions claimed to be violated; and, be filed in writing with the District of Columbia Contracts Appeals Board

("CAB"), pursuant to title X of the Procurement Practices Reform Act of 2010 ("PPRA") (D.C. Official Code § 2-360.01 *et seq.*). Protests alleging defects in this solicitation, which are apparent prior to bid openings, must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial solicitation, but was later incorporated 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, protests shall be filed not later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. To expedite handling of protests, forward courtesy copies of protests to the Department's Chief Contracting Officer ("CCO") with "Protest" labeled on the envelope.

This section is intended to summarize the protest procedures and is for the convenience of the Bidders only. To the extent any provision of this section is inconsistent with the Department's regulations or the PPRA, the more stringent provisions shall apply.

I.4 Contract Award

This procurement is being conducted in accordance with the provisions Section 4720 of the Department's Procurement Regulations (27 DCMR § 4720).

I.5 Retention of Submissions

All submissions will be retained by the Department and therefore will 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 in accordance with FOIA laws.

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.

SECTION J: ATTACHMENTS

Attachment A – Location List & Bid Form

Attachment B – Service Contract Wage Rate Determination

Attachment C – Disclosure Statement

Attachment D – Tax Affidavit

Attachment E – Living Wage Notice and Fact Sheet

Attachment F – Standard Contract Provisions