

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES**



**REQUEST FOR PROPOSALS**

**JANITORIAL AND RELATED SUPPLEMENTAL SERVICES**

**“Set-Aside for Participation by D.C. Certified Business Enterprises Only”**

**March 27, 2015**

**Proposal Due Date:** April 25, 2014 by 2:00 p.m. EST

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

**Mandatory Pre-proposal Conference  
And Mandatory Walk-through:** April 1, 2014 at 11:00 am  
New Beginnings Development Center  
8400 River Road  
Laurel, MD 20724-1426

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**Solicitation Number:** DCAM-15-NC-0115

## **EXECUTIVE SUMMARY**

The Department of General Services (“Department” or “DGS”) on behalf of Department of Youth Rehabilitation Services (DYRS) is issuing this Request for Proposals (“RFP”) to engage a contractor to provide janitorial and related supplemental services at the New Beginnings Youth Development Center (NB) located at 8400 River Road, Laurel MD, 20724-1426.

This RFP is designated only for Certified Small Business Enterprise (CSBE) Offerors under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 et seq., as amended.

A CSBE must be certified as a small business at the time of submission in order to be eligible to submit a proposal in response to this solicitation. The Contractor must maintain the aforementioned certification throughout the term of any resulting contract. The Offeror shall submit with its proposal its CBE certification letter issued by DSLBD.

### **A.1 CONTRACT TYPE**

The Contractor will be paid a fixed monthly price to provide all services described in Section B. The fixed monthly price and approved supplemental services to be paid on a cost reimbursement basis will be the Contractor's sole methods of compensation and as such shall be adequate to cover all of the Contractor's costs associated with the delivery of the required services.

### **A.2 CONTRACTOR'S COMPENSATION**

Offerors will be required to provide an Offer Letter and Unit Rate Price Sheet (Attachment A). The Bid Form will detail the approved supplemental services to be paid on a monthly reimbursement basis to the Contractor, and will be the sole method of compensation, and shall be adequate to cover all of the Contractor's costs associated with the delivery of the required services.

### **A.3 FORM OF CONTRACT**

The Form of Contract will be provided by Addendum. Offerors should carefully review the Form of Contract when submitting their proposal. To the extent there are any inconsistencies between this Request for Proposal (RFP) and the Form of Contract, the Form of Contract will 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.

#### **A.4 PROCUREMENT SCHEDULE**

The schedule for this procurement is as follows:

Issue RFP:	March 27, 2015
<b>Mandatory Pre-proposal Conference and Walk-through:</b>	<b>April 1, 2015 at 11:00 am</b>
Last day for Questions/Clarifications:	April 8, 2015
Proposal Due:	April 25, 2015 at 2:00 pm

#### **A.5 ATTACHMENTS**

Attachment A	Offer Letter and Unit Rate Price Sheet
Attachment B	Standard Contract Provisions
Attachment C	U.S. Department of Labor Wage Rate Determination Schedule
Attachment D	First Source Employment Agreement
Attachment E	Living Wage Act Notice
Attachment F	Applicable Documents
Attachment G	Definitions
Attachment H	Tax Affidavit
Attachment I	Subcontracting Plan Form
Attachment J	Past Performance Evaluation
Attachment K	Disclosure Form

## **SECTION B SCOPE OF WORK**

### **B.1 DESCRIPTION**

The District of Columbia, Department of General Services, (“DGS or Department”) is seeking a Contractor(s) to provide janitorial and related supplemental services for the New Beginnings Youth Development Center (NB), a residential treatment facility for youth who have been charged with offenses and sentenced by the court system. It is the goal of this procurement to provide clean, comfortable facility that promotes a positive work environment and supports the programmatic missions of DYRS. The Contractor shall provide the management, supervision, labor, materials, supplies, and equipment necessary to successfully and effectively provide janitorial and related supplemental services ensuring clean, safe, and well maintained facility

The New Beginnings Youth Development Center is a secure campus-like facility that houses young males with the most serious and chronic offenses. The facility is secure by complex barrier of fences, regular razor wire and several layers of concertina wire. The campus has three detached living units, 20 rooms per unit with a total of 60 beds, a gym, medical unit, barber shop, culinary school and administrative building. For more details, please see the website. <http://dyrs.dc.gov/service/secure-facilities>.

### **B.2 APPLICABLE DOCUMENTS**

The Contractor shall comply with the most recent versions and any future revisions to all applicable federal and District laws, Court Orders, regulations, and policies in the fulfillment of the required services. Documents applicable to this procurement and incorporated by reference are listed in Attachment F.

#### **B.2.1 Definitions**

Definitions applicable to this procurement are provided in Attachment G.

### **B.3 REQUIREMENTS**

The Contractor shall furnish all personnel with equipment, materials, tools, and supplies. Also provided will be labor, supervision, management, and services, except as expressly set forth in District policy. The Contractor shall do all things necessary to perform and provide the work efforts described in this section.

#### **B.3.1 Internal Cleaning Services**

The Contractor shall provide standard services and “standard planned services” of a custodial nature for the interior of NB. The Contractor shall use innovation, technology and other means and methods to develop and perform the most efficient cleaning services for the building.

### **B.3.1.1 Floor Care and Services**

The Contractor shall provide standard floor services for the work items listed below:

#### **B.3.1.1.1 Floors**

The Contractor shall ensure floors, base moldings, and grout are clean and free of debris including, but not limited to, dirt, water streaks, mop marks, string, gum, tar, and other foreign matter. The Contractor shall ensure floors maintain their natural luster and not have a dull appearance. Wet mopped floors shall be cleaned using disinfectant cleaner(s) with additional scrubbing, if necessary. Additionally, the Contractor shall ensure floors are slip resistant, surfaces, baseboards, and corners are clean and dry, walls, baseboards. Other surfaces shall be free of splashing and markings from the equipment. There shall be no visible buildup of finish in corners or crevices. In addition, the Contractor shall at a minimum:

- (a) Dust mop all non-carpeted floors, to include staircases, closets and offices, daily (in accordance with the work schedule). See B.3.5.1.1 for Work Schedule.
- (b) Vacuum all carpeted floors daily (in accordance with the work schedule) or after 4:00PM.
- (c) Mop all non-carpeted floors (in accordance with the work schedule and operational and facility needs, to include staircases),
- (d) Supply, place and remove appropriate and proper signs/warning signs for wet floors in order to ensure end user safety.

#### **B.3.1.1.2 Floor Care Services**

The Contractor shall provide floor care services as described below:

- (a) Laminated Flooring (ADP Floors): Damp mopping shall be the only method of wet cleaning for floors in Automated Data Processing (ADP) space.
- (b) Asphalt Floors: Damp mopping shall be the only method of wet cleaning for floors containing asphalt material.
- (c) Granite, Terrazzo and Marble Floors (Crystallization): All applicable floor areas shall be maintained in accordance with contractor's Quality Control Plan. Surfaces shall be maintained clean and free of smudges, dust, dirt, and removable soil substances. Surfaces shall present a uniform luster. Marble surfaces should be cleaned with a dampened dust cloth. **THE CONTRACTOR SHALL NOT USE CLEANING SOLUTIONS ON MARBLE SURFACES.**
- (d) Loading Dock Floors: Spill residue and clean-up materials shall be disposed of in accordance with the Environmental Protection Agency (EPA) (Applicable Documents #2 Attachment F). The Contractor shall maintain these areas to ensure that trash, debris, and other discarded materials do not accumulate. Cleaning (policing) should be done, at a minimum, three (3) times a day.
- (e) Stripping, Sealing and Waxing: The Contractor shall perform full scale stripping, sealing and waxing standard planned services (as the floor surface requires based on high traffic areas). The old finish or wax shall be removed in accordance with

standard commercial practices. Spots shall be eliminated. There shall be no evidence of gum, scuffmarks, or wax build-up in corners or crevices. Walls, baseboards, and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks, and skipped areas. The finished area shall have a uniform luster.

