

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



**REQUEST FOR PROPOSALS**

**ARCHITECTURAL/ENGINEERING SERVICES  
LOGAN ELEMENTARY SCHOOL & FRANCIS-STEVENS EDUCATION CAMPUS**

**December 2, 2014**

**Proposal Due Date: December 24, 2014 by 2:00 p.m. EDT**

**Preproposal Conference: December 10, 2014 at 11:00 a.m.**

*to be held at:*

**Frank D. Reeves Center  
2<sup>nd</sup> Floor Community Room  
2000 14<sup>th</sup> Street, NW  
Washington, DC 20009**

**Contact:** Thomas D. Bridenbaugh  
Leftwich & Ludaway, LLC  
1400 K Street, NW  
Suite 1000  
Washington, D.C. 20005  
Phone: (202) 434-9100

**Solicitation Number: DCAM-14-AE-0068**

## Executive Summary

The District of Columbia Department of General Services (“DGS” or “Department”) is issuing this Request for Proposals (“RFP”) to engage a design firm(s) to serve as the architect/engineer (the “Architect”) for limited interior renovations at Logan Elementary School and/or Francis-Stevens Educations Campus. With respect to each project, the selected Architect will be required to provide all design services, architectural, engineering and other services necessary to implement the work at the awarded school no later than August 14, 2015 (the “Project”).

**As part of the Department’s Small Business Initiative, this solicitation is being set aside for bidding only by Offerors that are certified by the District of Columbia Department of Small and Local Business Development as Small Business Enterprises.**

### **Logan Elementary School**

John A. Logan Elementary School, also known as Capitol Hill Montessori at Logan, is located at 215 G Street, NE, Washington, DC 20002. The original building was constructed in 1935 with a larger addition completed in 1949. The building has undergone a few alterations in the intervening years. Through this solicitation, the Department desires to engage an architect/engineer to develop a design, in consultation with the school staff, DCPS representatives, and the Department’s Program Manager, for the following:

- Reconfiguration and renovation of the administration suite, health suite, and multi-purpose room, including but not limited to new walls, ceilings, lights, doors, finishes, IT infrastructure, casework and FF&E.
- Creation of a security station in the main lobby;
- Conversion of one (1) existing classroom in the annex into a science lab;
- Replacement of existing HVAC units and steam boilers with new VRF mechanical system with outside air;
- Installation of new dropped or floating ceilings with new pendant lighting for all classrooms; and
- Restoration or replacement of the original wood windows. The DC Office of Historic Preservation, in conjunction with DGS, will make the final determination if the windows will be restored or replaced.

Existing building layouts are attached hereto as **Attachment A**.

### **Francis-Stevens Education Campus**

Francis Education Campus, also known as School Without Walls at Francis-Stevens, is located at 2425 N Street, NW, Washington, DC 20037. The building was constructed in 1927 with additions in 1929 and 1953 and underwent a minor renovation in 2008. Through this solicitation, the Department desires to engage an architect/engineer to develop a design, in consultation with the school staff, DCPS representatives, and the Department’s Program Manager, for the following:

- Renovation of the auditorium. The renovation of the auditorium will include developing the color palette for the refinished floors, stage floor, carpet, curtains, window shades, acoustical panels, paint (walls, ceilings, and doors); design the replacement of the monumental windows and window shades; design of the size and location of acoustical panels; selection of new lighting fixtures and controls including the main overhead historic fixtures, wall sconces, and house lights; details of plaster trim repairs or restoration; selection of replacement doors; design of new ships ladder to access the mezzanines adjacent to the stage; design of theater performance lighting, lighting controls, rigging, drapery size, location, construction and operation; design of a theater audio and visual system including video projector size and location, screen size, location and operation, and audio system size, speaker configuration and location, and overall integrated control system.
- Renovation of the gymnasium. The renovation of the gymnasium will include new lighting with daylight harvesting and occupancy controls; new ceiling system; design of the size and location of acoustical panels with acoustical panels; design for the replacement of the monumental windows and window shades; selection of paint colors (walls, ceilings, and doors); selection of replacement doors; and reconfiguration and renovation of girl's and boy's locker rooms and storage.
- The renovation of the cafeteria and kitchen, including lighting with daylight harvesting and occupancy controls; new ceiling system; design of the size and location of acoustical panels with acoustical panels; design the replacement of the monumental windows and window shades; selection of paint colors (walls, ceilings, and doors); selection of replacement doors; and design of the modernization of the kitchen and serving lines.
- Renovation of the auditorium, gymnasium, and cafeteria/kitchen will also include replacement of the HVAC systems in these spaces, and the design for such replacement is included in the scope of work of this solicitation.

