

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. Contract Number	Page of Pages 1 48	
2. Amendment/Modification Number GF-2013-D-0114-003	3. Effective Date October 25, 2013	4. Requisition/Purchase Request No.	5. Solicitation Caption Architect-Engineering Professional Services Indefinite Delivery/Indefinite Quantity	
6. Issued By: University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Building 38, Room C03 Washington, DC 20008		7. Administered By (If other than line 6) University of the District of Columbia Capital Construction Division 4200 Connecticut Avenue, NW, Building 38, Room C03 Washington, DC 20008		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)		9A. Amendment of Solicitation No. GF-2013-D-0114	9B. Dated (See Item 11) October 3, 2013	
Code Facility		10A. Modification of Contract/Order No.		
		10B. Dated (See Item 13)		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 8 DCMR, Chapter 30, Section 3062.				
C. This supplemental agreement is entered into pursuant to authority of:				
D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copy to the issuing office.				
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) Solicitation No.: GF-2013-D-0114 for the Architect-Engineering Professional Services Indefinite Delivery/Indefinite Quantity is hereby amended as follows:				
<ol style="list-style-type: none"> 1) The amendment number cited as GF-2013-R-0114-001 on Amendment No. 1 dated October 8, 2013 is hereby deleted and replaced with GF-2013-D-0114-001; 2) The contact number cited for Tonya Mills as (202) 674-6913 on Amendment No. 1, dated October 8, 2013 is hereby deleted and replaced with (202) 274-6913; 3) Delete Section 11.0 Legal/Compliance Requirements-Insurance Requirements in its entirety and replace with the attached Section 11.0 (Attachment A); 4) Delete page 2 of 13 of this solicitation and replace with the attached page 2. (Attachment B); 5) Questions and Answers (Attachment C); 6) Delete "Attachment 8.2 General Provisions", dated January 19, 1989, in its entirety, and replace with the "attached General Provisions dated October 2013". (Attachment D); 7) Sign-in Sheet from Pre-Proposal Conference, Tuesday, October 15, 2013 (Attachment E); 8) Past Performance Evaluation Form (Attachment F); 9) All other Terms and Conditions remain the same. 				
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer Sherry Jones-Quashie		
15B. Name of Contractor (Signature of person authorized to sign)	15C. Date Signed	16B. District of Columbia <i>Sherry Jones-Quashie</i> (Signature of Contracting Officer)	16C. Date Signed 10/25/13	

ATTACHMENT A
INSURANCE REQUIREMENTS

Insurance Requirements

1. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor/Insurance Company shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

- a.) **Professional Liability Insurance (Errors & Omissions).** The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$3,000,000 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the University's final acceptance of the work performed under this contract.

2. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the University of the District of Columbia, and shall carry the required Professional Liability for five (5) years following final acceptance of the work performed under this contract.
3. **LIABILITY.** These are the required minimum insurance requirements established by the University of the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
4. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the University of the District of Columbia.
5. **MEASURE OF PAYMENT.** The University shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
6. **NOTIFICATION.** The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be

substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.

7. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in the Insurance Section prior to commencing work. Evidence of insurance shall be submitted to:

ATTACHMENT B
SCOPE OF WORK

REQUEST FOR QUALIFICATION STATEMENTS
FOR
ARCHITECT – ENGINEER PROFESSIONAL CONSULTANT SERVICES
ANNOUNCEMENT NUMBER: GF-2013-D-0114

1.0 Background

The University of the District of Columbia (UDC) is seeking qualified and experienced firms to provide quality Architect-Engineer (AE) services to support the University's core professional construction services.

The objective of this Announcement is to establish multiple Indefinite Delivery/Indefinite Quantity (IDIQ) contracts with the University. Specifically, UDC is seeking to award up to five (5) full service AE Design and Related IDIQ contracts to qualified firms.

The IDIQ contract awards will cover a one-year base period, with two (2) one-year options for a total of three (3) years. The guaranteed dollar minimum order on the awarded contracts shall be \$250,000.00. The maximum order on the awarded contracts shall be \$950,000.00 for the base period and \$950,000.00 per year for each of the option periods for a Not-to-Exceed total of \$2,850,000.00 over the life of each contract.

The Contracting Officer will issue Task Orders to initiate each project once agreement has been reached with the contractor for the project.

2.0 Scope of Work:

The contractor(s) shall provide AE Design and Design related services which include but are not limited to the following Specialties: An Architect is not required to offer professional services in all categories to qualify for this requirement.

1. **Architectural/Engineering (Twenty Firms):**
 - a.) Historic preservation – retrofit, restoration, infill, etc
 - b.) LEED and sustainable design
 - c.) Handicapped accessibility (ADA)
 - d.) Landscape Design
 - e.) Roof design
 - f.) Code Compliance and consulting
 - g.) Structural assessment and design
 - h.) Electronics and Security
 - i.) Technical Design and Constructability Reviews (Peer Review)
 - j.) Construction Cost Estimating Services

ATTACHMENT C
QUESTIONS AND ANSWERS

University of the District of Columbia
IDIQ Contract for Architect – Engineer Professional Services
Announcement No.: GF -2013-D-0114
Questions and Answers

- 1. Q:** RFQ Page 3 of 13- 4.0 Submittal Requirements. We're to provide resumes for Key Personnel proposed for this contract. However, RFQ does not specify which positions are considered the minimum Key Personnel for which resumes and two letters of reference are to be provided. Project Manager and Lead Architect only? Please clarify.

