

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES



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D.C. DEPARTMENT OF GENERAL SERVICES

**REQUEST FOR PROPOSALS**  
***REVISED 2-DECEMBER-2016***

**Solicitation Number: DCAM-17-NC-0015**

**PROJECT MANAGEMENT SERVICES DCPS & DRP PORTFOLIO PROJECTS**

**Solicitation Issue Date:** Wednesday, November 16, 2016

**Proposal Due Date:** **Monday, December 19, 2016 by 11:00 a.m. EST**

**Proposal Delivery Location:** Department of General Services  
Contracts & Procurement Division  
**Attn: George G. Lewis, CPPO**  
Frank D. Reeves Center  
2000 14<sup>th</sup> Street, NW | 8<sup>th</sup> Floor  
Washington, DC 20009

**Pre-Proposal Conference:** **Tuesday, November 29, 2016 at 10:30 a.m.**  
2000 14th Street, NW, 5th Floor  
6<sup>th</sup> Floor - DPW Large Conference Room

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## Executive Summary

The Department of General Services (“**Department**” or “**DGS**”) is issuing this Request for Proposals to engage three (3) to five (5) separate firms (each, a “**Project Management Contractor**”) to provide project management services on an indefinite delivery/indefinite quantity (IDIQ) basis for support of new construction and renovation projects within the District of Columbia Public Schools and Department of Parks and Recreation portfolios. The resulting IDIQ contracts will have a one year term with four one-year (1) renewal options. Combined, these two portfolios are expected to average approximately \$300 million per year in construction volume spread over ten (10) to fifteen (15) separate projects.

It is contemplated that the management of each individual project will be competed among the IDIQ Awarded Project Management Contractors engaged through this solicitation. As projects are initiated, the Department will request a project-specific proposal (such proposal, a “**Request for Task Order Proposal**”) from the Project Management Contractors as is more fully described in *Section A.2* and *Section B*. A Task Order will then be awarded to one of the Project Management Contractors. The selection process for each of these Task Orders will involve project specific competition based on the Project Management Contractors’ demonstrated experience with facilities similar to the project, the proposed staff assignments for the project and the Project Management Contractor’s management plan for the specific project. Please see *Section B* for a more detailed description of this process. Absent unusual circumstances, the Project Management Contractor awarded a Task Order will be expected to manage and oversee the project from beginning to end.

Ultimately, Task Orders will be awarded on the basis of what is most advantageous to the District. In general, however, it is anticipated that over the life of the IDIQ contract each of the selected Program Management Contractors will be assigned between seven (7) and ten (10) projects having an aggregate value of approximately \$250 million over the life of the IDIQ contract.

The typical project duration is expected to be on the order of three (3) years with approximately eighteen (18) months for planning, land use/entitlements, and design; and another eighteen (18) months for construction and building hand-over. It is expected, however, that some projects will have durations of as little as one year while others could extend to be as long as four years. DGS anticipates Project size to range from \$2 to \$3 million at the low end and \$100 million at the high end. Project types include K-12 school facilities (i.e. elementary schools, middle schools, high schools and education campuses) as well as parks, recreation centers, and pools (both indoor and outdoor).

## **A.1 Potential Projects/Capital Improvement Plans**

As part of the annual budget process, the Mayor prepares and submits to the Council of the District of Columbia a Capital Improvement Plan that shows proposed expenditures for the next six (6) years. Copies of the approved Capital Improvement Plan for the DCPS and DPR portfolios are included as *Attachments A & B*. It should be noted that the Capital Improvement Plans are subject to adjustment and the attached plans are intended to provide an overview of the general scope and nature of the portfolios. The Department intends to award up-to five (5) Contracts pursuant to this RFP. The IDIQ Contracts awarded pursuant to this RFP are based on the the fixed, fully loaded hourly rates set forth in *Attachment D* – Bid Form and in accordance with *Section A.3.1*. The Department will order and the Contractor shall deliver at least the minimum of \$250.00 of services and the Department *may* order a maximum of \$3,000,000.00 in services during a Contract period.

## **A.2 Task Orders/Award Process**

All work under the resulting IDIQ contracts will be awarded by Task Order, and in no instance shall a Project Management Contractor be entitled to compensation for work that was performed without a Task Order. Absent unusual circumstances, Task Orders will be awarded through a competitive process run by the Department as new projects are initiated. For each project, the Department will request a Task Order Proposal from two (2) or more of the IDIQ Awarded Project Management Contractors. In general, such firms will have two weeks to prepare and submit a Task Order Proposal. The Task Order solicitation process is more fully described in *Section B*.

## **A.3 Task Order Pricing**

The Department desires to award the Task Orders on a firm, fixed price basis as is further outlined in *Section B*. As such, with each Task Order Proposal, the Offeror shall prepare a detailed level of effort chart that shows the expected time commitment for each of its proposed staff members by month throughout the expected duration of the engagement. That level of effort (expressed in hours) will be multiplied by the approved hourly rate for each such individual and converted into a firm, fixed price for the entire team.

**A.3.1 Pricing:** In response to this RFP, Offerors *shall* provide a schedule of *fixed, fully loaded* hourly rates for the personnel categories identified in the Bid Form *Attachment D* in accordance with the minimum requirements for each personnel category identified in *Attachment C*.

## **A.4 DGS Project Manager**

A DGS employee will be assigned to serve as the Project Manager for that project and who will serve as the COTR for the Task Order associated with such project. The Project Management Contractor shall provide support to such Project Manager with the understanding that the Project Manager shall be kept informed of all significant matters affecting the Project and who (subject

to appropriate DGS internal approvals) shall make any significant decisions related to the project.

## **A.5 Project Phases/General Scope of Work**

In general, the Project Management Contractor's work will be divided into the following five phases for each project: (i) Programming & Needs Assessment; (ii) Concept Design & Control Budget; (iii) Project Design & Entitlements; (iv) Final Design & Construction; and (v) Project Close-out. In general, each of these phases is described below:

- **Programming & Needs Assessment** – During this phase, the Project Management Contractor will work with DGS and the client agency (either DCPS or DPR, and each a “**Client Agency**”) to finalize the program for the project and to develop a preliminary budget (the, “**Preliminary Budget**”). Work during this phase will be “internal” to the government and will focus on identifying the Client Agency’s programmatic and operational needs and to develop a preliminary estimate of likely cost. The Project Management Contractor will also be required to develop a baseline schedule for the Project. Depending on the project’s circumstances, a design consultant may be engaged during this phase to assist in project scoping. A project delivery plan will also be developed and approved by DGS and the Client Agency that sets forth whether the project will be delivered through a design-bid-build, construction management or design-build delivery method.
- **Concept Design & Control Budget** – During this phase, a design team (either an architect or design-builder depending upon the approved project delivery method) will be engaged and a concept design will be prepared. The Project Management Contractor shall assist the assigned DGS Project Manager is supervising and managing the design team and will be required to prepare a detailed project budget based on the approved concept design (the, “**Control Budget**”). The Control Budget should be based on the Preliminary Budget and should reflect the Project Management Contractor’s best professional judgment as to the project’s likely final cost. It should include all of the costs that will be incurred by DGS and the Client Agency and should specifically address the cost of FF&E, swing space, 3<sup>rd</sup> party services, and project management in addition to the hard and soft costs of construction.
- **Project Design & Entitlements** – During this phase, the design shall be progressed through the design development phase and necessary land use approvals will be obtained. If the project is being delivered through a construction manager or bridging design-build method, the construction manager or design-builder will be engaged. The Project Management Contractor will be required to work with the selected team members to advance the design in a manner that is consistent with the Department’s budget, schedule, programmatic and aesthetic goals. The Project Management Consultant will be required to update the Control Budget throughout this phase. The phase will end when the Department and its Client Agency have agreed upon a set of design development documents and a budget for the project.
- **Final Design & Construction** – During this phase, the Project Management Contractor will assist the DGS Project Manager in supervising and managing the design and construction

teams so as to complete the design (i.e. construction documents and construction administration) and build the project. The Project Management Contractor shall also provide support as may be necessary with respect to constructing swing space, purchasing FF&E, coordinating 3<sup>rd</sup> party services and other matters related to the project. While construction is underway, the Project Management Contractor shall visit the site as and when appropriate given the size, scale, schedule and nature of the project and shall use commercially reasonable efforts to guard the Department from defective or non-conforming work and/or poor quality of work, delay and unnecessary change orders. This phase will end once the project has achieved substantial completion.

- **Project Close-out** – During this phase, the Project Management Contractor will assist the DGS Project Manager in managing the punch-list process, building commissioning, LEED certification process and obtaining a complete set of close-out deliverables (O&M Manuals, record drawings, training, etc.). The Project Management Contractor shall also assist the Department in negotiating close-out change orders and closing-out project specific contracts. The Project Management Contractor shall also assist the Department in connection with HVAC start-up activities associated with the first heating and cooling season and the eleven (11) month project walk.