Existing building layouts are attached hereto as **Attachment A**.

### **A.1 Project Delivery Method**

The Department intends to implement the Project through a design-bid-build approach. The design team(s) engaged through this procurement will be required to develop construction documents describing the work at the awarded school. The Department expects that permit drawings will be completed and submitted for permitting in early March. The completed construction documents will be completed in mid-March and will be used to engage builders to construct the improvements no later than August 14, 2015. As both schools are occupied, it is anticipated that the work will be constructed during the summer months. The Architect for each project will remain under contract with the Department and will be required to provide construction administration services in furtherance of the Project.

### **A.2 Form of Contract; Scope**

The Form of Contract will be issued by an addendum to this RFP. 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.

### **A.3 Design Fees; Incentives**

As will be more fully described in the Form of Contract, the selected Architect will be paid a fixed fee for all required design services, including the preparation of the construction documents and provision of construction administration services (such fixed fee, the “Design Fee”) for the work at the awarded school. Offerors are to propose a separate Design Fee for each school. The Design Fees quoted by the Offeror should cover all costs associated with such scope of work and with the understanding that such fee shall be the Offeror’s sole compensation other than compensation for reimbursable expenses that are expressly allowed by the Form of Contract if the Offeror is selected for this engagement. Offerors should also provide a schedule of values that allocates the Design Fee among the various design phases. The schedule of values will be used for purposes of making progress payments.

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 spreadsheets or other pricing documents referenced in the Form of Offer Letter) separately from the technical portion of their proposal. The technical portion of the proposal consists of everything other than pricing information.

### **A.4 Economic Inclusion**

**This solicitation is being set aside for companies that are certified as Small Business Enterprises by the District of Columbia Department of Small and Local Business Development (“DSLBD”) and only entities that are certified as Small Business Enterprises are eligible to participate. In order to qualify for this procurement, the Small Business Enterprise must perform at least Fifty One Percent (51%) of the work with its own staff.**

In addition, the Department requires that Local, Small and Disadvantaged Business Enterprises (“LSDBEs”) participate in this project to the greatest extent possible, and if the selected Architect subcontracts any of the work, Thirty-Five Percent (35%) of the subcontracted work must be awarded to entities that are certified as either Small or Disadvantaged Business Enterprises by the District of Columbia Department of Small and Local Business Development, and Twenty Percent (20%) of the subcontracted work to entities that are certified as Disadvantaged Business Enterprises. The Department will also require that the selected Contractor and all of its subconsultants, subcontractors, and suppliers, enter into a First Source Employment Agreement with the Department of Employment Services and hire fifty-one percent (51%) District residents for all new jobs created on the project. Please see **Part C** of this RFP for additional information.

## **A.5 Selection Criteria**

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

- Experience & References (15 points)
- Fast-Track Experience (15 points)
- Key Personnel (20 points)
- Management Plan (20 points)
- Design Schedule (15 points)
- LSDBE Compliance/Utilization & District Resident Participation (15 points)

## **A.6 Project Schedule**

The preliminary project schedule is as follows:

- Notice of Award - on or about January 16, 2015
- Submission of Concept Design to DGS: - February 6, 2015
- Submission of permit documents to DGS: - March 4, 2015
- Submission of Construction Documents to DGS - March 18, 2015
- Commence Construction Activities - mid-June 2015
- Substantial Completion - August 14, 2015

## **A.7 Procurement Schedule**

The schedule for this procurement is as follows:

- Issue RFP - December 2, 2014
- Pre-proposal Conference - December 10, 2014 at 11:00 am
- Last Day for Questions/Clarifications - December 16, 2014
- Proposals Due - December 24, 2014 at 2:00 pm
- Notice of Award - on or about January 16, 2015

## **A.8 Attachments**

- Attachment A** - Existing School Layouts
- Attachment B** - Form of Offer Letter
- Attachment C** - Disclosure Statement
- Attachment D** - Tax Affidavit

## **SECTION B           SCOPE OF WORK**

### **B.1     Scope of Work**

In general, the selected Architect(s) will be required to provide architectural and engineering services necessary to renovate the identified spaces at the award school by August 14, 2015. The selected Architect(s) will be required to provide all of the design services necessary to implement the Project and to produce the required deliverables. These services will include both architectural and engineering services, including any specialty consultants such as acoustical, audiovisual/multimedia, and food service design consultants that may be required to complete the scope of work.

