

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES



D.C. DEPARTMENT OF GENERAL SERVICES  
REQUEST FOR PROPOSALS

GENERAL DESIGN CONSULTANT

May 10, 2017

**Proposal Due Date:** May 30, 2017 by 2:00 PM

**Preproposal Conference:** May 16, 2017 at 11:00 AM

*to be held at:*

**Department of General Services  
1250 U Street NW, 4th Floor  
Washington, DC 20009**

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**Solicitation Number:** DCAM-17-CS-0047

## Executive Summary

The Department of General Services (“Department” or “DGS”) is issuing this Request for Proposals to engage a multi-disciplinary design firm to act as the general design consultant. Under the governmental structure for the District of Columbia, DGS serves as the central “real estate agency” for the District government. As part of this responsibility, DGS manages the design, construction, renovation and major capital upgrades for most of the District’s facilities and manages a construction portfolio of approximately \$350 million a year in new construction and renovation work. Approximately 70% of this effort supports the school buildings that are operated by the District of Columbia Public Schools (“DCPS”). DCPS operates approximately 119 active school facilities which consist of approximately 12.6 million square feet. Of the remaining 30%, approximately half of the portfolio relates to the Department of Parks and Recreation (“DPR”) and half relates to other municipal agencies.

The Department desires to award two separate contracts from this procurement – one to support the DCPS portfolio and the second to support the DPR and municipal portfolio; however, the Department reserves the right to award both contracts to a single vendor should such be in the best interests of the District.

The General Design Consultant will assist DGS and its program management staff in overseeing the design function related to new construction, renovation and capital upgrades. The Consultant’s work will include: (i) developing a program of requirements for each new project; (ii) developing, updating, and maintaining a set of design standards that will serve as the baseline for future projects; (iii) conducting quality control reviews of designs developed by the architects of record for future projects; (iv) preparing, on an as-needed basis, narrative scopes of work and associated drawings and specifications for capital upgrades; and (v) preparing preliminary feasibility assessments of potential new construction projects. The General Design Consultant will **not** serve as the architect of record on future projects and will be precluded from bidding on any project within the portfolio or portfolios that such Consultant supports for the term of the contract and the first year thereafter.

With regard to the DCPS Portfolio, the Department envisions that the General Design Consultant will support an in-house staff of approximately 5 project managers and a roster of project-specific Program Management/Construction Management firms to oversee a capital construction program that spends approximately \$250 million per year.

With regard to the DPR and Municipal Portfolio, the Department envisions that the General Design Consultant will support an in-house staff of approximately 3 project managers and a more limited roster of project specific Project Management/Construction Management firms to oversee a capital construction program that spends approximately \$100 million per year.

The resulting contract will have a 5 year term. DGS anticipates that the level of effort will require approximately 2 to 3 full time architects/project managers as well as supporting staff in various engineering disciplines (i.e. MEP, structural, acoustics, IT and food service). In order to ease administration of the program, the full time architects/project managers must work at DGS’

offices at 1250 U Street, NW, in Washington, DC. Supporting staff (i.e. engineers and estimators) would be stationed in the successful bidder's offices.

### **A.1 DCPS Portfolio Overview**

The DCPS Portfolio consists of approximately 119 campuses which collectively comprise 12.6 square feet. **Attachment A** sets forth a summary list of the campuses that describes the overall size and composition of the portfolio. **Attachment B** is the current Six-Year Capital Improvement Plan for the portfolio which provides an overview of the District's spending plan for this portfolio broken down by project and/or budget aspect. Finally, **Attachment C** provides a link to the current design guidelines used by DGS to manage the DCPS Portfolio. All three of these attachments are living documents and the Department expects that they will evolve over time. It is believed, however, that these attachments should give prospective Offerors a general understanding of the DCPS Portfolio and the nature of the engagement.

With regard to the Design Guidelines, the Department expects that the selected Consultant will review the guidelines immediately after appointment and, if necessary, provide revisions to the same. Offerors should include in their proposal their thoughts on the current design guidelines and their proposed approach to this part of the engagement.

DCPS also has a series of standard programs of requirements for the various areas that are typically found in school buildings (i.e. an elementary school classroom, a principal's office, a nurse's office, etc.). Offerors should undertake a preliminary review of these documents prior to submitting their proposals and include their thoughts on the adequacy of such documents in their proposal. At present, neither DGS nor DCPS envision that a major re-write of these documents will be required.

