

**REQUEST FOR PROPOSALS ("RFP")**

**DCAM-17-NC-0015**

**Project Management Services DCPS and DPR Portfolio Projects**

**QUESTIONS & ANSWERS**

<b>1.</b>	<b>Does “any Offeror receiving a contract under this solicitation shall be CBE certified” mean that only CBE certified firms shall be awarded a contract as the statement suggests? Please clarify.</b>
	No, the Project Management Services for DCPS and DPR Portfolio Projects RFP is being solicited in the Open Market and CBE Certification is not a requirement to qualify for award under this solicitation. Please refer to Addenda No. 6 Item No. 1, dated December 29, 2016.
<b>2.</b>	<b>How would one prove that a delay in providing you one of those reports have caused you the damages that you seek? For example, how would DGS prove that a consultant has cause \$25,000.00 damages because they have changed a Project Manager?</b>
	The liquidated damages associated with personnel changes are to protect the District's interest and assure project stability. There are provisions for allowable changes in staff approved by the District. Project Manager personnel changes are controlled by the consultant.
<b>3.</b>	<b>If there are Liquidated Damages, the Law states that there must be incentives. What are the incentives if I were to submit those reports early? What would be the incentive if the consultant kept the PM for the duration of the contract?</b>
	There are no incentives if reports are submitted early, but it is in the Contractors interest to ensure project continuity and continuation of work with DGS.

4.	<p>Historically, a Construction Manager Agent (Coma) contract does not carry liquidated Damages (LD) for the contractor in any respect. In particular, on a CBE led Coma solicitation a LD liability could cause significant financial hardship to a small business. Please advise if the District is willing to delete the clause all together, or at least modify the triggers and penalty threshold for the LD clause. The LD clause indicates there are a high number of potential reporting failure triggers, and the District will only forgive a reporting failure if the failure is associated to “any event of Force Majure”, which literally translates to an act of God. In the event that a contractor has an external dependency(s) beyond their ability to control associated to a reporting failure which was not due to an act of God, will the District seek to enforce the liquidated damages clause, or is there an alternate process available to relieve the contractor from liability in certain circumstances? Examples may include such things as receiving untimely responses or a change of directives from DGS, DCPS, DPR, a governing authority or municipal agency.</p>
	<p>DGS will not remove the liquidated damages clause.</p>
5.	<p>There is no time indication for when contractors will actually receive a task order award, or how many or which staff members would ultimately be required for a particular project. The clause then raises a question if the District has an expectation that contractors retain staff to ‘sit on the bench’ and remain uncommitted to any other contract while waiting for the District to award task orders. For many contractors such an expectation of maintaining staff on payroll while not billable would constitute a financial hardship. Please confirm the liquidated damages clause associated to changes for project personnel are applicable only after a task order has been awarded and notice to proceed is received. Please confirm it is acceptable that prior to a task order award and NTP the contractor’s staff may be committed other on other projects, and in such a case staff substitutions may well be required at the time of award, without incurring LDs.</p>

	<p>The provision associated with the liquidated damages clauses are tied to each specific Task Order. The District will review resumes of proposed staff subject of each individual Task Order prior to the execution.</p>
<p>6.</p>	<p><b>The RFP indicates that key personnel will need to be proposed and if they are removed without prior written consent of the Department’s Designated Representative, liquidated damages will be incurred. Availability of highly skilled personnel cannot be guaranteed when a task order NTP is not guaranteed, or when the NTP could come months after key personnel are proposed. The Contractor should have the latitude to replace a key personnel as long as there are no damages resulting from the replacement. Please consider removing or relaxing this provision.</b></p> <p>No, DGS will not remove this provision, please refer to the response provided under Question No. 5.</p>
<p>7.</p>	<p><b>Please provide the mechanism for enforcement of the \$25,000 liquidated damages provision.</b></p> <p>Liquidated damages if enforced, will be handle as a deductive Change Order/Modification.</p>
<p>8.</p>	<p><b>The RFP indicates that the failure to provide certain deliverables will be subject to liquidated damages clause.( Paragraph B.8) The only exception to the liquidated damage clause is “Force Majeur”. However, the provision of many of these deliverables is highly dependent upon other government contractors, agency approvals, and agency decisions. Please consider modifying this language to say “...and unless such failure is caused by others, or the result of any event of Force Majeur...”.</b></p> <p>No, DGS will not remove this provision. The majority of the liquidated damages are tied to various contractually required reports or similar type deliverables subject of individual Task Orders. The District considers these deliverables independent from contractor activities.</p>

