

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES**



INVITATION FOR BIDS

Solicitation Number: DCAM-15-CS-0147

RENOVATION OF DMV INSPECTION STATION AT HALF STREET, SW

This solicitation is being set-aside for bidding only by Bidders that are certified by the District of Columbia Department of Small and Local Business Development (DSLBD) as a Small Business Enterprise (SBE).

Date Issued:	July 16, 2015
Bid Opening Date:	August 10, 2015 at 10:30 a.m.
Delivery of Bids:	Department of General Services Contracts and Procurement Division, 8 th Floor Attention: James Marshall Frank D. Reeves Center 2000 14 th Street NW Washington, DC 20009
Pre-Bid Conference: and Site Visit	July 22, 2015 at 10:30 a.m. Department of Motor Vehicle Inspection Station 1001 Half Street, SW Washington, DC.
Contact:	Andrei G. Howze Contract Specialist Contracts & Procurement Division 2000 - 14 th Street, NW, 8 th Floor Washington, DC 20009 Phone: 202-698-1026 Email: Andrei.Howze2@dc.gov

EXECUTIVE SUMMARY

The District of Columbia Department of General Services (DGS), Contracts & Procurement Division, on behalf of the Department of Motor Vehicles is issuing this Invitation for Bids (“IFB”) to engage a Contractor to provide all labor, tools, equipment and materials necessary to perform the work required for renovation and upgrade of the Department of Motor Vehicle (DMV) Inspection Station located at 1001 Half Street, SW, Washington, DC. The Contractor shall provide the required services in accordance with the Scope of Work and Attachment A – List of Drawings and Specifications.

A.1 Contract Type:

The contract awarded pursuant to this IFB will be a fixed price type of contract.

A.2 Contractor's Compensation:

Bidders shall provide an Offer Letter (Attachment B) to include their lump sum fixed price to complete the work. The lump sum price shall be the Contractor’s sole method of compensation and as such shall be sufficient funding to cover all of the costs necessary to fully complete the Project, including, but not limited to, labor, materials, trade, subcontractor costs, insurance and bonding, home office overhead and profit. The lump sum price shall also include sufficient funding for renovation and upgrade of the Department of Motor Vehicle (DMV) Inspection Station located at 1001 Half Street, SW, Washington, DC that are not specifically identified in the Scope of Work but which are reasonably inferable therefrom. The lump sum price shall be quoted in **CLIN 0001**.

A.3 Form of Contract:

The Form of Contract is included as Attachment H. Bidders shall carefully review the Form of Contract when submitting their bid. To the extent there are any inconsistencies between this IFB and the Form of Contract, the Form of Contract shall prevail. Bidders are further advised that they are required to submit their bids premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of Contract must be clearly identified and described in their bid.

A.4 Procurement Schedule:

The schedule for this procurement is as follows:

- | | |
|-------------------------------------|-------------------------------|
| • Issue IFB | July 16, 2015 |
| • Pre-Bid Conference and Site Visit | July 22, 2015 at 10:30 a.m. |
| • Last Day for Questions | July 27, 2015 at 2:00 p.m. |
| • Bids Due | August 6, 2015 at 2:00 p.m. |
| • Bid Opening | August 10, 2015 at 10:30 a.m. |

A.5 Attachments:

The following documents are attached to the IFB:

- Attachment A – List of Drawings and Specifications
- Attachment B - Form of Offer Letter
- Attachment C - Disclosure Statement
- Attachment D - Tax Affidavit
- Attachment E - Subcontracting Plan Form
- Attachment F - 2014 Living Wage Act Notice and Fact Sheet
- Attachment G - First Source Employment Agreement Form
- Attachment H- Form of Contract
- Attachment I - Davis-Bacon Wage Rate
- Attachment J - Bid Bond Form
- Attachment K - Bid Guaranty Certification

SECTION B SCOPE OF WORK

B.1 INTRODUCTION

The District of Columbia Department of General Services (“DGS” or the “Department”) is seeking to engage a Contractor to Renovate and upgrade the DMV Inspection Station located at 1001, Half Street, SW, Washington, DC 20024. The scope includes selective demolition and construction work following the approved design and specifications developed by IStudio, dated June 22, 2015.

B.2 SCOPE OF WORK

B.2.1 The scope of this project includes selective demolition and reconstruction of the space, which must be inspected by the bidders before quoting their prices and must be completed following the attached design and specifications developed by IStudio Architects, dated June 22, 2015 (Attachment A). The project work includes selective demolition, and construction of the facility including but not limited to architectural, mechanical, plumbing, and ADA work.

B.3 DGS SPECIFICATIONS:

B.3.1 The Specifications of the project work are delineated in Attachment A developed by IStudio Architects dated June 22, 2015 and made a part of this solicitation package.