### **B.2     Concept Design Phase**

**B.2.1 Services.** The first phase of the Project will include program development and the preparation of a concept design. During this phase, the Architect shall complete the following tasks:

- a. Conduct meetings with DGS and DCPS representatives to confirm programmatic and other requirement and verify site requirements.
- b. Conduct life safety/building code analysis to verify compliance of design with DCRA's latest adaptation of the IBC code in use at the time the Contract is executed.
- c. Participate in Value Engineering workshops with DGS representatives.
- d. Survey existing facility to confirm locations, types, quantities and abatement specifications of hazardous materials to be abated.
- e. Perform alternative mechanical systems evaluation and recommend selection.
- f. Confer with the Department's IT representatives/consultants to verify technological requirements for the Project.

**B.2.2 Deliverables.** During this phase, the Architect will be required to prepare and submit to the Department the below-listed deliverables. All such deliverables shall be subject to review and approval by the Department, and the Architect's pricing should assume that revisions may be required to these documents to address concerns raised by the Department and/or other Project stakeholders.

- a. Survey of existing conditions
- b. Results of Hazardous Materials Survey
- c. Record of Accepted Value Engineering Strategies
- d. Summary of Required Agency Review, Timetables, including but not limited to: Office of Planning ("OP") and Historic Preservation Review Board ("HPRB"), Commission of Fine Arts ("CFA")
- e. Architectural Concept Development, including at a minimum,
  - a. Building floor plan
  - b. Design Narrative

- c. Preliminary cost estimate
- d. Project schedule

### **B.3 Permit Document Phase.**

**B.3.1 Services.** During this phase, based on the approved concept design, the Architect shall be required to develop a set of documents for permitting (“Permit Set”). The Architect shall ensure that the design is progressed in a manner consistent with the Department’s budget for the project, i.e., designed to budget. The Permit Set shall represent the further progression of the approved concept design together with any value engineering strategies approved by the Department. The Permit Set will be construction documents progressed to approximately Seventy Five Percent (75%) completion of those required in a traditional Design/Bid/Build delivery method. However, the Permit Set will be code compliant and permit ready, with all major systems sufficiently designed, detailed, specified, coordinated, and developed. In addition, the Architect will be required to:

- a. Confirm space-by-space equipment layouts with representatives from DGS and DCPS.
- b. Coordinate furniture, fixtures, and equipment requirements (“FF&E”).
- c. Present the design to CFA, Office of Planning/HPRB, and other regulatory agencies as required, and conduct follow up meetings with agencies as required.
- d. Have all plans certified by a third party plan reviewer approved by DCRA for permit document submission.
- e. Prepare application and submit documents for building permit, including uploading all documents to DCRA’s permit document review website in accordance with their instructions.

**B.3.2 Deliverables.** The Architect shall provide the following deliverables during this phase:

- a. A 50% progress print with updated cost estimate
- b. Detailed and coordinated drawings and specifications to be submitted for permit.
- c. Permit Application

**B.3.3** The Architect shall incorporate into the Permit Set the design requirements of governmental authorities having jurisdiction over the Project. In addition, the Architect shall be required to (a) define, clarify, or complete the concepts and information contained in the Permit Set; (b) correct design errors or omissions, ambiguities, and inconsistencies in the Permit Set (whether found prior to or during the course of construction); and (c) correct any failure of the Architect to follow written instructions of the Department during any phase of design services or the construction of the Project provided they are compatible with industry standards.

### **B.4 Construction Document Phase.**

The Architect shall be required to develop a set of construction documents for the awarded school. The construction documents shall represent the further progression of the approved permit documents together with any value engineering strategies approved by the Department. The construction documents progressed to One Hundred Percent (100%) completion of those required in a traditional Design/Bid/Build delivery method.