### **A.2 DPR & Municipal Portfolio Overview**

The DPR and Municipal Portfolio consists of approximately 350 facilities. The Department will make available by amendment to this RFP a list of these facilities and any current design guidelines used by DGS to manage the DPR & Municipal Portfolio *to the extent available*. Unlike the DCPS Design Guidelines, any DPR & Municipal Design Guidelines that may exist are not comprehensive. All of these attachments are living documents and the Department expects that they will evolve over time. It is believed, however, that these attachments should give prospective Offerors a general understanding of the DPR & Municipal Portfolio and the nature of the engagement.

With regard to the Design Guidelines, the Department expects that the selected Consultant will review the existing guidelines immediately after appointment and, if necessary, provide revisions to the same in addition to drafting new guidelines for various types of DGS projects. Offerors should include in their proposal their thoughts on the current design guidelines and their proposed approach to this part of the engagement.

### **A.3 Form of Contract**

The Form of Contract will be issued by addendum. Offerors should carefully review the Form of Contract when 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 premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of Contract must be clearly identified and described in their proposal. **A proposal that fails to specifically identify and describe the requested changes shall be deemed non-responsive.** The Standard Contract Provisions attached hereto as **Attachment H** shall also apply.

### **A.4 Compensation**

The Department desires to enter into a fixed fee type of contract for those services that are described as “Basic Services” under the attached Form of Contract. Offerors should quote a yearly price for each of the five years of the expected contract for such Basic Services. Offerors should also quote unit rates for those services described in the Bid Form.

**Other than the original proposal (which shall include both a pricing and technical response), Offerors will be required to submit copies of the pricing portion of their proposal (including the Form of Offer Letter and any attachments thereto) separately from the technical portion of their proposal. The technical portion of the proposal consists of everything other than pricing information.**

### **A.5 Economic Inclusion**

This procurement is being put in the open market. In general, Offerors will be required to subcontract at least thirty five percent (35%) of the dollar value of the contract to entities that are certified as small business enterprises by the District’s Department of Local Business Development. Please see Section C of this RFP for more details on this requirement.

### **A.6 Selection Criteria**

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

- Experience & References (20 points)
- Key Personnel (30 points)
- Cost (25 points)
- Project Management Plan (15 points)
- Proposed Design Guidelines & Program of Requirements (10 points)

## **A.7 Procurement Schedule**

The schedule for this procurement is as follows:

- Issue RFP - May 10, 2017
- Pre-proposal Conference - May 16, 2017 at 11:00 AM
- Last Day for Questions/Clarifications - May 19, 2017
- Proposals Due - May 30, 2017 at 2:00 PM
- Notice of Award - on or about June 19, 2017

## **A.8 Attachments**

- Attachment A** - DCPS Campuses
- Attachment B** - 6 Year DCPS Capital Improvement Plan
- Attachment C** - [General Design Consultant DCAM-17-CS-0047](#)
- Attachment D** - [Standard Program Elements](#)
- Attachment E** - Form of Offer Letter/Bid Form
- Attachment F** - Bidder/Offeror Certification Form
- Attachment G** - Tax Affidavit
- Attachment H** - Standard Contract Provisions
- Attachment I** - SBE Subcontracting Plan
- Attachment J** - First Source Agreement
- Attachment K** - 2017 Living Wage Act
- Attachment L** - Past Performance Evaluation Form
- Attachment M** - EOO Policy Statement
- Attachment N** - Service Contract Act

## **SECTION B SCOPE OF WORK**

### **B.1 General Intent**

In general, the Consultant will assist DGS and its project managers in managing the design function related to the Department's portfolio. It is important to note, however, that the Consultant will not serve as the architect of record for any of the projects, but rather will be tasked with assisting the Department in developing design guidelines, performing quality control checks on designs submitted by the architect of record, review design submissions to confirm that they conform to the design guidelines, and for smaller projects, preparing narrative scopes and/or bridging design documents that will be put out to bid with design/build contractors. The Consultant will also be tasked with conducting feasibility assessments of potential projects to assess whether the proposed project is feasible from a design perspective.