Please refer to **Section B** of this RFP for a more detailed description of the scope of work. The Department reserves the right to revise the scope of work in specific Task Orders.

## **A.6 Form of Contract**

Offerors should carefully review the Form of Contract to be issued by Addenda prior to submitting their proposal. To the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their proposal with the express understanding that, if they are awarded, they will be required to enter into a contract with DGS that is substantially similar to the Form of Contract. If an offeror desires any proposed changes to the Form of Contract, it must clearly identify and describe them in its proposal. Any offeror that fails to include any proposed changes in its proposal shall be precluded from raising them after submitting its proposal.

**A.6.1 Base Term:** The base term of the IDIQ Contract(s) will be for one (1) year from the date of award.

**A.6.2 Option Year(s):** The Department shall have the right to unilaterally extend the term of this agreement for four (4), one (1) year option periods or successive portions thereafter. The Department shall give the Contractor preliminary, written notice of its intent to exercise an option period at least thirty (30) days in advance of the contract expiration. The Contractor may waive the thirty (30) day notice requirement by providing a written waiver to the Contracting Department prior to the expiration of the Contract.

**A.6.3 Option Year Pricing:** In the event the Department exercises its option to extend the term of the Agreement to cover the Option Period(s), the fixed, fully

loaded hourly rates applicable to such Option Year(s) are set forth in the Bid From *Attachment D*.

**A.7 Contractor’s Compensation**

The contract(s) pursuant to this Request for Proposal (“RFP”) will be an Indefinite Delivery, Indefinite Quantity (“IDIQ”) contracts. The Contractor(s) sole compensation will be based on fixed, fully loaded hourly rates for performing Project Management Services as described in *Section B* – Scope of Work (SOW). The pricing as defined in the SOW and in accordance with the Bid Form *Attachment D* shall be the Contractor’s sole method of compensation for all work performed and required under the contract.

**A.8 Selection Criteria**

Proposals will be evaluated in accordance with *Section D* of this RFP. The following evaluation criteria will be used:

- Experience & References (20 points)
- Key Personnel (20 points)
- Project Management Plan (40 Points)
- Cost (20 points)
- CBE Preference (12 points)

**A.9 Procurement Schedule**

The schedule for this procurement is as follows:

- Issue RFP ..... Wednesday, November 16, 2016
- Pre-proposal Conference..... Tuesday, November 29, 2016 at 10:30 a.m.
- Last Day for Questions/Clarifications ..... Wednesday, December 7, 2016
- Proposals Due ..... Monday, December 19, 2016 at 11:00 a.m.

**A.10 Attachments**

- Attachment A ..... DCPS Capital Improvement Plan
- Attachment B ..... DPR Capital Improvement Plan
- Attachment C ..... Minimum Qualifications for Personnel Classifications
- Attachment D ..... Bid Form
- Attachment E ..... Bidder/Offeror’s Certification Form
- Attachment F..... Tax Affidavit
- Attachment G ..... Standard Contract Provisions for Services
- Attachment H..... SBE Subcontracting Plan
- Attachment I..... First Source Employment Agreement
- Attachment J ..... 2016 Living Wage Act
- Attachment K..... U.S. DOL Wage Determination No. 2015-4281 Revision 3, dated 04/08/2016

Attachment L ..... Past Performance Evaluation Form  
Attachment M ..... Form of Contract – to be issued by amendment  
Attachment N ..... EEO Policy Statement Agreement

## **SECTION B SCOPE OF WORK**

### **B.1 Project Management Contractor's Duties; General Intent**

This section of the RFP provides a general description of the Project Management Contractor's duties with regard to a specific project. In general, however, the Project Management Contractor shall support the assigned DGS Project Manager and assist such individual in supervising and managing the project so that such project will meet the Department's schedule, budget, programmatic and aesthetic goals. The DGS Project Manager, working in consultation with the Client Agency and DGS management, will be responsible for setting the project's overall parameters and making key decisions. The Project Management Contractor will be required to provide subject matter expertise and technical support relative to the assigned projects. These services will include programming, cost estimating, scheduling, design reviews, change order analysis, and on-site observation as an owner's representative. The Program Management Contractor will also assist the Department in reviewing and processing payment applications.

In performing these functions, the Project Management Contractor will assist the Department in overcoming obstacles and delays related to the project and will use commercially reasonable efforts to guard the Department and the Client Agency from cost overruns and avoidable project delays.

### **B.2 Programming & Needs Assessment**

The Project Management Contractor's initial task shall be to assist the Department and the Client Agency in defining the project and its parameters. The Program Management Contractor's scope of work during this phase shall include the following:

#### **B.2.1 Program Development**

The Program Management Contractor shall prepare a program of requirements for the selected project. In general, the program shall specify: (i) the approximate size of the facility (expressed in square feet) and its general purpose; (ii) identify the required spaces or functions that the facility must provide; (iii) establish the size and relationship between the required spaces; (iv) specify the level of quality or finishes for such spaces; (v) sustainability requirements (e.g. LEED); and (vi) other special requirements unique to the project. For most projects, it is assumed that the Project Management Contractor will have the necessary skill and expertise to prepare the program with in-house resources. However, for certain complex projects, it may be necessary for DGS to engage a design or programming consultant to prepare the necessary document. In either case, the program shall be prepared with input from DGS and the Client Agency. The final form of the program shall be approved by the Client Agency.

Concurrently with the development of the program, the Program Management Contractor shall develop preliminary budget and schedule information to assist DGS and the Client Agency in assessing a cost/benefit analysis of specific program options.



### **B.2.2 Preliminary Project Budget**

Concurrently with the development of the program, the Program Management Contractor shall prepare a preliminary cost estimate that sets forth the Contractor's best estimate of the likely cost of the project. To the extent requested by DGS or the Client Agency, such estimate shall be broken out by program element to facilitate budget management discussions. No later than fifteen (15) days after the final program is approved by the Client, the Program Management Contractor shall update such estimate to reflect the estimated final cost of the final program selected by and approved by the Client Agency.

### **B.2.3 Preliminary Project Schedule**

Concurrently with the development of the program, the Program Management Contractor shall prepare a project schedule that sets forth the Contractor's best estimate of the likely duration of the project. This schedule shall include key milestone dates that are necessary for the Client Agency to understand the impact of the project on its operations. To the extent that the proposed project will require the Client Agency to surrender the use of some or all of an existing facility, the schedule shall identify the date when occupancy will be lost as well as the expected date on which the facility can resume full (or expanded) operation. No later than fifteen (15) days after the final program is approved by the Client, the Program Management Contractor shall update such schedule to reflect the final program selected by and approved by the Client Agency.

### **B.2.4 Preliminary Land Use/Entitlement Evaluation**

Concurrently with the development of the program, the Project Management Contractor shall assess the zoning and entitlement process applicable to the proposed project to assess its impact on schedule, budget and feasibility. The Program Management Contractor shall also assess compliance with the District of Columbia Environmental Policy Act and the need for conducting any environmental assessments prior to proceeding with the work. The Program Management Contractor shall deliver a report that assesses its findings prior to or concurrent with delivery of the final program.

### **B.2.5 Project Implementation Plan**

The Project Management Contractor shall work with the Department to develop a project implementation plan that describes how the project will be delivered. Such a plan shall include a discussion of program, budget, schedule, swing space, and operational considerations.

## **B.3 Concept Design & Control Budget**

During this phase, the Project Management Contractor shall assist the Department and the Client Agency in developing a concept design for the project and a control budget. The Project Management Contractor's scope of work during this phase shall include the following:

### **B.3.1 Design Progress Meetings**

Once a design consultant or design-builder is engaged for the project by the Department, the Project Management Contractor shall schedule and participate in periodic design management meetings. Unless otherwise directed by the DGS Project Manager, such meetings should occur every other week (i.e. roughly twice a month). These meetings will be chaired by the DGS Project Manager assigned to the project and a representative of the Client Agency shall be invited to participate. In general, the purpose of these meetings shall be to review the design as it evolves and to provide feedback/input to the design consultant. Unless otherwise directed by the DGS Project Manager, the Project Management Contractor shall keep the minutes of these meetings and shall maintain an action item list of open issues.

### **B.3.2 Design Coordination**

As appropriate, the Project Management Contractor shall cause the design consultant to issue progress sets. The Project Management Contractor shall review each such progress printing and submit its findings and recommendations to the DGS Project Manager. The Project Management Contractor shall deliver a set of coordinated comments to the design consultant that incorporates the comments of the Program Management Contractor, the Client Agency and the DGS Project Manager.

### **B.3.3 Design Review**

As and when directed by the DGS Project Manager, the Project Management Contractor shall cause the design consultant to prepare a proposed concept design for review and approval by DGS and the Client Agency. The Project Management Contractor shall thereafter review the concept design in order to determine (i) whether it is consistent with the design directives given by DGS and the Client Agency; (ii) whether it is consistent with the approved program for the project; and (iii) whether it meets the Client Agency's schedule and budget requirements. As part of this effort, the Project Management Contractor shall undertake an independent review of the estimated construction costs. Unless otherwise directed by the DGS Project Manager, the Project Management Contractor shall complete such review and submit a written memorandum to the DGS Project Manager no later than fifteen (15) days after the concept design is submitted.

