

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF PUBLIC EDUCATION FACILITIES MODERNIZATION**



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D.C. OFFICE OF PUBLIC EDUCATION FACILITIES MODERNIZATION

REQUEST FOR PROPOSALS

SNOW AND ICE REMOVAL SERVICES

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

October 5, 2009

Proposal Due Date: **October 15, 2009 by 2:00 p.m. EDT**

Contact: J. W. Lanum
 Procurement Administrator
 2400 East Capitol Street, S. E.
 4th Floor
 Washington, D.C. 20003
 Phone: (202) 698-7745

Solicitation #: **GM-09-NC-1005-FM**

SECTION A: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The Office of Public Education Facilities Modernization (the “Office”) is seeking a contractor to provide management, personnel, equipment, and other services necessary to perform snow and ice removal and chemical surface treatment services at multiple District of Columbia Public School locations.

A. Scope of Work

1. The Contractor shall provide snow and ice removal and chemical surface treatment at various locations throughout the D. C. Public School System, as listed in **Attachment A**.
2. The Contractor shall remove snow and ice from all parking areas and driveways and/or as directed by the COTR or his designee. The Contractor shall be held responsible for all damage to grounds and landscape caused by the use of the snow and ice removal equipment supplied by the Contractor or caused by the application of chemicals for snow and ice removal.
3. The Contractor shall ensure that areas are free of snow and ice accumulations, and shall remain reasonably free of snow and ice throughout the snow event. Snow shall NOT be piled on or near trees, shrubbery, ground cover, grass or flowerbed areas.
4. The Contractor shall furnish all the necessary tools, equipment, and materials including heavy equipment, snow shovels, snow blowers and chemical treatments such as sand/salt mixtures, sand, and other items that may be required for the snow and ice removal program. The Contractor shall provide the brand name and literature on all chemicals to be used in the performance of this contract. All chemicals shall be approved by the Contracting Officer’s Technical Representative (COTR) before their use.
5. Contractor shall provide eight (8) 3/4-ton pickup trucks with salt spreaders and spreader attachments for other forms of abrasives, i.e., salt and sand mixture or just sand. The Contractor shall also have at its disposal two (2) trucks as a back-up to ensure coverage in the event any of its eight (8) trucks and/or drivers go out of service for any reason during the course of actually providing the required snow and/or ice removal service.
6. The Contractor shall use only skilled workers under its direct employment and supervision. The Contractor shall provide such supervision as may be necessary for the conduct of field activities. Supervisors shall be fully experienced in snow and ice removal services.

7. Services shall be performed on an hourly basis. The Contractor shall not be paid overtime rates for work performed pursuant to this paragraph.
- 8 Contractor shall furnish the COTR with a list of telephone numbers where either it or its authorized representatives may be contacted seven (7) days per week at any hour of the day or night to provide the required services.
- 9 Time of performance is of the essence. The Office shall have first priority for any and all snow and/or ice removal services. The Contractor will receive an advance verbal notice of three (3) hours to commence performance. The minimum labor hours OPEFM shall be obligated to pay the Contractor once mobilization has commenced will be three (3) hours at the standby rate.
- 10 The Contractor's personnel shall prepare and complete a Job Work Ticket when performing snow and ice removal services at any DCPS building. The information recorded on the Job Work Ticket shall include date, building name and address, names of drivers and helpers, detailed description of work performed, the time of arrival and departure of workmen, travel time and mileage. All job tickets must be signed by both the Contractor's Project Manager and the Contractor's employee(s). Reports summarizing this information may be required by the COTR as needed. The Contractor shall be notified immediately by COTR if revisions of the schedule are necessary.

A.2 Employees and Supervision

The Contractor shall select, and exercise control and direction over its employees and/or subcontractors under this contract. The COTR may direct the Contractor to remove from the contract any employee and/or subcontractor whose continued employment is deemed to be contrary to the best interest of the District.

SECTION B: TERM OF CONTRACT

The term of this contract shall be date of award through May 1, 2010.

SECTION C: CONTRACTOR FEES

The contract awarded pursuant to this RFP will be an indefinite delivery indefinite quantity (IDIQ) contract. Offerors are required to bid fixed hourly rates on the **Attachment B Bid Form**. These hourly rates will be the Offeror's sole compensation for work performed and as such should include adequate amounts to cover the Offeror's labor, field equipment (e.g. small tools, transportation, equipment) overhead, insurance and profit.

SECTION D: DELIVERABLES

The Contractor shall submit the chemical surface treatment **Material Safety Data Sheet**

(MSDS) and any other required Environmental Protection Agency (EPA) information on usage and handling to the COTR prior to its application.

SECTION E: COMPLIANCE REQUIREMENTS

E.1 Licensing, Accreditation and Registration

The Contractor and all of its subcontractors (regardless of tier) 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.

E.2 Service Contract Act

The selected Contractor shall agree that the work performed under this Contract shall be subject to Service Contract Wage Rates.