### **B.2 Scope of Work**

#### **B.2.1 Program Coordination & Day-to-Day Support**

The Consultant shall provide a full-time staff of at least two (2) licensed design professionals at DGS' offices. These individuals shall provide full-time and continuous support to DGS' program management staff administering the assigned portfolio(s). Such individuals shall attend meetings as requested, prepare memoranda and other documents as requested.

#### **B.2.2 Update Design Guidelines**

Immediately upon appointment, the Consultant shall review and revise the current Design Guidelines. Unless a more extensive re-write is requested by DGS, this work shall be completed within 120 days after appointment. This work will be managed and overseen by the on-site staff; however, support personnel may be assigned as necessary. This task shall consist of the following activities:

**B.2.2.1 Preliminary Assessment.** Within three weeks after appointment, the Consultant shall prepare and submit to the Department a preliminary assessment of the current design guidelines. This assessment shall, at a minimum, include: (i) a historical over-view of the guidelines (when they were drafted, the number of revisions, etc.); (ii) the Consultant's assessment as to whether the current guidelines are generally consistent with current market expectations for such documents; and (iii) whether the current guidelines represent DCPS' current thinking and expectations for facilities. The assessment shall also include specific recommendations as to the appropriate next steps.

**B.2.2.2 Work Plan.** Within one month after the preliminary assessment is submitted, the Consultant shall identify those portions of the guidelines that require revision. To the extent that the Department determines that a complete re-write of the guidelines is required, the Department and the Consultant shall develop an agreed upon scope of work within such one month period. As part of this effort, the Consultant shall meet with the relevant individuals within DCPS and

obtain DCPS' perspective with regard to the guidelines and what portions may require adjustment to better meet DCPS expectations. The Consultant shall also undertake a best practices review to assess whether the current design guidelines are appropriate for their intended purpose and use by a large, urban school district. The Consultant shall meet with the Department's representatives to review the recommendations. At the conclusion of this phase, the Department shall provide direction to the Consultant that specifies the required revisions to the design guidelines.

**B.2.2.3 Design Guideline Revisions.** Unless otherwise agreed to by the Department in writing, the Consultant shall complete the necessary revisions to the Design Guidelines within sixty (60) days after the Department provides direction as to the required scope of work. The Consultant shall submit draft copies of the revisions to the Department and DCPS. Such drafts shall either be redlined or bubbled to show the proposed changes. The Consultant shall also submit a memorandum or other narrative that explains the rationale underlying the proposed revisions. The Consultant shall schedule one or more work sessions to review and discuss the proposed revisions with the Department and DCPS. The Consultant shall incorporate such revisions as may be requested by the Department and shall submit a final copy.

### **B.2.3 Prepare Preliminary Program of Requirements**

From time to time and as requested by DGS, the Consultant shall prepare a preliminary program of requirements for major projects to be initiated by the Department. Depending upon the nature of the project, the Consultant shall proceed as follows:

**B.2.3.1 DCPS.** If the project falls within the DCPS portfolio, the Consultant shall use the Design Guidelines as the basis for the program of requirements and shall prepare an Educational Specification ("**Ed Spec**"). The Consultant shall meet with the appropriate personnel from the DCPS central office as well as the current principal for the facility to ascertain (i) the current and proposed student population; (ii) feeder patterns; and (iii) desired program elements. The Consultant shall endeavor to develop the Ed Specs so as to ensure a uniform level of quality and functionality among schools within the DCPS portfolio. The Consultant shall submit draft copies of the proposed Ed Spec to the Department and DCPS and shall meet with them as necessary to obtain additional input. Subsequent to those meetings, the Consultant shall prepare a revised draft of the Ed Spec and submit it to the Department and DCPS for review and approval. The revised draft shall be redlined or bubbled to show the proposed changes. The Consultant shall also submit a memorandum or other narrative that explains the rationale underlying the proposed revisions.