### **B.3.4 Value Engineering Management**

If the proposed concept design exceeds the available budget for the project, the Project Management Contractor shall work with the DGS Project Manager, the Client Agency and the design consultant to develop value engineering strategies that are likely to return the project to budget. In the event the Project Management Contractor determines that, in its professional opinion, the approved budget is insufficient to satisfy the project's program, it shall so advise the DGS Project Manager and the Department's Deputy Director for Capital Construction in writing. In no event, however, shall the Project Management Contractor have

the authority to increase a project's budget, and any decision to increase a project's budget shall be made by the Department's Deputy Director for Capital Construction.

### **B.3.5 Develop Control Budget**

Based on the approved concept design and value engineering, if any, the Project Management Contractor shall prepare and submit to the DGS Project Manager a revised project budget. The Project Management Contractor shall revise this budget as requested by the DGS Project Manager, and once it is approved by DGS and the Client Agency shall serve as the project control budget (such budget, the "**Control Budget**").

### **B.3.6 Preliminary Concept Design**

The Project Management Contractor shall use its best efforts to cause the design consultant to revise the concept design so that it reflects the comments received from the Client Agency, the Department and to reflect any approved value engineering ideas. The Project Management Contractor shall review the revised concept design and advise the Department whether the requested changes and value engineering changes have been incorporated. The Project Management Contractor shall not have the authority to approve the concept design. The decision to approve or reject the revised concept design shall be made by the DGS Project Manager. The approved concept design is referred to herein as the "**Preliminary Concept Design**".

### **B.3.7 Public Stakeholder Engagement**

The Client Agency shall manage the public engagement process with community stakeholders. In general, however, until such time as DGS and the Client Agency agree upon a preliminary concept and Control Budget, the Project Management Contractor shall not share the design with the public or otherwise participate in a community engagement process. Once the Preliminary Concept Design has been approved by DGS, the Project Management Contractor shall provide support to the Client Agency and the DGS Project Manager throughout the community engagement process. In general, the Project Management Contractor shall be required to attend, and if requested by the Department, to participate in community and other similar meetings related to the project. As the public engagement process unfolds, the Project Management Contractor shall use commercially reasonable efforts to ensure that the design consultant incorporates only those design refinements as are requested by the DGS Project Manager.

### **B.3.8 Final Concept Design**

In most cases, it is contemplated that the Preliminary Concept Design will be revised to reflect input from the affected community stakeholders. The Project Management Contractor shall provide input and make recommendations to the DGS Project Manager regarding the cost, schedule and programmatic impact of revisions requested by the community stakeholders. The decision to incorporate any such revisions shall be made the DGS Project Manager rather than the Project

Management Contractor. As directed by the DGS Project Manager, the Project Management Contractor shall cause the design consultant to revise the Preliminary Concept Design and shall review and such revisions for completeness and conformance with directions from the DGS Project Manager. These final design adjustments shall be subject to review and approval by the DGS Project Manager, and the design as revised and approved shall be referred to as the “**Final Concept Design**”. If the adjustments reflected in the Final Concept Design have an impact on the likely final cost of the project, the Project Management Contractor shall revise the Control Budget and shall submit the same to the DGS Project Manager for review and approval.

### **B.3.9 Separate Contractors**

To the extent the approved project plan contemplates that contractors other than the design consultant will be engaged during this phase, the Project Management Contractor shall assist the DGS Project Manager in developing the need requirements related to such separate contractors, and identifying the schedule and budget implications of such work. In addition, the Project Management Contractor shall assist the DGS Project Manager in coordinating the work of those additional contractors.

## **B.4 Project Design & Entitlement**

During this phase, the Project Management Contractor shall assist the DGS Project Manager and the Client Agency in advancing the Final Concept Design through the completion of the design development phase. As part of this process, the Project Management Contractor shall use commercially reasonable efforts to ensure that the design development documents are consistent with the Control Budget, the Final Concept design and that any significant zoning or entitlement issues are addressed. If the project is being delivered through a design-build delivery method, the design development documents will most likely be used as the basis for the project’s GMP and negotiating the GMP with the design-build contractor will be considered part of this phase. The Project Management Contractor’s scope of work during this phase includes:

### **B.4.1 Design Progress Meetings**

The Project Manager shall continue the design progress meetings in the same manner as in the proceeding phase. The number and frequency of such meetings may be adjusted at directed by the DGS Project Manager. In any event, however, there shall be at least one design progress meeting per month.

### **B.4.2 Schematic Progress Printing**

The Project Management Contractor shall use commercially reasonable efforts to cause the design consultant to issue a progress printing when the schematic design is approximately 50% complete. The Contractor shall review the progress printing. As part of this review, the Contractor shall (i) confirm adherence to the project’s program and the Final Concept Design; (ii) identify the addition of any items or elements that were not included in the Final Concept Design and/or the deletion of or material change to any items or elements that were not included in

the Final Concept Design; (iii) confirm that the design is progressing in a manner that is generally consistent with the design progress meetings; and (iv) confirm that the design consultant is making sufficient progress to meet the approved project schedule. The Project Management Contractor shall prepare a consolidated set of comments incorporating comments from the DGS Project Manager, the Client Agency and the Project Management Contractor and shall submit them to the DGS Project Manager for review and approval. Once the DGS Project Manager approves such comments, the Project Management Contractor shall submit the consolidated comments (the “**Schematic Progress Submission Comments**”) to the design consultant.

#### **B.4.3 Schematic Design Review**

Through the design progress meetings and other methods, the Project Management Contractor shall use commercially reasonable methods to cause the design consultant to incorporate the design comments resulting from the progress printing into the schematic design. Once the schematic design is complete, the Project Management Contractor shall review such design for (i) completeness; (ii) consistency with the Final Concept Design; and (iii) adherence to Schematic Progress Submission Comments. The Project Management Contractor shall identify deviations from the Final Concept Design, the Schematic Progress Submission Comments as well as the addition of any new program elements that were not reflected in the previously approved version of the design. The Contractor shall also conduct an independent cost estimate and identify variances from the Control Budget. The Project Management Contractor shall prepare and submit to the DGS Project Manager a written memorandum that summarizes its findings.

#### **B.4.4 Value Engineering**

If the proposed schematic design exceeds the available budget for the project, the Project Management Contractor shall work with the DGS Project Manager, the Client Agency and the design consultant to develop value engineering strategies that are likely to return the project to budget. Among other things, the Project Management Contractor should make recommendations as to whether any such value engineering strategies should be incorporated into a revised set of schematic design documents or whether any such strategy is best incorporated in the design development phase. In the event the Project Management Contractor determines that, in its professional opinion, the approved budget is insufficient to satisfy the project’s program, it shall so advise the DGS Project Manager and the Department’s Deputy Director for Capital Construction in writing. In no event, however, shall the Project Management Contractor have the authority to increase a project’s budget, and any decision to increase a project’s budget shall be made by the Department’s Deputy Director for Capital Construction.

#### **B.4.5 Schematic Design Approval**

The Project Management Contractor shall use its best efforts to cause the design consultant to revise the schematic design so that it reflects the comments received

from the Client Agency, the Department and to reflect any approved value engineering ideas. The Project Management Contractor shall review the revised schematic design and advise the Department whether the requested changes and value engineering changes have been incorporated. The Project Management Contractor shall not have the authority to approve the schematic design. The decision to approve or reject the revised schematic design shall be made by the DGS Project Manager. The approved schematic design is referred to herein as the “**Final Schematic Design**”. The Project Management Contractor shall update the Control Budget to reflect the likely cost of the Final Schematic Design.

#### **B.4.6 Design Development Progress Printing**

The Project Management Contractor shall use commercially reasonable efforts to cause the design consultant to issue a progress printing when the design development drawings are approximately 50% complete. The Contractor shall review the progress printing. As part of this review, the Contractor shall (i) confirm adherence to the project’s program and the Final Schematic Design; (ii) identify the addition of any items or elements that were not included in the Final Schematic Design and/or the deletion of or material change to any items or elements that were not included in the Final Concept Design; (iii) confirm that the design is progressing in a manner that is generally consistent with the design progress meetings; and (iv) confirm that the design consultant is making sufficient progress to meet the approved project schedule. The Project Management Contractor shall prepare a consolidated set of comments incorporating comments from the DGS Project Manager, the Client Agency and the Project Management Contractor and shall submit them to the DGS Project Manager for review and approval. Once the DGS Project Manager approves such comments, the Project Management Contractor shall submit the consolidated comments (the “**Design Development Progress Submission Comments**”) to the design consultant.