- (f) Buff and Shine: All floors shall be buffed to an industry standard or the Contractor shall perform buffing in high-traffic areas “standard planned service” on a bi-weekly basis and low traffic areas on a monthly basis, manufacture standard. Cleaning frequencies that are additional to standard planned services shall be completed on a supplemental reimbursement basis to the Contractor.
- (g) Sealing: The Contractor shall apply industry standard sealant to appropriate floors on a semi-annual basis. Sealant shall adhere to the floor. Floor areas shall be evenly coated with a slip resistant seal. Sealant shall only be applied to appropriate floors.
- (h) Stairwells and Landings: Surfaces shall be free of dust, dirt, spillage, and other removable soil substances. Carpeted surfaces shall be free of obvious dirt, dust, spots, and spillages as further defined in Room Cleaning (see B.3.1.3).
- (i) Wood Floors: There shall be no water solutions used on wood flooring. There shall be no dry stripping methods used on wood flooring. The Contractor shall mop all non-carpeted floors, to include staircases, (in accordance with the work schedule)
- (j) Carpet and Rug Service: Carpeted areas shall be maintained, cleaned, and free of spots and odors. Floors, base moldings, and grout shall be clean and free of debris including, but not limited to, dirt, string, gum, tar, and other foreign matter. The Contractor shall vacuum all carpeted floors every business-day (in accordance with the work schedule)
- (k) Carpeting in Main Public Areas: The Contractor shall maintain rugs and carpet. They shall be clean and free of spots and odors. There shall not be any visible dirt, soil substances, spillages, or removable stains. Build-ups, spills, and crusted material shall be removed along with spots and smears. There shall be no evidence of carpet fuzzing or deterioration as a result of harsh brushing or scrubbing. Cleaned areas of carpets and rugs shall be reasonably blended with surrounding carpets.
- (l) Spot Cleaning: Carpet surfaces shall be free of removable spots, soiled traffic patterns, dirt, dust, debris, gum, and crusted material. Spot cleaning shall be accomplished by cleaning only the immediate affected area, to remove any evidence of the dirt, soil, debris, liquid, stains, or other foreign materials.
  - 1. Carpet spotting shall be completed, wherever necessary.
  - 2. If carpet spotting does not accomplish the goals outlined in item l above, Contractor shall notify the Contract Officer’s Technical Representative (COTR) if carpet/flooring needs replacement.
- (m) Vacuuming: Carpet surfaces are to be free of dirt, dust, crumbs, and other debris. Vacuuming shall be done at a minimum frequency that will protect the integrity of the carpet and prolong wear. Basic vacuuming (e.g. all high-traffic areas, all main hallways/walkways) shall be done on a daily basis. Detail vacuuming (e.g. all high-traffic areas, all main hallways/walkways, all offices, all conference rooms, cubicles, and all workrooms) shall be done once daily. The Contractor shall utilize vacuum

- cleaners that meet the requirements of the Carpet and Rug Institute "Green Label/Green Label Plus" Testing Program (Applicable Document #6) Attachment F.
- (n) Carpet Shampooing and Extraction Cleaning: The Contractor shall take measures to prevent the growth of mold. The carpet shall be dry before tenants occupy the building on the next business-day. Moving of duplicating equipment, computer equipment, and similar type electric and electronic equipment shall be coordinated with the COTR, building management (BM), and building management supervisor (BMS) prior to cleaning of the carpet. Any furnishings moved are to be returned to their original positions. Carpet shampooing and extraction cleaning standard planned services shall be on a semi-annual basis.
  - (o) Carpeting in Conference Rooms, Offices, and Other Rooms: These areas shall be cleaned in accordance with the above standards.
  - (p) Floor Mats and Runners Care - Carpeted Mats and Runners: Mats and runners shall be free of removable spots, soiled traffic patterns, dirt, debris, gum, and crusted material. There shall be no areas of deterioration or fuzzing as a result of harsh brushing or scrubbing. They shall receive scheduled cleanings and routine inspections based upon the manufacturer's instructions. Any mats and runners that are found to be non-repairable or cannot be cleaned shall be brought to the attention of the COTR, BM, and BMS so they can be replaced. Mats and runners shall be stored in accordance with the ANSI/ASEE A1264.2-2006 Provision of Slip Resistance on Walking/Working Surfaces Guidelines (Applicable Document #7) Attachment F. In the event of wet or inclement weather mats and runners are used, the mats and runners shall be placed at entrances and at other areas identified by the BM and/or BMS prior to the building occupants reporting to work. Wet or inclement weather mats and runners shall be removed, cleaned, and stored by the Contractor when the BM and/or BMS has determined that they are no longer required.
  - (q) Rubberized or Specialized Mats: Certain facilities have specialized flooring, for further details regarding specialized flooring needs.
  - (r) Vinyl Composition Tile (VCT): These floors shall be swept and cleaned with a damp mop.
  - (s) Concrete: These floors shall be swept and cleaned with a damp mop.

### **B.3.1.2 Standard Restroom(s), Shower Room(s), Locker Room(s), and Holding Cell(s) Services**

The Contractor shall provide standard restroom, shower room, locker room, and holding cell cleaning services for the work items listed below. The Contractor shall provide Restroom(s), Shower Room(s), Locker Room(s), and Holding Cell(s) Services in accordance with Occupational Safety and Health Administration (OSHA) 29 CFR 1910.1030 (Applicable Document #1) and in the case of human waste or fluids all cleaning and disposal shall follow Blood Borne Pathogens as specified in (OSHA) 29 CFR 1910.1030 (Applicable Document #1) Attachment F. The Contractor shall ensure at a minimum:

- (a) Standard Restrooms, Shower Rooms, and Locker Rooms: All standard restrooms, shower rooms, and locker rooms services are provided in accordance with the above standards, on a daily basis.

- (b) Plumbing fixtures, Surfaces, and Additional Fixtures: All plumbing fixtures, surfaces, and additional fixtures including pipes, washbasins, urinals, modesty panels, toilets, shower stalls, and etc. shall be clean, disinfected, and bright with no obvious dust, stains, streaks, soil substances, rust, mold, or encrustation and cleaned on a daily basis.
- (c) Floor and Wall Grout: All floor and wall grout shall be maintained free of any dirt, grime, or finish buildup.
- (d) Partitions, Doors, Vents, Sills, and other Walls: Partitions, doors, vents, sills, and walls shall be free of dust, dirt, bodily fluid, waste, and graffiti. There shall be no sign of obvious dust, soil substances, or dirt on the walls, mirrors, stalls, and metal surfaces. These areas shall appear clean and sanitized in appearance and shall be maintained odor free. All partitions, doors, vents, sills, and other walls shall be cleaned, at a minimum, on a daily basis.
- (e) Blood and Bodily Fluids: The Contractor shall clean the substance and sanitize them as appropriate and per government regulations, if they contain blood, bodily fluid substances, or if any unsanitary condition be present.
- (f) Waste Receptacles and Sanitary Napkins: Waste receptacles and sanitary napkin containers shall be emptied and disinfected with new bags inserted at a minimum of once daily.
- (g) Dispensers: The District shall provide dispensers unless otherwise specified by the COTR. The Contractor shall replenish supplies and fill dispensers as a standard service. The supplies for the provided dispensers shall be compatible with the dispenser's manufacturer's requirements. The Contractor shall supply automatic air-fresheners in restrooms and locker rooms and shall replenish per manufactures recommendations. Supplies for dispensers including, but not limited to, toilet seat covers, toilet tissue, towels, soap, etc., shall be continuously maintained and refilled throughout the day, as necessary to meet the needs of the tenants.
  - 1. All soap dispensers shall be refilled each time levels become 75% finished.
  - 2. All loose paper towel dispensers shall be refilled each time levels become 75% finished.
  - 3. All rolling paper towel dispensers shall be replaced when levels become 80% finished.
- h) Floors: Unless otherwise indicated, the quality standard for this item is the same as that described in "Floor Care" of this contract under Section B.3.1.1.2.
- i) Mirror Cleaning: All mirrored surfaces, shall be clean and free of dirt, dust, streaks, smudges, watermarks, spots and grime, and shall not be cloudy. There shall be no water spots on the glass or adjacent fixtures and furniture.

#### **B.3.1.2.1 Restroom(s) Services**

The Contractor shall clean these areas in accordance with the above standards. Additionally, restrooms shall be free of discarded material and trash. Trash shall be emptied to prevent the containers from overflowing. Restrooms shall be continuously cleaned per the needs and/or use



of the tenants to prevent trash from accumulating. Commode seats and sinks shall be wiped during policing to maintain a clean appearance. Restroom service shall be provided once daily at all locations.

#### **B.3.1.2.2 Holding Cell(s) Services**

The Contractor shall clean Holding Cells in accordance with the above standards daily unless otherwise specified. The Contractor shall (auto scrub the cell floors, to include sally port and walls washing in accordance with the work schedule) with a disinfectant/sanitizing spray or solution, followed by wet vacuuming or squeegee drying the surfaces.

#### **B.3.1.2.3 Locker Services**

The Contractor shall wipe-down all personnel duty lockers within locker rooms on a daily basis. This includes all vertical and horizontal surface areas including the tops of lockers.

#### **B.3.1.3 Room Cleaning Services**

The Contractor shall provide standard room cleaning services for the work items listed below. The basic standard of services provided shall be of the highest quality. The janitorial services provided shall be of the highest quality and monitored at a frequency to maintain a clean appearance at all times. These areas shall be completely free from removable dirt, dust, soil substances, stains, or marks. The Contractor shall maintain, at a minimum, the following:

Entrances and Lobbies: The basic standard of services provided shall be consistent with “Room Cleaning” and “Floor Services” specifications of this contract; however, entrances and lobbies are high visibility areas, therefore, the Contractor shall give special attention to these areas. The janitorial services provided shall be of the highest quality and policed at a frequency to maintain a clean appearance at all times. All entrances and lobbies shall be serviced twice-daily.

