



TO: ARCHITECT/ENGINEERING SERVICES

REQUEST FOR QUALIFICATIONS STATEMENT

SOLICITATION NO.: DCEB-2016-Q-1002
CAPTION: John A. Wilson Building Renovation Design and
Inspection/Observation of Construction Operations Services

ISSUANCE DATE: June 6, 2016
DUE DATE: June 13, 2016

DELIVERY OF SUBMISSIONS: Electronically to:
Lindel Reid at linde.reid@d.c.gov

CONTACT: Lindel Reid, CPPB
Senior Contract Specialist
Office of Contracts, Procurement and Grants
1015 Half Street, S.E., Suite 675
Washington, D.C. 20003
(202) 724-7330

BRIAN T. KENNER
DEPUTY MAYOR

SECTION A EXECUTIVE SUMMARY

A.1 The Government of the District of Columbia, Office of the Deputy Mayor for Planning and Economic Development (DMPED), is soliciting statements of qualifications (“Qualifications”) from professional firms (“Respondents”) to provide Renovation Design (Title I) and Inspection and Observation of Construction Operations (Title II) Services for the 2nd and 3rd floors of the John A. Wilson Building, in accordance with the terms, provisions, specifications, and solicitation instructions set forth in the Request for Qualifications.

A.2 DMPED is requesting that interested Firms submit an AIA Standard Form 330, Attachment A to include supplemental information as described in Sections E.3.1.

A.3 The most qualified firm will be determined in accordance with the Section 604 of the District’s Procurement Practices Reform Act. The most qualified firm will be determined based on the information provided in the AIA standard Form 330 and supplemental information regarding then firm’s past performance, the technical experience and key personnel and the firm’s technical approach to completing the required services.

A.4 FORM OF CONTRACT

The Form of Contract will be issued upon selection of the firm.

A.5 PROCUREMENT SCHEDULE:

Please note the Procurement Schedule below.

Issue RFQ	June 6, 2016
Submission Due Date	June 13, 2016 by 2:00 pm
Review and Selection	June 16, 2016 – June 17, 2016
Notice of Award	June 20, 2016 – June 24, 2016
Project Completion	TBD

A.6 ATTACHMENTS/EXHIBITS:

Attachment A	AIA Standard Form 330
Attachment A1	Scope of Work Title-I Services
Attachment A2	Scope of Work Title-II Services
Attachment A3	Technical Requirements and Submittal Guide
Attachment B	Bidder-Offerer Certification Form
Attachment C	Tax Affidavit
Exhibit I	Analysis of Recommended Workspace Improvements Study, dated September 30, 2015
Exhibit II	Completed Test Fits 2 nd and 3 rd Floor Suites

SECTION B SCOPE OF WORK

B.1 INTRODUCTION

The Architect-Engineer shall provide Title-I Design and Related Services in accordance with Attachment-A1 and Title-II Inspection and Observation of Construction Operations Services in accordance with Attachments-A2 for renovations to the 2nd and 3rd floor suites at the John A. Wilson Building.

B.2 REQUIREMENTS

See Attachment-A1 Scope of Work Title-I Services
See Attachment-A2 Scope of Work Title-II Services

SECTION C ECONOMIC INCLUSION

C.1 PREFERENCE FOR SMALL, LOCAL AND DISADVANTAGED BUSINESS ENTERPRISES:

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 et seq., as amended (“Act”, as used in this section), the District shall apply preferences in evaluating bids from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

C.1.1 Application of Preferences:

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 Bidders 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, or being a local business enterprise with its principal office located in an enterprise zone. (A copy of the certification acknowledgment letter must be submitted with the Bidder’s Bid.) A percentage reduction in price shall be granted to prime contractors as follows:

- (a) Three (3) percent reduction for a small business enterprise (SBE);
- (b) Five (5) percent for a resident-owned business (RBO);
- (c) Ten (10) percent for a longtime resident business (LRB);
- (d) Two (2) percent for a local business enterprise (LBE);
- (e) Two (2) percent for a local business enterprise with its principal office located in an enterprise zone (DZE);
- (f) Two (2) percent for a disadvantaged business enterprise (DBE);
- (g) Two (2) percent for veteran-owned business (VOB);
- (h) Two (2) percent for local manufacturing business enterprise (LMBE)

C.1.2 Maximum Preference Points Awarded:

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise (CBE) is entitled under the Act is twelve per cent (12%) for bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime contractor with CBEs.