B.4 DRAWINGS:

B.4.1 The Contractor shall perform the work in accordance with the drawings and included herein as Attachment A that are stamped, initialed and dated.

B.5 APPROVAL PROCESS:

B.5.1 The Contractor shall prepare and submit to the Project Manager, as a deliverable, the Schedule of Values Form for approval within 10 calendar days of the issuance of the Notice to Proceed (NTP). Without pre-approved Schedule of Values no invoice will be processed.

B.5.2 The Contractor shall submit to the Project Manager a complete list of all samples, catalogue cuts and shop drawings within 10 days of NTP. The Contractor must submit the samples in 3 copies: two copies to the Architect and Engineer (AE) on records for review and approval and one copy to Project Manager.

B.5.3 The Contractor shall submit all the schedules and reports for approval to the Project Manager and will submit progress report in pre-approved format within the 3rd week of each month.

B.5.4 Prior to final acceptance of the project, the Contractor shall submit to the Project Manager three (3) copies of operation manuals or instruction manuals for each piece of equipment, mechanical or electrical system.

B.6 SPECIAL REQUIREMENTS:

B.6.1 This work in question is in facility frequented by citizens, therefore, no work can be performed during the normal business hours that will create noise and dust that will have impact on DMV clients and employees.

B.6.2 To work outside the normal business hours (both after hour and weekends), Contractor must submit the list of employees who will be working during those hours to the Building Manager at least 48 hour in advance.

B.6.3 Before touching the building Fire Alarm System the Contractor must communicate with the Building Manager.

B.7 PERFORMANCE PERIOD OF THE CONTRACT:

All work shall be completed within One Hundred Eighty (180) calendar days from the date of receipt of Notice to Proceed. But the majority of the structural work under this contract must be completed within September 30, 2015 without fail.

B.8 LIQUIDATED DAMAGES:

The Liquidated Damages for this project will be \$1,000.00 per calendar day.

SECTION C ECONOMIC INCLUSION

C.1 Preference for Small, Local, and Disadvantaged Business Enterprises:

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 *et seq.*, as amended (“Act”, as used in this section), the District shall apply preferences in evaluating bids from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

C.1.1 Application of Preferences

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 office located in an enterprise zone. (A copy of the certification acknowledgment letter must be submitted with the Bidder’s Bid.) A percentage reduction in price shall be granted to prime contractors as follows:

- a. Three (3) percent reduction for a small business enterprise (SBE);
- b. Five (5) percent for a resident-owned business (RBO);
- c. Ten (10) percent for a longtime resident business (LRB);
- d. Two (2) percent for a local business enterprise (LBE);
- e. Two (2) percent for a local business enterprise with its principal office located in an enterprise zone (DZE);
- f. Two (2) percent for a disadvantaged business enterprise (DBE);
- g. Two (2) percent for veteran-owned business (VOB);
- h. Two (2) percent for local manufacturing business enterprise (LMBE)

C.1.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise (CBE) is entitled under the Act is twelve per cent (12%) for bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime contractor with CBEs.

C.1.3 Preferences for Certified Joint Ventures

A certified joint venture shall receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39(a)(h).

C.1.4 Verification of Bidder's Certification as a Certified Business Enterprise

- (a) Any Bidder seeking to receive preferences under this solicitation must be certified at the time of submission of its bid. The Contracting Officer (CO) shall verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any additional documentation regarding its certification as a certified business enterprise.
- (b) Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 850N
Washington DC 20001

- (c) All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

C.2 LSDBE Utilization.

C.2.1 Mandatory Subcontracting Requirement.

C.2.1.1 The subcontracting requirement may be satisfied by subcontracting 50% of the dollar volume to any Certified Business Enterprises (CBEs) provided however, that the costs of materials, goods, and supplies shall not be counted towards the subcontracting requirement unless such materials, goods, and supplies are purchased from certified small business enterprises.

C.2.1.2 A prime contractor which is certified as a Small Business Enterprise shall not be required to comply with the provisions of section C.2.1.1. Bidders shall submit the Subcontracting Plan Form included as Attachment E.

C.2.1.3 Neither the Contractor or a Subcontractor may remove a Subcontractor or tier-Subcontractor if such Subcontractor or tier-Subcontractor is certified as a Local, Small or Disadvantaged Business Enterprise (LSDBE) unless the Department approves of such removal. The Department may condition its approval upon the Contractor developing a plan that is, in the Department's sole and absolute judgment, adequate to maintain the level of LSDBE participation on the Project as required under this Contract.

C.2.1.4 A list of Certified Business Enterprises can be found on the District of Columbia, Department of Small and Local Business Development website at <http://dslbd.dc.gov/DC/DSLBD>, click on "Doing Business in the District", click on "Find CBE Certified Contractors."