#### **B.4.7 Design Development Approval (Design-Bid-Build/CM)**

The Project Management Contractor shall use its best efforts to cause the design consultant to revise the design development documents so that they reflect the comments received from the Client Agency. The Project Management Contractor shall review the revised design development documents and advise the Department, via a written report, of whether the requested changes and value engineering changes have been incorporated. The Project Management Contractor shall not have the authority to approve the design development documents. The decision to approve or reject the design development documents shall be made by the DGS Project Manager. The approved design development documents are referred to herein as the “**Final Design Development Documents**”. The Project Management Contractor shall update the Control Budget to reflect the likely cost of the Final Design Development Documents.

#### **B.4.8 Value Engineering (Design-Bid-Build/CM)**

If the project is being delivered through design-bid-build or construction management delivery method, the Project Management Contractor shall conduct a

review of the design development documents that is appropriate to: (i) confirm adherence to the project's program and the Final Schematic Design; (ii) identify the addition of any items or elements that were not included in the Final Concept Design; and (iii) confirm that the design is progressing in a manner that is generally consistent with the design progress meetings. The Project Management Contractor shall also review the cost estimates prepared by the design consultant and the Construction Manager and shall update the Control Budget. The Project Management Contractor shall advise the DGS Project Manager of its findings and the DGS Project Manager, in consultation with the Client Agency, shall determine whether the design consultant should be directed to proceed or whether value engineering is required.

#### **B.4.9 Design Development Approval (Design-Build)**

If the project is being delivered through a design-build delivery method, the Project Manager Contractor shall conduct a review of the design development documents that is appropriate to: (i) confirm adherence to the project's program and the Final Schematic Design; (ii) identify the addition of any items or elements that were not included in the Final Schematic Design; and (iii) confirm that the design is progressing in a manner that is generally consistent with the design progress meetings. The Project Management Contractor shall advise the DGS Project Manager of its findings and the DGS Project Manager, in consultation with the Client Agency, shall determine whether such documents should be issued for bid by the design-build contractor. If so directed by the DGS Project Manager, the Project Management Contractor shall cause the design-build contractor to issue the design development documents for bid in accordance with the terms of the applicable contract between the Department and the design-build contractor.

#### **B.4.10 GMP Review & Negotiation (Design-Build)**

The Project Management Contractor shall use its best efforts to cause the design-build contractor to submit a GMP proposal in a timely manner and in accordance with the terms of the contract between the design-build contractor and the Department. Once such proposal is submitted, the Project Management Contractor shall review the proposal for completeness and compliance with the applicable contractual requirements and submit a report outlining the results of such review. Among other things, the Contractor shall: (i) review the bid tabs for completeness, to verify that any bid leveling is consistent and appropriate, and to verify that adequate competition was achieved in the subcontracting process; (ii) review the any assumptions, clarifications or exclusions contained within the GMP proposal to ensure that the GMP covers the scope contemplated by the Department and the Client Agency; and (iii) verify that pricing is consistent with then current market conditions. The Project Management Contractor shall assist the DGS Project Manager in negotiating any necessary adjustments to the GMP. The DGS Project Manager, in consultation with the Client Agency, shall determine whether the GMP is to be accepted.

#### **B.4.11 Zoning & Entitlements**

The Project Management Contractor shall assist the Department, the Client Agency and the design consultant in managing the entitlement process and to obtain the necessary land use approvals. The exact scope of work for each project will be outlined in the Task Order related to such project.

#### **B.4.12 Separate Contractors**

To the extent the approved project plan contemplates that contractors other than the design consultant will be engaged during this phase, the Project Management Contractor shall assist the DGS Project Manager in coordinating the work of those additional contractors. The exact scope of work for each project will be outlined in the Task Order related to such project.

### **B.5 Final Design & Construction**

During this phase, the Project Management Contractor shall assist the DGS Project Manager and the Client Agency in advancing the Final Design Development Documents into construction documents. Depending upon the project delivery method for the project, the Project Management Contractor may also be required to assist the DGS Project Manager in overseeing construction activities. If the project is being delivered through a construction management delivery method, the Project Management Contractor shall assist the Department in negotiating the GMP during this phase. If the project is being delivered through a design-bid-build delivery method, the Project Management Contractor shall assist the Department in developing the necessary solicitation documents to procure a general contractor. The Project Management Contractor's scope of work during this phase includes:

#### **B.5.1 Design Management (Design-Bid-Build/CM)**

If the project is being delivered through design-bid-build or construction management delivery method, the Project Manager shall continue the design progress meetings in the same manner as in the proceeding phase. The number and frequency of such meetings may be adjusted as directed by the DGS Project Manager. In any event, however, there shall be at least one design progress meeting per month, and the Project Management Contractor shall use commercially reasonable efforts to: (i) ensure that the construction documents adhere to the project's program and the Final Design Development Documents; and (ii) cause the design to progress in a manner that is generally consistent with the design progress meetings. The Project Management Contractor shall keep the DGS Project Manager and the Client Agency apprised as to the project's status and any significant cost issues that arise during the design management process.

#### **B.5.2 Design Review (Design-Build)**

The Project Management Contractor shall use commercially reasonable best efforts to cause the design-build contractor to submit construction documents as and when required by the design-build contract. Upon receipt of each such submittal, the Project Management Contractor shall review the proposed submittal for: (i) consistency with the Final Design Development Documents as the same



may have been modified by the GMP for the project; and (ii) level of completeness and quality. The Project Management Contractor shall advise the DGS Project Manager of its findings and whether, in the Project Management Contractor's opinion, such drawings should be approved or rejected no later than ten (10) days after receipt of such drawings.

### **B.5.3 GMP Negotiation (CM Delivery Method)**

The Project Management Contractor shall use its best efforts to cause the construction manager to submit a GMP proposal in a timely manner and in accordance with the terms of the contract between the construction management contractor and the Department. Once such proposal is submitted, the Project Management Contractor shall review the proposal for completeness and compliance with the applicable contractual requirements and submit a written report to the Department based on such review. Among other things, the Contractor shall: (i) review the bid tabs for completeness, to verify that any bid leveling is consistent and appropriate, and to verify that adequate competition was achieved in the subcontracting process; (ii) review the any assumptions, clarifications or exclusions contained within the GMP proposal to ensure that the GMP covers the scope contemplated by the Department and the Client Agency; and (iii) verify that pricing is consistent with then current market conditions. The Project Management Contractor shall also use its best to cause the design consultant to review the GMP proposal for the purpose of verifying that any exclusions, adjustments or substitutions are consistent with the design intent. The Project Management Contractor shall assist the DGS Project Manager in negotiating any necessary adjustments to the GMP. The DGS Project Manager, in consultation with the Client Agency, shall determine whether the GMP is to be accepted.

### **B.5.4 IFB/RFP Preparation & Bidding (Design-Bid-Build)**

If the project is being delivered through the design-bid-build delivery method, the Project Management Contractor shall assist the Department in preparing the necessary solicitation documents. As part of this effort, the Project Management Contractor shall cause the design consultant to prepare a bid set of documents and shall assist the Department to prepare such documents (i.e. sketches, schedules, site descriptions, etc.) as may be necessary.

### **B.5.5 Pre-Construction Submittal Review**

Prior to the commencement of construction, the Project Management Contractor shall use its best efforts to cause the builder to submit: (i) a safety plan; (ii) a quality control plan; (iii) a baseline schedule. Upon receipt, the Project Management Contractor shall review such plans and schedule for completeness and compliance with the underlying contract documents and shall make a recommendation to the DGS Project Manager as to whether such documents should be accepted or rejected.

### **B.5.6 Site Observations**

The Project Management Contractor shall visit the site and observe the status of the work as described in the Task Order for such project. At a minimum, however, the Project Management Contractor shall visit the site at least twice per week and shall document such visits with digital photographs. The purpose of such visits shall be to monitor the progress of the work relative to schedule and to observe the quality of the work.

### **B.5.7 Construction Progress Meetings**

Unless otherwise set forth in the Task Order for a project, the Project Management Contractor shall cause the builder to hold weekly progress meetings and shall attend such meetings. The Project Management Contractor shall keep the DGS Project Manager informed of any significant issues discussed during such meetings. The obligation to keep the DGS Project Manager informed is not satisfied by simply forwarding meeting minutes to the DGS Project Manager, but rather requires active engagement with the DGS Project Manager.

### **B.5.8 Schedule Update**

As and when requested by the DGS Project Manager but no less often than monthly, the Project Management Contractor shall review the builder's then current schedule for adequacy and completeness. The Project Management Contractor shall inform the DGS Project Manager of any significant deficiencies in the builder's then current schedule. As part of such reviews, the Project Management Contractor shall evaluate whether the schedule complies with the requirements of the underlying contract and contains durations and logic ties that are reasonable and appropriate. Among other things, the Project Management Contractor shall identify any activity that has a planned duration of more than two (2) months.

### **B.5.9 Separate Contractors**

To the extent the approved project plan contemplates that contractors other than the design consultant will be engaged during this phase, the Project Management Contractor shall assist the DGS Project Manager in coordinating the work of those additional contractors. The exact scope of work for each project will be outlined in the Task Order related to such project.