C.1.3 Preferences for Certified Joint Ventures:

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

C.1.4 Verification of Bidder's Certification as a Certified Business Enterprise:

- (a) Any Bidder seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any additional documentation regarding its certification as a certified business enterprise.
- (b) 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

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

C.2 LSDBE UTILIZATION:

C.2.1 Mandatory Subcontracting Requirement:

C.2.1.1 The subcontracting requirement may be satisfied by subcontracting 50% of the dollar volume to any Certified Business Enterprises (CBEs) provided however, that the costs of materials, goods, and supplies shall not be counted towards the subcontracting requirement unless such materials, goods, and supplies are purchased from certified small business enterprises.

C.2.1.2 A prime contractor which is certified as a Small Business Enterprise shall not be required to comply with the provisions of section C.2.1.1.

C.2.1.3 Neither the Contractor or a Subcontractor may remove a Subcontractor or tier-Subcontractor if such Subcontractor or tier-Subcontractor is certified as a Local, Small or Disadvantaged Business Enterprise (LSDBE) unless the Department approves of such removal. The Department may condition its approval upon the Contractor developing a plan that is, in the Department's sole and absolute judgment, adequate to maintain the level of LSDBE participation required under this Contract.

C.2.1.4 A list of Certified Business Enterprises can be found on the District of Columbia, Department of Small and Local Business Development website at <http://dslbd.dc.gov/DC/DSLBD>, click on "Doing Business in the District", click on "Find CBE Certified Contractors."

C.3 RESIDENCY HIRING REQUIREMENTS FOR CONTRACTORS & SUBCONTRACTORS:

C.3.1 At least fifty-one percent (51%) of the Bidder's team and every sub-consultant's employees hired after the Bidder enters into a contract with the Department, or after such sub-consultant enters into a contract with the Bidder, to provide the required goods or services, shall be residents of the District of Columbia.

C.3.2 Upon execution of the contract, the Bidder and all of its member firms, if any, and each of its subcontractors and sub-consultants shall submit to the Department a list of current employees that will be assigned to work under the contract, the date that they were hired and whether or not they live in the District of Columbia.

C.3.3 The Bidder 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 the First Source Amendment Act of 2011, and the rules and regulations promulgated thereunder. The Bidder and all member firms, subcontractors, tier subcontractors, sub-consultants, and suppliers with contracts in the amount of \$300,000 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; (iii) make best efforts to hire at least 51% District residents for all new jobs created under the contract; (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 a 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.

**SECTION D
EVALUATION AND AWARD CRITERIA**

D.1 SELECTION CRITERIA:

The most qualified firm will be determined based on the information provided in the AIA Standard Form 330 and supplemental information regarding the firm's past performance, the technical experience and key personnel and the firm's technical approach to completing the required services.

D.2 EVALUATION PROCESS:

The Firm's submission will be evaluated based on the information provided in the Firm's AIA Standard Form 330, **Attachment A**, along with the supplemental information provided.

D.2.1 Architect Engineer Selection Committee

Each submission will be evaluated in accordance with this **Section D** by an A/E selection committee consisting of DMPED staff. The selection committee will prepare a written report summarizing its findings and submit the same to the source selection official.

D.3 NEGOTIATIONS AND CONTRACT AWARD

The Contracting Officer will conduct negotiations with the highest qualified firm as described in the PPRA.

