

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



Contracts and Procurement

Request for Proposals (“RFP”)
**Comprehensive Janitorial and Related Services for the Department of Youth
Rehabilitation Services (“DYRS”) Youth Services Center (“YSC”) Center**
Solicitation No. DCAM-19-NC-RFP-0008
Pre-proposal Conference
Tuesday August 6, 2019 11:00 A.M. EST

AGENDA

1. Welcome/Introductions

- Contracts & Procurement
- DYRS Program
- DGS Program

2. Procurement Schedule

- Issue RFP Friday, August 1, 2019
- Pre-proposal Conference..... Tuesday, August 6, 2019 at 11:00 A.M.
- Facility Site Visit/Walk-thru (*pre-authorization required*)..... Thursday August 8, 2019
- Last Day for Questions/Clarifications..... Monday August 12, 2019
- Proposals Due Tuesday, August 20, 2019 by 11:00 A.M. [Section L.7.1.1](#)

3. Key Project Elements

- This solicitation is designated for Set-Aside Market Participation only | [Section B.3](#)
 - This RFP is designated only for certified small business enterprises (“SBEs”) 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. Thus, **ONLY Bidders that are certified by the District of Columbia Department of Small and Local Business Development (“DSLBD”) as SBEs at the time of the Bid Due Date are eligible.**
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4. SOLICITATION

The District of Columbia Government (the “District”), by and through its Department of General Services, (“Department”) on behalf of the Department of Youth Rehabilitation Services (“DYRS”) is seeking a Contractor(s) to provide Janitorial and Related Supplemental Services for DYRS’ Youth Services Center (“YSC”) located at 1000 Mt. Olivet Road, N.E. Washington, D.C. 20002.

5. CONTRACT TYPE

In accordance with 27 DCMR Chapter 24 the District contemplates award of a single Firm Fixed Price Contract with a cost reimbursement component to be paid on a Time & Material Basis, for supplemental janitorial services.

The Contract shall contain the following components:

- a) **Firm-Fixed and Fully-Loaded Monthly Service Rate** pricing for standard, daily janitorial/housekeeping services;
- b) Cost reimbursement for Supplemental Services, based in part on two (2) price structures:
 - i. Firm-fixed and fully-loaded per session service rates for set service types performed either annually, semiannually or monthly; and
 - ii. Firm-fixed and fully loaded direct labor hour rates.

6. SCOPE OF SERVICES REQUIRED

The specifications herein are a statement of the minimum level of janitorial and housekeeping services standards of performance that the Contractor shall provide. They are not intended to represent maximum performance levels or limitation of the effort the Contractor shall expend to accomplish the work required. The task and expectations related to the janitorial and housekeeping function are all inclusive. The Contracting Officers Technical Representative/Contract Administrator (“COTR” or “CA”) may add or delete from these functions, as justified by the Department. All changes to any contract terms or functions will be executed by a contract modification issued by the Contracting Officer (“CO”).

All costs associated with complying with the requirements established herein are included in the firm, fixed fully-loaded monthly service rate for all janitorial services performed on a daily basis. The Contractor shall provide all labor, supervision, management, materials, equipment, containers, supplies (including consumables; e.g.

paper towel and toilet paper), vehicles, recordkeeping, reporting and all other supplies and services necessary to successfully perform comprehensive janitorial/housekeeping and all related supplemental services in accordance with the standards described and set herein.

7. CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH – SECTION [H.8]

8. INSURANCE - SECTION [I.14]

It is the District's expectation that the cost quoted for services include the Contractor's consideration of potential insurance cost, risk and exposure. The District will not negotiate insurance requirements and it is the Contractor's responsibly to review these requirements with their Commercial Insurance Broker/Firm and ensure they are able to secure the adequate coverage and limits imposed by the Department prior to award.

Best practices are for Contractor's to review the insurance requirements with commercial policy providers during the solicitation phase and pose any question for clarification by the Q&A due date.

A. GENERAL REQUIREMENTS. The Contractor at its sole expense 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 CO 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 CO. 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- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's

and its subcontractors' Commercial General Liability insurance policies shall be affected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

The vendor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form COTR/CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of 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.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$10,000 per occurrence.
5. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages. **NOTE: The Office of Risk**

Management (ORM) will require the Contractor to furnish a copy of the actual cyber policy (not just the binder) prior to granting approval of the policy.