**B.2.3.2 DPR.** If the project falls within the DPR portfolio, the Consultant shall work with the Department and DPR to develop a program of requirements for the project. As part of this effort, the Consultant shall conduct interviews with the relevant individuals within DPR and, if so directed by DGS, with community stakeholders to develop a set of goals and needs that the project should address. Based on those efforts, the Consultant shall prepare a preliminary program of requirements that includes (i) a documentation of the methodology used; (ii) an executive summary; (iii) value and goal statements; and (iv) space listings by function and size, with relationship diagrams, and space program sheets. The draft program should also include a

preliminary schedule and initial cost estimate. The initial cost estimate included in such report shall be based on cost data provided by DGS' independent cost consultant. The Consultant shall submit draft copies of the program of requirements to the Department and DPR and shall meet with them as necessary to obtain additional input. Subsequent to those meetings, the Consultant shall prepare a revised draft of the program of requirements and submit it to the Department and DPR for review and approval. The revised draft shall be redlined or bubbled to show the proposed changes. The Consultant shall also submit a memorandum or other narrative that explains the rationale underlying the proposed revisions.

#### **B.2.4 Design Quality Reviews**

The Consultant shall conduct peer reviews of design documents submitted by the various architects and engineers of record as and when directed by the Department. In general, the Department will require that the Consultant conduct a program verification review at the end of the schematic phase, and design reviews of the design development documents and permit set. In select instances, the Department may request the Consultant to review concept design packages, and issued for construction sets.

**B.2.4.1 Concept Design Review.** This review will not normally be required by the Department as the Department will normally rely upon the assigned project manager to perform this review. If requested, however, the purpose of such review is to assess whether the draft concept design: (i) contains the level of detail required by architect's contract; (ii) complies with program requirements; and (iii) includes project elements that represent program expansion. The Consultant shall submit a brief written memorandum with its findings to the Department's lead project manager for the project. To the extent the concept design includes elements that are not required by the program, the Consultant shall provide an estimate of the additional cost associated with such elements and shall provide a recommendation as to whether such elements should be included. Unless otherwise directed, the concept design review shall be completed within five business days after the concept design is submitted by the architect of record.

**B.2.4.2 Schematic Design Review.** The purpose of this review is to verify whether the schematic design complies with the program. The Consultant shall submit a brief written memorandum with its findings to the Department's lead project manager for the project. To the extent the schematic design includes elements that are not required by the program, the Consultant shall provide an estimate of the additional cost associated with such element and shall provide a recommendation as to whether such element should be included. Unless otherwise directed, the schematic design review shall be completed within five business days after the schematic design is submitted by the architect of record.

**B.2.4.3 Design Development Review.** The purpose of the design development review is to assess whether the design development documents: (i) are consistent with the program of requirements; (ii) are consistent with and meet the intent of the applicable design guideline; (iii) show a level of completeness, organization and coordination that is consistent with architectural standards and expectations; and (iv) contains the level of detail required by the architect's contract. In general, the Department expects that the schematic design will include more detailed MEP information, including one-line diagrams and proposed finishes for key spaces. To the



extent such is required and included in the design development documents, the Consultant shall review the proposed MEP system and finish selections and whether they are consistent with the applicable design guideline and DGS' expectations for such equipment and finishes. The Consultant shall submit a brief written memorandum with its findings to the Department's lead project manager for the project. Unless otherwise directed, the design development review shall be completed within ten business days after the design development review is submitted by the architect of record. If the project is being delivered through a design/build or other such method where the builder's price will be based on the design development documents, the Consultant shall assess whether the design development documents contain a sufficient level of detail to adequately define and protect the Department.

**B.2.4.4 Permit Set Review.** The purpose of the design development review is to assess whether the permit set: (i) show a level of completeness, organization and coordination that is consistent with architectural standards and expectations for a permit set of documents; (ii) are consistent with and meet the intent of the applicable design guideline; and (iii) contain the level of detail required by the architect's contract. The Consultant shall submit a brief written memorandum with its findings to the Department's lead project manager for the project. Unless otherwise directed, the permit set review shall be completed within ten business days after the permit set is submitted by the architect of record.

**B.2.4.5 Issued for Construction Sets.** If requested, however, the purpose of the schematic design review is to assess whether the IFC documents show a level of completeness, organization and coordination that is consistent with architectural standards and expectations for a the documents. The Consultant shall submit a brief written memorandum with its findings to the Department's lead project manager for the project. Unless otherwise directed, the permit set review shall be completed within five business days after the documents are issued by the architect of record.

**B.2.4.6 Qualification of Reviewers.** Design reviews shall be conducted by individuals who meet the licensing requirements that would otherwise be applicable if the reviewers were serving as the architect or engineer of record.