A: Based on the professional services provided, the Architect should determine the key personnel necessary.

- 2. Q:** RFQ Page 5 of 13 – Evaluation Factor 1/Sub-Factor 2. Is this 1 or 5 points for each example project that achieved a minimum LEED Silver certification? Please clarify.

A: There is a maximum of 25 points possible for Factor 1, Subfactor 2. Each project will be evaluated independently and scored accordingly.

- 3. Q:** RFQ Page 5 of 13 – Evaluation Factor 2/Sub-Factor 2. We're not sure what's meant by an Availability Matrix. Please clarify or provide sample.

A: The University is requesting the amount of time that the proposed key personnel will be available for projects under this contract. Please submit the names of each key personnel on a separate document which identifies the amount of time that each person will be dedicated on the project, i.e. 100%, 50%, 30%, etc.

- 4. Q:** RFQ Page 6 of 13 – Evaluation Factor 3. Respondents are to submit a sample of three (3) of its Critical Path Method's schedules and written verification from customers the projects where completed on time. Are these CPM schedules for design phase activities only or construction phase activities only or both? Also, since Past Performance Forms include a timeliness of performance element, can these PP forms serve as the written verification if schedules are from the submitted example projects? Please clarify.

A: The CPM schedules should be for the design phase. Since CPM Schedules are subject to change, the University requires written verification from the customer that projects were completed on time and on budget.

- 5. Q:** RFQ Page 13 of 13 – 8.0 Attachments / 8.5.2. Regarding the EEO Information and Mayor's Order 85-85, do we just submit the EEO Policy Statement and Assurance of Compliance with EEO Requirements letters only or do we submit these two letters and the EEO Employer Information Report. Please clarify.

A: Please submit the EEO document and all associated information that is available on the OCP website.

- 6. Q:** Do the reference letters for Key Personnel (evaluation factor 2, sub-factor 3) need to make specific reference to the individual, or can they simply be for projects the proposed Key Personnel have worked on?

A: The reference letters should identify the proposed key personnel.

- 7. Q:** Do each of the five representative projects submitted have to include every service area identified in Section 2.0 of the RFQ (scope of work)? Or do proposers just have to make sure that each service area is covered by at least one of the five projects submitted?

A: Section 2.0 has been revised in this amendment. Offerors should submit projects in the areas whereby services are provided.

- 8. Q:** Does the SF-330 need to explicitly show each scope item identified in Section 2.0 of the RFQ as being serviced by either the prime or a subcontractor, i.e. should Section C of the SF-330 Part I attribute each scope item to either the prime or a subcontractor?

A: See answer 7.

- 9. Q:** Can you please clarify the conditions or circumstances under which there will or won't be competition among IDIQ contract holders? Section 9.4 suggests there won't be any, while Section 10 says there are times when there will be competition among at least 2 or 3 contract holders.

A: Section 9.4 addresses task order procedures only and does not suggest that task orders will not be competed. Section 10.0 cites that competition will be sought from 3 or more IDIQ contract holders.

- 10. Q:** Can you please clarify the "in the last five (5) years" requirement for the relevant projects submitted? Should the design have been completed in the last five years? Can design be in progress? Should the construction have been completed in the last five years? Can construction be in progress?

A: Please submit projects that are fully completed.

- 11. Q:** For the relevant project experience submitted, does the "in the last five (5) years" limitation apply to only the full-service A/E projects or to both those and the Interior Design projects?

A: The "in the last five (5) years" limitation is for all submitted projects up to the five (5) requested.

- 12. Q:** Can there be overlap between the Full-Service A/E projects and the Interior Design projects?
- A:** Yes. Provided that the projects submitted are completed.
- 13. Q:** Is there a form for the Key Personnel Availability Matrix? Can you please clarify what specific details it should contain?
- A:** Please see Answer No. 3 of this document.
- 14. Q:** Should proposal contents like the Key Personnel Availability Matrix, Key Personnel Reference Letters, Critical Path Method's schedules, and the Past Performance Evaluations be incorporated into the SF-330 or should they be separate?
- A:** Separate
- 15. Q:** On page four of the RFQ, reference is made to Sections 6.d and 6.e. Where are they?
- A:** "Delete Tab H" in its entirety and replace with "Tab H: Additional Information (Past Performance and Acceptability)."
- 16. Q:** Please confirm that the Insurance Requirements in the RFQ are not all applicable to A/E prime contract holders? (e.g. Builder's Risk Insurance and Installation-Floater Insurance)
- A:** Please see Attachment A to this amendment.
- 17. Q:** It is our understanding that the General Provisions for A/E contracts, provided as attachment 8.2, were amended in 2010. Will those amendments be provided and incorporated into the RFQ?
- A:** Please see Attachment D for Updated Standard Contract Provisions for A/E Contracts.
- 18. Q:** Under 4.0 Submittal Requirements, please verify the required format. Should we create separate tabs for each section of the SF330 (a tab for A-B-C-D-E, tab for F-G, etc.), or can we simply divide the 330 in Part 1 and Part 2?
- A:** Part 1 and Part 2 is acceptable.
- 19. Q:** How many firms currently hold this IDIQ Contract? Which firms are these?
- A:** This is a new requirement.

