

**Request for Proposal (“RFP”)**  
**Comprehensive Janitorial and Related Services for the Department of Youth  
Rehabilitation Services (“DYRS”) New Beginnings (“NB”) Center**  
**DCAM-21-NC-RFP-0001**

Addendum No. 04  
Issued: November 25, 2020

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This Addendum No. 04 is issued by DGS on November 25, 2020, 2020. Except as modified herein, the Request for Proposal (“RFP”) remains unmodified and is hereby published on the DGS website.

**Item No. 1**

**Proposal Submission Date and Time**

Delete in its Entirety:

Section A Procurement Schedule and Section [L.7.1].

*Replace with:*

Pursuant to the current District of Columbia Government, State of Emergency executive order signed by Mayor Muriel Bowser on March 11, 2020 (and as amended), in response to the current SARS-CoV-2 (COVID-19) Coronavirus-19 Pandemic, all proposals, Volume I – Technical, Volume II – Price and all applicable Compliance Documents ***shall be submitted electronically***, on or before the proposal submission due date, ***Wednesday, December 9, 2020 no later than 2:00 P.M. EST*** sharp, via email to [DGS.GOODS-SERVICES@DC.GOV](mailto:DGS.GOODS-SERVICES@DC.GOV) accordance with the submission requirements as outlined in **Section [L.2] through [L.3]**.

**Item No. 2**

**Type of Contract**

Delete in its Entirety:

Section [B.2.1].

*Replace with:*

*The Firm-Fixed Price type Contract awarded pursuant to this Request for Proposal (“RFP”) shall include pricing as defined by the two (2) categories below:*

- a) *Firm-fixed and fully loaded monthly service rate pricing for daily janitorial/housekeeping services;*
- b) *Cost reimbursement for Supplemental Services, based Firm-fixed and fully loaded direct labor hourly rates.*

**Item No. 3**

**Price – Cost Schedules & Contractor Compensation**

Delete in its Entirety:

**Section [B.4].**

*Replace with:*

*The firm-fixed, fully loaded monthly services rates identified in **Section [B.4.1]**, CLIN 0001, and those firm-fixed, fully loaded direct labor hour rates for Supplemental Services, CLIN 0002-0013 shall be the Contractor’s sole method of compensation and as such, shall be sufficient to cover all of the costs necessary to provide services including, but not limited to: labor, supplies (all consumable supplies include paper, hand-soap, hand sanitizer, air freshener and all else required as reasonably inferred), materials, vehicles, transportation, travel to and from work sites, per diem, subcontractor costs, home office overhead, profit, insurance coverage and provisions as required in **Section [I.14]** as well as the applicable year-over-year changes in wages directly attributed to market variables of the US Department of Labor Wage Determination and the D.C. Living Wage increases (collectively, changes to the governed labor laws and wages), whichever prevailing wage is applicable under the award of the Contract and all subsequent Option Periods and all else necessary to perform the work described hereunder.*

**Item No. 4**

**Cost Reimbursement**

Delete in its Entirety:

**Section [B.4.2].**

*Replace with:*

*Cost Reimbursement. The Contractor will be reimbursed all for costs incurred in performing supplemental janitorial services as defined in Section [C.7] based on the firm-fixed, fully loaded direct labor hour rates identified in Section [B.4.1], CLIN 0002 thru CLIN 0013. If and when ordered by the Contracting Officers Technical Representative (“COTR”) and will be considered only after the COTR has determined the price to be reasonable, allowable, and allocable in accordance with Chapter 33 (Contract Cost Principles) of DCMR Title 27, Chapter 2405 (Cost Reimbursement Contracts);*

*and the following are complete: (i) the Contractor provides the Department with a written estimate (“Quote”) outlining the itemized cost of services to complete the subject supplemental services in accordance with the Rate Schedule Section [B.4.1], CLIN 0002 through CLIN 0013 . The Quote shall include, but is not limited to, number of laborers, total hours projected per laborer; (ii) the Contracting Officer’s Technical Representative’s (“COTR”) approval of the Quote; and finally (iii) a Purchase Order (“PO”) is in place for the applicable period (e.g. BP, OY1, OY2, OY3 and or OY4). These cumulative reimbursable services which shall be based on the firm-fixed and fully loaded direct labor hour rates shall-not exceed the annual ordering ceiling as defined in Section [B.4.2.1].*

**Item No. 5**
**Cost Reimbursement**

Delete in its Entirety:

**Section [C.5.1.5].**

Replace with:

*All costs associated with complying with the requirements established herein are included in the firm, fixed fully loaded monthly service rates, and the firm-fixed, fully loaded direct labor hour rates for both daily services and supplemental services. The Contractor shall furnish all personnel, labor, equipment, material, tools, supplies, including consumable supplies (e.g. toilet paper, paper towel, trash liners, hand soap, hand sanitizer etc.) supervision, management, and services (except as may be expressly set forth as District furnished), and otherwise do all things necessary to perform and provide the services standards as described herein and as reasonably inferred. The Contractor shall provide standard services and standard planned services of a custodial nature for both the interior and exterior of the Department of Youth Rehabilitation Services (“DYRS”) New Beginnings (“NB”) Youth Development Center facility located at 8400 River Road Laurel, MD 20724. The Contractor shall use innovation, technology and other means and methods to develop and perform the most efficient, safe and through cleaning services on behalf of the District.*

**Item No. 6 Supplemental Services**

Delete in its Entirety: **Section [C.7].**

*Replace with:*

*C.7.1 The Contractor shall provide interior and exterior supplemental cleaning 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 [C.6] thru [C.6.8].*

*C.7.2 The determination of whether such services qualify as supplemental depends upon when and why the service is requested and performed.*

*C.7.3 The Contractor shall provide all supplemental services when requested and approved in writing by the COTR.*

*C.7.4 Response Time. The Contractor shall, upon the COTR and or Building Manager’s approval proceed to perform the supplemental services within forty-eight (48) hours upon initial notification for normal request for service, or within one (1) hour 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 and or Building Manager.*

*C.7.5 The Contractor shall submit invoices for supplemental services separate from the monthly fixed invoices for standard services.*

*C.7.6 Cost Reimbursement Ceiling for Supplemental Services  
The Contractor will be reimbursed all for costs incurred in performing supplemental janitorial services as defined in Section [C.7] based on the firm-fixed, fully loaded direct labor hour rates identified in Section [B.4.1], CLIN 0002 thru CLIN 0013. If and when ordered by the Contracting*

*Officers Technical Representative (“COTR”), payment for supplemental services will be considered only after the COTR has determined the price to be reasonable, allowable, and allocable in accordance with Chapter 33 (Contract Cost Principles) of DCMR Title 27, Chapter 2405 (Cost Reimbursement Contracts); and the following are complete: (i) the Contractor provides the Department with a written estimate (“Quote”) outlining the itemized cost of services to complete the subject supplemental services in accordance with the Rate Schedule Section [B.4.1], CLIN 0002 through CLIN 0013 . The Quote shall include, but is not limited to, number of laborers, total hours projected per laborer; (ii) the Contracting Officer’s Technical Representative’s (“COTR”) approval of the Quote; and finally (iii) a Purchase Order (“PO”) is in place for the applicable period (e.g. BP, OY1, OY2, OY3 and or OY4). These cumulative reimbursable services which shall be based on the firm-fixed and fully loaded direct labor hour rates shall-not exceed the annual ordering ceiling as defined in Section [B.4.2.1].*

- (a) Cost reimbursement ceiling for Supplemental Services are set forth in Section [B.4.2.1].*
- (b) The costs for performing Supplemental Services under this contract shall not exceed the cost reimbursement ceiling specified in Section [B.4.2.1].*
- (c) The Contractor agrees to use its best efforts to perform the supplemental work specified in this Contract and to meet all supplemental service obligations under this Contract within the cost reimbursement ceiling.*
- (d) (d) The Contractor must notify the CO and COTR in writing, whenever it has reason to believe that the total cost for performing supplemental services will be either greater or substantially less than the cost reimbursement ceiling.*
- (e) (e) As part of the notification, the Contractor must provide the CO and COTR a revised estimate/quote of the total cost of performing the services.*

- (f) The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section [B.4.2.1], and 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 specified in Section [B.4.2.1] until the CO notifies the Contractor, in writing, that the ceiling has been increased and provides contract modification revising the cost reimbursement ceiling under this contract.*
- (g) 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.*
- (h) If any cost reimbursement ceiling specified in Section [B.4.2.1] 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 incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.*
- (i) A contract modification shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section [B.4.2.1], unless the contract modification specifically increases the cost reimbursement ceiling in Section [B.4.2.1].*
- (j) 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.*

*C.7.7.1 The Contractor shall provide services only upon the COTRs request and written approval of a quote:*

*This is not in accordance with our cleaning schedules for these areas. These areas will be cleaned after the COTR/CA and contractor meet to determine appropriate cleaning schedule.*