## **B.2.5 On-Call Design Services**

As and when requested by DGS, the Consultant shall prepare the necessary documents to bid small capital improvement projects (i.e. tenant fit-out work, system replacements, etc.). In general, such projects will be bid on a "design-assist" basis based on sketches and narrative scopes of work; however, detailed construction documents may be required in certain instances and the Consultant should have the necessary staff available to provide such documents if required.

## **B.2.6 Feasibility Assessments**

As and when requested by DGS, the Consultant shall prepare feasibility assessments of proposed projects from a technical design perspective. These assessments shall include the following: (i) an assessment of whether the site's physical characteristics (size, shape, slope and surface and

subsurface conditions) are consistent and appropriate for the proposed project; (ii) a preliminary zoning analysis; (iii) a “test fit” of the site that shows the approximate footprint and massing of the project; (iv) a preliminary infrastructure analysis that addresses utility and transportation infrastructure and whether such is appropriate for the proposed project; and (v) a preliminary cost estimate for the project. Unless otherwise directed by DGS, the preliminary cost estimate included in such report shall be based on cost data provided by DGS’ independent cost consultant. The Consultant shall submit draft copies of the feasibility assessment to the Department and shall meet as necessary to obtain additional input. Subsequent to those meetings, the Consultant shall revise the feasibility assessment to reflect input from the Department and submit the revised draft to the Department for review and approval. The revised draft shall be redlined or bubbled to show the proposed changes. The Consultant shall also submit a memorandum or other narrative that explains the rationale underlying the proposed revisions.

### **B.3 Administrative Provisions**

The Program Management Contractor shall be required to submit the reports as described in this **Section B.3.**

**B.3.1 Monthly Report.** The Consultant shall prepare and submit a monthly report to the Department’s Deputy Director for Capital Construction that summarizes the activities that were performed during the month and the financial status of the Consultant’s contract. A copy of this report shall be provided to the Contracting Officer.

**B.3.2 Weekly Status Report.** The Consultant shall provide a weekly status report to the Department’s Deputy Director for Capital Construction. This report shall provide: (i) a listing of the activities that were completed by the Consultant during that week; (ii) the expected activities that will be completed in the next week; and (iii) specifically identify any substantial design problems that were noted in design reviews that were completed during that week and provide an assessment as to the nature of any such design problem and potential corrective action. This report can be prepared in bullet format.

### **B.4 Standard of Care**

In performing its duties hereunder, the Consultant shall use a level of skill and exhibit a standard of care that is appropriate for design professionals in the Washington, D.C. metropolitan area.

### **B.5 Deliverable List**

- .1** Preliminary Assessment (Section B.2.2.1)
- .2** Work Plan (Section B.2.2.2)
- .3** Design Guideline Revisions (Section B.2.2.3)
- .4** Education Specifications (if a DCPS project) (Section B.2.3.1)
- .5** DPR Program of Requirements (if a DPR project) (Section B.2.3.2)
- .6** Concept Design Review Memorandum (if required) (Section B.2.4.1)
- .7** Schematic Design Review Memorandum (Section B.2.4.2)

- .8 Design Development Review Memorandum (Section B.2.4.3)
- .9 Permit Set Review Memorandum (Section B.2.4.4)
- .10 Construction Set Review Memorandum (if required) (Section B.2.4.5)
- .11 On-Call Design Services (if required) (Section B.2.5)
- .12 Feasibility Assessments (if required) (Section B.2.6)
- .13 Monthly Report (Section B.3.1)
- .14 Weekly Status Report (Section B.3.2)

## **B.6 Key Personnel; Liquidated Damages**

**B.6.1 Identification of Key Personnel.** The General Design Consultant shall include, at a minimum, the following key personnel: (i) 2 to 3 architects/project managers that will be committed full time throughout the term of the contract; and (ii) support staff in various engineering disciplines (i.e. MEP, structural, acoustics, IT and food service). The selected General Design Consultant will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement.

**B.6.2 Liquidated Damages.** If the General Design Consultant 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 General Design Consultant or any affiliate of the General Design Consultant) without the prior written consent of the Department's Designated Representative, the General Design Consultant 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 General Design Consultant in the event that a member of the key personnel has been removed or replaced by the General Design Consultant without the consent of the Department.