C.3 Residency Hiring Requirements for Contractors and Subcontractors:

C.3.1 At least fifty-one percent (51%) of the Bidder's team and every sub-consultant's employees hired after the Bidder enters into a contract with the Department, or after such sub-consultant enters into a contract with the Bidder to work on this Project, shall be residents of the District of Columbia.

C.3.2 Upon execution of the contract, the Bidder and all of its member firms, if any, and each of its subcontractors and sub-consultants 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.

C.3.3 The Bidder shall comply with subchapter X of Chapter II of Title 2, and all successive acts thereto, including by not limited to, the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011, and the rules and regulations promulgated thereunder. The Bidder and all member firms, subcontractors, tier subcontractors, sub-consultants, 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, Attachment G, 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 D COMPLIANCE REQUIREMENTS

D.1 Conformance with Laws:

It shall be the responsibility of the Contractor to perform the agreement in conformance with the Department's Procurement Regulations (27 DCMR § 4700 *et seq.*) and all statutes, laws, codes, ordinances, regulations, rules, requirements and orders of governmental bodies, including, without limitation, the U.S. Government and the District of Columbia government. It is the sole responsibility of the Contractor to determine the Department's procurement regulations, statutes, laws, codes, ordinances, regulations, rules, requirements and orders that apply and their effect on the Contractor's obligations thereunder.

D.2 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.

D.3 Standard Contract Provisions:

The Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects (Revised March 2011) are hereby incorporated by reference.

D.4 Living Wage Act:

The Living Wage Act is applicable to this Contract. As such, the Contractor and its subcontractors shall comply with the wage and reporting requirements imposed by that Act (Attachment F).

D.5 Davis-Bacon Act:

The Davis-Bacon Act is applicable to this Project. As such, the Contractor and its trade subcontractors shall comply with the wage and reporting requirements imposed by this Act. Applicable wage determination rates are attached hereto as Attachment I.

D.6 Apprenticeship Act:

The Apprenticeship Act shall comply with this contract and the Contractor and all of its trade subcontractors shall be required to comply with that act. In addition, thirty-five percent (35%) of all apprentice hours worked on the Project shall be worked by District residents.

SECTION E
EVALUATION AND AWARD CRITERIA

E.1 CONTRACT AWARD:

E.1.1 This procurement is being conducted in accordance with the provisions of §4720 of the Department's Procurement Regulations (27 DCMR, Chapter 47).

E.1.2 The District reserves the right to accept/reject bids resulting from this solicitation. The Chief 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.

E.1.3 The District intends, but is not obligated to, make an award to the qualified Bidder whose bid is responsible and responsive to the IFB and is most advantageous to the Department considering only price and the price-related evaluation factors identified in the IFB.

SECTION F
BID ORGANIZATION AND SUBMISSION

This section outlines specific information necessary for the proper organization and manner in which Bidder's bid submissions shall be proffered. References are made to other sections in this IFB for further explanation.

F.1 Bid Identification:

Bids shall be proffered with an original and three (3) hard copies as well as two (2) electronic copies on CD-ROM or USB flash drive. The Bidder's submission shall be placed in a sealed envelope conspicuously marked: **"Solicitation Number: DCAM-15-CS-0147 - Renovation Of DMV Inspection Station At Half Street, SW"**

F.2 Delivery or Mailing of Bids:

Submissions shall be delivered or mailed to:

Department of General Services
Attn: James Marshall, Supervisory Contract Specialist
2000 14th Street, NW 8th Floor
Washington, D.C. 20009
Phone: (202) 727-7119

F.3 Date and Time for Receiving Bids:

Submissions shall be received no later than 2:00 p.m. local time on August 6, 2015. The Bidder assumes the sole responsibility for timely delivery of its submission, regardless of the method of delivery.

F.4 Attachments

The Bidder shall complete and include the following attachments with their bid:

- (a) Form of Offer Letter - Each Bidder shall submit a Form of Offer Letter (Attachment B);
- (b) Disclosure Statement – Each Bidder shall submit a Disclosure Statement (Attachment C);
- (c) Tax Affidavit - Each Bidder shall submit a tax affidavit substantially in the form of Attachment D. In order to be eligible for this procurement, Bidders must be in full compliance with their tax obligations to the District of Columbia government;
- (d) Subcontracting Plan Form - Each Bidder shall submit a Subcontracting Plan Form substantially in the form of Attachment E;
- (e) First Source Employment - Each Bidder shall submit the First Source Employment Agreement in the form of Attachment G.
- (f) Bid Bond or Bid Guarantee Certification - Each Bidder shall submit a Bid Bond Attachment J or Bid Guarantee Certification substantially in the form of or Attachment K; and
- (g) LSDBE Certification Letter

SECTION G
BIDDING PROCEDURES & PROTESTS

G.1 Contact Person:

The contact person for this IFB is:

Andrei G. Howze, Contract Specialist
Department of General Services
Contracts and Procurement Division
2000 14th Street, NW, 8th Floor
Washington, DC 20009
Phone: (202) 698-1026
Email: Andrei.Howze2@dc.gov

G.2 Pre-Bid Conference And Site Visit:

A pre-bid conference and site visit will be held at July 22, 2015 at 10:30 a.m. at 1001 Half Street, SW, Washington, DC. Interested Bidders are strongly encouraged to attend.