	<p><b>How would DGS prove that a delay in providing you one of those reports have caused you the damages that you seek?</b></p>
<p><b>9.</b></p>	<p>Please refer the response provided under Question No. 5</p>
	<p><b>How would DGS prove that because of a change in project manager; caused \$25,000.00 in damages? It seems as if the dollar value that is being placed on the potential damage is excessive. It does not seem enforceable.</b></p>
<p><b>10.</b></p>	<p>Please refer the response provided under Question No. 5</p>
	<p><b>The RFP is listed on the website as Full and Open Competition, however, the RFP states that it is intended for CBE's. Please clarify which is accurate.</b></p>
<p><b>11.</b></p>	<p>Please refer to the response provided under Question No. 1.</p>
	<p><b>If a CBE JV's with a non-CBE, what % of the CBE goal is the CBE able to take credit for?</b></p>
<p><b>12.</b></p>	<p>The Department of Small and Local Business Development (DSLBD) establishes the regulations associated with Joint Ventures (JVs) please reach out to DSLBD for additional information regarding Joint Ventures and CBE preference point assignment.</p>

13.	<p><b>Both attachment C (Minimum Requirements for Personnel Classifications) and attachment D (MS Excel Bid Form) note the requirement for a “Field Superintendent”. However, Attachment D (MS Word Offer Letter) conflicts with this and notes the position as a “Field Inspector” . Given that a “Field Superintendent” is a position that directs all on site construction activities and is a position typically filled by General Contractors, could you please confirm the requirement for this position?</b></p>
	<p>Please see Attachment D - Offer Letter (Revised 5-Jan-2017) incorporated by Addenda No. 8 Exhibit B.</p>
14.	<p><b>Does CBE preference point from the subcontractor apply toward the CBE prime contractor or only apply to CBE prime contractor during the evaluation , please clarify.</b></p>
	<p>No, CBE preference points are only applicable to a prime contractor certified by DSLBD as a District CBE/SBE.</p>
15.	<p><b>Does DGS anticipate releasing a separate IDIQ contract for cost estimating services? If yes, approximately when will such a solicitation be issued?</b></p>
	<p>Yes, DGS will release a separate RFP for cost estimating services during the first calendar quarter of 2017 (January - March).</p>

16.	<p><b>Firms awarded a contract under the Project Management Services IDIQ contract, will they be eligible to bid and be awarded a cost estimating services IDIQ contract? Or would that be considered a potential conflict of interest?</b></p> <p>No, DGS intends to obtain cost estimating services through a separate procurement.</p>
17.	<p><b>The RFP states 3-5 firms will be selected for a combined schools/parks portfolio value of approximately \$300M per year over a potential period of 5 years, which implies a potential aggregate value of \$900M to \$1.5B. It also states each contractor may be assigned a total value of \$250M over the life of the contract, which implies a potential aggregate value of \$750M to \$1.25B. Please clarify for combined the schools/parks portfolio which anticipated range of potential aggregate values is correct.</b></p> <p>The potential aggregate value is anticipated at \$300 Million per year and aggregate value of \$900 Million to \$1.5 Billion.</p>
18.	<p><b>Please identify if the selected contractors are primarily responsible for, thus assuming a liability, the delineation of land use, zoning and urban development requirements, and acting to secure the associated project entitlements, or how the contractors are to act in a support role to the District.</b></p> <p>Land Use, zoning and urban development requirements are not the responsibility of the potential awardees. However, the selected CM/PM vendors may be asked to assist the District's assigned land use Atoners and or other land use Consultants.</p>

