

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



D.C. DEPARTMENT OF GENERAL SERVICES
REQUEST FOR PROPOSALS

COST ESTIMATOR

February 24, 2017

Proposal Due Date: March 13, 2017 by 2:00 p.m.

Pre-proposal Conference: March 1, 2017 at 10:00 a.m.
Location: Contracts and Procurement Division
Department of General Services
1250 U Street NW 3rd floor
Adam Morgan Conference Room
Washington, DC 20009

Contact: Mia R. Jackson
Contract Specialist
Department of General Services
1250 U Street NW 3rd floor
Washington, DC 20009
202.741.0423
mia.jackson@dc.gov

Solicitation Number: DCAM-17-CS-0040

Executive Summary

The Department of General Services (“DGS” or the “Department”) is issuing this Request for Proposals to engage an independent cost consultant to assist in managing its capital construction activities. 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 seventy percent 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 12.16 million square feet. Of the remaining thirty percent, 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 engage a cost estimating firm that has extensive experience cost estimating for municipal projects. Experience in the Mid-Atlantic market is strongly preferred and as is experience with K-12 education facilities as the DCPS portfolio comprises approximately two-thirds of the Department’s construction activities. The Department also desires to engage a consultant that maintains a database of cost elements that can be used to help predict likely cost in the Mid-Atlantic market and Washington, DC.

The resulting contract will have a base term of one (1) year with four (4) one year option periods. While this contract is a time & material contract (T&M), DGS anticipates that the level of effort will require approximately one (1) full time estimator although the work flow is likely to fluctuate during the year with the heaviest workloads occurring during the fall and early spring of any given calendar year. The selected consultant should demonstrate in-house capacity to accommodate significant fluctuations in the level of effort required.

The Department, at its own discretion, may elect to award multiple contracts under this solicitation.

A.1 General Scope of Services

In general, the selected consultant’s work will consist of two activities. Initially, the Department desires the consultant to review its historical cost experience in the DCPS, DPR and Municipal portfolios over the last five (5) years with an eye toward developing a likely cost per square foot figure that can be used for budget estimating purposes. For purposes of this exercise, the selected consultant shall use DGS’ historical cost information as the basis for its analysis and shall provide per square foot cost figures for the following types of construction: (i) tenant fit-out type projects (i.e. interior only cosmetic upgrades); (ii) gut renovation of an existing elementary school; (iii) gut renovation of an existing high school; (iv) selective additions (i.e. new construction) added to an elementary school; (v) selective additions to a high school; (vi) new construction of an entire elementary school; (vii) new construction of an entire high school; and (viii) the cost of temporary classrooms. The consultant will also be required to update these figures on a yearly basis to reflect construction cost escalation as well as new historical data from the Department’s projects that were delivered during that year.

Additionally, the cost consultant will be required to provide day-to-day estimating support to the Department in connection with change orders, updating project budgets and GMP negotiations, as directed by the Department.

A.2 Form of Contract

The Form of Contract will be issued by an amendment 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.3 Selection Criteria

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

- Experience and Past Performance (20 points)
- Key Personnel (20 points)
- Cost Database (15 points)
- Estimating Approach (25 points)
- Price (20 points)

A.4 Procurement Schedule

The schedule for this procurement is as follows:

- | | |
|---|-------------------------------|
| • Issue RFP | - February 24, 2017 |
| • Pre-proposal Conference | - March 1, 2017 at 10:00 a.m. |
| • Last Day for Questions/Clarifications | - March 2, 2017 at 5:00 p.m. |
| • Proposals Due | - March 13, 2017 at 2:00 p.m. |
| • Notice of Award | - on or about April 17, 2017 |

A.5 Attachments

- | | |
|---------------------|--|
| Attachment A | - Form of Offer Letter |
| Attachment B | - Bidder/Offeror's Certification Form |
| Attachment C | - Tax Affidavit |
| Attachment D | - Standard Contract Provisions for Services |
| Attachment E | - First Source Agreement |
| Attachment F | - 2016 Living Wage Act |
| Attachment G | - Past Performance Evaluation Form |
| Attachment H | - Form of Contract (to be issued by amendment) |

SECTION B SCOPE OF WORK

B.1 General Intent

The cost consultant shall provide cost estimating services to the Department in connection with its capital construction portfolio. These services shall consist of the following:

B.2 Develop Cost Database

B.2.1 Within ninety (90) days after its appointment, the Cost Consultant shall develop a set of construction cost assumptions for projects typically undertaken by DGS in the DCPS portfolio. These cost assumptions will be developed on a per square foot basis and shall include all of the costs typically borne by DGS (i.e. design, construction, FF&E, swing, and project management). No later than twenty one (21) days after award, the Cost Consultant shall submit a preliminary plan to the Department's Deputy Director for Capital Construction (the "Deputy Director") that describes the specific cost assumptions that will be developed and the proposed methodology that will be used to develop each such assumption. At a minimum, the Cost Consultant shall develop a cost assumption for the following type of projects: (i) tenant fit-out type projects (i.e. interior only cosmetic upgrades); (ii) gut renovation of an existing elementary school; (iii) gut renovation of an existing high school; (iv) selective additions (i.e. new construction) added to an elementary school; (v) selective additions to a high school; (vi) new construction of an entire elementary school; (vii) new construction of an entire high school; and (viii) the cost of temporary classrooms. The Cost Consultant shall revise the preliminary plan as may be requested by the Deputy Director.

B.2.2 In developing the per square foot cost estimates, the Cost Consultant shall capture the likely final cost of a project as opposed to the initial cost. The Consultant shall also review and develop in tabular format the final costs (to the extent such are readily available) of projects delivered for DCPS in the last 5 years. Such table shall include the actual costs as well as any adjustments that the Consultant believes are necessary to reflect unusual conditions associated with such projects. To the extent that the scope of work for a prior project is inconsistent with current DCPS requirements, adjustments shall be made to reflect such change in requirements.

B.2.3 The Consultant shall develop a methodology to adjust the historical project costs to reflect inflation and current dollars.

B.2.4 As part of this effort, the Consultant shall develop cost metrics for key building systems and elements. The specific metrics that will be studied will be developed and agreed upon as part of the preliminary plan referred to in **Section B.2.1** but should include: (i) a per square foot cost for mechanical/HVAC systems; (ii) a per square foot cost for finishes; (iii) a cost for a typical playground; (iv) the cost of typical building enclosure elements such as doors, roofs and windows; and (v) other cost metrics as directed by the Department.

B.2.5 The Consultant shall submit a preliminary draft of the construction cost assumptions to the Department for its review and approval. The Consultant shall meet with the Department's

representatives to review the draft cost assumptions and shall revise such assumptions as requested by the Department. The Consultant shall submit draft copies of the revisions to the Department. 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.

B.3 Updates to the Cost Database

On a yearly basis, the Cost Consultant shall update the cost database developed in accordance with **Section B.2** of this RFP to reflect projects that were delivered during the preceding year. This update shall occur in the fourth quarter of each calendar year as the majority of DCPS projects are expected to deliver during the summer. With regard to each such update, the Consultant shall analyze the new data and develop proposed adjustments to the cost database based on such data. The Consultant shall submit a preliminary draft of the proposed adjustments to the Department for its review and approval. The Consultant shall meet with the Department's representatives to review the draft cost assumptions and shall revise such assumptions as requested by the Department.

B.4 Cost Estimating Support

From time to time and as requested by the Department, the Cost Consultant shall provide the following "on call" estimating services:

B.4.1 Change Order Reviews. The Department envisions that most change proposals will be negotiated and managed by the project managers assigned to specific projects. However, in some instances, it may be necessary to obtain input from the Cost Consultant. In such instances, the change proposal and supporting documentation will be submitted to the Cost Consultant who shall review the proposal and its supporting documentation. The Cost Consultant shall evaluate the change proposal to determine a) entitlement and b) whether the proposed cost is reasonable and consistent with pricing in the Washington, DC metropolitan area. Such analysis shall include a take-off of the required quantities. It is expected that the Consultant will use its in-house database as well as other sources to evaluate the unit rates and costs of materials included in the change proposal. The Consultant shall submit its initial review of the change proposal to the appropriate individuals within DGS. If so requested, the Consultant shall discuss its findings with the DGS project manager and other appropriate personnel within DGS. If requested, the Cost Consultant shall assist DGS in negotiating the change proposal and shall be available to serve as a witness should such be necessary.

B.4.2 Design Reviews. From time to time, the Department may request that the Cost Consultant review design submissions and develop estimates of likely construction cost. Such reviews will typically occur at the schematic or design development phase although the Department may request such reviews based on concept design packages or construction document packages. Prior to undertaking any such review, the Cost Consultant shall discuss the review with the assigned project manager and reach agreement on the scope, nature and purpose

of the review. Such understandings shall be documented in writing (an e-mail shall suffice) and the Department shall be provided with an estimate of the cost for the requested services prior to performing the estimate.

B.4.3 GMP Reviews. As with change orders, most GMP proposals will be reviewed and negotiated by the Project Managers and Contracting Officer assigned to specific projects. From time to time, however, the Department may request that the Cost Consultant review GMP proposals to determine whether the costs contained in the GMP proposal are reasonable and consistent with current market conditions. Although in general GMP proposals are based on trade bids (i.e. they are not estimated), the Department would expect the Cost Consultant to perform a “take-off” of the drawings and to estimate the fair market cost based on quantities and unit rates. Such requests may be for the entire scope of work covered by the GMP or for line items (trades) within the GMP. The Consultant shall submit its initial review of the GMP to the appropriate individuals within DGS. If so requested, the Consultant shall discuss its findings with the DGS project manager and other appropriate personnel within DGS.