## **B.6 Project Close-out**

During this phase, the Project Management Contractor shall assist the Department in handing over the completed project to the Client Agency. The Project Management Contractor's scope of work during this phase includes the following:

### **B.6.1 Punchlist**

When the project has reached an appropriate level of completion, the Project Management Contractor shall cause the design consultant or design-builder to prepare a draft punchlist. The Project Management Contractor shall review such

punchlist and advise the DGS Project Manager whether to accept the project as substantially complete and, if so, whether any additions or modifications to the proposed punchlist are necessary. The decisions to accept the project as substantially complete and to accept or reject the punchlist shall be made by the DGS Project Manager. Once the punchlist has been approved by the DGS Project Manager, the Project Management Contractor shall work with the builder and the design consultant to monitor completion of the punchlist. Unless otherwise directed by the DGS Project Manager, the Project Management Contractor shall provide the DGS Project Manager and the Client Agency with an update of the punchlist at least every other week.

#### **B.6.2 O&M Manuals/Record Drawings**

The Project Management Contractor shall use commercially reasonable efforts to cause the builder to prepare and submit warranties, operations and maintenance manuals, attic stock, and such other documents and materials as may be required by the underlying contract. The Project Management Contractor shall review such submissions for completeness and shall recommend to the DGS Project Manager whether such submittals should be approved or rejected.

#### **B.6.3 Initial HVAC Operations**

The Project Management Contractor shall assist the DGS Project Manager and the Client Agency in overseeing the initial start-up of the project's HVAC system. This service shall be provided once for the initial cooling season and once for the initial heating season. The Project Management Contractor shall support the DGS Project Manager as required in resolving any issues that need to be resolved.

#### **B.6.4 Warranty Issues**

For a period of one year after substantial completion, the Project Management Contractor shall assist the DGS Project and the Client Agency in responding to any warranty issues that may arise, including coordinating any warranty work with the appropriate contractor.

#### **B.6.5 11-Month Walk**

The Project Management Contractor shall use its best efforts to schedule a joint walk of the project approximately eleven (11) months after substantial completion but prior to the expiration of the warranty period. The purpose of such walk shall be to document the condition of the building and identify any warranty issues that require correction. The Project Management Contractor shall prepare a written report that documents the result of such walk and shall submit it to the DGS Project Manager. If requested, the Project Management Contractor shall also coordinate and oversee any warranty work arising as a result of the 11-month walk.

### **B.7 Administrative Matters**

The Program Management Contractor shall be required to submit the reports as described in this *Section B.7*.

### **B.7.1 Quarterly IDIQ Contract Report**

No later than the fifteenth day after the close of each quarter (i.e. January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup> and October 15<sup>th</sup>), the Project Management Contractor shall submit to the Contracting Officer, the COTR and the Department's Deputy Director for Capital Construction a financial report that summarizes the Task Orders that have been awarded to the Project Management Contractor and the status of each. The Department shall develop a reporting format for this report, but in general it will list the Task Orders awarded to such contractor, the initial value of each, its expected duration, any change orders issued against such Task Order and whether the Task Order has been completed.

### **B.7.2 Monthly Report**

With regard to each Task Order issued to a Project Management Contractor, the Project Management Contractor shall prepare and submit a monthly report to the DGS Project Manager that describes: (i) financial status of the project; (ii) the project's then current schedule; (iii) potential change orders; and (iv) significant issues related to the project that will require input or decision from the Department of the Client Agency within the next sixty (60) days. The monthly report shall specifically identify any variances from the Control Budget and approved schedule for the project. A copy of this report shall be provided to the COTR, the Contracting Officer and the Department's Deputy Director for Capital Construction.

### **B.7.3 Weekly Status Report**

The Project Management Contractor shall provide a weekly status report to the DGS Project Manager. This report shall summarize any key developments that occurred during the prior week as well as key decisions that need to be made in the next two weeks. This report can be prepared in bullet format. A copy of the report should be submitted to the COTR.

### **B.7.4 Payment Applications**

The Project Management Contractor shall review payment applications submitted by the various contractors and vendors working on the project. Such review shall include all invoices submitted by the design consultant and the builder (or design-builder) as well as any other separate contractors or vendors working on the project. With regard to each such invoice, the Project Management Contractor shall take commercially reasonable steps to verify that: (i) the work specified in the invoice was completed; (ii) such work complies with the requirements of the underlying contract; (iii) the amounts requested for payment comply with the applicable contract provisions; and (iv) the invoice submission includes all of the forms and documentation required by the Department. After such review, the Project Management Contractor shall make a recommendation to the DGS Project Manager regarding payment. All payments shall be approved by the DGS Project Manager. The Project Management Contractor, however, shall assist the DGS Project Manager in preparing the necessary documents to process the invoice. In

the event the Project Management Contractor determines that adjustments are required to the invoice and the DGS Project Manager agrees with such assessment, the Project Management Contractor shall advise the relevant contractor of the Department's position and the required adjustments. The Project Management Contractor shall use its best efforts to complete its initial review of invoices within five (5) business days and shall promptly advise any vendor within that timeframe if the Project Management Contractor recommends withholding payment.

#### **B.7.5 Change Orders**

The Project Management Contractor shall: (i) review proposed change orders; (ii) advise the Department concerning the necessity for, scope of and proposed cost of change orders; and (iii) if so requested and subject to the Department's control and approval, negotiate, on the Department's behalf, all change orders. The Project Management Contractor shall also assist in the Department's processing of approved change orders. Approval of change orders will, in every instance, be made by the Department.

### **B.8 Liquidated Damages**

The Department's overall goal in engaging Project Management Contractors is to minimize the potential for cost overruns, schedule delays or the need for extensive value engineering/re-design late in the Project and that the reports and other documents required under *Sections B.2 through B.6* are key to realizing the value of the Project Management Contractor's services. In the event the Project Management Contractor fails to deliver any of the following deliverables, the Project Management Contractor shall be subject to liquidated damages as set forth below.

#### **B.8.1 Programming & Needs Assessment**

If the Project Management Contractor fails to produce the reports required by *Section B.2.1, B.2.2, B.2.3 or B.2.4* (and unless such failure is the result of any event of Force Majeure), the Program Management Contractor shall be subject to liquidated damages in an amount of Five Thousand Dollars (\$5,000) plus Five Hundred Dollars (\$500) per day after receiving written notice from either the COTR or the Contracting Officer of failure to submit such report. Failure to produce such reports shall also be a factor in selecting among the various IDIQ contractors for future assignments.

#### **B.8.2 Concept Design & Control Budget**

If the Project Management Contractor fails to produce the reports required by *Sections B.3.3 and B.3.5* (and unless such failure is the result of any event of Force Majeure), the Program Management Contractor shall be subject to liquidated damages in an amount of Five Thousand Dollars (\$5,000) plus Five Hundred Dollars (\$500) per day after receiving written notice from either the COTR or the Contracting Officer of failure to submit such report. Failure to produce such reports shall also be a factor in selecting among the various IDIQ contractors for future assignments.

### **B.8.3 Project Design & Entitlement**

If the Project Management Contractor fails to produce any of the reports required by *Sections B.4.3, B.4.7 or B.4.10* (and unless such failure is the result of any event of Force Majeure), the Program Management Contractor shall be subject to liquidated damages in an amount of Five Thousand Dollars (\$5,000) plus Five Hundred Dollars (\$500) per day after receiving written notice from either the COTR or the Contracting Officer of failure to submit such report. Failure to produce such reports shall also be a factor in selecting among the various IDIQ contractors for future assignments.

### **B.8.4 Final Design & Construction.**

#### **B.8.4.1 Construction Document Packages**

If the Project Management Contractor fails to review any construction document package required under *Section B.5.2* (and unless such failure is the result of any event of Force Majeure), the Program Management Contractor shall be subject to liquidated damages in an amount of One Thousand Dollars (\$1,000) plus Two Hundred Fifty Dollars (\$250) per day after receiving written notice from either the COTR or the Contracting Officer of failure to submit such report. Failure to produce such reports shall also be a factor in selecting among the various IDIQ contractors for future assignments.

#### **B.8.4.2 GMP Review**

If the Project Management Contractor fails to produce any of the reports required by *Section B.5.3* (and unless such failure is the result of any event of Force Majeure), the Program Management Contractor shall be subject to liquidated damages in an amount of Five Thousand Dollars (\$5,000) plus Five Hundred Dollars (\$500) per day after receiving written notice from either the COTR or the Contracting Officer of failure to submit such report. Failure to produce such reports shall also be a factor in selecting among the various IDIQ contractors for future assignments.

#### **B.8.4.3 Preconstruction Submittals**

If the Project Management Contractor fails to review either of the submittals required under *Section B.5.5* (and unless such failure is the result of any event of Force Majeure), the Program Management Contractor shall be subject to liquidated damages in an amount of One Thousand Dollars (\$1,000) plus Two Hundred Fifty Dollars (\$250) per day after receiving written notice from either the COTR or the Contracting Officer of failure to submit such report. Failure to produce such reports shall also be a factor in selecting among the various IDIQ contractors for future assignments.