**B.5 Bidding.** The Architect shall provide support to the Department as may be necessary to support the bidding of the work. These services will include, but are not necessarily limited to:

- a. Prepare and issue bidding addenda.
- b. Respond to bidding questions and issue clarification, as needed.
- c. Consider and evaluate requests for substitutions

#### **B.6 Construction Administration**

The Architect shall provide support to the Builder and the Department as may be necessary to support the construction phase of the Project. These services will include, but are not necessarily limited to:

- a. Attend biweekly progress meetings.
- b. Review and process shop drawing submissions, RFI's, etc.
- c. Prepare meeting notes and records of decisions/changes made.
- d. Conduct punchlist inspections.
- e. Review closeout documents for completeness.

In addition, the Architect shall provide the following deliverables during this phase:

- a. Meeting minutes.
- b. ASI's or other clarification documents.
- c. Punchlists.
- d. Closeout document review comments.
- e. As-Builts (if authorized).

#### **B.7 Key Personnel**

In its proposal, each Offeror will be required to identify its key personnel. Key personnel shall include, at a minimum, the following individuals: (i) the Design Principal; (ii) the Project Architect; (iii) the Project Designer; and (iv) the key engineering subconsultants. The Architect will not be permitted to reassign any of the key personnel.

#### **B.8 Licensing, Accreditation and Registration**

The Architect and all of its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract. Without



limiting the generality of the foregoing, all drawings shall be signed and sealed by a professional architect or engineer licensed in the District of Columbia.

**B.9 Conformance with Laws**

It shall be the responsibility of the Architect to perform under the contract in conformance with the Department's Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

**B.10 Time is of the Essence**

Time is of the essence with respect to the contract. The Project must be Substantially Complete by August 14, 2015.

## 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 District of Columbia 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 Twelve (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  
(202) 727-3900 (Telephone Number)  
(202) 724-3786 (Facsimile Number)

## **C.2 SLDBE Participation**

The Department requires that significant participation by business enterprises certified by the Department of Small and Local Business Development as: (i) a local business enterprise; (ii) a small business enterprise; (iii) a disadvantaged business enterprise; (iv) having a owned resident business; (v) being a longtime business resident; or (vi) having a local business enterprise with its principal office located in an enterprise zone. Accordingly, and in addition to the preference points conferred by **Section C.1**, the Department requires that business enterprises so certified must participate in at least Fifty Percent (50%) of the work under this procurement. If the selected Offeror subcontracts any of the Contract Work, Thirty Five Percent (35%) of the subcontracted work must be awarded to entities that are certified as Small Business Enterprises by the District of Columbia Department of Small and Local Business Development and Twenty Percent (20%) of the subcontracted work to entities that are certified as Disadvantaged Business Enterprises. Offerors will be required to submit a Local Business Enterprise Utilization Plan with their proposals. The Utilization Plan must demonstrate how this requirement will be met and, to the extent possible at this stage in the project, should identify the specific firms that will be used and their respective roles.

## **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 X of Chapter II of Title 2 of the D.C. Code, 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, 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; and (v) submit monthly compliance reports to DOES by the 10<sup>th</sup> of each month.

## **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 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.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 5 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 the Architect for this Project, including the qualifications of key personnel.

#### **D.4 Proposal Evaluation**

Each proposal will be scored on a scale of 1 to 100 points. In addition, Offerors will be eligible to receive up to 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 112. The contract will be awarded to the Offeror with the highest evaluated score.

##### **D.4.1 Experience & References (15 points)**

The Department desires to engage an Architect with the experience necessary to realize the objectives set forth in **Section A** of this RFP. Offerors will be evaluated based on their demonstrated experience in (i) design excellence and design of public facilities in a manner that reflects civic importance and creates a sense of place and community; (ii) design of school facilities in an urban setting; (iii) cost estimating and value engineering/management; and (iv) knowledge of the local regulatory agencies and Code Officials. 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 fifteen (15) points.

##### **D.4.2 Fast Track Experience (15 points)**

The Department desires that the selected Architect have demonstrated experience with fast track projects so as to realize the objectives set forth in **Section A** of this RFP. Offerors will be evaluated based on their (i) demonstrated experience in and their plan to deliver, coordinated and constructible documents in a fast track environment; and (ii) demonstrated experience in successfully designing to budget without extensive value engineering. This factor of the evaluation will be worth up to fifteen (15) points.