SECTION E PROPOSAL ORGANIZATION AND SUBMISSION

This section outlines specific information necessary for the proper organization and manner in which Firm's submission shall be proffered. References are made to other sections in this RFQ for further explanation.

E.1 SUBMISSION IDENTIFICATION AND DELIVERY:

Submissions shall be sent ELECTRONICALLY to Lindel Reid at: lindel.reid@dc.gov. Please insert **“RESPONSE TO REQUEST FOR QUALIFICATION STATEMENT SOLICITATION NO. DCEB-2016-Q-1002 – JOHN A. WILSON BUILDING RENOVATION DESIGN AND INSPECTION AND OBSERVATION OF CONSTRUCTION OPERATIONS SERVICES”** in the subject line of the transmission.

E.2 DATE AND TIME FOR RECEIVING SUBMISSIONS:

Submissions shall be received no later than 2:00 pm local time on June 13, 2016.

E.3 SUBMISSION

The firm shall provide the following in two clearly marked separate section:

E.3.1 Technical Submission

- (a) The Firm shall submit a completed Technical and Fee Proposal Standard Form 330, **Attachment A**,
 1. Ensure Part 1, Section C, #19 includes the following information regarding the Firm Technical Experience and Past Performance
 - i. Provide a list of projects such as general government buildings, fire stations, park facilities, and private facilities completed within the last five (5) years. Include the name, email address, and telephone number of a contact for each client who can verify the information provided. It is the Firm's responsibility to ensure that current and accurate contact information is provided.
 - ii. Provide a list of contracts and subcontracts that the A/E Firm has performed and completed within the last five (5) years, including the details of any working relationship with District agencies.
 - iii. Provide a list of contracts/subcontracts that the A/E Firm did not complete or was terminated from in the last five (5) years and include an explanation for each.
 2. Ensure Part 1, Section G, #26 – 25 includes the following information regarding the firm's Key Personnel
 - i. Provide an organization chart reflective of the Firm's staffing and role of each member.

3. Ensure Part 1, Section H includes the following information regarding the firm's technical approach to completing the requirements
 - i. Describe an understanding of the working relationship with the client and goals and services to be provided to include the method of engaging the client to ensure by-in and acceptance of final deliverables.
 - ii. Describe the technical approach and methodology to be used to fulfill the required services including quality assurance for the timely production and accuracy of deliverables.
 - iii. Describe innovative concepts, ideas, or methods utilized by the Firm in providing client services.

(b) Bidder/Offeror Certification as shown in **Attachment B**.

(c) Tax Certification Affidavit as shown in **Attachment C**.

E.3.2 Fee Proposal

The firm shall provide its total lump sum fee to provide the required services. In addition, the Firm's response shall list all proposed personnel by title, the hourly rate for each person, and the estimated number of hours that each person is expected to work on the project. The U.S Department of Labor Service Contract Act Wage Determination in effect at the time of contract award will apply to the resulting contract.

SECTION F
BIDDING PROCEDURES & PROTESTS

F.1 CONTACT PERSON:

For information regarding this RFQ please contact:

Lindel Reid, CPPB
Senior Contract Specialist
Office of the Deputy Mayor for Planning and Economic
Development
1015 Half Street, S.E., Suite 675
Washington, DC 20003
Phone: (202) 724-7330
E-mail: lindel.reid@dc.gov

F.2 EXPLANATIONS TO PROSPECTIVE FIRMS:

F.2.1 Each Firm shall carefully examine this Request for Qualification Statements and any and all amendments, addenda or other revisions and thoroughly familiarize itself with all requirements prior to proffering a submission. Should a Firm find discrepancies or ambiguities in, or omissions from, the RFQ and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFQ, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Firm concerning the solicitation will be furnished promptly to all other Firms as an amendment or addendum to this RFQ 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 Firms. Oral explanations or instructions given before the award of the contract will not be binding.

F.2.2 Questions shall be directed to Lindel Reid at the e-mail address listed in Section F.1 no later than 4:00 pm local time June 9, 2016. The person making the request shall be responsible for prompt submittal.