### **B.8.5 Project Close-out**

If the Project Management Contractor fails to prepare an initial draft of the punch-list as required under *Section B.6.1* (and unless such failure is the result of any event of Force Majeure), the Program Management Contractor shall be subject to liquidated damages in an amount of One Thousand Dollars (\$1,000) plus Two Hundred Fifty Dollars (\$250) per day after receiving written notice from either the COTR or the Contracting Officer of failure to submit such report. Failure to produce such reports shall also be a factor in selecting among the various IDIQ contractors for future assignments.

### **B.9 Duty to Maintain Timesheets**

The Project Management Contractor shall be required to maintain timesheets in sufficient level of detail to describe the general nature of the services provided and the number of hours devoted to such activities by all of its personnel assigned a specific project. The Project Management Contractor shall submit such timesheets to the Department with its monthly invoices.

### **B.10 Standard of Care**

#### **B.10.1 General**

In performing its duties hereunder, the Project Management Contractor shall use a level of skill and exhibit a standard of care that is appropriate for the management of urban development in the Washington, D.C. metropolitan area. Further, entering into any task order shall constitute the Project Management Contractor's representation that it or its assigned personnel have experience: (i) preparing and evaluating scopes of work; (ii) reviewing design documents (including but not limited to, schematic designs, design development documents, construction documents, RFIs, submittals) as an owner's representative or program manager to promote design quality, system functionality and life cycle costs; (iii) developing and reviewing construction schedules and budgets; (iv) managing claims and submittal processes; (v) assisting owners in interfacing with regulatory agencies and building code officials; and (vi) managing day to day construction project activities as an owner's representative.

#### **B.10.2 Best Efforts Defined**

At all times while working on projects for the Department, the Project Management Contractor shall endeavor to promote the interests of the Department and the Client Agency. In certain instances, the term "**Best Efforts**" is used in the scope of work. When the term Best Efforts is used, such term shall mean that the Department considers the task to be of substantial importance and that the Project Management Contractor shall make every effort to achieve the desired result. The term, however, shall not be meant to impose a level of skill or standard of care beyond that required in *Section B.10.1* nor shall it require the Project Management Contractor to undertake an action where the cost of such action is grossly disproportionate the benefit of such action.

## **B.11 Deliverable List**

- 1) Program of Requirements
- 2) Preliminary Project Budget
- 3) Preliminary Project Schedule
- 4) Preliminary Land Use/Entitlement Evaluation
- 5) Concept Design Review Memo
- 6) Revised Control Budget (based on Concept Design)
- 7) 50% Schematic Design Review Comments
- 8) Schematic Design Review Memo & Cost Estimate
- 9) Schematic Design Stage Value Engineering Recommendations
- 10) Revised Control Budget (based on Schematic Design)
- 11) Final Schematic Design Value Engineering Review Findings
- 12) 50% Design Development Review Comments
- 13) Design Development Review Memo
- 14) Design Development Control Budget Update (Design-Bid-Build / CM)
- 15) GMP Review Reports (Design-Build / CM)
- 16) Construction Document Design Review Memo
- 17) Recommendations re: Contractor safety and quality control plans and baseline schedule
- 18) Meeting Minutes & Open Issues Action List
- 19) Weekly Status Report
- 20) Monthly Schedule Update
- 21) Monthly Report
- 22) Punchlist Review and Updates
- 23) 11 Month Walk Through Report
- 24) Quarterly IDIQ Contract Report
- 25) Payment Application Recommendations
- 26) Proposed Change Order Recommendations

## **B.12 Basic Ordering Agreement & Task Orders.**

It is contemplated that the selected Project Management Contractors will enter in IDIQ contracts with the Department and that all work under the resulting IDIQ contracts will be awarded and authorized by Task Order. In no instance shall a Project Management Contractor be entitled to compensation for work that was performed without a Task Order. It is contemplated that Task Orders will be competed and awarded as generally outlined in *Section B.13*.



### **B.13 Task Order Awards.**

Absent unusual circumstances, Task Orders will be awarded through a competitive process run by the Department as new projects are initiated. For each such project, the Department will request a Task Order Proposal from two (2) or more of the Awarded IDIQ Project Management Contractors. In general, such firms will have two weeks to prepare and submit a Task Order Proposal. Each Task Order Proposal should include: (i) the proposed personnel that will be assigned to the project and their roles; (ii) a resume for each of the proposed personnel; (iii) a staffing plan that shows the level of effort expected for the proposed staff; (iv) a description of similar projects managed by the Project Management Contractor as well as the proposed staff; (v) a management plan that identifies the key issues associated with the project and the Project Management Contractor's initial evaluation of those issues as well as a preliminary plan to address them; and (vi) a firm, fixed price for the work as contemplated in *Section B.14*. It is contemplated that the Task Order Proposals should be relatively short submissions of approximately five (5) to seven (7) pages (excluding resumes and attachments).

In evaluating the Task Order Proposals, the Department will select the proposal that is most advantageous to the District. It is envisioned that the key elements of this decision will be the proposed personnel and their relevant experience, project specific relevant experience (i.e. experience with similar facilities), and the project management plan. The technical elements of the proposal will be of primary importance; however, as technical elements become more equal, price considerations will be given more emphasis.

As Task Order durations cannot extend beyond the duration of the underlying IDIQ contract, it is envisioned that the last Task Orders under the resulting contract will be competed and awarded during the third year of the contract. It is possible, however, that Task Orders for projects that have an estimated duration of one year or less may be competed and awarded in the fourth year of the contract.

### **B.14 Task Order Pricing**

Unless otherwise directed by the Department, the Project Management Contractors shall include with each Task Order Proposal a proposed lump sum price for the work. The proposed lump sum price shall be based on the estimated level of effort required to fully complete the work multiplied by the approved fully loaded hourly rates established in the Project Management Contractor's IDIQ contract and shall be submitted on a pricing form to be provided by the Department. As such, with each Task Order Proposal, the Offerors shall prepare a detailed level of effort chart that shows the expected time commitment for each of its proposed staff members by month throughout the expected duration of the engagement. That level of effort (expressed in hours) will be multiplied by the approved hourly rate for each such individual and converted into a firm, fixed price for the entire team. This information should be presented in a tabular format with each Task Order Proposal submitted by the Project Management Contractor.

The Department reserves the right to adjust the overall level of effort or its composition as part of the Task Order negotiation process. The Department also reserves the right to award Task Orders on an hourly basis.

## **B.15 Level of Effort & Clawback.**

Each Task Order awarded on a fixed price basis will include a “claw back” provision designed to protect the Department should the selected Project Management Contractor provide substantially less staff than set forth in its Task Order Proposal. The Project Management Contractor shall be required to maintain timesheets for its professional personnel in sufficient level of detail to describe the general nature of the services provided and the number of hours devoted to such activities as outlined in *Section B.9*. To the extent during any two (2) month period that any individual listed in the estimated level of effort table submitted as part of the Task Order Proposal works less than seventy five percent (75%) of the indicated level of effort based on a forty (40) hour work week, without offset by additional personnel, the DGS shall be entitled to an appropriate reduction to the lump sum price. Such “claw back” shall be in addition to any liquidated damages for diversion of key personnel outlined in *Section B.16.2* that may be applicable.

## **B.16 Key Personnel; Liquidated Damages**

### **B.16.1 Identification of Key Personnel**

Included within each Task Order Proposal, the Project Management Contractor shall include a list of proposed key personnel. At a minimum, such personnel shall include: (i) the project officer or principal in charge that will have oversight responsibility for the resulting Task Order; and (ii) the project manager who will have day-to-day responsibility for the Task Order. Based on the nature of the Task Order, the Department may designate other individuals as key personnel in the resulting Task Order, and the selected Project Management Contractor will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement.

### **B.16.2 Liquidated Damages**

If the Project Management Contractor removes or reassigns one of the key personnel (excluding, however, instances where such personnel become unavailable due to death, disability, or separation from the employment of the Project Management Contractor or any affiliate of the Project Management Contractor) without the prior written consent of the Department’s Designated Representative, the Project Management Contractor shall pay to the Owner the sum of Twenty Five Thousand Dollars (\$25,000) as liquidated damages. These liquidated damage amount shall not bar recovery of any other damages, costs or expenses other than the Department’s internal administrative costs. In addition, the Department shall have the right, to be exercised in its sole discretion, to remove, replace or to reduce the scope of services of the Project Management Contractor in the event that a member of the key personnel has been removed or replaced by the Project Management Contractor without the consent of the Department.

**B.17 Adjustments to Task Order Pricing.**

In general, the Project Management Contractor shall only be entitled to an increase in the lump sum price established in a task order if: (i) the Department intentionally delays the project by more than thirty (30); or (ii) the Department makes a substantial change to the project's program and such change materially increases the Project Management Contractor's cost of performance. For purposes of the (i) of the preceding sentence, delays resulting from differing site conditions or adverse weather shall not be considered an "intentional delay" by the Department, but delays due to inadequate funding shall be considered an "intentional delay".