- 20. Q:** Does a team need to hire expertise in ALL specialties as listed in 2.0 Scope of Work?
- A:** See attachment B of this amendment.
- 21. Q:** Can you please confirm that the sub-factors to Factor Three, "Capacity to Work in the Required Time", describe how the submitted CPM schedules will be evaluated? If not, should proposing A/E's provide responses discussing how these matters are handled during full-service A/E projects?
- A:** Please see response to question no. 4 of this document.
- 22. Q:** Part of the documents for download included an SBE plan. Is this required for the response to RFQ?
- A:** No. Please refer to Page 6-Preference Points for Certified Business Enterprises. If the A/E decides to subcontract, a sub-contracting plan will be required at the time of the submittal of the proposal.
- 23. Q:** Are Certificates of Insurance required to be included in response to RFQ?
- A:** No. A certificate of insurance will be required upon contract award.
- 24. Q:** Is the OCP evaluation form required or can other Federal forms (DoD) be used if already available?
- A:** The OCP Evaluation Form is required. Please see Attachment F.
- 25. Q:** Is there a page limit or required font for proposals?
- A:** Yes. Please submit up to 100 pages.
- 26. Q:** Is there a limit of five (5) projects under example projects or is that five (5) per discipline?
- A:** The University will evaluate the first five projects only.
- 27. Q:** Under Factor 4- Do you need hourly rates for all subconsultants?
- A:** No. See response to Question No. 37 of this document.
- 28. Q:** Are Civil Engineering and Hazmat Assessments expected to be subject to A/E liability insurance coverage, when typically most A/E insurance exempts these services?
- A:** If this insurance is typically exempt, the insurance requirement will be identified at the issuance of a Request for Task Order Proposal (RFTOP).

- 29. Q: Section 8 – Evaluation Factor 4, What are you looking for as far as “written verification” for the critical path method’s schedule?**
- A: Please see response to Question No. 4 of this document.**
- 30. Q: Are we required to submit EEO, Tax Affidavit, and Insurance documents with the proposal or upon award?**
- A: Please submit Attachments 8.5.2, 8.5.3, 8.5.4, and 8.5.5 with the proposal.**
- 31. Q: How many firms will be short listed?**
- A: None. The University will award up to five (5) contracts for this requirement.**
- 32. Q: What types of task orders are expected? Can you give an example?**
- A: No specific task have been developed at this time. The tasks could require work in any of the disciplines listed in the RFQ.**
- 33. Q: Does UDC wish to have technical design and constructability reviews performed by a GC or a CM? If so, is either GC or CM precluded from bidding on construction?**
- A: Constructability review requirements will be specific to each task order. If a specific task order requires a constructability review, the consultant performing the review would be precluded from bidding on the construction requirement for the reviewed project.**
- 34. Q: 4.0 2 a) Tab H Section 6.d and 6.e – Where are these listed?**
- A: Please see response to Question No. 15 of this document.**
- 35. Q: Insurance 1 d), 1 e) and 1 i) – Do these apply for A/E services?**
- A: Please see Attachment A to this Amendment.**
- 36. Q: 1 f) – Is this the correct amount for A/E services?**
- A: This question is not clear.**

37. Q: How are sub-consultants to be labeled in this proposal? Should we include them or just our architectural services?

A: Please list Architectural Services only. This selection is based on qualifications, subject to agreement on price. The sub-consultants and rates will be evaluated per project.

38. Q: Are all specialties listed in 2.0 Scope of Work required to be provided on all IDIQ teams?

A: Please see Attachment B to this amendment.

39. Q: Is there a specific form or format for the past performance evaluation form listed in Attachment 8.5 Additional Submission Requirements – 8.5.4?

A: Attachment 8.5.4 is attached to this amendment. See Attachment F.

40. Q: Section 4 – Tab F and G – For the interior design projects, do you have a more extensive scope?

A: No. Details will be provided in a RFTOP as required for each project.

41. Q: Section 8 – Evaluation Factor 1, Subfactor 3: For the Performance Evaluations, it asked for all submitted projects. Does this include interior design projects as well?

A: Please see Attachment B to this amendment.

42. Q: Section 8 – Evaluation Factor 1, Subfactor 1: Based on evaluation criteria, are the interior design projects no scored?

A: All five (5) of the submitted projects will be scored according to the criteria listed in the RFQ.

43. Q: Per Factor 4, respondents should submit a list of fully loaded hourly rates for key personnel. Please provide a list of project roles required.

A: Please see response to Question No. 1 of this document.