G.3 Explanations To Prospective Bidders:

Each Bidder shall carefully examine this IFB and all amendments, addenda, and other revisions, and thoroughly familiarize itself with all requirements prior to proffering a bid. 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 a request 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 bids 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 will not be binding.

Requests for explanation or interpretation shall be directed to Andrei G. Howze at the email address listed in Section G.1 no later than July 27, 2015 at 2:00 p.m. The person making the request shall be responsible for prompt delivery.

G.4 Protests:

Protests shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of bids. 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 bids. In all other cases, a protester shall file the protest within seven (7) days after the protester knows or should have known of the defect, 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 Bidders only. To the extent any provision of this section is inconsistent with the Procurement Regulations, the more stringent provisions shall prevail.

G.5 Retention Of Submissions:

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

G.6 Examination of Bids:

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.

G.7 Late Bids and Modifications:

- (a) Any bid or best and final offer received at the Department designated in this IFB after the exact time specified for receipt shall not be considered.
- (b) Any modification of a bid, including a modification resulting from the CO's requests for best and final offers, is subject to the same conditions as in G.8.(a) stated above.
- (c) The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.
- (d) Notwithstanding any other provisions of this Invitation For Bids to the contrary, a late modification of an otherwise successful bid which makes its terms more favorable to DGS may be considered at any time it is received and may be accepted.
- (e) Bids shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of bids.

G.8 No Compensation for Preparation of Bids:

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any bids submitted in response to this IFB, or prepared in connection therewith, including, but not limited to, any bids, statements, reports, data, information, materials or other documents or items.

G.9 Rejection of Bids:

The Department reserves the right, in its sole discretion:

- (a) To cancel this solicitation or reject all bids;
- (b) To reject bids that fail to prove the Bidder's responsibility;
- (c) To reject bids that contain conditions and/or contingencies that in the Department's sole judgment, make the bid indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award;
- (d) To waive minor irregularities in any bid 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 bid of any Bidder that has submitted a false or misleading statement, affidavit or certification in connection with such bid or this Request for Bids.
- (g) To reject as non-responsive any bid that fails to include a subcontracting plan that is required by law.

G.10 Limitation of Authority:

Only a person with prior written authority from the CO 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 CO or its authorized representative.

SECTION H INSURANCE REQUIREMENTS

H.1 Required Insurance:

The Contractor shall maintain the following types of insurance throughout the life of the contract.

- H.1.1** 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. The Contractor will be required to maintain this coverage in force for a period of at least two years after substantial completion.
- H.1.2** 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.
- H.1.3** 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.
- H.1.4** Excess umbrella liability coverage (on at least a follow form basis) and when combined with the general liability policy has an aggregate limit of at least Two Million Dollars (\$2,000,000).

H.2 Additional Insureds:

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.

H.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.

H.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 I BONDS

I.1 Bid Bond:

I.1.1 Bidders shall submit with their bid a Bid Bond in the amount of **5%** of the Bidder's lump sum price. The Bidder's Bid Bond shall be submitted in substantially the form provided as Attachment J. All bonding companies shall be licensed to conduct business in the District of Columbia and be included on the United States Department of Treasury's website Listing of Approved Sureties.

I.1.2 Alternatively, Bidders may submit a cashier's check or irrevocable letter of credit in lieu of a Bid Bond. If the Bidder chooses to submit a cashier's check or letter of credit in lieu of a bid bond, the Bidder shall complete the form included as Attachment K and return, notarized, with the Bidder's bid. Letters of credit must be: (i) unconditional and standby; (ii) irrevocable; (iii) issued by an FDIC insured institution that is reasonably acceptable to the Department; and (iv) able to be drawn on in the Washington, DC metropolitan area. The letter of credit shall provide that it may be drawn upon if the holder of the letter of credit submits a signed statement by Department's CCO stating that the Bidder has failed to enter into a contract consistent with the terms of this procurement and the Bidder's bid submitted thereunder.

I.1.2.1 In the event a Bidder who is awarded a contract fails to post a payment and performance bond for the full value of the contract, the Bidder shall thereby forfeit the full amount of the cashier's check or letter of credit, and the Department will collect such funds as liquidated damages.

I.2 Payment and Performance Bond:

The Contractor shall be required to provide payment and performance bonds, each having a penal value equal to 100% of the contract amount prior to performing any work on the contract. All bonding companies must be licensed to conduct business in the District of Columbia and be included on the Department of Treasury's Listing of Approved Sureties website.