F.3 PROTESTS:

Protests shall be governed by §4734 of the Department's Procurement Regulations (27 DCMR, Chapter 47). The District of Columbia Contract Appeals Board shall be the exclusive hearing tribunal for bid protests and disputes in connection with decisions by the Contracting Officer (CO) under §4732 and §4733. Claims shall be made in accordance with Title X of the 2010 Procurement Practices Reform Act.

F.4 CONTRACT AWARD:

This procurement is being conducted in accordance with the Section 604 of the Procurement Practices Reform Act.

F.5 RETENTION OF SUBMISSIONS:

All submissions will be retained by DMPED and therefore will not be returned to the Firms. With the exception of proprietary financial information the submissions will become the property of DMPED, and DMPED has the right to distribute or use such information as it determines appropriate.

F.6 EXAMINATION OF SUBMISSIONS:

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

F.7 LATE SUBMISSIONS/MODIFICATIONS:

- a. Any submission or best and final offer received at DMPED after the exact time specified for receipt will not be considered.
- b. Any modification of a submission, including a modification resulting from the CO's requests for best and final offers is subject to the same conditions as stated above.
- c. The only acceptable evidence to establish the time of receipt at DMPED'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 RFQ to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to DMPED may be considered at any time it is received and may be accepted.
- e. Submissions shall remain valid for a period not less than one year after pre-qualification, unless DMPED receives notice of changes.

F.8 NO COMPENSATION FOR PREPARATION OF SUBMISSIONS:

DMPED will not bear or assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this RFQ, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

F.9 REJECTION OF SUBMISSIONS:

DMPED 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 Firm's responsibility;
- c. To reject submissions that contain conditions and/or contingencies that in DMPED'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 Firm;
- e. To take any other action within the applicable procurement regulations or law; and
- f. To reject the submission of any Firm that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Qualification Statement.

F.10 LIMITATION OF AUTHORITY:

Only a person with prior written authority from the CO 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 RFQ is not effective or binding unless made in writing and signed by the CO or its authorized representative.

SECTION G
INSURANCE REQUIREMENTS

G.1 REQUIRED INSURANCE:

The Architect-Engineer shall maintain at its expense such insurance as is specified herein. All insurance will be subject to the approval of the District as to coverages, terms and insurance carriers. The following are minimum coverages for insurance required to be maintained under this Contract:

G.1.1 Architect-Engineer's Professional Liability Insurance (Errors and Omissions):

- A. Limit of Liability: Two Million (\$2,000,000) per claim; Four Million (\$4,000,000) annual aggregate; with a combined deductible not to exceed one Hundred Fifty Thousand Dollars (\$150,000).
- B. Form: The Architect-Engineer's policy insuring claims made arising from design, engineering, architectural or other services or activities performed by any architects, engineers, consultants or other design professionals (and their respective officers, directors, employees or agents) in connection with the Project. There will be no pollution or environmental impact exclusion.
- C. Specific Coverage: 1) The Architect-Engineer shall maintain such policy, without interruption for a period of five (5) years from the date of Substantial Completion.
2) Cancellation provisions as described herein.

G.1.2 Commercial General Liability:

- A. Limit of Liability: **A-E Services:**
- Projects Under \$20M in total Construction Costs: One Million Dollars (\$1,000,000) per occurrence; Two Million Dollars (\$2,000,000); umbrella excess liability.
- Projects \$20M-\$50M in total Construction Costs: Two Million Dollars (\$2,000,000) per occurrence; Four Million Dollars (\$4,000,000); umbrella excess liability.
- Projects Over \$50M in total Construction Costs: Five Million Dollars (\$5,000,000) per occurrence; Seven Million Dollars (\$7,000,000); umbrella excess liability.
- Structural & MEP Services:** (if separate from A-E Contract):

Projects Under \$10M in total Construction Costs: One Million Dollars (\$1,000,000) per occurrence; Two Million Dollars (\$2,000,000); umbrella excess liability.