44. Q: Amendment 1 issued October 8 says the solicitation number is **GF-2013-R-0114**, while the original RFQ solicitation number is **GF-2013-D-0114**. Which announcement number is correct?

A: GF-2013-D-0114-001. The number has been corrected via this amendment.

- 45. Q: Are civil engineering services expected for the IDIQ tasks? Should a civil engineer be included on the team?**
- A: Yes civil engineering services are expected. Yes a civil engineer should be included on the team.**
- 46. Q: Does the University require any specific security requirements with regard to access to facilities?**
- A: Yes. University security requirements and specifications will be issued with specific RFTOP.**
- 47. Q: The SF330 allows for 10 projects; do you only want 5?**
- A: Yes, five.**
- 48. Q: Are there any historic buildings or underground storage sites?**
- A: Future projects may involve historic buildings or underground storage sites.**
- 49. Q: How many buildings are currently LEED certified?**
- A: None**
- 50. Q: Do you had to do hazardous waste abatement in the past and do you currently expect to?**
- A: Yes**
- 51. Q: Are there any civil/site responsibilities included in this contract?**
- A: It is possible that civil/state design services could be required.**
- 52. Q: Do you have a storm water management plan?**
- A: We have limited storm water drawings available with other historical documents.**
- 53. Q: Are there any permits required or issues regarding obtaining permits?**
- A: The typical University design project requires the A/E to submit for building permit. Specific task orders may or may not have this requirement. There are no known issues in obtaining permits for the University.**

- 54. Q: Do you anticipate the need for outdoor lighting design?**
- A: Yes**
- 55. Q: Are there any commissioning requirements?**
- A: It is possible that commissioning requirements will be part of a specific task order.**
- 56. Q: How do they want the past performance references delivered (as part of the package or sent separately by the reference)?**
- A: Please see response to Question No. 30 of this document.**
- 57. Q: Do you anticipate coordination/relocation and/or designs of existing or new utilities underground or overhead?**
- A: Yes**
- 58. Q: Do you want one reference for each of the 5 projects and one reference for each of the Key Personnel including subs? If you change the number, we need more time to get the forms sent to our references and sent back from them.**
- A: As outlined in the evaluation criteria, the University requires one reference for each of the submitted projects and two letters of reference for each proposed key personnel.**
- 59. Q: Is the CPM schedule requirement a typical one for the University's A/E procurements?**
- A: A design schedule is typical.**
- 60. Q: Is there alternative information firms submitting qualifications can provide?**
- A: This question is not clear.**

ATTACHMENT D

**GENERAL PROVISIONS (ARCHITECT-
ENGINEERING CONTRACTS)**

OCTOBER 2013

**GENERAL PROVISIONS
(ARCHITECT - ENGINEER CONTRACTS)**

Revised October 2013

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1 Definitions

- 1.1 The term "Contracting Officer" as used herein means the person vested with authority to execute this agreement on behalf of the District and includes a duly appointed successor delegate.
- 1.2 The term "District" shall mean the District of Columbia Government.
- 1.3 The term "Architect-Engineer" or "A-E" or "Consultant" means the individual, individuals, and or firm identified as the "Architect-Engineer" in the preamble of this Agreement.
- 1.4 The term "Agreement" shall also mean "Contract" and vice versa.

2 General

- 2.1 The Contracting Officer shall have authority to take any action provided for herein on behalf of the District, including approvals, certifications, vouchers, acceptance and changes within the scope of work.
- 2.2 The Architect-Engineer's period of performance shall commence on the effective date as agreed and as specified in each task order issued by the Contracting Officer and ends on the date all required services are satisfactorily completed and products delivered.
- 2.3 All work shall be prosecuted under the full time direction of a principal officer or responsible representative of the Architect-Engineer, approved by the Contracting Officer. The design of architectural, structural, mechanical, plumbing, electrical, or other engineering features of the work shall be accomplished and/or reviewed and certified by architects or engineers registered to practice in the District of Columbia in the particular professional field involved.

- 2.4 The Architect-Engineer shall furnish sufficient technical, supervisory and Administrative personnel to insure the efficient prosecution of the work in accordance with the approved progress schedule.
- 2.5 The Architect-Engineer agrees that duly authorized representatives of the District shall have access, at all reasonable times, to inspect and make copies of all notes, designs, drawings, specifications or other technical or non-technical data including but not limited to payroll of personnel on this contract pertaining to the work to be performed under this Agreement.

3 Progress Schedules and Reports

- 3.1 The Progress Schedule in a simple Bar Chart form shall be furnished by the Architect-Engineer for each task order for approval within five (5) calendar days of its issuance by the Contracting Officer.

"The Architect-Engineer shall update and update the Progress Schedule on or about the 25th day of each month and shall within five (5) days thereafter deliver two (2) copies thereof to the Contracting Officer Technical Representative (COTR).

4 Responsibility of the Architect-Engineer

- 4.1 The Architect-Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished. The Architect-engineer shall, without additional compensation, correct or revise any errors or deficiencies in his designs, drawings, specification, and other services.
- 4.2 Neither the District's review, approval or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any

rights under this Agreement or of any cause of action arising out of the performance of this agreement, and the Architect-Engineer shall be and remain liable to the District in accordance with applicable law for all damages to the District caused by the Architect-Engineer's negligent or intentionally wrongful act, omission or default while performing any of the services under this Agreement.

