



D.C. DEPARTMENT OF GENERAL SERVICES

INVITATION FOR BIDS

Annual Aquatic Facility Maintenance

August 1, 2014

Proposal Due Date: August 15, 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-0168

SECTION A: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

Services shall be provided at all of the following locations:

1. Wilson Aquatic Center, 4551 Fort Dr., NW
2. Therapeutic Aquatic Center, 3030 G St., SE
3. Turkey Thicket Aquatic Center, 1100 Michigan Ave., NE

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 inspection and maintenance at those locations.

A.1 Site Visit

It is highly recommended that interested bidders visit each site. Access to each site will be available from August 4, 2014 to August 6, 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

The Contractor shall perform Aquatic facility annual inspection and maintenance on a fixed price basis, and repair services on a cost reimbursement basis.

The contractor shall provide all supervision, labor, materials and equipment as specified and required for complete and proper execution of the work. The scope of work shall include the following services:

B.1 Inspection and Maintenance

Inspection and Maintenance shall include the following services as applicable to each location:

- B.1.1** Shut down all pool systems and filters.
- B.1.2** Activate well point systems and monitor for (2) two days prior to draining pool.
- B.1.3** Move bulkhead (where applicable) to area that permits wall cleaning. Install support to bulkhead. (The Contractor shall provide Specifications for bulkhead support and any pool draining requirements)
- B.1.4** Place pumps in pool and empty pool.

- B.1.5** Inspect hydrostatic relief valves.
- B.1.6** Inspect the main drain grates.
- B.1.7** Provide portable exhaust fans.
- B.1.8** Check underwater lights and pool fixtures.
- B.1.9** Complete light acid wash of pool shell, providing proper safety equipment and procedures to staff.
- B.1.10** Remove any loose or removable hardware such as ladders, rails, or metallic return outlet nozzles.
- B.1.11** Remove the main drain cover.
- B.1.12** Clean out the main drain.
- B.1.13** After cleaning the tile lines and removing the stains, rinse the pool area thoroughly with water. Clean all the fixtures and hard wares before reinstallation.
- B.1.14** Clean and polish all stainless steel (ladders, guard chairs, gutters, dive stands, and starting blocks).
- B.1.15** Clean floor tile.
- B.1.16** Inspect gutter grates.
- B.1.17** Clean surge tanks.
- B.1.18** Inspect filter sand in all filter tanks, adding sand as needed.
- B.1.19** Replace UV bulbs with manufacturer-approved bulbs. Work to be performed by factory approved technician.
- B.1.20** Clean chemical feeders.
- B.1.21** Replace chemical feeder tubing.
- B.1.22** Replace all chemical feed line valves.
- B.1.23** Replace injection fittings.
- B.1.24** Clean all PVC feed lines.

- B.1.25** Clean probes on chemical controllers.
- B.1.26** Calibrate PH and ORP readings of controllers and verify accuracy.
- B.1.27** Service all pool system motors for filter pumps, feature pumps, heater recirculation pumps, and booster pumps.
- B.1.28** Inspect all pressure gauges and flow meters.
- B.1.29** Fill the pool.
- B.1.30** Start system, balance water, vacuum and allow water to filter and heat to proper temperature.
- B.1.31** Clean pump room and paint as needed.
- B.1.32** Clean locker rooms, lockers, showers and floors.
- B.1.33** Clean exterior and interior glass.

B.2 **Repair Services**

The Contractor shall provide repair services as needed that include, but are not limited to, the following services:

- B.2.1** Rebuild motors.
- B.2.2** Service and Rebuild booster pump.
- B.2.3** Service and repair plumbing fixtures and equipment
- B.2.4** Repair structural and carpentry items.
- B.2.5** Service and repair the Pool Pak units.
- B.2.6** Service and repair the Solar Panel system.
- B.2.7** Replace all defective light bulbs throughout the building, including lights above the pool(s).
- B.2.8** Re-caulk pool and deck joints.
- B.2.9** Repair hydrostatic relief valves
- B.2.10** Repair the main drain grates.

B.2.11 Repair gutter grates.

B.2.12 Replace pressure gauges and flow meters as needed.

B.3 **Service Hours**

B.3.1 The Contractor shall be available to perform the required services Monday through Friday from 8:00 am to 4:30 pm.

B.4 **Personnel**

B.4.1 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 from date of award to September 30, 2014.

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

SECTION D: CONTRACTOR FEES

D.1 **Inspection and Maintenance**

The Contractor shall be paid a fixed price per location Listed in Section A for inspection and maintenance components as described in **Section B.1**.

D.2 **Repair Services**

The Contractor shall be paid for Repair Services on a time and materials basis as described in **Section B.2**.

Cost reimbursement 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 A 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-0168 for Annual Pool Maintenance".

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 August 15, 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 August 7, 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 – 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