- (a) Corridors and Areaways: The Contractor shall clean floor surfaces to make sure they are free of trash, debris, dirt, marks, or foreign matter. The floor surfaces shall have a uniform appearance without unsightly buildup of debris or dust and shall be slip resistant. Walls and baseboards shall be free of water splashes and markings. Metal surfaces shall be polished. Glass surfaces shall be clean and free of dirt, grime, dust, streaks, watermarks, spots, and shall not be cloudy. All corridor and areaways shall be serviced once- daily.
- (b) Elevators: The Contractor shall clean all vertical and horizontal surfaces. All surfaces shall be clean and free of obvious dirt, dust, smudges, soil substances or other foreign matter. Metal surfaces shall be free of obvious smears, smudges, or soil substances. Carpeted surfaces and elevator door tracks shall be clean and maintained free of soil or foreign substances. Surfaces shall be clean and free of finger marks, smudges, and spills. Floors requiring a finish shall be maintained at a high luster. All elevators shall be serviced daily.
- (c) Exposed Surfaces, Treads, Risers and Landings: Stairways, escalators, entrances, landings, railings, risers, ledges, grills, doors, radiators, and surrounding areas shall be free of dirt, dust, litter, and debris. All stairwells, escalators, entrances, landings, railings, riders, ledgers, grills, doors and surrounding areas shall be serviced once daily.

- (d) Guard Booth/Desk or Counters: Services provided shall be consistent with “Room Cleaning” specifications of this contract. Guard booths shall be serviced once daily.
- (e) Interior Loading Areas/Platforms/Ramps: The Contractor shall maintain these areas to ensure that trash, debris, and other discarded materials do not accumulate. Frequent monitoring is required. Interior loading areas/platforms and ramps shall be serviced once daily.
- (f) Vending Areas, Break-Rooms, Kitchen, Pantry and Lunch Areas: The Contractor shall perform exterior and interior refrigerator cleaning standard planned services on a weekly basis (every Friday). All areas that are included in the vending space and seating areas shall be clean, sanitized, and free of spillages, food crumbs, spots, smudges, marks, soil, and show no signs of obvious trash and debris. Due to daily, heavy personnel usage, additional cleaning and monitoring shall be provided to ensure these areas and furniture therein is clean and sanitary. Counters, exterior of vending machines and all appliances shall be maintained clean and free of spillages, spots, smudges, or marks. The finished floor area shall be free of dirt, spots, spillages, and soil and shall be maintained in accordance with the “Floor Services” portion of this contract. The interiors and exteriors of the refrigerators shall be completely emptied and cleaned on a weekly basis (every Friday). The exterior and interior of all microwave appliances shall be wiped down and cleaned on a daily basis.

**B.3.1.4 All Spaces Not Specifically Identified Elsewhere in the Contract**

The Contractor shall ensure all space within the building are clean and show no signs of negligent custodial practices. The Contractor shall ensure the following:

- a) Room furnishings and walls shall be free of obvious dirt and dust, cobwebs, and stains;
- b) Floor surfaces shall be maintained and clean and free of dirt, soil substances and debris;
- c) All surfaces shall present a uniform luster, free of spots, scuffmarks, and spillages; and
- d) Horizontal spaces, working papers shall not be disturbed.

**B.3.1.5 Surfaces**

The Contractor shall ensure building surfaces are maintained as follows:

- a) Horizontal Surfaces: All surfaces shall be free of dust, dirt, oil spots, or smudges. Cabinets and desks with papers, computers, and keyboards shall not be disturbed.
- b) Metal, Brass and Woodwork: Surfaces (including corners, crevices, moldings, ledges, hand-rails, grills, doors, door knobs, door frames, kick plates, etc.) shall be free of dust, streaks, spots, hand marks, oil, smudges, dirt, soil substances, encrustation, and streaks and shall present a uniform polished appearance.
- c) Marble Wainscoting: Surfaces shall be maintained clean and free of smudges, dirt, dust, and removable soil substances. Surfaces shall present a uniform luster. Marble surfaces shall be cleaned with a dampened dust cloth. NOTE: THE CONTRACTOR SHALL NOT USE CLEANING SOLUTIONS ON MARBLE SURFACES. Marble Wainscoting shall be done once per week.

- d) **Glass Cleaning:** All glass, clear partitions, mirror surfaces, bookcases, and other glass (within approximately 70' of the floor) shall be clean and free of dirt, dust, streaks, smudges, watermarks, spots and grime, and shall not be cloudy. There shall be no water spots on the glass or adjacent fixtures and furniture. Glass cleaning shall be done every third business day with the exception of restroom mirrors. Restroom mirror service shall be completed daily.
- e) **Drinking Fountains:** All fountains shall be free of dirt, watermarks, and all other debris or encrustations. Drinking fountains shall be sanitized and present a lustrous appearance. Drinking fountain service shall be provided daily.
- f) **General Fixtures:** Fixtures and surfaces shall be clean with no dust, spots, soil substances, discoloration, mold, build-up, or excess moisture.
- g) **Walls: Clean Spots and/or Marks:** Wall surfaces shall be free of smudges, marks, dirt, and spots. Cleaning should not cause discoloration.
- h) **High Dusting/Cleaning:** High dusting/cleaning is any interior room cleaning of seventy inches (70") and above. High dusting services shall be completed every two weeks. Surfaces shall be free from all dust, lint, litter and soil (beyond 70"). Walls shall be free from dirt, smudges and markings. Ceiling shall be free from cob-webs and loose dirt.

#### **B.3.1.6 Trash, Wastebaskets, and Recycling**

- a) **Trash:** All trash (including restrooms) shall be collected and removed. Trash containers shall be emptied and kept clean, odor-free, and free of dirt, dust, debris, residue, and spilled materials. Plastic liners for all trash, debris containers, and recycling bins shall not be torn, worn, or contain residue.
- b) **Recycling:** The Contractor shall provide all labor, equipment, and means to collect and transport recyclable materials from recycling bins and containers located throughout the building to storage and loading areas. Recycling containers shall be emptied and kept clean, odor-free, and free of dirt, dust, debris, residue, and spilled materials. Plastic liners for all trash, debris containers, and recycling bins shall not be torn, worn, or contain residue. Cardboard side of desk recycling boxes shall be provided by the Contractors to each individual within the facility. Multiport Trash and Recycling common area bins shall be provided by the Contractors to each common area (i.e. break room, lunchroom, and etc.) within the facility.
- c) **Hazardous Materials:** The Contractor shall notify the COTR, BM, and/or BMS of any item or material identified by the EPA (Applicable Document #2) and local regulatory agencies as hazardous waste, hazardous materials, or Universal Waste, observed in the trash or recycling receptacles. Typical prohibited wastes include, but are not limited to, fluorescent light bulbs, thermostats, thermometers, most chemicals, and batteries (40 CFR Parts 260-273) (Applicable Document #3).
- d) **Trash and Recyclables Collection Process:** The standards established from the ruling in the District case DC Gov. VS. Sierra Club 2001(Revised 2005) (Applicable Document #8) Attachment F dictates responsibilities for District solicitations of recycling services and Contractor reporting of recycling data.
- e) **Collection and Disposal:** The Contractor shall provide clearly labeled "Recycling Only" Utility Collection Carts to collect and transport recyclable materials within the

Facility. The Contractor shall never store or transport recyclables and trash together (even if bagged separately) in the same Utility Collection Cart, unless it is in a compartmentalized cart in order to avoid or give the appearance of contamination.

1. The Contractor shall collect recyclables on a daily basis from offices where large and mid-sized centralized containers are located. Centralized containers may be large white corrugated boxes approximately 42” high holding white ledger paper and/or mixed paper and smaller corrugated boxes approximately 18” high newspapers. Other centralized containers may also be composed of a plastic material. Utility Collection Carts containing recyclable materials shall be taken to the loading dock or designated hauling pick-up point within the premises to be emptied into “Recycling” designated hauling containers for transport to a recycling center.
  2. Contractor shall provide descriptive labels (Spanish and English) on all containers used to transport trash or recyclables to the loading dock or designated hauling pick-up point within each building.
  3. Contractor shall, at a minimum collect, for recycling purposes the following materials (mixed office paper, including newspapers and inserts, soft cover publications, catalogs, unwanted mail, magazines, all other paper, any color any size), paperboard, corrugated boxes, food and beverage containers made of glass, plastic, tin and aluminum, toner cartridges, or other recyclable materials as deemed appropriate by the District).
  4. Contractor shall pull corrugated containers from the trash stream and place them in designated recycling containers. The Contractor shall, if necessary, bundle or bind the corrugated containers to facilitate transport by the recycling hauler. Note: corrugated cardboard shall never be placed in trash dumpsters or compactors for disposal.
  5. The Contractor shall set aside all broken furniture, wooden pallets and similar large objects for bulk collection pick-up.
  6. The Contractor shall weigh each week all recycling materials using scales (1) at facilities with existing scales, (2) for facilities without scales, the Contractor shall complete and submit the Weekly Recyclable and Trash Weight forms to the COTR. The forms shall include, at a minimum; location, date, size of container, container contents, weight of container (if applicable), quantity of full containers and partially filled containers to the nearest quarter. All forms shall be approved by the COTR.
- f) Plate Glass: All glass (to include glass over and in exterior and vestibule doors, spandrel glass, all plate glass around entrances, lobbies, and vestibules) shall be clean and free of dirt, grime, streaks, and moisture and shall not be cloudy.
- g) Window Washing-Interior: Window sashes, sills, woodwork, and other surrounding of glass shall be wiped free of drippings and other watermarks. In addition, windows shall be thoroughly cleaned (free of dirt, grime, streaks, and moisture, and shall not be cloudy) from corner to corner on the interior on a semi- annual basis.