4.3 The Architect-Engineer shall accomplish the design services required under each task order. These services shall include but not limited to the services required to enable the District to award the related construction contract, pursuant to standard District procedures, for the construction of the facilities designed at a price that does not exceed the estimated construction contract price set forth in this contract. When bids or proposals for the construction contract are received which exceed such estimated price, the Architect-Engineer shall perform such redesign and other services as are necessary to permit contract award within such funding limitation.

These additional services shall be performed at no increase in the price of this contract. However, the Architect-Engineer shall not be required to perform such additional services at no cost to the District, if the unfavorable bids or proposals are the result of unforeseeable causes beyond the control and without the fault and negligence of the contractor.

4.5 The Architect-Engineer shall promptly advise the Contracting Officer if he finds that the project being designed will exceed or is likely to exceed the funding limitations and he is unable to design a usable facility within these limitations. Upon receipt of such information, the Contracting Officer will review the Architect-Engineer's revised estimate of construction cost. The Contracting Officer may, if he determines that the estimated construction contract price set forth in the Task order is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope of

materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth elsewhere in the contract, or he may adjust such estimated construction contract price. When bids or proposals are not solicited or where they are unreasonably delayed, the District shall prepare an estimate of constructing the design submitted and such estimate will be used in lieu of bids or proposals to determine compliance with the funding limitation.

4.6 The Architect-Engineer shall not be required to perform additional services if the unfavorable bids or proposals are the result of unforeseeable causes beyond the control and without the fault or negligence of the contractor. If bids or proposals are not solicited within 180 days following the District's acceptance of the services to be provided under each task order, the approved District estimate will be used in lieu of bids or proposals to determine compliance with the funding limitation.

4.7 The rights and remedies of the District provided for under this contract are in addition to any other rights and remedies provided by law.

5 Changes

5.1 The Contracting Officer may at any time by written order, make changes to this contract including but not limited to the scope of services to be performed under each task order. If such changes cause an increase or decrease in the Architect-Engineer's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Architect-Engineer for adjustment under this clause must be made in writing to the Contracting Officer within ten (10) days from the date of receipt by the Architect-Engineer of the notification of change unless the Contracting Officer grants a further period of time

before the date of final payment under this contract. Generally, the time of performance of this contract and or each task order may be extended for the administrative convenience of the District or for other purposes whenever the Contracting Officer determines such action will not adversely affect the District's interest. Any time extensions shall not be a cause for additional fee or other related cost.

- 5.2 If the parties fail to agree upon the adjustment to be made, the dispute shall be processed as provided in Section 8 hereof entitled "Disputes". Nothing provided in this section shall excuse the Architect-Engineer from proceeding with the prosecution of work so changed.

6 Termination

- 6.1 **TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT:** The District reserves the right to terminate this contract in whole or from time to time in part, for the convenience of the Government in accordance with the provisions of Chapter 47 of the D.C. Procurement Regulations, Title 27 DCMR (October 2011).

- 6.2 **TERMINATION FOR DEFAULT:** Subject to the provisions of paragraph 6.4 below, the District may by written notice of default to the Architect-Engineer, terminate the whole or any part of this contract in any of the following circumstances:

- (1) If the Architect-Engineer fails to make satisfactory delivery of the supplies or to perform satisfactorily the services within the time specified in the task order or in any modification or any extension thereof; or
- (2) If the Architect-Engineer fails to perform or is in violation of any of the other provisions of this contract, or fails to make progress so as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10

days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

- (3) If the Architect-Engineer fails or refuses to go forward with the work in accordance with the directions of the Contracting Officer;
- (4) If the Architect-Engineer expresses through word or conduct an intention not to complete the work in a timely manner; or
- (5) If the Architect fails to perform any of the other provisions of the contract.

6.3 In the event the District terminates this contract in whole or in part as provided in paragraph 6.2 of this clause, the District may upon such terms and in such manner as the Contracting Officer may deem appropriate, re-procure supplies or services similar to those so terminated, and the Architect-Engineer shall be liable to the District for any excess costs for re-procuring similar supplies or services, provided, that the Architect-Engineer shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

6.4 Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Architect-Engineer. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of the Architect-Engineer. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control

of both the Architect-Engineer and the subcontractor, and without the fault or negligence of either of them, the Architect-Engineer shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

- 6.5 If this contract is terminated as provided in paragraph 6.2 of this clause, the District, in addition to any other rights provided in this clause, may require the Architect-Engineer to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (1) completed supplies, and (2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings information and contract rights (hereinafter called "manufacturing materials") as the Architect-Engineer has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Architect-Engineer shall upon direction of the Contracting Officer, protect and preserve property in possession of the Architect-engineer in which the District has an interest. Payment for completed supplies delivered to and accepted by the District shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the District and for the protection and preservation of property shall be in an amount agreed upon by the Architect-Engineer and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clauses of this contract entitled "Disputes". The District may withhold from amounts otherwise due the Architect-Engineer for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