##### **D.4.3 Key Personnel (20 points)**

The Department desires that senior personnel who have experience in designing and completing high quality, construction projects on-time and on-budget be assigned to this project. Key personnel shall include, at a minimum, the following individuals: (i) the Design Principal; (ii) the Project Architect; (iii) the Project Designer; (iv) the key engineering subconsultants. The availability and experience of the key individuals 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.4.4 Management Plan (20 Points)**

The Management Plan should clearly explain how the Architect intends to manage and implement the Project. Among other things, the Management Plan should explain (i) how the Architect will manage the engineering subconsultants so as to ensure that the drawings are properly coordinated, including coordination of the drawings; (ii) how the Architect will manage the value engineering/management process and ensure that the design is developed in a manner consistent with the project budget; (iii) how the Architect proposes to staff and handle construction administration and interact with the builder; (iv) how the Architect will manage the design process to ensure that bid packages are issued in a timely manner and incorporate agreed upon value engineering changes; and (v) describe the key challenges inherent in this Project and explain how they will be overcome or mitigated. The Department will also consider the experience that the Architect and its team members have working together on similar projects. This element of the evaluation is worth up to twenty (20) points.

#### **D.4.5 Preliminary Design Schedule (15 points)**

Offerors should submit with their Management Plan a schedule that shows the anticipated manner in which the design will be prepared and how it relates to the proposed construction schedule for this project. The schedule should show sufficient level of detail so as to demonstrate the Offeror's understanding of the Project and the key issues related to the Project. This factor of the evaluation will be worth up to fifteen (15) points.

#### **D.4.6 LSDBE Compliance/Utilization & District Resident Participation (15 points)**

The Department desires the selected Architect to provide the maximum level of participation for Local, Small and Disadvantaged Business Enterprises as well as employment opportunities for District of Columbia residents. Offerors will be evaluated in light of their demonstrated experience in meeting such goals and their proposed LSDBE Utilization Plan. This factor of the evaluation will be worth up to fifteen (15) 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 a full original proposal (pricing and technical submission); one (1) copy of the pricing proposal (Form of Offer Letter and any spreadsheets and/or other pricing document referenced in the Form of Offer Letter); and six (6) hard copies as well as two (2) electronic copies on CD-ROM or USB flash drive of the technical portion of the proposal (i.e. all portions of the proposal excluding the Form of Offer Letter and any spreadsheet or other pricing document referenced in the Form of Offer Letter). 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 Offeror's original submission shall be placed in a sealed envelope conspicuously marked: "Proposal for Architectural/Engineering Services for Logan Elementary School and Francis-Stevens Education Campus." Copies of the pricing and technical submissions shall be labeled accordingly.

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

Submissions should be delivered or mailed to:

DC Department of General Services  
Att'n: JW Lanum  
Frank D. Reeves Center  
2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor  
Washington, DC 20009

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

Submissions shall be received no later than 2:00 p.m. EDT, on December 23, 2014. 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. The submission shall be organized as follows:

#### **E.4.1 Bid Form**

Each Offeror shall submit a bid form substantially in the form of **Attachment B**, to bid a Design Fee for each school and outline any requested changes to the Form of Contract. Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the proposal non-responsive. The Department intends to award this contract to the most qualified firm and the cost information will be used to negotiate a fee for this project.

#### **E.4.2 Disclosure Form**

Each Offeror shall submit a Disclosure Statement substantially in the form of **Attachment C**.

#### **E.4.3 Executive Summary**

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

#### **E.4.4 General Team Information and Firm(s) Data**

Each Offeror should provide the following information for the principal Architectural firm 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 two years
  - 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.
- C. Description of the team organization and personal qualifications of key staff, including:
  - i. Identification of the single point of contact for the Architect.



- ii. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the team.
- iii. Resumes for each key participant on the team, including definition of that person's role, relevant project experience, and current workload over the next two years.

#### **E.4.5 Relevant Experience and Capabilities**

- A. List all projects that the team members have worked on in the last five (5) years that are similar to this project. For purposes of this paragraph, similar shall mean projects where the Offeror has served as the lead design consultant for interior renovation project where the estimated construction costs exceeded One Million Dollars (\$1,000,000). 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, including at least three (3) projects where the Offeror served as the architect on a design-build team. 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. Name, address, contact person and telephone number for builder reference for those projects where the Offeror served on a design-build team
  - iv. Brief project description including project cost, square footage, firm's scope of work, and key firm strengths exhibited
  - v. Identification of personnel involved in the selected project who are proposed to work on this project
  - vi. Project process and schedule data including construction delivery method, and construction completion date (any unusual events or occurrences that affected the schedule should be explained)
  - vii. Renderings or photographs that show the interior and exterior of the project.