### **B.3.1.6.1 Window Blinds and Coverings (Not including Drapes, Curtains, and Unique Coverings)**

- a) Windows: Windows services shall be completed on a semi-annual basis.
- b) Dusting: All blinds and coverings, cord tapes, and valances shall be clean and free of dust and spots (Completed monthly). Non-operational blinds and coverings shall be reported to the COTR, BM, and/or BMS for repair.
- c) Washing: Both sides of blinds and coverings shall be washed. This service shall be completed as a supplemental service, as described in Section B.3.3.

### **B.3.2 EXTERIOR CLEANING**

The Contractor shall provide standard services and standard planned services of a custodial nature for the exterior of various facilities as described below.

#### **B.3.2.1 General Appearance and Policing**

**B.3.2.1.1** The Contractor shall provide exterior standard services for the work items listed below. The Contractor shall ensure all exterior areas are clean in appearance, free of litter, dirt, trash, debris and discarded items with no obvious signs of removable stains or foreign matter on concrete, brick, or other hard surfaces. The Contractor shall ensure all exterior areas surrounding the building shall be policed at a frequency to prevent trash and debris from accumulating; this includes the possible deposition of syringes, human and avian excrement.

**B.3.2.1.2** The Contractor shall take into consideration that exterior grounds are heavily used as a smoking area; therefore, policing services are required at a frequency to maintain a clean appearance. Hosing down exterior areas surrounding the building may be required by the COTR, BM, and/or BMS, weather permitting. When exterior cleaning or policing is performed, persons shall use all safety equipment and procedures required in Occupational Safety and Health Administration (OSHA) 29 CFR 1910.1030 (Applicable Document #1).

**B.3.2.1.3** The Contractor shall provide exterior cleaning services s twice-daily, once in the morning and a second time in the late afternoon.

#### **B.3.2.2 Policing Outside Areas**

The Contractor shall ensure, at a minimum, the following exterior cleaning services are provided:

- (a) Policing: All areas including lawn, grounds, planted areas, sidewalks, hard surfaces, parking areas, garages, docks, trash/recycling bins, platforms, driveways, ramps, lanes, etc.) shall be clean of gum, litter, debris, paper, trash, and other discarded material;
- (b) Unimproved Grounds: All areas shall be cleared of trash, debris, and other discarded material each time the native grasses, weeds, etc. are cut.
- (c) Fence Lines: Fence lines shall be cleared of trash, debris, and other discarded material;

(d) Exterior Trash Dumpsters, Compactors, and Recycle Bins: The Contractor shall maintain the areas around the exterior bins free of trash, debris, and clutter.

**B.3.2.3 Exterior Plate Glass** The Contractor shall ensure all glass including spandrel glass, glass over and in exterior and vestibule doors, all plate glass around entrances, lobbies, and vestibules is clean and free of dirt, grime, streaks and moisture, and shall not be cloudy.

**B.3.2.4 Exterior Window Washing**

**B.3.2.4.1** The Contractor shall perform exterior window washing standard planned services on a semi-annual basis. The Contractor shall clean both sides of the glass to ensure the glass is clean and free of dirt, grime, streaks and moisture, and shall not be cloudy. The Contractor shall wipe and clean window sashes, sills, woodwork, and other areas surrounding the glass so that the area is free of drippings and other watermarks. Cleaning frequencies that are additional to standard planned services shall be completed on a supplemental reimbursement basis to the Contractor.

**B.3.2.4.2** The Contractor shall ensure window washing work is performed consistent with safety requirements promulgated by the OSHA (Applicable Document #1) including adequate fall protection for window washers.

**B.3.2.5 Exterior Canopies**

The Contractor shall ensure all canopies and anything affixed to, or included in the surfaces of canopies shall be clean and free of all dirt, dust, cobwebs, nests, bird excrement, trash, and debris on an annual basis.

**B.3.2.6 Exterior Hard Surface Areas**

**B.3.2.6.1** The Contractor shall ensure all areas including sidewalks, brick areas, hard surfaces, parking areas, garages, docks, moats, platforms, driveways, ramps, lanes, etc. shall be clean and free of dirt, debris, gum, litter, gravel, weeds, oil, and grease with no residual dirt. In addition, the Contractor shall ensure all spill residue and clean-up materials be disposed in accordance with the EPA and local regulatory agency requirements.

**B.3.2.6.2** The Contractor shall provide, for the purpose of removal of trash, debris, and spill residue exterior hard surface area services cleaning twice daily, once in the morning and a second time in the afternoon.

**B.3.2.6.3** The Contractor shall provide, for the purpose of removal of gum, hard debris, oil and grease, exterior hard surface services shall be performed every other week.

**B.3.2.7 Exterior Ash Receptacles and Trash Containers**

The Contractor shall collect and remove all trash to a location designated by the COTR, BM and/or BMS. The Contractor shall empty trash containers and ash receptacles and ensure

receptacles are emptied and kept clean, odor-free, and free of dirt, dust, ash, cigarette butts, debris, residue, and spilled material. The Contractor shall replenish sand in ash receptacles as necessary. The Contractor shall replace and ensure plastic liners for all trash containers are not torn, worn, or contain residue. The Contractor shall provide exterior ash receptacles and trash container services on a daily basis, unless otherwise specified by the COTR.

#### **B.3.2.8 Exterior Surfaces (Signs, Vending machines, Tables, and etc.**

The Contractor shall clean exterior surfaces ensuring the surface is free of dirt, dust, residue, streaks, spots, soil substances, discoloration, or cloth streak with spill residue and clean-up materials /disposed of properly.

#### **B.3.2.9 Parking Structures, Parking Lot(s), Garages, and Exterior Loading Dock Areas**

**B.3.2.9.1** The Contractor shall remove all dirt, debris, residue, gum, grease, and tar in an environmentally sound manner to minimize the amount of waste washed into the storm sewers or onto the ground. The Contractor shall ensure areas are clean and free of dirt, water, streaks, mop marks, and oil spill(s). Spill residue and clean-up materials shall be disposed in accordance with the Environmental Protection Agency (EPA) (Applicable Document #2), and local regulatory agency requirements.

**B.3.2.9.2** The Contractor shall maintain these areas to ensure that trash, debris, and other discarded materials do not accumulate. The Contractor shall perform daily policing.

**B.3.2.9.3** The Contractor shall conduct annual pressure washing of all floors and walls of the exterior loading dock areas only. Cleaning frequencies that are additional to standard planned services shall be completed on a supplemental reimbursement basis to the Contractor.

**B.3.2.9.4** The Contractor shall police parking Structures, parking lots, garages, and exterior loading docks services are required once a day, each day and should be provided toward the later part of the work day.

#### **B.3.2.10 Exterior Excrement Removal (Human)**

The Contractor shall ensure all steps and stairs, entrances, sidewalks, arcades, landings, balconies, and ledges shall be cleaned of all excrement while following established safety precautions as outlined in the Center of Disease Control (CDC) protocols (Applicable Document #15). The Contractor shall maintain knowledge of cautionary requirements in cleaning areas contaminated by human excrement. The Contractor shall fully train all employees designated to perform these services in accordance with OSHA standards (Applicable Document #1). NOTE: Historically, excrement removal practices often mandate the application of a disinfectant on the excrement prior to its removal and/or on the affected surfaces after the removal process. Nowadays, most authorities agree that there is no need to apply anything to the excrement except water, although the use of a detergent will help remove the excrement from the surface. Since the route of the infection with harmful organisms living in the excrement is via respiration, they

are rendered biologically neutral if they are not airborne. In many cases, the most efficient way to apply water under low pressure to dry excrement is by means of a hand-operated sprayer.

**B.3.2.11 Pest and Rodent Removal** All trapping devices used to achieve rodent control inside occupied buildings are monitored. The Contractor is responsible for notifying the building manager and COTR in writing within twenty (24) hours of locating any trapped rodents in authorized trapping devices.

### **B.3.3 SUPPLEMENTAL SERVICES**

In addition to the daily janitorial services described in Section B.3.1 through Section 3.2.11 the Contractor shall provide specialized cleaning requirements as described below.