- 6.6 If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Architect-Engineer was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the Government, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Architect-Engineer was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of the District, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly. Failure to agree to any such adjustment shall constitute a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes".
- 6.7 The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- 6.8 As used in paragraph 6.4 of these general provisions, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

7 Disputes

- 7.1 All disputes arising under or relating to this contract shall be resolved as provided herein. As used in this Article 7, "Contractor means "Architect-Engineer".
- 7.2 Claims by a Contractor against the District. Claim, as used herein means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this

contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- (a) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The contractor's claim shall contain at least the following:
 - (1) A description of the claim and the amount in dispute;
 - (2) Any data or other information in support of the claim;
 - (3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (4) The Contractor's request for relief or other action by the Contracting Officer.
- (b) The Contracting Officer may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (c) For any claim of \$50,000 or less, the Contracting Officer shall issue a decision within sixty (60) days from receipt of a written request from a Contractor that a decision be rendered within that period.
- (d) For any claim over \$50,000, the Contracting Officer shall issue a decision within ninety (90) days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (e) The Contracting Officer's written decision shall do the following:
 - (1) Provide a description of the claim or dispute;
 - (2) Refer to the pertinent contract terms;

- (3) State the factual areas of agreement and disagreement;
 - (4) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (5) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (6) Indicate that the written document is the contracting officer's final decision; and
 - (7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.
- (g) (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.
(of the commission of the misrepresentation of fact or fraud.
- (h) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely

commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.

- (i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

7.3 Claims by the District against a Contractor

- (a) Claim as used in this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (b) (1) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.
- (2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:
 - (a) Provide a description of the claim or dispute;
 - (b) Refer to the pertinent contract terms;
 - (c) State the factual areas of agreement and disagreement;
 - (d) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (e) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

- (f) Indicate that the written document is the Contracting Officer's final decision; and
 - (g) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The decision shall be supported by reasons and shall inform the Contractor of its rights as provided herein.
- (4) The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
- (5) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D.C. Official Code §2-309.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

8 Examination of Records

The following clause is applicable if the amount of this contract exceeds \$2,500.00.

- 8.1 The Architect-Engineer agrees to preserve all books, records, documents, and other evidence bearing on or reflecting costs and expenses under this Agreement and agrees that the Contracting Officer or any of his duly authorized representatives shall have access and the right to examine any pertinent books, documents, papers and records of the Architect-

Engineer involving transactions related to this contract until expiration of three (3) years after final payment under this contract.

8.2 With respect to records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the District or any of its duly authorized representatives, the periods of access and examination described shall continue until such appeals, litigation, claims or exceptions have been finally resolved.

8.3 The Architect-Engineer further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees to preserve all books, records, documents, and other evidence bearing on or reflecting costs and expenses under this Agreement and agrees that the Contracting Officer or any of his duly authorized representatives shall have access to pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract as set forth in 9.1 and 9.2 hereof. The term "subcontractor" as used in this clause excludes subcontracts not exceeding \$2,500.

9 Covenant Against Contingent Fees

9.1 The Architect-Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a bonus, commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Architect-Engineer for the purpose of securing business. Breach of this warranty shall give the Contracting Officer the right to terminate this contract without liability, or in his discretion, the right to

terminate this contract without liability, or in his discretion, the right to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such bonus, commission, percentage, brokerage, or contingent fee.

10 Officials Not to Benefit

10.1 No member or delegate of Congress, or official or employee of the District shall receive or have an interest in any share or part of the Contract, as proceeds or any benefit that may arise therefrom. Any such contract entered into by any Contracting Officer in which he or any official or employee of the District is personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof. This provision shall not be applicable to any such contract if made for the general benefit of a corporation in which the officer or employee, or member or delegate of Congress is a minority shareholder.

11 Employment of District Employees

11.1 The Architect-Engineer shall not, without written permission from the Contracting Officer, engage the services of any person or persons in the employment of the District of Columbia for any work required, contemplated or performed under this Agreement.

12 Post-Government Employment Conflict of Interest

12.1 Pursuant to Public Law 95-521, as amended, no former employee of the United States or Government of the District of Columbia:

- (1) Shall knowingly represent the Consultant before any Government agency through personal appearance or communication in connection with a matter

involving specific parties to this Agreement where the former Government employee participated personally and substantially in this matter while employed with the Government.

- (2) Shall, within two (2) years after terminating Government employment, knowingly represent the Consultant before any Government agency through personal appearance or communication in connection with a matter involving specific parties to this Agreement, where the matter was pending under the official responsibility of the former employee within one (1) year prior to termination of Government service.