- (a) Annual power washing of building entry/exit points and loading dock.*
- (b) Annual cleaning of the exterior windows.*
- (c) Semi-Annual cleaning of the lockers in the locker room.*
- (d) Semi-Annual cleaning of the carpeted areas.*
- (e) Quarterly/Annual cleaning of the canopies.*
- (f) Annual wipe down of personnel duty lockers.*
- (g) Quarterly/Semi-Annual stripping, sealing, and waxing of the VCT areas.*
- (h) Power washing of the cell block and sally port areas.*
- (i) Electrostatic disinfection spraying/misting/fogging*

**Item No. 7**

**Payment for Reimbursable Services**

Delete in its Entirety:

**Section [G.4.3].**

Replace with:

*The Contractor will be reimbursed for all supplemental services pursuant to the firm-fixed and full loaded direct labor hour rates established in Section [B.4.1]. Reimbursable Services will be considered only after the Contracting Officer’s Technical Representative (“COTR”) has determined the price to be reasonable, allowable, and allocable in accordance with Chapter 24 (Contract Cost Principles) of DCMR Title 27, Chapter 2405 (Cost Reimbursement Contracts); and the following are complete: (i) the Contractor provides the Department with a written estimate (“Quote”) outlining the itemized cost of services to complete the subject supplemental services in accordance with the Rate Schedule*

*Section [B.4.1], CLIN 0002 through CLIN 0013 . The Quote shall include, but is not limited to, number of laborers, total hours projected per laborer; (ii) the Contracting Officer’s Technical Representative’s (“COTR”) approval of the Quote; and finally (iii) a Purchase Order (“PO”) is in place for the applicable period (e.g. BP, OY1, OY2, OY3 and or OY4). These cumulative reimbursable services which shall be based on the firm-fixed and fully loaded direct labor hour rates shall-not exceed the annual ordering ceiling as defined in Section [B.4.2.1].*

**Item No. 8**

**Ordering Clause**

Delete in its Entirety:

*RESERVED [Intentionally Removed]*

**Item No. 9**

**Cost Reimbursement Ceiling**

Delete in its Entirety:

**Section [G.11].**

Replace with:

*G.11.1 Cost reimbursement ceiling for Supplemental Services are set forth in Section [B.4.2.1].*

*G.11.2 The costs for performing Supplemental Services under this contract shall not exceed the cost reimbursement ceiling specified in Section [B.4.2.1].*

*G.11.3 The Contractor agrees to use its best efforts to perform the supplemental work specified in this Contract and to meet all supplemental work obligations under this Contract within the cost reimbursement ceiling.*

*G.11.4 The Contractor must notify the CO and COTR in writing, whenever it has reason to believe that the total cost for performing supplemental services will be either greater or substantially less than the cost reimbursement ceiling.*



*G.11.5 As part of the notification, the Contractor must provide the CO and COTR a revised estimate/quote of the total cost of performing the services.*

*G.11.6 The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section [B.4.2.1], and 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 specified in Section [B.4.2.1] until the CO notifies the Contractor, in writing, that the ceiling has been increased and provides contract modification revising the cost reimbursement ceiling under this contract.*

*G.11.7 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.11.8 If any cost reimbursement ceiling specified in Section [B.4.2.1] 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 incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.*

*G.11.9 A contract modification shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section [B.4.2.1], unless the contract modification specifically increases the cost reimbursement ceiling in Section [B.4.2.1].*

*G.11.10 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*

**Item No. 10**

**Hourly Rate Ceiling**

Delete in its Entirety:

*RESERVED [Intentionally Removed]*

**Item No. 11**

**Insurance**

Delete in its Entirety:

**Section [I.14].**

*Replace with:*

*Revised Section [I.14] attached and incorporated hereunder as Exhibit A.*

**Item No. 12**

**Bid Form/Compensation**

Delete in its Entirety:

Attachment J.11 - Price Schedule/Compensation

*Replace with:*

*Attachment J.11 – Price Schedule/Compensation Revised 11-20-2020*

**Item No. 13**

**Explanation to Prospective Offerors**


Add/Incorporate:

Potential Offerors questions and the District’s response attached and incorporated hereunder as *Exhibit B*.

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*All other terms and conditions remain unchanged.*

  
\_\_\_\_\_  
Franklin Austin  
Contracting Officer  
Contracts & Procurement

November 25, 2020  
Date

*~End of Addendum No. 04~*