**B.3.3.1** The Contractor shall provide interior and exterior supplemental services to fulfill the District's intermittent need for work that is outside the required frequency of standard or standard planned services. These services are in addition, not in replacement of, the services specified as standard or standard planned and described in Section B.3.1 and B.3.2.

**B.3.3.2** The determination of whether such services qualify as supplemental depends upon when and why the service is performed.

**B.3.3.3** The Contractor shall provide all supplemental services when requested and approved in writing by the Contract Officer (CO).

**B.3.3.4** The Contractor shall upon the CO or COTR approval proceed to perform the supplemental services within forty-eight (48) hours upon initial notification for normal request for service, or within two (2) hours upon initial notification if under emergency situation. The Contractor shall adhere to approval times to commence performance and acceptable completion of such tasks as directed by the COTR.

**B.3.3.5** The Contractor shall submit invoices for supplemental services separate from the monthly fixed invoices for standard services.

#### **B.3.3.6 Cost Reimbursement Ceiling for Supplemental Services**

- (a) The cost reimbursement ceiling for Supplemental Services will be established under the contract.
- (b) The costs for performing Supplemental Services for this contract shall not exceed the cost reimbursement ceiling.
- (c) The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceiling.
- (d) The Contractor must notify the CO in writing, whenever it has reason to believe that the total cost for performance of this contract will be either greater or substantially less than the cost reimbursement ceiling.
- (e) As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.



- (f) The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling. The Contractor is not obligated to continue performance under this contract, including actions under the Termination clauses of this contract, or otherwise incur costs in excess of the cost reimbursement ceiling, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides the Contractor with a revised cost reimbursement ceiling. No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.
- (g) If the cost reimbursement ceiling is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if it incurred afterwards, unless the CO issues a termination or other notice directing the Contractor that the increase is solely to cover termination or other specified expenses.
- (h) A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling, unless the change order specifically increases the cost reimbursement ceiling.
- (i) Only costs determined in writing to be supplemental in accordance with the cost principles set forth in rules issued pursuant to Title VI of the D.C. Procurement Practices Act of 1985 shall be supplemental.

### **B.3.3.7 Approvals**

After approval by the District, the Contractor may perform Supplemental Services. Any cost of \$5,000.00 or more will require the CO's approval through a Task Order. In addition to payments based on the firm fixed-price, the District will pay the Contractor on a direct cost reimbursement basis when supplemental services are performed on request and are outside the scope of standard services" or "standard planned services" basic standard services.

### **B.3.4 GREEN CLEANING**

**B.3.4.1** The Contractor shall reduce the environmental impacts of the work performed under this contract, by using environmentally sound practices, processes and products to the maximum extent.

**B.3.4.1.1** The Contractor shall use green cleaning products and processes, and shall demonstrate such capability by submitting a Green Cleaning Plan (GCP) to the COTR. The GCP shall describe methods, materials, and equipment used under the contract.

**B.3.4.2** The Contractor's shall submit to the COTR a Green Cleaning Product Volume Report which shall clearly report the use by liter volume amount by facility of Green Cleaning products used. Green cleaning products and processes include, but are not limited to, products containing recycled content, bio based products, and products and/or services that minimize the use of

energy, water, and other resources. Specific products of concern with specified Post-Consumer Recycled Content (PCRC) amounts are as follows:

- (a) Trash Liners shall contain a minimum of 20% PCRC and
- (b) Products shipped in recyclable packaging (i.e. cardboard packaging) shall contain a minimum of 35% PCRB.

**B.3.4.3.1** In addition, the Contractor shall utilize environmentally preferable products and services (i.e. paper goods) meeting EPA CPG requirements (Applicable Document #2) and are chlorine free and vacuum equipment with HEPA filtration.

### **B.3.5 JANITORIAL SERVICES SUPPORTING REQUIREMENTS**

#### **B.3.5.1 Requirements and Work Schedule**

##### **B.3.5.1.1 Work Schedules**

The contractor shall have 24/7/365 access to the facility and is able to perform some janitorial duties during the evenings and overnight. The hours are determined by the operational needs of the agency. For example, residential areas cleaned until the youth are active for the day. However, staff parking lots and public spaces are available for janitorial services earlier.

- (a) Public Space – Cleaning services for administrative areas and inter office spaces after 4:00 PM
- (b) Housing Units – 8:30 AM – 2:00 PM (Some floor care may be accomplished after 9:00 PM)
- (c) Culinary Unit – Floors only one night a week after 5:00 PM Friday.
- (d) Medical Unit – Daily after 8:00 PM (trash or spills, and exam rooms and clinic medical hold as needed)
- (e) Barber Shop – Anytime barber is not working between 9:00 AM and 5:00 PM
- (f) Gymnasium/Auditorium – Once a day after 4:00 PM (this time may change based on programming and operations)
- (g) Lobby area – Clean area daily after 9:00 PM or as needed

##### **B.3.5.1.2 Staffing Schedule**

The Contractor shall develop and submit a detailed staffing list within to include, but is not limited to, name and the number of staff to be assigned to each building, hiring plans, and shift schedules. The Contractor shall provide the COTR with an emergency contact telephone number(s) and emergency contact email address.

### **B.3.5.1.3 Supervision**

The Contractor shall provide the supervision of staff and make the management and operational decisions required to successfully provide the required services at the quality standards described.

### **B.3.5.1.4 Strike Contingency Plan**

The Contractor shall develop and submit a Strike Contingency Plan (SCP). The SCP shall describe in detail how the Contractor shall staff the building to provide the required services in event of a strike by the Contractor's employees.

### **B.3.5.1.5 Staff Training**

**B.3.5.1.5.1** The Contractor shall communicate all terms, standards, policies and conditions outlined within this scope of work to Contractor employees. The Contractor shall provide a training program to ensure that Contractor employees are capable of successfully accomplishing all work task(s) under this contract.

### **B.3.5.1.5.2 Training and Certifications**

The SCP shall describe in detail how the Contractor shall provide personnel that meet experience requirements, assuring the Government that all temporary or replacement employees (including sub-Contractor employees) shall meet the experience and certification requirements defined in this contract.

### **B.3.5.1.6 Employees Contact**

The Contractor shall provide the names of the Contractor's employees as well as subcontractors and their employees who will fulfill the requirements of this contract to the COTR. The Contractor shall provide a list of contacts for each job site (names, titles & phone numbers) to the COTR.

### **B.3.5.1.7 Daily Sign-In and Sign-Out**

The Contractor shall keep a daily sign-in/sign-out log of Contractor personnel.

### **B.3.5.1.8 Security Requirements**

- (a) The Contractor shall comply with all security requirements and procedures of the facility.
- (b) The Contractor shall conduct routine pre-employment criminal record background checks of all of the Contractor's staff that will provide services under this contract as permitted by D.C. law. Except for professionals in accordance with D.C. Office Code 3-1201.01, et seq. The Contractor shall not employ any staff in the fulfillment of the work under this contract unless said person has undergone a background check, to

- include National Criminal Information Center Report and Child Protective Services Report (Abuse and Neglect).
- (c) The Contractor shall provide the results of the background checks for each employee proposed to deliver services under this contract. Background checks for subsequent staff intended to perform services under this contract shall be provided to the COTR. The Contractor(s)' staff may begin employment pending the results of the criminal background checks, but immediately be terminated should the Contractor or DGS determine the staff member is not suitable for employment based on the results of the criminal background checks. Additionally, the Contractor's staff may begin employment pending the results of the criminal background checks but the staff member shall be supervised at all times pending the results of the criminal background checks and at no time provide services to youth residences independent of supervision.
  - (d) The Contractor shall conduct the criminal record background checks on an annual basis and for newly acquired employees. The Contractor shall disclose to DGS through the COTR, any arrests or convictions that may occur subsequent to employment. Any conviction or arrest of the Contractor's employees after employment shall be reviewed by DGS which will determine the employee's suitability for continued employment.
  - (e) The Contractor shall maintain staff records including applications, licenses, certifications, security and medical clearances, satisfactory criminal background clearance, child protection register clearance, drug and alcohol screening.
  - (f) The Contractor's staff shall wear neat, clean, and professional attire. The attire shall include distinctive apparel identifying staff as Contractor's employees.
  - (g) The Contractor's staff shall wear identification badges at all times. The identification badges shall provide company logo, employee's name, and employee photograph.
  - (h) The Contractor shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards (Applicable Document #1) for the products being used.
  - (i) The Contractor shall obtain Facility Access Badges for all staff and the staff of subcontractors, as applicable, prior to providing services: All contractors are required to obtain a contractor ID and access badge from the District. The Contractor is responsible for all costs associated with obtaining id and access credentials/badges. The Contractor shall obtain clearance and credentials by completing the following steps:
    - 1. Visit the Metropolitan Police Department Henry J. Daly Bldg., 300 Indiana Avenue NW, Washington, DC;
    - 2. Complete a PD Form 70 (Criminal History Request) for a record check. This form is available at the Arrest and Criminal History Section; Room 3055. Most requests will be processed while you wait, generally between 15-45 minutes. One of the following documents are needed to make the request:
      - (a) Government Issued Photo ID, such as, Driver's License or Non-Driver's ID

- (b) Original Birth Certificate **and** Social Security Card.
3. Pay a fee of \$7 is required (cash or money orders only, payable to DC Treasurer; no credit cards or personal checks);
  4. Complete and sign the Non-Employee ID Credential Request form once Police Clearance has been obtained;
  5. Submit the Police Clearance documentation, original ID Credential Request form and a legible copy of the staff member's driver's license to DGS for processing.

