

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



INVITATION FOR BIDS

**Locksmith Supplies
Set-Aside for CBE Participation Only**

September 15, 2014

Bid Due Date: **October 3, 2014 by 12:00 p.m. EST**

Bid Delivery Location: **Department of General Services
Att'n: JW Lanum
Frank D. Reeves Center
2000 14th Street, NW
Contracts & Procurement Division, 8th Floor
Washington, DC 20009**

Contact: **Elouise Fripp
Department of General Services
2000 14th Street, NW
8th Floor
Washington, D.C. 20009
Elouise.Fripp@dc.gov
Phone: (202) 698-07760**

Solicitation Number: **DCAM-14-NC-0144**

SECTION A: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The Department of General Services (“DGS” or “Department”) is seeking Contractor(s) to provide Locksmith Supplies for maintenance of various facilities under its jurisdiction. The Department intends to award contracts to one or more contractors to provide these supplies on an as needed basis.

This procurement is being set aside in the Sheltered Market and only CBE’s that are certified by the District’s Department of Small and Local Business Development (DSLBD) at the time of submission are eligible to participate.

A.1 Requirements

The Contractor shall provide Locksmith Supplies on an as needed basis as requested by the Department.

A.1.1 Request

The Contractor shall respond to request within twenty-four (24) hours after notification by the Contracting Officer’s Technical Representative (COTR).

A.1.2 Delivery

The Contractor shall ensure the District receives all requested supplies. The location of the delivery shall be specified on each request.

A.2 Scope of Work

The Contractor shall submit a price quote for the requested supplies prior to delivery of supplies. The Contractor shall be required to provide, but is not limited to, the following:

- Schlage Classic C Keyway or Generic SC1 Keyway
- Schlage Everest C Keyway #C123
- Knob Locks – Schlage D70PD – PLY – 626 – C
- Knob Locks – Schlage D80PD – PLY – 626 – C
- Deadbolts – Schlage B660P – 626 – C
- Deadbolts – Schlage B663J – 626 – C
- Deadbolts – Schlage B663P – 626 – C
- Mortise Lock Sets – Schlage L9080 – 626 – C
- Mortise Lock Sets – Schlage L9070 – 626 – C
- Mortise Lock Sets – Schlage L9050 – 626 – C

SECTION B: TERM OF CONTRACT

B.1 The base term of this contract shall be for a period of one (1) year from date of award.

B.2 Option Years

The Department may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of the option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to the expiration of the contract.

B.2.1 If the District exercises the option, the extended contract shall be considered to include the option provision. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

B.2.2 During any option year, contract requirements and deliverables remain the same as those of the base year.

SECTION C: CONTRACTOR FEES

The contract(s) awarded pursuant to this IFB will be an indefinite delivery indefinite quantity (IDIQ) contract(s). Bidders are required to bid fixed unit prices on Attachment A, Bid Form. These fixed unit prices will be the Bidder's sole compensation for work performed and as such should include adequate amounts to cover the Bidder's delivery, overhead, insurance and profit.

SECTION D: DELIVERABLES

The Contractor shall submit a monthly invoice for payment supported by a summary of supplies by delivery location, requesting DGS personnel, and cost.

SECTION E: COMPLIANCE REQUIREMENTS

E.1 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.

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. 14 dated August 5, 2014 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 B for the term of the contract if the wage determined by the Department of Labor is higher than the wage required by the Service Contract Act.

E.3 SLDBE Participation

The Department requires participation by business enterprises certified by the Department of Small and Local Business Development as (DSLBD): (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 Department located in an enterprise zone. As required by law percentage preferences, conferred by Section E.4, shall be given to bidders that are certified by DSLBD.

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 § 2-218.43 et seq.), preferences shall be given to Bidders that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, or being a local business enterprise with its principal Department located in an enterprise zone. (A copy of the certification acknowledgment letter must be submitted with the Bidder's Bid.)

In accordance with these laws, a percentage reduction in price shall be granted as follows:

- Three (3) percent preference shall be awarded if the Bidder is certified as having a small business enterprise.
- Five (5) percent preference shall be awarded if the Bidder is certified as having a resident business ownership.
- Ten (10) percent preference shall be awarded if the Bidder is certified as having a longtime resident business.
- Two (2) percent preference shall be awarded if the Bidder is certified as a local business enterprise.