## SECTION C ECONOMIC INCLUSION

### C.1 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 Offerors 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 office located in an enterprise zone, being a veteran-owned business enterprise, or being a local manufacturing business enterprise. (A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.) In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror's proposal:

- Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business.
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise.

Offerors 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  
Phone: (202) 727-3900  
Facsimile: (202) 724-3786

## **C.2 SLDBE PARTICIPATION**

An Offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted with a firm certified by Department of Small and Local Business Development as (i) a local business enterprise; (ii) a small business enterprise; (iii) a disadvantaged business enterprise; (iv) a resident owned business; (v) a longtime business owner; (vi) a local business enterprise with its principal office located in an enterprise zone; (vii) a veteran owned business enterprise; or (viii) local manufacturing business enterprise.

### **C.2.1 Subcontracting Plan**

Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Contractor is required to subcontract, but fails to submit a subcontracting plan *Attachment H* with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO.

### **C.2.2 CBE as Prime Contractor**

A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of *Section C.2 and Section C.2.1*.

## **C.3 RESIDENCY HIRING REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS**

At least fifty-one percent (51%) of the Offeror's Team and every subconsultant's employees hired after the Offeror enters into a contract with the Department, or after such subconsultant enters into a contract with the Offeror, to work on this project, shall be residents of the District of Columbia *Attachment I*.

Upon execution of the contract, the Offeror 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 Offeror 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, and all successor acts thereto and the rules and regulations promulgated thereunder. The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of \$100,000 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; (v) submit monthly compliance reports to DOES by the 10<sup>th</sup> of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in 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.

#### **C.4 APPRENTICESHIP ACT**

The D.C. Apprenticeship Act of D.C. Law 2-156, (“Act”) as amended shall apply to this project. All subcontractors selected to perform work on the project on a craft-by-craft basis shall be required to comply with this Act. All terms and conditions of the D.C. Apprenticeship Council Rules and Regulations shall be implemented. Please note that 35% of all apprenticeship hours worked must be performed by District residents. The Contractor shall be liable for any subcontractor non-compliance.

**SECTION D  
EVALUATION AND AWARD CRITERIA**

**D.1 EVALUATION PROCESS**

The Department shall evaluate submissions and any best and final offers in accordance with the provisions of this **Section D** and the Department's Procurement Regulations.

**D.2 EVALUATION COMMITTEE**

Each submission shall be evaluated in accordance with this **Section D** by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the Offeror(s) whose submissions are determined by the source selection official to be the most advantageous to the Department.

**D.3 CERTIFIED BUSINESS ENTERPRISES (CBES)**

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.

**D.4 ORAL PRESENTATION**

The Department does not intend to interview Offerors; however, the Department reserves the right to interview Offerors in the competitive range if necessary. If the Department conducts such interviews, each Offeror within the competitive range shall make an oral presentation to the Department's Evaluation Committee, and participate in a question and answer session. The purpose of the oral presentation and the question and answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The submission will be re-scored at the conclusion of the oral presentation.

**D.4.1 Length of Oral Presentation**

Each Offeror will be given up to 30 minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately 15 minutes for the Evaluation Committee to assess the presentation and prepare questions. The Offeror will then respond to questions from the Department's Evaluation Committee for no more than 30 minutes.

**D.4.2 Schedule**

The order of presentation will be selected randomly and the Offerors will be informed of their presentation date before the beginning of oral presentations. The Department reserves the right to reschedule any Offeror's presentation at the discretion of the contracting officer.

#### **D.4.3 Offeror Attendees**

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this project. Each Offeror will be limited to 3 persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of the key areas of responsibility that are deemed essential to the successful completion of the project.

#### **D.4.4 Topics**

The Offeror may present information about its capabilities and special qualifications to serve as a Contractor for this Project, including the qualifications of key personnel.

### **D.5 PROPOSAL EVALUATION**

Each proposal will be scored on a scale of one (1) to one-hundred (100) points. In addition, Offerors will be eligible to receive up to twelve (12) preference points as described in *Section C.1* of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is one-hundred and twelve (112).

#### **D.5.1 Experience & References (20 points)**

engage contractors with the experience necessary to realize the objectives set forth in this RFP. Offerors will be evaluated based on their demonstrated experience in: (i) managing capital construction and renovation projects; (ii) knowledge of and experience with school facilities/parks and recreation facilities; (iii) knowledge of and experience with the District of Columbia regulatory environment; and (iv) management of construction projects as an owner's representative, program manager or similar role. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. This element of the evaluation will be worth up to twenty (20) points.

#### **D.5.2 Key Personnel (20 points)**

The Department desires that senior personnel be assigned to this project who have experience in completing large capital projects on-time and on-budget be assigned to this project. Given that the assigned Project Management Contractor will be responsible for managing the assigned project from beginning to end, the Project Management Contractor will need to include within its team individuals who can manage the programming of both the design and construction process and ensure that it is completed in a timely manner. The availability and experience of the roster of individuals available to be assigned to this project will be evaluated as part of this element. This element of the evaluation will be worth up to twenty (20) points.



### **D.5.3 Project Management Plan (40 Points)**

Offerors are required to submit a Project Management Plan. The Project Management Plan should clearly explain how the Offeror intends to manage a project throughout its life cycle. The Project Management Plan should address how the Offeror intends to manage coordination with the Department and the contractors engaged to construct Department projects. To this end, the Project Management Plan shall (x) identify the personnel that would be available to staff specific projects as they are awarded through the Task Order as well as the proposed roles of such individual and the type of project such individuals would likely be assigned; (y) identify how the goals set forth in **Section B.9** of this RFP will be achieved; and (z) describe the key challenges inherent in this engagement and explain how they will be overcome or mitigated. The Project Management Plan should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided.

In addition, the Project Management Contractor shall include templates and completed samples of the various memoranda, reports, minutes and other documents and tools that it shall use throughout this engagement and explain how these will be utilized by the Project Management Contractor in managing the project. The Project Management Contractor shall also discuss how these documents have been used by the Project Management Contractor in the past. In addition, the Management Plan shall outline what documents and files the Project Management Contractor will maintain in managing the Department's projects.

The Department will also consider the experience that Project Management Contractor and its team members have working together on similar projects. This element of the evaluation is worth up to forty-(40) points.

### **D.5.4 Price (20 points)**

Offerors will be required to quote a set of fixed, fully loaded hourly rates for providing Project Management Services in accordance with the personnel classifications set forth in the Bid Form **Attachment D** and in accordance with the minimum requirements for each personnel classifications identified in **Attachment C**. This element of the evaluation is worth up to twenty (20) points.

## SECTION E PROPOSAL ORGANIZATION AND SUBMISSION

This section outlines specific information necessary for the proper organization and manner in which Offerors' Proposals should be proffered. References are made to other sections in this RFP for further explanation.

### E.1 SUBMISSION IDENTIFICATION

Submissions shall be proffered with one (1) original and six (6) copies for each Technical and Price proposal. The Offeror's Technical and Price Proposal submission shall be placed in separate three—ring (3) binders, sealed in separate envelopes and conspicuously marked as follows:

- *DCAM-17-NC-0015 Technical Proposal for Project Management Services for DCPS & DPR Portfolio Projects*
- *DCAM-17-NC-0015 Price Proposal for Project Management Services for DCPS & DPR Portfolio Projects*

An electronic copy of the Bid Form *Attachment D* shall be emailed to the address indicated in *Section F.1* by the Bid Submission Deadline defined in *Section E.3*. The electronic document shall be in MS Excel format *only* and both the electronic copy and the hard copy Bid Forms *Attachment D* shall contain the same bid information, without exception.

**NOTE:** Material deviations of *Attachment D* – Bid Form in the opinion of the Department, from the bid form provided by the Department as Attachment D shall be sufficient to render the proposal non-responsive and subject to exclusion from further evaluation in consideration of award.

### E.2 DELIVERY OR MAILING OF SUBMISSIONS

Submissions should be delivered or mailed to:

Department of General Services  
**Attn: George G. Lewis, CPPO**  
Frank D. Reeves Center  
2000 14<sup>th</sup> Street, NW  
Contracts & Procurement Division | 8<sup>th</sup> Floor  
Washington, DC 20009

### E.3 DATE AND TIME FOR RECEIVING SUBMISSIONS

Submissions shall be received no later than 11:00 a.m. EST, on December 19, 2016. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

#### **E.4 SUBMISSION SIZE, ORGANIZATION AND OFFEROR QUALIFICATIONS**

All submissions shall be submitted on 8-1/2" x 11" bond paper and typewritten. Telephonic, telegraphic, and facsimile submissions shall not be accepted. The Department is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. Offerors shall present separate three-ring binders for each Technical and Price proposal components. Each binder submission shall be organized and tabulated as follows:

##### **E.4.1 Price Proposal Binder(s):**

###### **E.4.1.1 Bid Form**

Each Offeror shall submit the bid form *Attachment D* using MS Excel only, without any material deviations of *Attachment D* – Bid Form in the opinion of the Department, from the bid form provided by the Department as *Attachment D* shall be sufficient to render the proposal non-responsive and subject to exclusion from further evaluation in consideration of award.