**B.3.5.2 Equipment and Supplies**

**B.3.5.2.1 Equipment Inventory**

The Contractor shall provide an inventory list of equipment and supplies that will be used to fulfill the requirements of this contract to the COTR.

**B.3.5.2.2 Supplies and Green Products**

**B.3.5.2.2.1** The Contractor shall provide Safety Data Sheet (SDS) all products used. The Contractor shall provide new SDS if products change. The Contractor shall maintain copies of all forms should be housed at each facility and copies provided to the COTR.

**B.3.5.2.2.2** The Contractor shall utilize environmentally preferably janitorial products, specifically: The Contractor shall provide environmentally preferable and effective janitorial products that support the District's environmentally preferable purchasing (EPP) initiative (Applicable Document #10) which emphasizes products and services that have a lesser or reduced effect on human health and the environment, when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal. Janitorial products subject to the requirements of this clause include the following:

<b>Janitorial Products Subject to Green Cleaning or Environmentally Friendly Clause</b>	
All Purpose Cleaner	General Degreaser
Bathroom Cleaner	General Disinfectant
Bathroom Deodorizer	Glass/Window Cleaner
Bathroom Disinfectant	Graffiti Remover
Bathroom Hand Cleanser/Soap	Gum Remover
Carpet Cleaner	Lime and Scale Remover
Chrome and Brass Cleaner/Polish	Solvent Spotter
Floor Stripper/Finisher	Urinal Deodorizer/Cleaner
Furniture Polish	Wood/Floor/Wax Cleaner\

### B.3.5.2.2.3 Prohibited Cleaning Products

The Contractor shall not use the following products, because they pose an unacceptable risk to the person using the product, building occupants and the environment:

<b>Janitorial Products Subject to Prohibited Cleaning Products Clause</b>	
Alkyl phenol Ethoxylates	Naphthalene
Benzyl Alcohol	Nitrilotriacetic Acid
CFC-22; Chlorodifluoro Methan	Paradichloro benzene
Coconut Oil	Perchloroethylene
Diethanolamine	Tetrachloroethylene
HCFC-142b	Toluene
Lauric Acid Diethanolamine	Tributyl Tin
Methyl Chloroform; 1,1,1,-TCE	Trichlorethylene
Methyl Ethyl Ketone	

### B.3.5.2.3 Delivery of Supplies

The Contractor shall schedule its supply deliveries during times that cause minimum disruption and inconvenience to District agency operations. Unless otherwise approved by the COTR, such deliveries shall be made weekdays before 6:00 p.m. and/or on weekends. Additionally a Supply Delivery Schedule shall be submitted for the review and approval of the COTR.

### B.3.5.3 Service Call Program

The Contractor shall implement an effective service call program to address calls for the interior and exterior cleaning services to result in prompt, professional, and courteous resolution of tenant concerns. The Contractor's service call program shall address or include the following:

- (a) Operating policies and procedures with emphasis on customer service, quality, and responsiveness;
- (b) Provide the appropriate administrative staffing, during building(s) operating hours and during the Contractor's regular after hours cleaning schedule, to directly receive, record, respond, and track and monitor the resolution of all service calls;
- (c) Respond within two (2) hours to routine service calls;
- (d) Respond within one (1) hour to urgent service calls;
- (e) Include a method of recording customer calls, the time to complete the service call, and the corrective action taken. These records shall be made available for review by the COTR on a monthly basis and as back up supporting documentation to all monthly invoices; and
- (f) Notify the COTR immediately if a service call cannot be resolved.
- (g) The Contractor shall remain on the job until each emergency situation is corrected.

#### **B.3.5.4 Quality Control Plan (QCP)**

**B.3.5.4.1** The Contractor shall establish and implement a complete Quality Control Plan (QCP) to ensure the required services are provided effectively and successfully. The Contractor's QCP shall be a system for identifying and correcting deficiencies in the quality of service delivery before the level of performance becomes unacceptable and identify areas to improve service delivery. The QCP shall be prepared by the Contractor and provided to the COTR for review and approval. The Contractor shall not start work until the QCP is accepted and the proper security clearances obtained. Refer to Section B.3.5.1.8 of the solicitation, in regard to proper security clearance requirements.

**B.3.5.4.2** The Contractor's QCP shall be a living document and shall adjust to ensure the optimum delivery of service and the satisfaction of tenants. The QCP shall, at a minimum, include or address the following:

- (a) How the Contractor will control quality of supplies and services;
- (b) How project management, inspections, plan implementation, process improvement changes, correction of deficiencies, and green cleaning compliance will be accomplished;
- (c) How it will monitor and respond to service calls and the resolution of complaints;
- (d) Integration of resolutions to complaints and corrective actions to improve service delivery;
- (e) An inspection plan or checklist tailored to the specific building(s) being cleaned and serviced under this contract. The inspection plan or checklist shall detail how services at the work site shall be inspected to ensure that the outcome of the work meets all the quality standards set forth in the Contract and shall include, but is not limited to:
  - 1. Date of inspection perform
  - 2. Location of inspection
  - 3. Description of findings
  - 4. Description of action(s) taken (if necessary)
  - 5. Signature and date of completion

#### **B.3.5.5 Communication Plan**

**B.3.5.5.1** The Contractor shall keep the Contracting Officer Technical Representative (COTR) informed of current status of the work being performed, provide work schedules and provide other pertinent information needed by the COTR.

**B.3.5.5.2** The Contractor shall prepare and provide to the CO, COTR, and BM a communication plan detailing how the Contractor will use technology (two-way digital communication) to communicate with District Representatives, to receive and respond to service calls, emergencies, status of projects, invoicing, general communication, tenant complaints etc. The Communication Plan shall include, at a minimum, detailed provisions for:

- (a) Two-way devices (Blackberry, I-Phone and etc.) by all Contractors supervisory staff;

- (b) Standard procedures for submission of requested documents in electronic (PDF and/or Word Files) and printed format;
- (c) Provide key operational personnel (managers or supervisors) with portable electronic means to communicate with the District for service calls, emergencies, status of projects, etc.;
- (d) Electronic receiving and transmitting methods may include the following:
  - 1. A text-messaging device used to send and receive messages. Contractor is responsible for all costs associated with electronic messaging device.
  - 2. A portable email device used to send and receive messages.

### **B.3.5.6 Exposure Control Plan**

The Contractor shall develop and maintain an Exposure Control Program fully compliant with Occupational Safety and Health Administration (OSHA) 29 CFR 1910.1030 (Applicable Document #1), not limited to Bloodborne Pathogens, including exposure control, Hazard Communications, and Personal Protective Equipment to protect its staff and the DYRS community for each building under the contract. A copy of this document shall be made available to the COTR upon request.

### **B.3.5.7 Pandemic Plan**

The District is required by the National Strategy for Pandemic Influenza Preparedness and has prepared a plan to safeguard its employees and provides for continued operations in the event of an influenza pandemic. The Contractor shall also prepare a plan that outlines the steps that they shall take to prevent and reduce the spread and mitigate the potential effect of an influenza pandemic on custodial operations. Given the unpredictable length and severity of a pandemic the Contractors plan shall link their planned actions to the periods and phases established by the World Health Organization for a pandemic cycle.

### **B.3.5.8 Meetings**

#### **B.3.5.8.1 Monthly**

The Contractor shall plan and schedule monthly meetings with the COTR to remedy deficiencies identified during the month.

#### **B.3.5.8.2 Quality Control Meetings**

The Contractor shall attend quarterly meetings held between the Contractor and the COTR and BM. The purpose of these meetings will be to discuss the Contractor's performance, areas of deficiencies, areas of satisfaction, and tenant needs or concerns. Frequencies of these meetings may be increased or decreased depending upon performance as determined by the COTR.

#### **B.3.5.8.3 Partnering Meeting**

**B.3.5.8.3.1** Partnering is working together towards a common interest or goal.



The Contractor shall attend at least one partnering session with the CO, COTR, and DYRS Facilities staff after the Post-Award conference. Other sessions may take place during the course of the contract at the option of either the District or the Contractor.

**B.3.5.8.3.2** The Contractor shall attend at least one partnering session with the District after the Post-Award conference. Other sessions may take place during the course of the contract at the option of either the District or the Contractor. Both parties will re-visit the idea of having a partnering session on the anniversary date of the contract. Each partnering session will be held at a mutually agreed time and location.