12.2 Pursuant to Public Law 95-591, as amended, no former senior level officer or former senior level employee of the United States Government or the District of Columbia Government, named in or designated by the Contracting Officer of the Office of Government Ethics under Section 207(d) of Title 18 USC:

- (1) Shall, within two (2) years after terminating Government employment, knowingly represent or aid, counsel, advise, consult or assist in representing any other person by personal presence at any formal or informal appearance before any Government agency in connection with a matter involving specific parties, where the former employee participated personally and substantially in that matter while employed with the Government.
- (2) Shall, within one (1) year after terminating Government employment, knowingly act as an agent or attorney for or otherwise represent anyone in any formal or informal appearance before or, with the

Intent to influence, make any written or oral communication on behalf on anyone to (1) his or her former Department or agency or any of its officers or employees, or (2) in connection with any particular Government matter, whether or not involving a specific party, which is pending before such Department or agency or in which it has a direct and substantial interest.

13 Dismissals

13.1 Should the continued employment of any person or persons in the Architect-Engineer's organization under this Agreement be deemed by the Contracting Officer to be prejudicial to the interests of the District, such person or persons shall be immediately removed from the work hereunder. The Architect-Engineer shall make every effort in the selection of his employees and in the prosecution of the work under this Contract to safeguard all drawings and specifications, and to prevent the theft, conversion or unauthorized use of the same.

14 Compliance with Federal and District of Columbia Laws and Regulations

14.1 The Architect-Engineer shall at all times observe and comply with all laws, codes, regulations, orders and decree set forth by any department, agency or branch of, (i) the United States Government, or (ii) the District of Columbia, and shall indemnify and save harmless the District of Columbia and all of its officers, agents, employees and servants against any and all claims or liability arising from, or based on, the violation of any such law, code, regulation, order or decree, whether by the Architect-Engineer, an employee or agent of the Architect-Engineer, any person, firm or corporation employed or engaged by

the Architect-engineer or contractually associated with him in the performance of, or in connection with, the work required, contemplated or performed under this Agreement.

15 Equal Opportunity: Non-Discrimination in Employment

15.1 During the performance of this contract, the Architect-Engineer shall comply with the provisions of Mayor's Order 85-85 as implemented by Chapter 11 – Equal Employment Opportunity Requirements in Contracts, both of which are designated Attachment 'A' to this Agreement and incorporated by reference thereto.

16 Appointment of Attorney

16.1 The Consultant shall designate and appoint a person, located within the District, whether the Consultant himself, an individual, a partnership or corporation or member thereof, an attorney, attorney-in-fact, agent, or representative, who shall receive service of all notices and process issued by any court or agency of the District and all pleadings or other papers related to any legal action or proceedings arising out of, or pertaining to, this Agreement or the work required by, or performed hereunder.

- 16.2 The Architect-Engineer expressly agrees that the validity of any service upon the person or entity designated pursuant to Section 16.1 hereof shall not be affected either by the fact that the Architect-Engineer was personally within the District of Columbia and otherwise subject to personal service at the time of such service upon the designated person or entity, or by the fact that the Architect-Engineer failed to receive a copy of such process, notice, pleading or other paper so served upon the designated person or entity.
- 16.3 The Consultant shall immediately inform the Contracting Officer in writing of any change in the designation required by Section 16.1 hereof, whether such change is in the designee, the address or telephone numbers.

17 Indemnification

- 17.1 The Architect-Engineer agrees to defend, indemnify and hold harmless the District, its officers, agencies, departments, agents, and employees (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and reasonable attorneys' fees), to the extent caused by the negligent acts, errors or omissions of the Architect-Engineer officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Architect-Engineer in performance of this Contract. The Architect-Engineer assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of this Contract. The Architect-Engineer shall also repair or replace any District property that is damaged by the Architect-Engineer, Architect-Engineer's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Architect-Engineer while performing work hereunder.

17.2 The indemnification obligation under this section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Architect-Engineer or any subcontractor, and shall survive the termination of this Contract. The District agrees to give Architect-Engineer written notice of any claim of indemnity under this section. Additionally, Architect-Engineer shall have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the District is required in connection with the settlement. Monies due or to become due the Architect-Engineer under the contract may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Architect-Engineer.

18 Subcontractors and/or Outside Associates and Consultants

18.1 Any subcontractors and/or outside associates or consultants required by the Architect-Engineer in connection with the services covered by this Contract shall be limited to such individuals or firms as were specifically identified in the Architect-Engineer's written proposal and approved by the District during negotiations. Any proposed changes in such subcontractors, associates, or consultants shall be subject to the prior written approval of the Contracting Officer.

18.2 Any agreement the Architect-Engineer makes with a subcontractor, outside associate or consultant shall incorporate specifically or by reference thereto, each and every provision of this Agreement and the Attachment(s) and Appendices hereto.

19 Waiver

19.1 No action or non-action of the District shall be construed as a waiver of any provision or any breach of this Contract unless the same has been expressly declared and recognized as a waiver by the Contracting Officer in writing. No waiver so declared and recognized as such in writing by the Contracting Officer shall operate as a waiver of any other provision of subsequent breaches of the same or other provisions of this Agreement.

20 Patents

20.1 The Architect-Engineer hereby expressly agrees and covenants that he shall indemnify the District, its officers, agents, servants, and employees from liability or claims of every nature and kind, including costs and expenses, for or on account of any patented or unpatented invention, article, process or appliance used or incorporated in the facilities and structures by the design, plans, or specifications prepared by the Architect-Engineer hereunder. Where proper construction of the facilities and structures makes necessary the use of any such invention, article, process or appliance; and the Architect-Engineer has specifically or by implication approved or adopted the use of such invention, article, process or appliance, the Architect-Engineer expressly agrees and covenants that he shall hold harmless and indemnify the District against any and all claims or liability arising there from.