#### **E.4.6 Management Plan**

Each Offeror should submit a Management Plan that addresses the issues set forth in **Section D.4.4** of this RFP.

#### **E.4.7 Cost Information**

The Offeror should submit the Bid Form in substantially the form of **Attachment B**.

#### **E.4.8 Local Business Utilization Plan**

Each Offeror must submit a proposed Local Business Utilization Plan that identifies the specific certified business enterprises that will participate in the contract and their anticipated roles. In addition, each Offeror should provide: (i) a narrative description of similar projects and the Offeror's success in meeting such goals; and (ii) a chart, in summary form, that identifies the Offeror's major public projects over the last five years and its success in achieving such goals (creativity should be displayed regarding joint-venture and subcontractor agreements).

#### **E.4.9 Tax Affidavit**

Each Offeror must submit a tax affidavit substantially in the form of **Attachment D**. 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:

Thomas D. Bridenbaugh  
Leftwich & Ludaway, LLC  
1400 K Street, NW  
Suite 1000  
Washington, D.C. 20005  
Phone: (202) 434-9100  
Facsimile: (202) 783-3420

Any written questions or inquiries should be sent to Thomas Bridenbaugh at the address above.

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

A pre-proposal conference will be held on December 10, 2014 at 11:00 am EDT. The conference will be held at the **Frank D. Reeves Center, 2<sup>nd</sup> Floor Community Room, 2000 14<sup>th</sup> Street, NW, Washington, DC 20009**. 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 Thomas Bridenbaugh at the address listed in Section F.1 no later than the close of business on December 16, 2014. The person making the request shall be responsible for prompt delivery.

### **F.4     Protests**

Protests shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial 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 4712 of the Department's Procurement Regulations (27 DCMR § 4712).

#### **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 have 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.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.

#### **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.

## **SECTION G           INSURANCE REQUIREMENTS**

### **G.1    Required Insurance**

The Architect 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.

**G.1.2** Workers’ compensation and Employers Liability coverage providing statutory benefits for all persons employed by the Architect, or its contractors and subcontractors at or in connection with the Work.

**G.1.3** Errors and Omissions coverage written on a claims made basis and having an aggregate policy limit of at least Five Million Dollars (\$5,000,000). Such coverage shall be maintained throughout the life of the project and three (3) years beyond Substantial Completion.

## **Attachment A**

### Existing Building Drawings

The existing building drawings for Logan ES are available for download at:

<https://leftwichlaw.box.com/s/eoo9t146e8mdtp9f94ju>.

The existing building drawings for Francis-Stevens EC are available for download at:

<https://leftwichlaw.box.com/s/z53slqp648b3jc2f49xo>.

**Attachment B**

Form of Offer Letter



Attachment B

[Offeror's Letterhead]

[Insert Date]

District of Columbia Department of General Services  
2000 14<sup>th</sup> Street, NW  
Washington, DC 20009

Att'n: Mr. Brian J. Hanlon  
Director

Reference: Request for Proposals  
Architectural/Engineering Services – Logan Elementary School & Francis-  
Stevens Education Campus

Dear Mr. Hanlon:

On behalf of [INSERT NAME OF BIDDER] (the "Offeror"), I am pleased to submit this proposal in response to the Department of General Services' (the "Department" or "DGS") Request for Proposals (the "RFP") to provide Architectural/Engineering Services for Logan Elementary School and/or Francis-Stevens Education Campus. The Offeror has reviewed the RFP and the attachments thereto, any addenda thereto, and the proposed Form of Contract (collectively, the "Bid Documents") and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit its Proposal in response to the RFP. The Offeror's proposal and the Design Fees (as defined in paragraph A) are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents (collectively, the proposal and the Design Fee are referred to as the "Offeror's Bid").

The Offeror's Bid is as follows:

A.	Design Fee for Logan:	<u>\$see attached spreadsheet</u>
	Design Fee for Francis-Stevens:	<u>\$see attached spreadsheet</u>

The Offeror acknowledges and understands that the Design Fee is a fixed fee and covers all of the Offeror's costs associated with the Project, including the preparation of complete construction documents and the provision of construction administration services.

