



D.C. DEPARTMENT OF GENERAL SERVICES

INVITATION FOR BIDS

Video Telephone Conference Equipment

December 12, 2013

Proposal Due Date: January 7, 2014 by 2:00p.m. EST

Proposal Delivery by e-mail: leon.borroum@dc.gov

Contact: Leon Borroum
Department of General Services
2000 14th Street, NW
8th Floor
Washington, D.C. 20009
leon.borroum@dc.gov
Phone: (202) 698-7760

Solicitation Number: DCAM-14-NC-0088

SECTION A: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The Department of General Services (“Department” or “DGS”) is seeking a Contractor to provide Video Telephone Conference Equipment for Conference Room 1107 located at One Judiciary Square (OJS), 441 4th Street, NW Washington DC 20001 in accordance with the attached VTC Teleconference Equipment Bid List, **Attachment A**.

SECTION A: Equipment Bid List

See Attachment A

SECTION B: TERM OF CONTRACT

B1. The term of this contract shall be from date of award through February 14, 2014

SECTION C: CONTRACTOR FEES

C.1 The contract awarded pursuant to this Invitation for Bid (IFB) will be a fixed price type of contract based on fixed unit prices. Bidders are required to bid firm fixed unit prices as described in Attachment A, Equipment Bid List. The firm fixed unit prices will be the Bidder's sole compensation for work performed.

SECTION D: DELIVERABLES

Provide VTC Equipment, install and program/integrate equipment no later than February 14, 2014.

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. 13 dated June 19, 2013 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 D** for the term of the contract.

E.3 SLDBE Participation

The Department desires that business enterprises certified by the Department of Small and Local Business Development participates in this transaction to the greatest extent practical. The successful Offeror will be required to comply with all applicable requirements of the *Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005*, as amended, D.C. Official Code §§ 2-218.01 *et seq.*, and its implementing regulations. Unless the selected Offeror is certified as a small, local or disadvantaged business enterprise, at least 35% of the dollar volume of the contract awarded shall be subcontracted to certified small 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, 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 D.C. Code § 2-218.01 *et seq.*, the following preferences shall be awarded in evaluating a Bidder's submission:

- a. Three percent for a small business enterprise;
- b. Five percent for a resident-owned business;
- c. Ten percent for a longtime resident business;
- d. Two percent for a local business enterprise;
- e. Two percent for a local business enterprise with its principal office located in an enterprise zone; and
- f. Two percent for 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 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 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.

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 Contract will be awarded to the qualified responsible and responsive bidder whose bid is responsible and responsive to the IFB and is the lowest price to the Department considering only price and the price-related evaluation factors identified in the IFB.

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

Bids shall be submitted electronically to Leon Borroum, Contract Specialist at leon.borroum@dc.gov by 2:00pm January 7, 2014. The bidders shall include "Bid in Response to IFB DCAM-14-NC-0088" in the subject line of the e-mail. 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 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: BID SUBMISSION

H.1 Delivery or Mailing of Submissions

Submissions with the following documents should be e-mailed to leon.borroum@dc.gov later than 2:00 p.m. on January 7, 2014.

- Attachment A- Equipment Bid List
- Attachment B- Disclosure Statement
- Attachment C- Standard Contract Provisions
- Attachment D- US Department of Labor Wage Determination Rev. 13 dated June 19, 2013
- Attachment E- The Living Wage Act of 2006
- Attachment F – Tax Affidavit

H.2 Date and Time for Receiving Submissions

Submissions shall be received no later than 2:00 p.m. on January 7, 2014. The Bidder assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

H.3 Equipment Bid List

Each Bidder shall submit an Equipment Bid List, **Attachment A**. 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 F**. 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:

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

Written questions, requests for interpretation or correction should be directed to Leon Borroum, Contract Specialist, at leon.borroum@dc.gov no later than 12:00 p.m. on December 20, 2013. 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 a 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 a Bidder concerning the solicitation will 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.

ATTACHMENTS

Attachment A- Equipment Bid List

Attachment B- Disclosure Statement

Attachment C- Standard Contract Provisions

Attachment D- US Department of Labor Wage Determination Rev. 13 dated June 19, 2013

Attachment E- The Living Wage Act of 2006

Attachment F - Tax Affidavit