###### **E.4.1.2 Bidder/Offeror Certification Form**

Each Offeror shall submit a Bidder/Offeror Certification Form substantially in the form of *Attachment E*.

###### **E.4.1.3 Tax Affidavit**

Each Offeror shall submit a Tax Affidavit from *Attachment F* completed in typed format only, dated and signed.

###### **E.4.1.4 SBE Subcontracting Plan**

Each Offeror shall submit a SBE Subcontracting Plan Form substantially in the form of *Attachment H* in typed format only. **NOTE:** Offerors are required to indicate in the spaces provided whether or not they intended to subcontract any portion of the proposed contract.

###### **E.4.1.5 First Source Employment Agreement**

Each Offeror shall submit a First Source Form substantially in the form of *Attachment I*.

###### **E.4.1.6 LSDBE Certification Letter**

If applicable, each Offeror shall present verification of current LSDBE Certification.

###### **E.4.1.7 EEO Policy Statement Agreement**

Each Offeror shall submit a EEO Policy Statement Agreement substantially in the form of Attachment N in typed format only.

## **E.4.2 Technical Proposal Binder(s):**

### **E.4.2.1 Executive Summary**

Each Offer should provide a summary of no more than three pages of the information contained in the following sections.

### **E.4.2.2 General Team Information and Firm(s) Data**

Each Offeror should provide the following information for the Offeror and each of its subconsultants.

A. Name(s), address(es), and role(s) of each firm (including all sub-consultants)

B. Firm profile(s), including:

- i. Age
- ii. Firm history(ies)
- iii. Firm size(s)
- iv. Areas of specialty/concentration
- v. Current firm workload(s) projected over the next year
- vi. Provide a list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.

### **E.4.2.3 Experience and References (20 points)**

Each Offeror shall submit the information requested in *Section D.5.1* of the RFP.

- A. List all projects that the Offeror has worked on in the last 5 years that are similar to this project. For purposes of this paragraph, similar shall mean an engagement involvement management of construction projects as an owner's representative, program manager or similar role where the cost of the work exceeded \$50 million. This information may be provided in an overview matrix format or brief list; however, it should include the name and location of the facility, the name of the owner, the time frame of the

project, the original budget for the project, and whether the project was delivered on-time and on-budget. If a project was not delivered on-time or on budget, a brief description of the reasons should be provided.

B. Detailed descriptions of no more than eight (8) projects that best illustrate the team’s experience and capabilities relevant to this project. On each project description, please provide all of the following information in consistent order:

- i. Project name and location
- ii. Name, address, contact person and telephone number for owner reference
- iii. A brief description of the engagement/project
- iv. Identification of personnel involved in the project who are proposed to work on this project

In addition, the Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms *Attachment L* are completed and submitted by email on behalf of the Offeror directly to [domonique.banks@dc.gov](mailto:domonique.banks@dc.gov) by the due date for proposals with the subject line “*DCAM-17-NC-0015 Past Performance Evaluation Form for Project Management Services for DCPS & DPR Portfolio Projects*”

**E.4.2.4 Key Personnel (20 points)**

Each Offeror shall submit the information requested in *Section D.5.2* of the RFP.

- i. Identification of the single point of contact for the Offeror.
- ii. Resumes for the Offerors project management staff that will be available for this engagement, including definition of that person’s role, relevant project experience, and current workload over the next two years.

**E.4.2.5 Project Management Plan (40 points)**

The Project Management shall contain at a minimum the information requested in *Section D.5.3* of this RFP.

## SECTION F BIDDING PROCEDURES & PROTESTS

### F.1 CONTACT PERSON

For information regarding this RFP please contact:

**Domonique L. Banks**  
Contract Specialist  
Department of General Services  
Frank D. Reeves Center  
2000 14<sup>th</sup> Street, NW | 8<sup>th</sup> Floor  
Washington, DC 20009  
Phone: (202) 719-6544  
[domonique.banks@dc.gov](mailto:domonique.banks@dc.gov)

All written questions or inquiries should be sent to Domonique L. Banks at the email address provided above.

### F.2 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 10:30 a.m. EST, on November 29, 2016 at the Reeves Center's 6<sup>th</sup> Floor – DPW Main Conference Room. Interested Offerors are encouraged to attend.

### F.3 EXPLANATIONS TO PROSPECTIVE OFFERORS

Each Offeror should carefully examine this Request for Proposals and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP 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 Offerors. Oral explanations or instructions given before the award of the contract shall not be binding.

**IMPORTANT NOTICE:** Contracts & Procurement will notify Offerors of any changes, additions and or deletions to the specifications and or responses to questions by addenda posted on the Department of General Services, Contracts & Procurement website. It is the potential Offeror's responsibility to frequently visit the Procurement's website at <http://dgs.dc.gov/page/dgs-solicitations> to obtain addenda(s) once they have received a copy or downloaded a copy of the solicitation.

Questions should be directed to Domonique L. Banks at the email address listed in *Section F.1 no later than Thursday, December 8, 2016*. The person making the request shall be responsible for prompt delivery.

#### **F.4 PROTESTS**

Any Proposer who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation, which are apparent at the time set for receipt of initial proposals, shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350 N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer listed in this document.

Protests shall be governed by D.C. Code § 2-360.08 and Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734).

#### **F.5 CONTRACT AWARD**

This procurement is being conducted in accordance with the provisions of Section 4712 of the Department's Procurement Regulations (27 DCMR § 4716). Responses, to the request for proposal, ("RFP") shall be in the form of competitive sealed proposals and the contract shall be awarded based on the proposal that is the most advantageous to the Department, or in the event of more than one award, the proposals that are the most advantageous to the Department. The RFP sets forth the evaluation factors and indicates the relative importance of each factor. The RFP contains a statement of work or other description of the Department's specific needs, which shall be used as a basis for the evaluation of the proposal. price will be evaluated; however, while price or total cost to the Department may be an important or even deciding factor in most source selections, the Department may select the source whose proposal is more advantageous in terms of technical merit and other factors in accordance with Title 27 DCMR § 1613.5. As such, the contract contemplated hereunder will be awarded to the offeror whose competitive sealed proposal is determined by the source selection official to be the most advantageous to the Department considering technical merit and other factors.

#### **F.6 RETENTION OF SUBMISSIONS**

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

## **F.7 EXAMINATION OF SUBMISSIONS**

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

## **F.8 LATE SUBMISSIONS: MODIFICATIONS**

- a. Any submission or best and final offer received at the office designated in this RFP after the exact time specified for receipt shall not be considered.
- b. Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in F.7.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 submission wrapper or other documentary evidence of receipt maintained by the installation.
- d. Notwithstanding any other provisions of this Request for Proposals 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.
- e. Submissions shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of submissions.

## **F.9 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 RFP, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

## **F.10 REJECTION OF SUBMISSIONS**

The Department reserves the right, in its sole discretion:

- To cancel this solicitation or reject all submissions.
- To reject submissions that fail to prove the Offeror's responsibility.
- 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.
- To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.



- To take any other action within the applicable Procurement Regulations or law.
- To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.

#### **F.11 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 RFP is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

#### **F.12 NON-RESPONSIVE PROPOSAL**

**A. Pricing.** In general, the Department will consider a proposal non-responsive if Offeror's price is greater than 150% of the median price submitted by other Offerors. The Department reserves the right to deem a proposal non-responsive if Offeror's price is greater than 150% of the independent government estimate. In addition, as stated in *Sections E.1 and E.4.1.1* material deviations of *Attachment D* – Bid Form in the opinion of the Department, from the bid form provided by the Department as *Attachment D* shall be sufficient to render the proposal non-responsive and subject to exclusion from further evaluation in consideration of award.

**B. Certification.** The Department may consider a proposal non-responsive if the Offeror fails to properly complete or provides inaccurate information on the Offeror Certification Form.

**C. Exceptions.** The Department may consider a proposal non-responsive if the Offeror identifies any changes or exceptions to the Standard Contract Provisions, Form of Contract, and Letter Contract.

**D. Core Competency.** The Department may consider a proposal non-responsive if the Offeror, whether by inclusion or omission, fails, in the Department's sole judgment, to demonstrate an understanding and competence in every aspect of the project.

## **SECTION G INSURANCE REQUIREMENTS**

### **G.1 REQUIRED INSURANCE**

The Contractor will be required to maintain the following types of insurance throughout the life of the contract.

**G.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 Two Million Dollars (\$2,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Two Million Dollars (\$2,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage and must be maintained for a period of at least three (3) years after substantial completion occurs.

**G.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.

**G.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.

### **G.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.

### **G.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.

### **G.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.