The Offeror's Bid is based on and subject to the following conditions:

1. The Offeror agrees to hold its proposal open for a period of at least sixty (60) days after the date of the bid.
2. Assuming the Offeror is selected by the Department and subject only to the changes requested in paragraph 5, the Offeror agrees to enter into a contract with the Department on the

terms and conditions described in the Bid Documents within ten (10) days of the notice of the award.

3. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Offeror to the terms of the Offeror's Bid. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's Bid.

4. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the RFP in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.

5. The Offeror's proposal is subject to the following requested changes to the Form of Contract: **[INSERT REQUESTED CHANGES. OFFERORS ARE ADVISED THAT THE CHANGES SO IDENTIFIED SHOULD BE SPECIFIC SO AS TO PERMIT THE DEPARTMENT TO EVALUATE THE IMPACT OF THE REQUESTED CHANGES IN ITS REVIEW PROCESS. GENERIC STATEMENTS, SUCH AS "A MUTUALLY ACCEPTABLE CONTRACT" ARE NOT ACCEPTABLE. OFFERORS ARE FURTHER ADVISED THAT THE DEPARTMENT WILL CONSIDER THE REQUESTED CHANGES AS PART OF THE EVALUATION PROCESS.]**

6. The Offeror hereby certifies that neither it nor any of its team members have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or subconsultant that is certified by the District of Columbia Department of Small and Local Business Development as a Local, Small, or Disadvantaged Business Enterprise (collectively, "LSDBE Certified Companies") from participating in the work if another company is awarded the contract.

7. This bid form and the Offeror's Bid are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE OFFEROR].

Sincerely,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

RFP for Architect/Engineering Services  
Logan Elementary School Francis-Stevens Education Campus  
Attachment to Offer Letter

Design Phase	Logan Elementary School	Francis-Stevens Education Campus
Concept Design		
Permit Submission		
Construction Documents		
Construction Administration		
<b>Total Design Fee</b>	<b>\$0.00</b>	<b>\$0.00</b>

**PLEASE COMPLETE THE  
SHADED CELLS**

**Attachment C**

Disclosure Statement

Attachment C

The Offeror and each of its principal team members, if any, must submit a statement that discloses any past or present business, familiar or personal relationship with any of the following individuals:

A. D.C. Department of General Services

Brian J. Hanlon	Director
JW Lanum	Associate Director, Contracts and Procurement Division
Camille Sabbakhan	General Counsel
Charles J. Brown, Jr.	Deputy General Counsel
June Locker	Deputy Director, Capital Construction Services

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

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B. Leftwich & Ludaway

Thomas D. Bridenbaugh

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

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C. Brailsford & Dunlavey  
McKissack & McKissack

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

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This is to certify that, to the best of my knowledge and belief and after making reasonable inquiry, the above represents a full and accurate disclosure of any past or present business, familiar, or personal relationship with any of the individuals listed above. The undersigned acknowledges and understands that this Disclosure Statement is being submitted to the False Claims Act and that failure to disclose a material relationship(s) may constitute sufficient grounds to disqualify the Offeror.

OFFEROR:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Attachment D**

Tax Affidavit

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**Office of the Chief Financial Officer**  
**Office of Tax and Revenue**



**TAX CERTIFICATION AFFIDAVIT**

**THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.**

**Date**

**Authorized Agent**  
**Name of Organization/Entity**  
**Business Address (include zip code)**  
**Business Phone Number**

**Authorized Agent**  
**Principal Officer Name and Title**  
**Square and Lot Information**  
**Federal Identification Number**  
**Contract Number**  
**Unemployment Insurance Account No.**

I hereby authorize the District of Columbia, Office of the Chief Financial Officer, Office of Tax and Revenue to release my tax information to an authorized representative of the District of Columbia agency with which I am seeking to enter into a contractual relationship. I understand that the information released will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations solely for the purpose of determining my eligibility to enter into a contractual relationship with a District of Columbia agency. I further authorize that this consent be valid for one year from the date of this authorization.

I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia. The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities.

**Signature of Authorizing Agent**

**Title**

The penalty for making false statement is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code §47-4106.