## **SECTION C ECONOMIC INCLUSION**

### **C.1.1 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.

### **C.1.2 Preferences for Certified Joint Ventures**

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

**C.1.2.1** A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.

**C.1.2.2** Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW, Suite 850N  
Washington DC 20001  
(202) 727-3900

**C.1.2.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

## **C.2 Subcontracting Plan**

An Offeror responding to this solicitation which is required to subcontract shall be required to submit with its offer, any subcontracting plan required by law. Offeror's 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 in accordance with **Attachment I**.

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

#### **Mandatory Subcontracting Requirements**

1. Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
2. If there are insufficient SBEs to completely fulfill the requirement of paragraph 1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
3. A prime Contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of paragraphs 1 and 2 above.
4. Except as provided in paragraphs 5 and 7 below, a prime Contractor that is a CBE and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime Contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

5. A prime Contractor that is a certified joint venture and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime Contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
6. Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
7. A prime Contractor that is a CBE and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

### **C.2.2 Subcontracting Plan**

If the prime Contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section (a) of this clause. The plan shall be submitted as part of the offer and may only be amended with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- a. The name and address of each subcontractor;
- b. A current certification number of the small or certified business enterprise;
- c. The scope of work to be performed by each subcontractor; and
- d. The price that the prime Contractor will pay each subcontractor.

### **C.2.3 Copies of Subcontracts**

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, District of Columbia Auditor and the Director of DSLBD.

### **C.2.4 Subcontracting Plan Compliance Reporting.**

- (1) The Contractor has a subcontracting plan required by law for this contract; the Contractor shall submit a quarterly report to the CO, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:
  - a. The price that the prime Contractor will pay each subcontractor under the

subcontract

- b. A description of the goods procured or the services subcontracted for
- c. The amount paid by the prime Contractor under the subcontract;
- d. A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

(2) If the fully executed subcontract is not provided with the quarterly report, the prime Contractor will not receive credit toward its subcontracting requirements for that subcontract.

### **C.2.5 Annual Meetings**

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

### **C.2.6 Notices**

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

### **C.2.7 Enforcement and Penalties for Breach of Subcontracting Plan**

1. A Contractor shall be deemed to have breached a subcontracting plan required by law, if the Contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.
2. Contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
3. If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in Clause 8 of the SCP, Default.

### **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.

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.

The Offeror shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, including by not limited to the *Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011*, and the rules and regulations promulgated thereunder, including, but not limited to the following requirements:

- (i) At least twenty percent (20%) of journey worker hours by trade shall be performed by District residents;
- (ii) At least sixty percent (60%) of apprentice hours by trade shall be performed by District residents;
- (iii) At least fifty one percent (51%) of the skilled laborer hours by trade shall be performed by District residents; and
- (iv) At least seventy percent (70%) of common laborer hours shall be performed by District residents.

#### **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. 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 Oral Presentation**

The Department does not intend to interview Offerors that are in the competitive range; however, the Department reserves the right to award conduct interviews of some or all Offerors prior to making its award. 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.3.1 Length of Oral Presentation**

Each Offeror will be given up to sixty (60) minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately forty five (45) 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 ninety (90) minutes.

#### **D.3.2 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.3.3 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 7 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.3.4 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.4 Proposal Evaluation**

Each proposal will be scored on a scale of zero (0) to one hundred (100) points. Offerors will be eligible to receive up to twelve (12) additional points based on the Offerors status as certified business enterprises as outlined in **Section C.1** of this RFP. The Department's evaluation shall not necessarily be limited to the information provided in the Offeror's proposal. As part of the evaluation, the Department will also consider its own historical experience with the Offeror, as well as the direct experience with the Offeror of the members of the evaluation panel and others involved in the evaluation process.