The Contractor is bound by Wage Determination No. 05-2103, Revision No. 8 dated May 26, 2009 issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351). The Contractor shall be bound by the wage rates included as **Attachment C** for the term of the contract.

E.3 SLDBE Participation

The Office requires significant participation by business enterprises certified by the Department of Small and Local Business Development as: (i) a local business enterprise; (ii) a small business enterprise; (iii) a disadvantaged business enterprise; (iv) having a resident owned business; (v) being a longtime business resident; or (vi) having a local business enterprise with its principal office located in an enterprise zone. Accordingly, and in addition to, the preference points conferred by **Section E.4**, the Office requires that **IF** any portion of the Contractor's snow and ice removal services work is to be subcontracted, business enterprises so certified must participate in at least 50% of the subcontracting effort. Of the 50% participation, 35% must be awarded to entities that are certified as either Small or Disadvantage Business Enterprises by the District of Columbia Local Business Opportunity Commission and 20% to entities that are certified as Disadvantaged Business Enterprises.

E. 4 Preference for Small, Local, and Disadvantaged Business Enterprises

General: Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to 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 preferences shall be awarded in evaluating an Offeror's proposal:

- Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- Ten (10) points shall be awarded if the Offeror is certified as having a longtime resident business.
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.

Offerors may qualify for more than one of these categories, so that the maximum number of points available under this section is 12 points.

Information: For information regarding the application process, contact the Department of Small and Local Business Development at the following address or telephone number:

Department of Small and Local Business Development
One Judiciary Square Building
441 4th Street, NW, 9th Floor
Washington, DC 20001
(202) 727-3900 (Telephone Number)
(202) 724-3786 (Facsimile Number)

E. 5 Residency Hiring Requirements for Contractors and Subcontractors

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

Upon execution of the contract, the Contractor and all of its member firms, if any, and each of its subcontractors shall submit to the Office a list of current employees that will be assigned to the project, the date that they were hired and whether or not they live in the District of Columbia.

The Contractor shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Contractor and all member firms, subcontractors, tier subcontractors, and suppliers with contracts in the amount of \$100,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services (“DOES”) upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10th of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in a program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of \$500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

SECTION F: INSURANCE REQUIREMENTS

F.1 Required Insurance

The Contractor will be required to maintain the following types of insurance throughout the life of the contract:

Commercial General Public Liability Insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than Five Million Dollars (\$5,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Five Million Dollars (\$5,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage.

Workers’ Compensation and Employers Liability coverage providing statutory benefits for all persons employed by the Contractor, or its Contractors and subcontractors at or in connection with the Work.

Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

F.2 Additional Insured

Each insurance policy shall be issued in the name of the Contractor and shall name as additional insured parties the Office and the District of Columbia, and shall not be cancelled or reduced without thirty (30) days prior written notice to the Office.

F.3 Waiver of Subrogation

All such insurance shall contain a waiver of subrogation against the Office and the District of Columbia, and their respective agents.

F.4 Strength of Insurer

All insurance shall be placed with insurers that are reasonably acceptable to the Office and with an A.M. Best's rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed/approved to do business in the District of Columbia.

SECTION G: EVALUATION AND AWARD CRITERIA

G.1 Evaluation Process

The Office shall evaluate submissions and any Best and Final Offers in accordance with the provisions of the Office's Procurement Regulations.

G.2 Evaluation Committee

Each submission shall be evaluated by an Evaluation Committee. The Evaluation Committee shall 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 submissions are determined by the source selection official to be the most advantageous to the Office.

G.3 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 E.4** of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 112.

G.4 Technical and Price Criteria

Site Visit

The Office will elect to conduct site visits to verify that Offerors have the equipment and other resources necessary to provide services. Award to any recommended Contractor will be contingent on the results of such a site visit.

Proposal, Experience & References (35 points)

The Office desires to engage a Contractor with the experience necessary to provide the services described in **Section A** of this RFP. Offerors will be evaluated based on their demonstrated experience in (i) in the provision of snow and ice removal services of similar scope and complexity to the services required by the Office; (ii) references and past performance; If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture.

Key Personnel and Project Management Plan (15 Points)

Offerors are required to submit a Management Plan. The Management Plan should clearly explain how the Contractor intends to manage and implement the services required under the contract. At a minimum, the plan should demonstrate: (i) skill in managing snow and ice removal services at multiple locations. (ii) that sufficient staffing will be provided, (iii) how the Offeror will assure that the quality of work is satisfactory or better.

Cost (50 points)

Offerors will be required to bid fixed hourly rates as specified on **Attachment B**.

SECTION H: PROPOSAL ORGANIZATION AND SUBMISSION

This section outlines specific information necessary for the proper organization and manner in which Offerors' Proposals should be proffered. References are made to other sections in this RFP for further explanation.

H.1 Submission Identification

Submissions shall be proffered in an original and five (5) copies. The Offeror's submission shall be placed in a sealed envelope conspicuously marked: "Proposal for Snow and Ice Removal Services" for the D.C. Office of Public Education Facilities Modernization."