6. Environmental Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of pollution legal liability insurance covering losses caused by pollution conditions that arise from the ongoing or completed operations of the Contractor. Completed operations coverage shall remain in effect for at least ten (10) years after completion of the work. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), cleanup costs, liability and cleanup costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). There shall be neither an exclusion nor a sublimit for mold-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution legal liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous coverage will be maintained or an extended reporting period will be exercised for at least ten (10) years after completion. The Contractor also must furnish to the Owner certificates of insurance evidencing pollution legal liability insurance maintained by the transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.
7. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
8. Sexual/Physical Abuse & Molestation - 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 of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So, called “silent” coverage under a commercial general liability or professional liability policy will not be acceptable.

9. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor’s umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

- D. 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.**

- E. 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.

- F. 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. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

H. 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. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

GEORGE G. LEWIS, CPPO C/O Domonique L Banks

Chief Contracting Officer

Associate Director, Contracting & Procurement

Department of General Services

2000 14th Street, N.W. | 8th Floor

Telephone: (202) 727-2800

E-mail address: domonique.banks@dc.gov

The CO may request, and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

I. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

J. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance

companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District

9. PROPOSAL ORGANIZATION AND CONTENT

One (1) original, four (4) copies and one (1) redacted copy in accordance with **Section [L.3]**, of the written proposals. Proposals shall be separated into two (2) parts; individually tabulated in three (3)-ring binders titled "Technical Proposal" and "Price Proposal(s)." Proposals shall be typewritten in 12-point font size on 8.5" by 11" bond paper, double-sided and three-hole punched. The official name of the firm submitting the proposal must appear on the outside front cover of each binder. Telephonic, telegraphic, and facsimile proposals will not be accepted:

- Proposals shall be submitted in a sealed envelope/package conspicuously marked: ***"Proposal in Response to Solicitation No. DCAM-19-NC-RFP-0008 Comprehensive Janitorial and Related Services for the Department of Youth Rehabilitation Services ("DYRS") Youth Services Center ("YSC") Center"***
- ✓ **DCAM-19-NC-RFP-0008 Technical Proposal** – Comprehensive Janitorial and Related Services for the Department of Youth Rehabilitation Services ("DYRS") Youth Services Center ("YSC") Center.
- ✓ **DCAM-19-NC-RFP-0008 Price Proposal(s)** – Comprehensive Janitorial and Related Services for the Department of Youth Rehabilitation Services ("DYRS") Youth Services Center ("YSC") Center.
 - a. Each **Technical Proposal** must be organized and prepared as follows:
 - i. Table of Contents;
 - ii. each page of the proposal must be numbered consecutively;
 - iii. Proposals shall be typewritten in 12-point font size;
 - iv. on 8.5" by 11" recycled content bond paper;
 - v. submitted in a three (3)-ring binders;
 - vi. with each section separated by tabs (i.e., Past Performance; Relevant Experience; and Project Team Qualifications and Resumes; and Management Plan);
 - vii. the official name of the firm submitting the proposal must appear on the outside front cover of each binder;
 - b. Each **Price Proposal** must be organized and prepared as follows:
 - i. Completed Price Schedule substantially in form of **Attachment J.11**
 - 1. ***NOTE: In the opinion of the Department, any material deviations of this from, Attachment J.1,1 which is provided by the Department, shall be sufficient to render the proposal non-responsive and subject to exclusion from further evaluation in consideration of award.***
 - ii. Bidder/Offeree Certification – **Attachment J.4**
 - iii. DOES 1st Source Agreement – **Attachment J.5**

- iv. DOES 1st Source Employment Plan – **Attachment J.6**
- v. DSLBD Subcontracting Plan Form – **Attachment J.7**
- vi. DOES EEO Policy and Report – **Attachment J.8**
- vii. Contractors Completed Tax Affidavit – **Attachment J.9**

L.2.2 Offerors shall submit one (1) USB Flash Drive to include soft copies of both Volume No. 1 Technical and Volume No. 2 Price Proposals, organized as outlined above.

- (i) Volume No. 1, Technical must be included as a soft .pdf file;
- (ii) Volume No. 2, Price must be submitted as a soft Microsoft Excel .xls file and .pdf copies of all Attachments.

The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

10. EVALUATION FOR AWARD **SECTION [M]**

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

NUMERIC RATING	ADJECTIVE	DESCRIPTION
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; Offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

TECHNICAL EVALUATION FACTORS	POINTS
Factor A: Relevant Experience and Past Performance of Contractor and its Team	30
Factor B: Relevant Experience of the Contractor's Proposed Key Personnel & Staffing	30
Factor C: Daily Operations Management Plan	20
TOTAL MAXIMUM TECHNICAL POINTS AVAILABLE	80

11. Questions

Verbal responses provided at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted by potential Offerors in writing no later than [Monday, August 12, 2019](#) in order to generate an official answer. Official answers will be issued by Addenda to this RFP and posted on the DGS website at www.dgs.dc.gov.