### **D.4.1 Experience & References (20 points)**

The Department desires to engage a consultant with the experience necessary to realize the objectives set forth in this RFP. Offerors will be evaluated based on their demonstrated: (i) experience in developing programs of requirements for school, recreation and municipal facilities in an urban setting; (ii) experience in developing, updating and maintaining a set of design standards; (iii) experience in conducting quality control reviews of designs developed by others; (iv) experience in preparing narrative scopes of work and associated drawings and specifications for capital upgrades; (v) experience in preparing preliminary feasibility assessments of potential new construction projects; (vi) experience in cost estimating; and (vii) knowledge of and experience with the District of Columbia regulatory environment. 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.4.2 Key Personnel (30 points)**

The Department desires that senior personnel who have experience programming and designing high quality, construction projects that are completed on-time and on-budget be assigned to this project. Key personnel shall include, at a minimum, the following individuals: (i) 2 to 3 architects/project managers that will be committed full time throughout the term of the contract (ii) support staff in various engineering disciplines (i.e. MEP, structural, acoustics, IT and food service); and (iii) a cost estimator. This element of the evaluation will be worth up to thirty (30) points.

### **D.4.3 Project Management Plan (15 points)**

Offerors are required to submit a Project Management Plan. The Project Management Plan should clearly explain how the Offeror intends to complete the scope of work identified in **Section B.2**. To this end, the Project Management Plan shall: (i) identify the personnel that would be available to provide program coordination & day-to-day support, as well as the proposed roles of such individual; (ii) explain how the Consultant would complete the requisite revisions to the Design Guidelines; (iii) explain how the Consultant would prepare an Education Specification; (iv) explain how the Consultant would complete a design quality review; (v) explain how the Consultant would provide on-call design services; (vi) explain how the Consultant would complete a preliminary feasibility study; and (vii) 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.

The Department will also consider the experience that Consultant and its team members have working together on similar projects. This element of the evaluation is worth up to fifteen (15) points.

#### **D.4.4 Proposed Design Guidelines and Program of Requirements (15 points)**

Offerors should include in their proposal their thoughts on the current design guidelines and their proposed approach to revising such guidelines as explained in **Section B.2** above. DCPS also has a series of standard programs of requirements for the various areas that are typically found in school buildings, as shown on **Attachment C**. Offerors should undertake a preliminary review of these documents prior to submitting their proposals and include their thoughts on the adequacy of such documents. This element of the evaluation is worth up to fifteen (15) points.

#### **D.4.5 Price (25 points)**

The Department desires to enter into a fixed fee type of contract for those services that are described as “Basic Services” under the attached Form of Contract. Offerors should quote a yearly price for each of the five years of the expected contract for such Basic Services. Offerors should also quote unit rates for those services described in the Bid Form. This element of the evaluation is worth up to twenty five (25) 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 in two volumes, a technical volume and a price volume. Offerors shall submit one (1) original and eight (8) copies of the technical volume that includes the information set forth in **Section E.4.1** below as well as one (1) original and one (1) copy of the pricing volume that included the information set forth in **Section E.4.2** below. Copies of the technical proposal should **not** include the Form of Offer Letter or any spreadsheet or other pricing document referenced in the Form of Offer Letter. The original volumes of the Offeror's submission shall be placed in a sealed envelope conspicuously marked: "Proposal for General Design Consultant."

### **E.2 Delivery or Mailing of Submissions**

Submissions should be delivered or mailed to:

DC Department of General Services  
Contracts & Procurement Division  
2000 14<sup>th</sup> Street NW, Washington, DC 20019  
Attn: George Lewis  
Associate Director

### **E.3 Date and Time for Receiving Submissions**

Submissions shall be received no later than 2:00 p.m. EST, on May 30, 2017. 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. The CPM schedule may be on 11"x17" bond paper, but shall be folded to a size of 8-1/2"x11". 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. Please include page numbers in your proposal. The submission shall be organized as follows:

#### **E.4.1 Technical Proposal**

The technical proposal shall be organized as follows:

#### **E.4.1.1 Executive Summary**

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

#### **E.4.1.2 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.4.1.3 Relevant Experience and References**

- 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 involving general design consulting services 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 of the owner, the time frame of the project, and the contract price.
- 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 on behalf of the Offeror directly to **Alan Blair** by the due date for proposals.

#### **E.4.1.4 Key Personnel**

Each Offeror should provide a description of the team organization and individual qualifications of key staff, including:

- 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.4.1.5 Project Management Plan**

The Project Management Plan should contain the information requested in **Section D.4.3** of the RFP.