- Two (2) percent preference shall be awarded if the Bidder is certified as being a local business enterprise with its principal Department located in an enterprise zone.
- Two (2) percent preference shall be awarded if the Bidder is certified as a disadvantaged business enterprise.

Bidders may qualify for more than one of these categories; the maximum price reduction available under this section is twelve (12) percent.

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

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

E.5 Living Wage Act

The Contractor agrees that the work performed under this Agreement shall be subject to the District of Columbia Living Wage Act (Attachment C).

SECTION F: INSURANCE REQUIREMENTS

F.1 Required Insurance

The Contractor shall maintain at a minimum 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 One Million Dollars (\$1,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and One Million Dollars (\$1,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage.

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

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

F.2 Additional Insured

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

F.3 Waiver of Subrogation

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

F.4 Strength of Insurer

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

SECTION G: METHOD OF AWARD

The Department reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District. The Department intends to award one (1) or more contract(s) from this solicitation to the responsive and responsible bidder(s) with the lowest price. The total price will be determined by the sum of the fixed unit prices for the base year and each option year.

G.1 Preparation and Submission of Bids

Bidders shall submit a signed original bid. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. Each bid shall be submitted as specified in Section H.1 in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. DCAM-14-NC-0144 for Locksmith Supplies".

A. Each bidder shall return the complete Attachment A (Offer Letter & Bid Form), Attachment D (Disclosure Statement), and Attachment E (Tax Certification Affidavit)as its bid.

- B. The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.
- C. Bidders shall make no changes to the requirements set forth in the solicitation.
- D. The bidder must submit fixed unit prices on Attachment A, Bid Form for each item for the base and each option year in order to be considered for this award. Failure to do so will render the bid non-responsive and disqualify a bid.

SECTION H: PROPOSAL SUBMISSION

H.1 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

Department of General Services
ATTN: JW Lanum
Frank D. Reeves Center
2000 14th Street, NW
Contracts & Procurement Division, 8th Floor
Washington, D.C. 20009

H.2 Date and Time for Receiving Submissions

Submissions shall be received no later than 12:00 p.m., on October 3, 2014. The Bidder assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

H.3 Bid Form

Each Bidder shall submit unit prices as requested in Attachment A, Bid Form. Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the bid non-responsive.

H.4 Tax Affidavit

Each Bidder must submit a tax affidavit (Attachment E). In order to be eligible for this procurement, Bidders must be in full compliance with their tax obligations to the District of Columbia government.

SECTION I: BIDDING PROCEDURES & PROTESTS

I.1 Contact Person

For information regarding this IFB please contact:

Elouise Fripp
Contract Specialist
2000 14th Street N.W.
8th Floor
Washington, D.C. 20009
Phone: (202) 698-7760

I.2 Explanations to Prospective Bidders

Each Bidder shall carefully examine this Invitation for Bid and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. Any information given to a Bidder concerning the solicitation shall be furnished promptly to all other Bidders as an amendment or addendum to this IFB if in the sole discretion of the Department that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Bidders. Oral explanations or instructions given before the award of the contract shall not be binding.

I.3 Protests

Protests shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734). 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 IFB, but was incorporated into the IFB 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 ten (10) 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 Bidders 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 Department's Procurement Regulations, Chapter 47 of Title 27 of the DCMR.

I.5 Retention of Submissions

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

I.6 Examination of Submissions

Bidders are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this IFB. Failure to do so shall be at the sole risk of the Bidder and may result in disqualification.

I.7 Late Submissions: Modifications

- A. Notwithstanding any other provisions of this IFB to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- B. Submissions shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of submissions.

I.8 No Compensation for Preparation of Submissions

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

I.9 Rejection of Submissions

The Department reserves the right, in its sole discretion:

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

I.10 Limitation of Authority

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

SECTION J: ATTACHMENTS

Attachment A – Offer Letter & Bid Form

Attachment B – Service Contract Act Wage Determination

Attachment C – Living Wage Notice and Fact Sheet

Attachment D – Disclosure Statement

Attachment E – Tax Certification Affidavit