H.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

D.C. Office of Public Education Facilities Modernization
Attn: JW Lanum
Procurement Administrator
2400 East Capitol Street, SE
Washington, D.C. 20003

H.3 Date and Time for Receiving Submissions

Submissions shall be received no later than 2:00 pm E.D.T., on October 15, 2009. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

H.4 Submission Size, Organization and Offeror Qualifications

All submissions shall be submitted on 8-1/2" x 11" bond paper and typewritten. Telephonic, telegraphic, and facsimile submissions shall not be accepted. The Office is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The submission shall be organized as follows:

A. Executive Summary

Each Offeror should provide a one page overview of the firm and the proposal contents.

B. Disclosure Form

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

C. Bid Form

Each Offeror shall submit a bid form substantially in the form of **Attachment B**. Material deviations, in the opinion of the Office, from the bid form shall be sufficient to render the proposal non-responsive.

D. General Team Information and Firm(s) Data

Each Offeror should provide the following information on its firm and any proposed subcontractors:

1. Name(s), address(es), and role(s) of each firm (including all sub-consultants)
2. Firm profile(s), including:

- i. Age
 - ii. Firm history(ies)
 - iii. Firm size(s)
 - iv. Areas of specialty/concentration
 - v. Current firm workload(s) projected over the next year
3. Description of the firm organization and personal qualifications of key staff, including:
 - i. Identification of the project manager that will be assigned to oversee the contract.
 - ii. Organizational chart illustrating reporting lines and names and titles for key personnel proposed by the Contractor to be assigned to this contract.
 - iii. Resumes for each key person, including definition of that person's role, relevant project experience, and current workload over the next two years.

E. Relevant Experience and Capabilities

1. Each Offeror shall provide verifiable references for no more than eight (8) projects that best illustrate the experience and capabilities relevant to this project. For each reference, please provide all of the following information in consistent order:
 - a) Project name and location.
 - b) Name, address, contact person and telephone number for person that can attest to the quality of the work performed.
 - c) Brief project description including project cost, scope of work, timeframe performed, and key firm strengths exhibited.
 - d) Identification of any personnel involved in the selected project who are proposed to work on this project.
2. Each Offeror shall describe the quantities and locations of vehicles, equipment, chemicals and other materials currently available to perform snow and ice removal services. If

not currently available the Offeror shall provide information on how these resources shall be obtained.

F. Local Business Utilization Plan

If the use of subcontractors is proposed, each Offeror must submit a proposed Local Business Utilization Plan that identifies the specific certified business enterprises that will participate in the contract and their anticipated roles.

G. Tax Affidavit

Each Offeror must submit a tax affidavit substantially in the form of **Attachment E**. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government.

SECTION I: BIDDING PROCEDURES & PROTESTS

I.1 Contact Person

For information regarding this RFP please contact:

Kimberly Gray
Program Support Specialist
2400 East Capitol Street, S.E.
4th Floor
Washington, D.C. 20003
Phone: (202) 729-2165

Written questions, requests for interpretation or correction should be directed to Kimberly M. Gray, Program Support Specialist, at kim.gray@dc.gov no later than 5:00pm on October 9, 2009. The person making the request shall be responsible for prompt delivery.

I.2 Explanations to Prospective Offerors

Each Offeror should 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 submission. 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 questions, requests 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 Office that information is necessary in proffering submissions 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.

I.3 Protests

Protests shall be governed by Section 3934 of the Office's Procurement Regulations (5 DCMR § 3934). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of submissions. 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 submissions. 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 Office's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Office by obtaining written and dated acknowledgment of receipt from the Office's CCO. Protests received by the Office 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.

I.4 Contract Award

This procurement is being conducted in accordance with the provisions of the Office's Procurement Regulations (5 DCMR Chapter 39).

I.5 Retention of Submissions

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

I.6 Examination of Submissions

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.

I.7 Late Submissions: Modifications

A. Any submission or best and final offer received at the office designated in this RFP after the exact time specified for receipt shall not be considered.

- B. Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in I.7.A stated above.
- C. The only acceptable evidence to establish the time of receipt at the Office's office is the time-date stamp of such installation on the submission 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 submission which makes its terms more favorable to the Office may be considered at any time it is received and may be accepted.
- E. Submissions shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of submissions.

I.8 No Compensation for Preparation of Submissions

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

I.9 Rejection of Submissions

The Office reserves the right, in its sole discretion:

- A. To cancel this solicitation or reject all submissions.
- B. To reject submissions that fail to prove the Offeror's responsibility.
- C. To reject submissions that contain conditions and/or contingencies that in the Office's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- D. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
- E. To take any other action within the applicable Procurement Regulations or law.
- F. To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.

I.10 Limitation of Authority

Only a person with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

SECTION J

ATTACHMENTS

Attachment A

- School Listing

Attachment B

- Bid Form

Attachment C

- Service Contract Wage Rate

Attachment D

- Disclosure Statement

Attachment E

- Tax Affidavit

Attachment F

- First Source Agreement