The Contractor shall provide the COTR of the facility notification at least 30 days in advance of the following activities:

- (a) Annual power washing of building entry/exit points and loading dock.
- (b) Annual (and semi-annual) cleaning of the exterior windows.
- (c) Semi-Annual cleaning of the lockers in the locker room.
- (d) Daily cleaning of the carpeted areas.
- (e) Quarterly-Annual cleaning of the canopies.
- (f) Annual wipe down of personnel duty lockers.
- (g) One week notice required stripping, sealing, and waxing of the VCT areas.
- (h) Monthly (Auto scrubbing) of the cell block and sally port areas.

**B.4 DELIVERABLES**

The Contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable.

**B.4.1** The Contractor shall submit to the District, as a deliverable, the report described in section C.3.2 of this contract that is required by the fifty-one percent (51%) District Residents New Hire Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to Section C.3.2.

No.	Deliverable	Due Date
1	Green Cleaning Plan (C.3.4.1.1)	Within 10 days of Contract Award
2	Green Cleaning Product Volume Report (C.3.4.2)	Monthly
3	Staffing Schedule (C.3.5.1.2)	Within 5 days of Contract Award
4	Strike Contingency Plan (C.3.5.1.3)	Within 10 days of Contract Award
5	Employees Contact List (C.3.5.1.6)	Within 5 days of Contract Award
6	Background Checks (C.3.1.5.8 (b) and (c))	Initial Staff within 5 days from Contract award;

		<p>New Hires within 5 days of the new staff member's effective date;</p> <p>Annually for all staff within one five days of the exercise of options, if exercised by the District</p>
7	Inventory List of Equipment (C.3.5.2.1)	Within 10 days of Contract Award
8	Service Call Program (C.3.5.3)	Within 10 days of Contract Award
9	Quality Control Plan (C.3.5.4)	Within 10 days of Contract Award
10	Communication Plan (C.3.5.5)	Within 10 days of Contract Award

## **SECTION C ECONOMIC INCLUSION**

### **C.1 PREFERENCE FOR SMALL, LOCAL, AND DISADVANTAGED BUSINESS ENTERPRISES**

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

- (a) Three points for a small business enterprise;
- (b) Five points for a resident-owned business;
- (c) Five points for a longtime resident business;
- (d) Two points for a local business enterprise;
- (e) Two points for a local business enterprise with its principal office located in an enterprise zone;
- (f) Two points for a disadvantaged business enterprise;
- (g) Two points for a veteran-owned business enterprise; and
- (h) Two points for 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.

#### **C.1.1 Preferences for Certified Joint Ventures**

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a (h).

**C.1.1.2** Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW, Suite 850N  
Washington DC 20001

**C.1.1.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

## **C.2 SUBCONTRACTING PLAN**

An Offeror responding to this solicitation which is required to subcontract shall be required to submit with its bid, any subcontracting plan required by law. Bids responding to this RFP shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 50% of the dollar volume of the contract shall be subcontracted in accordance with Attachment I.

### **C2.1 Subcontract Plan Form**

A Subcontract Plan Form is provided in Attachment I.

#### **C.2.1.1 Subcontracting Plan Requirements**

- 1) **Mandatory Subcontracting Requirements**
  - (a) Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 50% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
  - (b) If there are insufficient SBEs to completely fulfill the requirement of paragraph (a)(1), then the subcontracting may be satisfied by subcontracting 50% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
  - (c) A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections (a)(1) and (a)(2) of this clause.
  - (d) Except as provided in (a) (5) and (a) (7), a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 50% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
  - (e) A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort

shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

- (f) Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- (g) A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

## **C.2.2 SUBCONTRACTING PLAN**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 50% of the dollar volume of this contract in accordance with the provisions of section (a) of this clause. The plan shall be submitted as part of the bid and may only be amended with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District.

**C.2.2.1** Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor;
- (2) A current certification number of the small or certified business enterprise;
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor will pay each subcontractor.

## **C.2.3 COPIES OF SUBCONTRACTS**

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

## **C.2.4 SUBCONTRACT PLAN AND COMPLIANCE REPORTING**

If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- i) The price that the prime contractor will pay each subcontractor under the subcontract;
- ii) A description of the goods procured or the services subcontracted for;

- iii) The amount paid by the prime contractor under the subcontract; and
  - iv) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.
- a) If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

### **C.2.5 ANNUAL MEETINGS**

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

### **C.2.6. NOTICES**

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

### **C.2.7 ENFORCEMENT AND PENALTIES FOR REACH OF SUBCONTRACTING PLAN**

- 1) A Contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.
- 2) A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
- 3) If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in clause 8 of the SCP, Default.

### **C.2.8 CBE AS PRIME CONTRACTOR**

A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of Section C.2.

### **C.3 RESIDENCY HIRING AND FIRST SOURCE EMPLOYMENT REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS**

#### **C.3.1 District Residents Hiring**

At least fifty-one percent (51%) of the Offeror's employees and every subcontractor's employees hired after the Offeror enters into a contract with the Department, or after each subcontractor enters into a contract with the Offeror, to work on this contract, shall be residents of the District of Columbia. Upon execution of the contract, the Offeror and each of its subcontractors, if any, shall submit to the Department a list of current employees that will be assigned to the contract, the date that they were hired and whether or not they live in the District of Columbia.

#### **C.3.2 FIRST SOURCE EMPLOYMENT AGREEMENT**

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, and all successor acts thereto and the rules and regulations promulgated thereunder. The Offeror and all subcontractors 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 (Attachment D) with the D.C. Department of Employment Services ("DOES"); (ii) make best efforts to hire at least 51% District residents for all new jobs created by the contract; (iii) list all employment vacancies with DOES; and (iv) submit monthly compliance reports to DOES by the 10<sup>th</sup> of each month.

## **SECTION D EVALUATION AND AWARD CRITERIA**

### **D.1 METHOD OF AWARD**

The Department intends to award the work for each facility to the responsive and responsible Offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified in this solicitation, except that the same contractor cannot receive an award for more than one facility. This procurement is being conducted in accordance with the provisions of Section 4721 of the Department's Procurement Regulations (27 DCMR).

**D.1.2** Any Offeror receiving a contract under this solicitation shall be CBE certified by DSLBD at the time of award and shall remain CBE certified throughout the term of the contract.

### **D.2 EVALUATION PROCESS**

The Department will evaluate proposals 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 proposal will be evaluated in accordance with the provisions of this Section D by an Evaluation Committee. The Evaluation Committee will 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 proposal(s) is determined to be the most advantageous in meeting the service needs of the Department.

### **D.4 ORAL PRESENTATION**

The Department 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**

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**

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**

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 Project, including the qualifications of key personnel

#### **D.4.5 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.

#### **D.5 EXPERIENCE & REFERENCES/ PAST PERFORMANCE (25 points)**

The Offeror shall provide at a minimum the following to demonstrate the Offeror's relevant experience and past performance:

- 1) A description of the Offeror's overall experience as a prime contractor and a sub-contractor providing services similar in size and scope as those described in Section B.3.
- 2) A list of **all** contracts that the Offeror has worked on in the last 5 years that are similar in size and scope to that described in this RFP. For purposes of this paragraph, similar shall mean comparable scopes of work, similar (comparable) complexity, and comparable price. This information may be provided in a table format; however, it should include the following:
  - (a) Name of the client
  - (b) Title and description of the project
  - (c) Contract number
  - (d) Total dollar amount of the contract
  - (e) The contract's period of performance
  - (f) Name and title of the contact person and the contact person's telephone number and email address.

#### **D.6 KEY PERSONNEL/PROJECT STAFF (30 POINTS)**

The District desires that senior personnel (and daily supervisory staff and frontline employees by task) be assigned to this contract to have experience in completing requirements similar in size and scope. The availability and experience of the key personnel assigned to this project will be evaluated as part of this element. Proposals should identify or provide, at a minimum:

- 1) Organizational chart identifying the staffing plan including the key personnel and staff to contribute toward the (daily operation and) fulfillment of the required services, the reporting, and lines of accountability;
- 2) Position description for each staff/role identified in the Organizational Chart above describing the roles, responsibilities, and function of each position (working at the facility and supervising the contract, to include Operations Manager, facility supervisors, and frontline staff);
- 3) Resumes for Key Personnel and evidence of appropriate licenses and certifications. The key personnel identified will be evaluated on their specific experience and past performance on projects of similar size, type and complexity to the scope of work in this contract. The hours that each will devote to the contract shall be provided in total and broken down by task; and
- 4) Certifications and licenses, as applicable, of other staff.