B.5 Administrative Provisions

The Cost Consultant shall be required to submit the reports as described in this **Section B.5**.

B.5.1 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.5.2 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. This report can be prepared in bullet format.

B.6 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.7 Deliverable List

- .1** Cost Database (Section B.2)
- .2** Updated Cost Database (Section B.3)
- .3** Change Order Analysis, if requested (Section B.4.1)
- .4** Design Review Cost Estimates, if requested (Section B.4.2)
- .5** GMP Analysis, if requested (Section B.4.3)
- .6** Monthly Report (Section B.5.1)
- .7** Weekly Status Report (Section B.5.2)

SECTION C COMPENSATION

C.1 The Contract awarded pursuant to this RFP will allow the Department to buy the required services through several methods, on a task-by-task basis: (i) the Department can require the selected Consultant to perform the work on a time and materials basis based on the hourly rates bid by the Consultant; or (ii) the Department can negotiate a fixed fee with the Consultant based on the hourly rates bid by the Consultant. The Department anticipates that the majority of the work will be completed on a time and materials basis based on the hourly rates bid by the Consultant or based upon a negotiated fixed fee for the work. The decision as to which of these methods will be used for a particular task shall be made by the Department in its sole and absolute discretion.

Offerors will be required to quote a set of hourly rates for the personnel classifications set forth on **Attachment A** as well as an annual escalation rate which shall be the basis of the pricing for each task authorized under this contract.

C.2 Key Personnel; Liquidated Damages

C.2.1 Identification of Key Personnel. The Cost Consultant shall include, at a minimum, the Lead Estimator that will be assigned to this effort. The Offeror shall also identify estimators in the following areas; General Estimating, MEP Estimating and Civil/Site work estimating. The selected Consultant will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement.

C.2.2 Liquidated Damages. If the Cost 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 Cost Consultant or any affiliate of the Cost Consultant) without the prior written consent of the Department's Designated Representative, the Cost Consultant shall pay to the Department 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 Cost Consultant in the event that a member of the key personnel has been removed or replaced by the Cost Consultant without the consent of the Department.

SECTION D ECONOMIC INCLUSION

D.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.

D.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).

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

D.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

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

D.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.

D.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.

D.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.

D.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 10th 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.

SECTION E EVALUATION AND AWARD CRITERIA

E.1 Evaluation Process

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

E.2 Evaluation Committee

Each submission shall be evaluated in accordance with this **Section E** 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.

E.3 Oral Presentation

The Department does not intend to interview Offerors that are in the competitive range; however, the Department reserves the right to 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.

E.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.

E.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) of the one hundred (100) points based on the Offerors status as certified business enterprises as outlined in **Section D.1** of this RFP. The contract will be awarded to the contractor with the highest evaluated score that is the most advantageous to the Departments' needs. 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.

E.4.1 Experience & Past Performance (20 points)

The Department desires to engage a Contractor with the experience necessary to realize the objectives set forth in this RFP. Offerors will be evaluated based on their demonstrated: (i) knowledge of construction costs; (ii) experience with the Washington, DC and Mid-Atlantic market; (iii) experience with schools and municipal projects; and (iv) accurate estimating of change orders. 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.

E.4.2 Key Personnel (20 points)

The Department desires that senior personnel who have experience in estimating the cost of large capital projects be assigned to this project. Proposals should identify, at a minimum: (i) the Chief Estimator, (ii) at least two additional Lead Estimators that would be assigned to the project; (iii) MEP and Civil/Site Work Estimators; and (iv) list of other available and experienced estimators from the roster of individuals available to be assigned to this project as directed and having general estimating experience, . This element of the evaluation will be worth up to twenty five (20) points.

E.4.3 Cost Database (15points)

Offerors are required to submit a sample database of cost elements. The cost database will be evaluated based on the type of information, the level of detail and the likelihood that the database will serve as an accurate predictor of actual construction cost. The Offeror may utilize and include a previously developed and utilized database for other clients/projects

This element of the evaluation is worth up to twenty (15) points.

E.4.4 Estimating Approach (25 points)

Offerors are required to detail the approach to be used in evaluating the cost of the Department's projects. In evaluating this factor, the Department will review the proposed approach to assess whether the approach: (i) demonstrates an understanding of the required tasks; (ii) demonstrates an understanding of cost estimating procedures typically used in the construction industry; (iii) demonstrates knowledge of construction costs in the Mid-Atlantic region and Washington, D.C. in particular; (iv) is likely to reduce reliable cost estimates; and (v) their approach to research and determine Entitlements.