<p>19.</p>	<p><b>The District indicates task orders will be priced as lump sum. However, historically lump sum pricing for construction management services does not require the submission of time sheets to qualify payment amount by multiplying hours expended with staff rates, nor does lump sum pricing lend itself to a claw back clause. The clauses suggest that although the contractor’s lump sum compensation may be monetarily impacted negatively for not expending the full anticipated level of effort, at the same time there is no mention of providing a monetary benefit to a contractor having to expend efforts beyond that which was submitted as a lump sum price. Such clauses can blur the lines between lump sum and time and materials pricing structures. In the interest of achieving the industry standard for fair and reasonable pricing, please clarify the RFP intent as it relates to the pricing structure for proposed task orders.</b></p>
	<p>The Contractors Task Order Pricing shall be lump sum and the Contractor shall submit timesheets for auditing purposes as defined in the statement of work.</p>
<p>20.</p>	<p><b>One clause states that any Offeror receiving a contract under this solicitation shall be CBE certified by DSLBD. However, another clause appear to indicate only that additional grading points would be given, and that the District has a preference for a CBE as the prime contractor and will then waive certain requirements for a CBE prime. Please clarify the CBE clause intent, and if the District will consider awarding a contract under this solicitation to a non-CBE prime Offeror in any circumstance.</b></p>
	<p>Please refer to the response provided under Question No. 1.</p>

21.	<p><b>Please clarify if the District’s intent is to qualify Offeror as eligible for an award only if 51% of the staff being proposed on the offeror's team resides within the District of Columbia. If so it would seem this requirement for the offeror's staff to have DC residency supersedes all other applicable proposed staff requirements, including capability to perform services and provide DGS with best staffing value. Please advise if the District will consider modifying or deleting this clause in the interest of DGS receiving the best staffing value.</b></p>
	<p>No DGS does not have the authority to waive the requirements under the First Source Employment Agreement. The First Source Employment Agreement and its requirements are administered by the Department of Employment Services (DOES). All Contractors expecting to do business with the District Government are required to comply with the First Source Employment Agreement rules and regulations.</p>
22.	<p><b>Please advise if the District is willing to extend the proposal due date to Friday December 23, 2016 by 11:00am.</b></p>
	<p>Please see Addenda No. 8., Item No. 2 for new proposal submission deadline.</p>
23.	<p><b>Will the bid form be amended to include rates for other functions required in the Sections B.2.2, (Preliminary Project Budget) B.2.3 (Preliminary Project Schedule) and B.2.4 (Preliminary Land Use/ Entitlement Evaluation)?</b></p>
	<p>No, the bid form will not be revised. Those rates for additional services not included as part of the RFP will be negotiated post award through the Request for Task Order Proposal (RFTOP) process as set forth in Section A.2, B.12, B.13 and B.14.</p>