#### **D.7 PROJECT APPROACH (30 POINTS)**

The Offeror shall provide a discussion of the Offeror's approach and methodology to successfully fulfill the required services. The discussion shall clearly and concisely demonstrate the Offeror's understanding of the DYRS services requirements for Detention and Correctional Facilities. The discussion shall address at a minimum the following requirements:

- 1) Internal Cleaning; (to include floor care)
- 2) External Cleaning;
- 3) Supplemental Services;
- 4) Green Cleaning and Environmentally Preferred Products and Supplies;
- 5) Staff Scheduling, Training and Security Requirements;
- 6) Strike Contingency Plan;
- 7) Service Call Program;
- 8) Quality Control Plan (QCP): to address all aspects of ensuring and sustaining a quality control plan per the requirements of the contract;
- 9) Communication Plan;
- 10) Exposure Control Plan; and Conformance with District and Federal laws and statute

**D.8. PRICE (15 Points)**

Offerors are required to bid a fixed monthly price to provide the services described in Section B- Scope of Work (Attachment A), to cover all of the work specified in Section B. This element of the evaluation is worth up to fifteen (15) points.

**D.9 PREFERENCE POINTS**

Preferences points awarded as stated in Section C.1.

**D.10 TOTAL POINTS**

Total points shall be the cumulative total of the Offeror's technical criteria points, price criterion points and preference points, if any.

## **SECTION E PROPOSAL ORGANIZATION AND SUBMISSION**

### **E.1 PROPOSAL IDENTIFICATION**

Proposals shall be proffered in one original and six (6) copies. The Offeror's proposal shall be placed in a sealed envelope conspicuously marked: "DCAM-15-NC-0115 Janitorial and Related Supplemental Services".

### **E.2 DELIVERY OR MAILING OF PROPOSALS**

Proposals shall be delivered or mailed to:

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

### **E.3 DATE AND TIME FOR RECEIVING PROPOSALS**

Proposals shall be received no later than 2:00 pm E.S.T., on April 25, 2014. The Offeror assumes the sole responsibility for timely delivery of its Proposal, regardless of the method of delivery.

### **E.4 PROPOSAL SIZE, ORGANIZATION AND OFFEROR QUALIFICATIONS**

All proposals shall be submitted on 8-1/2" x 11" bond paper and typewritten. Telephonic, telegraphic, and facsimile proposals 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 proposal shall be organized in the following clearly marked sections:

#### **E. 4.1 Disclosure Form**

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

#### **E.4.2 Executive Summary**

Each Offeror should provide a summary of no more than three pages of the information contained in the following sections.

#### **E.4.3 General Team Information and Firms(s) Data**

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

- a) Name(s), address(es), and role(s) of each firm including all sub-contractors.
- b) Firm profile(s), including:
  - i) Age
  - ii) Firm history(ies)
  - iii) Firm size(s)
  - iv) Areas of specialty/concentration
  - v) Current firm workload(s) related to janitorial and related supplemental services. This should include a listing of all contracts/obligations that the Offeror has with respect to janitorial for 2015.
  - vi) 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 to be listed.
- c) Description of the team organization and personal qualifications of key staff, including:
  - vii) Identification of the single point of contact for the Contractor.
  - viii) 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.

#### **E.4.4 Experience and References/Past Performance (25 points)**

Each Offeror shall submit the information requested in D.5 of the RFP.

#### **E.4.5 Key Personnel/Project Staff (30 points)**

Each Offeror shall submit the information requested in D.6 of the RFP.

#### **E.4.6 Project Approach (30 points)**

Each Offeror shall submit the information requested in D.7 of the RFP.

#### **E.4.7 Price (15 points)**

Each Offeror shall submit the information requested in D.11 of the RFP.

#### **E.4.8 Tax Affidavit**

Offerors must be in full compliance with their District of Columbia tax obligations as a mandatory solicitation criterion. As such, each Offeror must submit a tax affidavit in the form of (Attachment H) in order to be eligible to participate in this procurement.

## **SECTION F BIDDING PROCEDURES & PROTESTS**

### **F.1 CONTACT PERSON**

For information regarding this RFP contact:

Dorene Jackson  
Contract Specialist  
2000 14<sup>th</sup> Street, NW 8<sup>th</sup> Floor  
Washington, D.C. 20003  
Email: [dorene.jackson@dc.gov](mailto:dorene.jackson@dc.gov)  
Phone: (202) 645-9286

Any written questions or inquiries should be sent to Dorene Jackson, Contract Specialist's at the address above by close of business Wednesday, April 8, 2014.

### **F.2 MANDATORY PRE-PROPOSAL CONFERENCE AND WALK THROUGH**

A **mandatory pre-proposal conference and walk through** will be held at the New Beginning Development Center on **April 1, 2015 at 11:00 am**. The NB is located at 8400 River Road in Laurel, MD 20724. Offerors will not be allowed to bring any personal items into the facility for security reasons. Attendance is mandatory for interested Offerors and you must have valid identification to enter the facility.

### **F.3 EXPLANATIONS TO PROSPECTIVE OFFERORS**

Each Offeror shall 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 proposal. 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 proposals 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 Dorene Jackson, Contract Specialist at the address listed in **Section F.1** no later than April 8, 2014 at 2:00 pm. The person making the request shall be responsible for prompt delivery.

### **F.4 PROTESTS**

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

This section is intended to summarize the bid protest procedures and is for the convenience of the Offerors only. To the extent any provision of this section is inconsistent with the Procurement Regulations; the more stringent provisions shall prevail.

#### **F.5 RETENTION OF PROPOSALS**

All proposals shall be retained by the Department and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the proposals shall become the property of the Department and the Department shall have the right to distribute or use such information as it determines.

#### **F.6 EXAMINATION OF PROPOSALS**

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.7 LATE PROPOSALS AND MODIFICATIONS**

- (a) Any proposal or best and final offer received at the Department designated in this RFP after the exact time specified for receipt shall not be considered.
- (b) Any modification of a proposal, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in F.7 (a) stated above.
- (c) The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.
- (d) Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful proposal which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- (e) Proposals shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of proposals.

## **F.8 NO COMPENSATION FOR PREPARATION OF PROPOSALS**

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any proposals submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any proposals, statements, reports, data, information, materials or other documents or items.

## **F.9 REJECTION OF PROPOSALS**

The Department reserves the right, in its sole discretion:

- (a) To cancel this solicitation or reject all proposals.
- (b) To reject proposals that fail to prove the Offeror's responsibility.
- (c) To reject proposals that contain conditions and/or contingencies that in the Department's sole judgment, make the proposal indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- (d) To waive minor irregularities in any proposal provided such waiver does not result in an unfair advantage to any Offeror.
- (e) To take any other action within the applicable Procurement Regulations or law.
- (f) To reject the proposal of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such proposal or this Request for Proposals.

## **F.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 RFP is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

## **F.11 NON-RESPONSIVE PRICING**

In general, the Department will consider a proposal non-responsive if Offeror's price is greater than 150% of the median price submitted by other Offerors. The Department reserves the right to deem a proposal non-responsive if Offeror's price is greater than 150% of the independent government estimate.

## **F.12 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS**

In addition to other proposal submission requirements, the Offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code §2-534, in order for the District to comply with §2-536(b) that requires the District to make available electronically copies of records that must be made public. The



District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a) (1).

## **SECTION G INSURANCE REQUIREMENTS**

### **G.1 REQUIRED INSURANCE**

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

#### **G.1.1 General Requirements**

The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

##### **G.1.1.1 Commercial General Liability Insurance**

The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

##### **G.1.1.2 Automobile Liability Insurance**

The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

### **G.1.1.3 Workers' Compensation Insurance**

The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

### **G.1.1.4 Employer's Liability Insurance**

The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

### **G.1.1.5 Umbrella or Excess Liability Insurance**

The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.

## **G.2 DURATION**

The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

## **G.3 LIABILITY**

These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

## **G.4 CONTRACTOR'S PROPERTY**

Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

## **G.5 MEASURE OF PAYMENT**

The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

## **G.6 NOTIFICATION**

The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.

## **G.7 CERTIFICATES OF INSURANCE**

The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

JW Lanum  
D.C. Department of General Services  
Contracting and Procurement Division  
2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor  
Washington, DC 20009  
jw.lanum@dc.gov

## **G.8 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.

## **G.9 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.10 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 H COMPLIANCE REQUIREMENTS**

### **H.1 CONFORMANCE WITH LAWS**

It shall be the responsibility of the Contractor to perform the Agreement in conformance with the Department's Procurement Regulations (27 DCMR § 4700 *et seq.*) and all statutes, laws, codes, ordinances, regulations, rules, requirements and orders of governmental bodies, including, without limitation, the U.S. Government and the District of Columbia government; and it is the sole responsibility of the Contractor to determine the Department's procurement regulations, statutes, laws, codes, ordinances, regulations, rules, requirements and orders that apply and their effect on the Contractor's obligations thereunder.

### **H.2 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.

### **H.3 STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions are applicable to this solicitation and resulting contract (Attachment B).

### **H.4 SERVICE CONTRACT ACT**

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

### **H.5 LIVING WAGE ACT**

The Living Wage Act is applicable to this Contract. As such, the Contractor and its subcontractors shall comply with the wage and reporting requirements imposed by that Act (Attachment E).