#### **E.4.1.6 Proposed Design Guidelines and Program of Requirements**

Offerors' analysis and thoughts on the current design guidelines and their proposed approach to revising such guidelines, as well as their preliminary review of these documents prior to submitting their proposals and include their thoughts on the adequacy of the standard programs of requirements documents should be submitted in accordance with **Section B.2** of the RFP.

#### **E.4.1.7 SBE Subcontracting Plan**

Each Offeror shall complete and submit as part of its Technical Proposal a Subcontracting Plan in the form of **Attachment I**.

#### **E.4.1.8 First Source Employment Agreement**

Each Offeror shall complete and submit as part of its Technical Proposal a Subcontracting Plan in the form of **Attachment J**.

#### **E.4.2 Price Proposal**

The Price proposal shall be organized as follows:

**E.4.2.1 Bid Form**

Each Offeror shall submit a bid form substantially in the form of **Attachment E**. Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the proposal non-responsive.

**E.4.2.2 Bidder-Offeror Certification Form**

Each Offeror shall complete and submit with its Price Proposal the Bidder-Offeror Certification Form attached hereto as **Attachment F**.

**E.4.2.3 Tax Affidavit**

Each Offeror must submit a tax affidavit substantially in the form of **Attachment G**. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government.

## **SECTION F BIDDING PROCEDURES & PROTESTS**

### **F.1 Contact Person**

For information regarding this RFP please contact:

Alan Blair  
Contract Specialist  
Department of General Services  
1250 U Street NW, 4th floor  
Washington, DC 20009  
(202) 645-0504  
[alan.blair@dc.gov](mailto:alan.blair@dc.gov)

Any written questions or inquiries should be sent to Alan Blair at the address above.

### **F.2 Preproposal Conference**

A preproposal conference will be held on **May 16, 2017**. The conference will be held at Capitol Hill 4<sup>th</sup> Floor Conference Room. Interested Offerors are strongly 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.

Requests should be directed to Alan Blair at the address listed in **Section F.1** no later than the on May 17, 2017. The person making the request shall be responsible for prompt delivery.

### **F.4 Protests**

Protests shall be governed by D.C. Code § 2-360.08 and Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering submissions. In all other cases, a protester shall file the protest within ten (10) days after the protester knows



or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This section is intended to summarize the bid protest procedures and is for the convenience of the Offerors only. To the extent any provision of this section is inconsistent with the Procurement Regulations, the more stringent provisions shall prevail.

## **F.5 Contract Award**

This procurement is being conducted in accordance with the provisions of Section 4721 of the Department's Procurement Regulations (27 DCMR § 4721). 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 G.8.A stated above.
- C. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the 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:

- A. To cancel this solicitation or reject all submissions.
- B. To reject submissions that fail to prove the Offeror's responsibility.
- C. To reject submissions that contain conditions and/or contingencies that in the Department's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- D. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
- E. To take any other action within the applicable Procurement Regulations or law.
- F. 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.
- G. To reject submissions that indicate a lack of understanding of any aspect of the project.

- H. To reject submissions that are too costly, financially or otherwise, to the department relative to other submissions and the project budget.
- I. To reject submission where the Offeror has altered any pricing element or line item by Thirty Percent (30%) from the initial offer or median price for that pricing element or line item in response to a Request for a Best and Final Offer (“BAFO”).
- J. To reject submissions that are deemed non-responsive.

#### **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 Pricing**

**A. Pricing.** In general, the Department will consider a proposal non-responsive if any pricing element of the Offeror's price is Thirty Percent (30%) higher than the median price submitted by other Offerors. If there are no more than two (2) Offerors, the independent government estimate shall be used to establish a median price. The Department reserves the right to deem a proposal non-responsive if any pricing element of the Offeror's price is Thirty Percent (30%) higher than the median price.

**B. Certification.** The Department may consider a proposal non-responsive if the Offeror fails to properly complete or provides inaccurate information on the Bidder/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 selected Offerors 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 One Million Dollars (\$1,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and One Million Dollars (\$1,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage. The Offeror will be required to maintain this coverage in force for a period of at least two years after substantial completion.

**G.1.2** Workers’ compensation and Employers Liability coverage providing statutory benefits for all persons employed by the Offeror, 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 Insureds**

Each insurance policy shall be issued in the name of the contractor and shall name as additional insured parties the Department and the District of Columbia, and shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

### **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.