Projects \$10M-\$20M in total Construction Costs: Two Million Dollars (\$2,000,000) per occurrence; Four Million Dollars (\$4,000,000); umbrella excess liability.

Projects Over \$20M in total Construction Costs: Five Million Dollars (\$5,000,000) per occurrence; Seven Million Dollars (\$7,000,000); umbrella excess liability.

B. Form: Comprehensive General Liability (specify form on certificate of insurance).

C. Specific Coverage Requirements:

- 1) Coverage for products/completed operations.
- 2) Blanket contractual liability.
- 3) Coverage for liability arising from the acts of independent contractors.
- 4) Personal injury liability.
- 5) Coverage for property damage arising from explosion, collapse, or underground hazards.
- 6) Broad form property damage coverage, including completed operations.
- 7) Such policy will be maintained in full force and effect for five (5) years following the date of Final Payment.
- 8) Cancellation provisions as described herein.

G.1.3 Business Automobile Policy:

A. Limit of Liability: One Million Dollars (\$1,000,000) per person; One Million Dollars (\$1,000,000) per occurrence for property damage; umbrella excess liability of Five Million Dollars (\$5,000,000).

B. Form: Business Automobile Policy.

C. Specific Coverage Requirements:
1) Coverage for any auto operated in conjunction with Project.
2) Cancellation provisions as described herein.

G.1.4 Workers' Compensation and Employer's Liability:

A. Limits of Liability

- 1) Workers' Compensation Statutory
- 2) Employers' Liability:

One Million Dollars (\$1,000,000) each accident/accident (where applicable).

- B. Specific Coverage Requirements:
- 1) Other states' endorsement.
 - 2) United States Longshore and Harbour Workers' Act endorsement.
 - 3) Cancellation provisions as described herein.

GENERAL

The Architect-Engineer shall purchase and maintain the insurance required hereunder from companies authorized to do business in the District of Columbia, with an AM Best's rating of "A" as to management; and no less than "Class X" as to strength or better.

The insurance coverage provided for in paragraphs 2 and 3 above, without liability on the part of the District for premiums thereof, will include the endorsements as additional insureds of the District and its directors, officers, employees, affiliates, parent, subsidiaries, agents and representatives, and lender(s), if any.

All policies and certificates of insurance will carry the policy number, expiration dates and policy limits required above and will expressly provide that no less than sixty (60) days prior written notice will be given to the District in the event of material alteration, cancellation, non-renewal or expiration of the coverage contained in such policy or as evidenced by such certificate of insurance. **Additionally, the policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation.**

Notwithstanding anything else contained herein to the contrary, the Architect-Engineer shall bear all costs of all deductibles or any self-insured retention and will remain solely and fully liable for the full amount of any claim or item not compensated by insurance (including any settlement made with the prior approval of the District) to the extent such claim or item arises out of or relates to the performance of, or any error, omissions, or discrepancy in the services or documents provided by the Architect-Engineer or its consultants.

The Architect-Engineer shall provide the District with certificates of insurance evidencing the coverages and conditions required at anytime requested by District. Upon request, Architect-Engineer shall also provide the District with copies of any and all insurance policies (including all binders, endorsements, and other documents as may be requested by the District).

Should the Architect-Engineer engage any Consultants or independent contractors, it will require such consultants or independent contractors to purchase or maintain insurance as required herein and in the Contract. If such Consultant or independent contractor fails to purchase and maintain such insurance, the District may, but will not be obligated to upon five (5) days written notice to the Architect-Engineer, purchase such insurance on behalf of the Architect-Engineer and will be entitled to be reimbursed by Architect-Engineer promptly upon demand or deduct the amount of such premiums from any compensation due to the Architect-Engineer.

The insurance required hereunder is primary and direct and will apply to loss prior to any coverage carried by the District or any other party.