D.C. DEPARTMENT OF GENERAL SERVICES

INVITATION FOR BIDS

Imaging and Document Management Services
"Set-Aside for Participation by D.C. Certified Business Enterprises Only"

September 6, 2012

Proposal Due Date:	**September 11 by 10:00 a.m. EST**
Proposal Delivery Location:	***Department of General Services*** ***Att'n: JW Lanum*** ***Frank D. Reeves Center*** ***2000 14th Street, NW*** ***Contracts & Procurement Division, 5th Floor*** ***Washington, DC 20009***
Contact:	Kim Gray Department of General Services 2000 14th Street, NW 5th Floor Washington, D.C. 20009 kim.gray@dc.gov Phone: (202) 724-4121
Solicitation Number:	DCAM-12-NC-0191

SECTION A: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The Department of General Services ("Department" or "DGS") is seeking a Contractor to provide off-site Imaging and Document Management Services to the District of Columbia's Office of the Chief Medical Examiner (OCME) in accordance with the attached Statement of Work.

SECTION A: STATEMENT OF WORK

See Attachment A

SECTION B: TERM OF CONTRACT

B1. The term of this contract shall be from date of award through February 28, 2013

SECTION C: CONTRACTOR FEES

The contract awarded pursuant to this IFB will be a firm fixed price contract. Bidders are required to bid a firm fixed price on the **Attachment B Bid Form**. This firm fixed price will be the Bidder's sole compensation for work performed and as such should include adequate amounts to cover the Bidder's labor, field equipment (e.g. small tools, transportation, equipment) overhead, insurance and profit. The contractor will not be paid overtime.

SECTION D: DELIVERABLES

Provide complete Imaging and Document Management Services

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. 11 dated June 13, 2011 issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351).

E.3 SLDBE Participation

The Department 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 Department located in an enterprise zone. Accordingly, and in addition to, the preference points conferred by **Section E.4**, the Department requires that **IF** any portion of the Contractor's on-call cleaning 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 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 Proposal.)

In accordance with these laws, the following preferences shall be awarded in evaluating a Bidder's proposal:

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

Bidders 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 Department, 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 and subconsultants shall submit to the Department 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, as amended and all successor acts thereto and the rules and regulations promulgated thereunder. The Contractor and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers 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 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; and (v) submit monthly compliance reports to DOES by the 10th of each month, or as required by the D.C. Code.

E. 6 District Resident Hours

The Department wishes to maximize the number of District residents working on this Contract. To that end, the Department will require that at least 51% of the hours worked on this Contract must be worked by District residents. Contractor should review the Form of Contract for further information.

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 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/approved to do business in the District of Columbia.

SECTION G: EVALUATION AND AWARD CRITERIA

G.1 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 a Contractor from this solicitation to the responsive and responsible bidder(s). The lowest bidder(s) will be determined by the total lump sum price.

G.2 Preparation and Submission of Bids

Bidders shall submit a signed original and at least three (3) copies. 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-12-NC-0191 for Imaging and Document Management".

The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.

Bidders shall make no changes to the requirements set forth in the solicitation.

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, 5th Floor
Washington, D.C. 20009

H.2 Date and Time for Receiving Submissions

Submissions shall be received no later than 10:00 a.m. on September 11, 2012. 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 a bid form substantially in the form of **Attachment B**. 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 substantially in the form of **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:

Kim Gray
Contract Specialist
2000 14th Street N.W.
8th Floor
Washington, D.C. 20009
Phone: (202) 724-4121

Written questions, requests for interpretation or correction should be directed to Kim Gray, Contract Specialist, at kim.gray@dc.gov no later than 12:00 p.m. on September 7, 2012. The person making the request shall be responsible for prompt delivery.

I.2 Explanations to Prospective Bidders

Each Bidder should carefully examine this Invitation For Bids and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. Should an Bidder find discrepancies or ambiguities in, or omissions from, the IFB and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the IFB, any amendments, addenda, or revisions, it must submit questions, requests for interpretation or correction in writing.

Any information given to an 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 provisions Section 4712 of the Department's Procurement Regulations (27 DCMR § 4716).

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 – Statement of Work
Attachment B - Bid Form
Attachment C - Service Contract Wage Rate
Attachment D - Disclosure Statement
Attachment E - Tax Affidavit
Attachment F - First Source Agreement