<p>24.</p>	<p><b>The current RFP contemplates time sheet reporting requirements and clawback provisions (Section B.14- Level of Effort &amp; Clawback) for firm fixed priced task orders, These provisions have the effect of shifting risk of delayed or non-performance to the PMC while simultaneously shifting all reward of early performance to the Department. This does not appear to be consistent with Federal, or DC procurement statutes. Please confirm that firm fixed priced task orders must be validated with time sheets as currently stated in the RFP and that firm fixed priced task orders will be subject to the Clawback Provisions clause. Would DGS consider removing these provisions?</b></p>
	<p>No, DGS will not remove this provision, please refer to the response provided under Question No. 20.</p>
<p>25.</p>	<p><b>Delay of performance of a project could be the result of many factors including owner approval process, permitting, and the efforts of other government contractors. The current RFP does not take these delays into account for firm fixed price task orders. Please confirm that delays that are not due to nonperformance on the part of the PMC can be compensated for through request for equitable adjustment.</b></p>
	<p>Compensation for delay will reviewed on a case-by-case basis. The District contends that even if the project is delayed through no fault of the Project Management Consultant ("Contractor"), that the Contractor will still have sufficient work to do. The timing of said Task Order may be extended to compensate for the delay.</p>
<p>26.</p>	<p><b>Please confirm the response provided in the pre-proposal conference of Tuesday, November 29 that in general, B.2.2 and B.2.3 are envisioned to be provided by other government contractors, and as such, rates that are to be submitted under this RFP should NOT include rates for accomplishing this work, rather, any task orders requiring project schedules or budgets will be subject to separate pricing negotiations.</b></p>
	<p>The Contractor shall provide pricing in accordance with the Attachment D - Bid Form.</p>

27.	<p><b>Please confirm the number of resumes per each position that are being requested to be submitted in the package (Section E. 4.2.4).</b></p>
	<p>The Contractor shall submit resume(s) for proposed staffing in accordance with the definitions and minimum qualifications for key personnel roles defined in Section B.16.1 of the Scope of Work, Attachment C - Minimum Requirements for Personnel Classifications and Attachment D - Offer Letter (Rev 5-Jan-2017) Addenda No. 8 Exhibit B.</p>
28.	<p><b>Please provide the planned Task Order request form.</b></p>
	<p>The scope of services subject of individual Request for Task Order Proposal (RFTOP) is unknown at this time.</p>
29.	<p><b>Please confirm the Project Management Information System expected to be used for all task orders.</b></p>
	<p>Contractors shall use the Prolog PMIS.</p>
30.	<p><b>Please confirm whether the PMIS will be provided to the Project Management Consultant or whether the consultant should include the provision of PMIS in the pricing.</b></p>
	<p>DGS will provide access to Prolog for all awarded Project Management Consultants.</p>

31.	<p>We would like to request that DGS consider postponing the due date of this proposal. There were a significant number of important questions raised at the pre-proposal meeting, and it is important that respondents have adequate time to react to the answers that DGS provides via amendment.</p>
	<p>Please see Addenda No. 8., Item No. 2 for new proposal submission deadline.</p>
32.	<p>Please confirm that as described by DGS during the pre-bid conference, some of the services described in Section B will be performed by other DGS consultants, in which case the Project Management Contractor's role will be limited to managing the task.</p>
	<p>Specific scopes and services will be determined on a Task Order by Task Order basis.</p>
33.	<p>Please confirm that the liquidated damages described in Paragraph B.8 will not apply when the delay is outside the Project Management Contractor's control (e.g., a late deliverable from another DGS contractor).</p>
	<p>Confirmed.</p>
34.	<p>In the paragraph C.2 sentence "For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted...", should the word "contracts" be interpreted as "task orders"?</p>
	<p>The SBE Subcontracting plan is applicable to each individual Task Order issued against the Contract.</p>

35.	<p><b>Please confirm that the Paragraph C.2 requirement will be waived when the requirement cannot be subdivided (e.g., a single Project Manager).</b></p> <p>DGS does not have the authority to waive the SBE Subcontracting Plan requirements. The granting of a waiver is subject to the requirements stipulated by DSLBD and the agencies independent approval.</p>
36.	<p><b>Please review Paragraph B.17, which makes the Project Management Contractor responsible for the cost of all delays less than 30 days and delays due to differing site conditions or adverse weather for an unlimited duration. This clause puts the Project Management Contractor at significant risk for circumstances outside its control. Since the Project Management Contractor’s costs are primarily staff related, will we be able to reassign our staff during these uncompensated periods of delay outside our control? If not, will we be compensated for our staff costs?</b></p> <p>If any such delay exceeds 30+ days the Department will on a case-by-case basis determine if staffing reassignment is feasible and in the best interest of the District.</p>