This element of the evaluation is worth up to fifteen (25) points.

E.4.5 Price (20 points)

Offerors will be required to quote a set of hourly rates for the personnel classifications set forth on **Attachment A** as well as an annual escalation rate which shall be the basis of the pricing for each task authorized under this contract. This element of the evaluation is worth up to twenty five (20) points.

SECTION F 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.

F.1 Submission Identification

Submissions shall be provided in two volumes, a technical volume and a price volume. Offerors shall submit one (1) clearly marked original and three (3) clearly marked copies of the technical volume that includes the information set forth in **Section F.4.1** below as well as one (1) clearly marked original and one (1) clearly marked copy of the pricing volume that included the information set forth in **Section F.4.2** below. One (1) electronic copy, (thumb/flash drive) shall accompany all submissions. 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 Cost Estimator for DCPS, DPR, and Municipal Portfolio Projects."

F.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

DC Department of General Services
Contracts & Procurement Division
Frank D. Reeves Center
2000 14th Street, NW, 8th Floor
Washington, DC 20009
Attn: Mia R. Jackson

F.3 Date and Time for Receiving Submissions

Submissions shall be received no later than 2:00 p.m. EST, on March 13, 2017. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

F.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 and label pages in your proposal. The submission shall be organized as follows:

F.4.1 Technical Proposal

The technical proposal shall be organized and labeled as follows, and in accordance with Section E.4 requirements:

F.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.

F.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.

F.4.1.3 Experience and Past Performance

- A. List all projects that the Offeror has worked on in the last 5 years that are similar to this RFP requirement. For purposes of this paragraph, similar shall mean an engagement where the offeror has provided cost estimating services on a portfolio level basis. This information may be provided in an overview matrix format or brief list; however, it should include the name and location of the facility, the name of the owner, the time frame of the project, the original budget for the project, and whether

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

- B. Detailed descriptions of no more than eight (8) projects that best illustrate the team's experience and capabilities relevant to this project. On each project description, please provide all of the following information in consistent order:
- i. Project name and location
 - ii. Name, address, contact person and telephone number for owner reference
 - iii. A brief description of the engagement/project
 - iv. Identification of personnel involved in the project who are proposed to work on this project

In addition, the Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms (**Attachment G**) are completed and submitted on behalf of the Offeror directly to the Contract Specialist by the **due date for proposals**.

F.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 proposed staff that will be available for this engagement, including definition of that person's role, key personnel, relevant project experience, and current workload over the next two years.

F.4.1.5 Cost Database

The Estimating Approach should contain the information requested in **Section E.4.3** of the RFP.

F.4.1.6 Estimating Approach

The Estimating Approach should contain the information requested in **Section E.4.4** of the RFP.

F.4.1.8 First Source Employment Agreement

Each Offeror shall complete and submit as part of its Technical Proposal a completed First Source Employment Agreement **Attachment E**.

F.4.2 Price Proposal

The Price proposal shall be organized as follows:

F.4.2.1 Bid Form

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

F.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 B**.

F.4.2.3 Tax Affidavit

Each Offeror must submit a tax affidavit substantially in the form of **Attachment C**. 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 G BIDDING PROCEDURES & PROTESTS

G.1 Contact Person

For information regarding this RFP please contact:

Mia R. Jackson
Contract Specialist
Department of General Services
1250 U Street NW 3rd floor
Washington, DC 20009
202.741.0423
mia.jackson@dc.gov

Any written questions or inquiries should be sent to Mia R. Jackson at the address above.

G.2 Preproposal Conference

A preproposal conference will be held on March 1, 2017 at 10:00 a.m. The conference will be held at the 1250 U Street NW, 3rd floor Adam Morgan Conference Room, Washington, DC 20009

Interested Offerors are strongly encouraged to attend.

G.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 Mia R. Jackson at the address listed in **Section G.1** no later than the 2:00 p.m. on March 8, 2017. The person making the request shall be responsible for prompt delivery.

G.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.

G.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.

G.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.

G.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.

G.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.

G.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.

G.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.

G.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.

G.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 H INSURANCE REQUIREMENTS

H.1 Required Insurance

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

H.1.1 Commercial general public liability insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than One Million Dollars (\$1,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and One Million Dollars (\$1,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage. The Offeror will be required to maintain this coverage in force for a period of at least two years after substantial completion.

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

H.1.3 Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

H.2 Additional Insureds

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

H.3 Waiver of Subrogation

All such insurance shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

H.4 Strength of Insurer

All insurance shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best’s rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed/approved to do business in the District of Columbia.