37.	<p><b>Please confirm that submission of comments or questions consistent with paragraph A.6 will not result in a disqualification as inferred by paragraph F.12.C.</b></p>
	<p>Submission of comments and or questions specific to paragraph A.6 (Form of Contract) will not automatically deem a proposal submission non-responsive. The Department reserves the right to review all submissions for consideration as deemed most advantageous to the District.</p>
38.	<p><b>When does DGS plan to release the Form of Contract (A.6) as any proposed changes are to be identified in our submission?</b></p>
	<p>Please refer to Addenda No 5, dated December 22, 2016.</p>
39.	<p><b>The RFP indicates that “an Offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law.” We are unaware of what may be required by law. Please provide us with the specifics of the law and provide us with your reference. If we submitted a completed Attachment H does that suffice as our Subcontracting Plan? Is anything further required? Does Attachment H need to be notarized?</b></p>
	<p>The potential Offeror must submit a <u>signed</u> Attachment H - SBE Subcontracting form indicating its intent to self perform or subcontract. The SBE Subcontracting form does not require a formal notary.</p>

<p>40.</p>	<p><b>C.3 states that “At least fifty-one percent (51%) of the Offeror’ s Team and every sub-consultant’s employees hired after the Offeror enters into a contract with the Department, or after such sub-consultant enters into a contract with the Offeror, to work on this project, shall be residents of the District of Columbia. Upon execution of the contract, the Offeror 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.” Is that upon execution of the overarching PM Services IDIQ Contract (DCAM-17-NC-0015) or each specific Task Order?</b></p>
	<p>The First Source Employment Agreement is applicable to the individual Task Orders issued against the Contract.</p>
<p>41.</p>	<p><b>If we include specialized and limited services of subcontractors in our proposal, can they compete for their full scope of services for projects awarded to other PM firms in the IDIQ? Specifically, if we include a design company in our PM bid and our bid is successful, can the design company still compete for design bids on similar projects within the district or the same projects? Serving on a team does not preclude a limited service or subcontractor from pursuing any other work with DGS, DCPS or DPR, does it?</b></p>
	<p>Any design company will be precluded from doing design work on projects for which the PMC is assigned.</p>

42.	<b>Is the Offeror (Prime team member) required to provide 51% of the labor in house or can it subcontract outside of their staff?</b>
	The First Source Employment Agreement is applicable to both the Prime and the Subcontractor.
43.	<b>D.3 states “Any Offeror receiving a contract under this solicitation shall be CBE certified by DSLBD at the time of proposal submission and shall remain CBE certified throughout the term of the contract. This statement is contradictory to C.1, D.5 and E.4.1.6 where it states preference will be given to CBE firms. Can you please clarify this statement further?</b>
	Please refer to the response provided under Question No. 1
44.	<b>D.5.1 We are missing the beginning of the first sentence – starts with “engage contractors with experience necessary...” Can you please provide the full sentence?</b>
	Please refer to Addenda No 8, Item No. 4.

	<b>F.5 middle of the paragraph – we are missing the beginning of a sentence – starts with “price will be evaluated; however, while price or total...” Can you please provide the full sentence?</b>
45.	There are no changes to this section.
	<b>F.8 sub category B references F.7.A – since there is no F.7.A we assume that is referring to simply F.7?</b>
46.	Please refer to Addenda No. 8, Item No. 5.
	<b>D.5.2 discusses key personnel. How does DGS define Key Personnel?</b>
47.	Key personnel are defined in Section B.16.1 of the Scope of Work, Attachment C - Minimum Requirements for Personnel Classifications and Attachment D - Offer Letter (Rev 5-Jan-2017) incorporated by Addenda No. 8 Exhibit B.