21 Transfer or Assignment of Agreement

21.1 Unless otherwise provided by law, neither this Agreement nor any interest herein may be transferred or assigned by the Architect-engineer to any other party without the written consent of the Contracting officer. Any attempted transfer or assignment not authorized by

this section shall constitute a breach of this Agreement and the District may for such cause terminate in the manner provided in Section 7 of this Agreement, the right of the Architect-Engineer to proceed and the Architect-Engineer shall be liable to the District for any excess costs of re-procuring the same or similar services occasioned thereby.

22 Qualifications

22.1 The Architect-Engineer hereby warrants that the signature or signatures herein before affixed are duly authorized; further, the Architect Engineer warrants as a true statement any and all statements of qualification with respect to, but not limited to, professional status, premises, employees, experience and financial standing such as may be set forth in a "U.S. Government Architect-Engineer Questionnaire, Form 330 or other documents furnished to, or required by, the District for the purpose of securing the District's consent to enter into this Agreement. Misrepresentation shall be cause for termination of the Agreement, and such other action as may be appropriate, including without limitation, suspension and debarment and civil or criminal penalties.

ATTACHMENT E
SIGN IN SHEET
PRE-PROPOSAL CONFERENCE

SOLICITATION NO.: GF-2013-R-0114

A/E Professional Services IDIQ

Tuesday, October 15, 2013 - 2:00 PM - Building 39, Third Floor, Large Board Room

PRE-PROPOSAL CONFERENCE SIGN-IN SHEET

PLEASE PRINT

NO	NAME	COMPANY	TELEPHONE NO.	EMAIL ADDRESS
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2	Bill Pratt	ECS CAPITAL SERVICES	202-400-2188	wpratt@ecslimited.com
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4	LAUREN PACHECO	McKISSACK + NICKISSACK	202 220 0185	LAUREN@MCKISSACKDC.COM
5	Jennifer Ronayne	Hughes Group Architects	703-437-6600 x123	jrn.ronayne@hgaarch.com
6	Crystal Leid	Wiles Mensch - DC (CBF)	202 638-4040	cleid@wilesmensch.com
7	Christiane deJong	SHW GROUP	202-521-7510 5 th - 521-7510	cdelong@shwgroup.com
8	Lisa Cox	Perkins Eastman	202. 861.1325	l.cox@perkinseastman.com
9	Kwame Bailey	LANCE BAILEY & ASSOC.	(202) 996-9383	Kwame@lancebailey.com
10	Jess Kim	LEO A DAY	202-861-4600	Jess.Kim@LEODAY.COM
11	PERRE SANDREAU	LEO A Day	202 861 4600	PERRE@LEODAY.COM
12				
13				
14				
15				

SOLICITATION NO.: GF-2013-R-0114

A/E Professional Services IDIQ

Tuesday, October 15, 2013 - 2:00 PM - Building 39, Third Floor, Large Board Room

PRE-BID CONFERENCE SIGN-IN SHEET

PLEASE PRINT

NO	NAME	COMPANY	TELEPHONE NO.	EMAIL ADDRESS
16	Linda Munnely	Moody Nolan	1002.244.4199	lmunnely@mn-dc.com
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18	ANTHONIA GIANNIOTIS	ALPHATEC PC	202.797.5000	apgi@alphatecpe.com
19	Suren Gosine	Global Engineering Solutions	202.495.7146	sureng@thegs.com
20	MIKE BELLAWY	CLARK-DEKSON	202.461.3263	mbellawy@clarkdeksen.com
21	Jessamy Burgess	CLARK-DEKSON	202.461.3280	jburr@clarkdeksen.com
22	KATE MAXWELL	HICKCOLE ARCHITECTS	202.467.9776	kmaxwell@hickcole.com
23	TORIANO DAVIS	BELL ARCHITECTS	202.548.7570 x206	TORIANO.DAVIS@BELLARCHITECTS.COM
24	JASON WILCOXON	ATERS SKINT APRESS	202.628.1632	jwilcoxon@atgs-architects.com
25	Bree Powell	Robert Silman ASSOCIATES <small>STRUCTURAL ENGINEERS</small>	202-333-6230	Dowell@silman.com
26	Charmaine Josiah	SKTA Structural Engineers (CBE) <small>ARCHITECTS</small>	202-202-659-2500	BOOTS@SKENERGYEERS.COM charmaine.j@skenergyeers.com
27	Loni Ann Gregory	Swaenks Hayden Connell <small>(CBE)</small>	202-244-2500	gregory.l@shca.com
28	Nizale Andrews	ES Capital Structures, PLLC <small>(CBE)</small>	571-233-6217	nandrews@escslimited.com
29	Deborah Paul	TC T Cost Consultants <small>(CBE)</small>	202.315.8444	DPaul@tfcost.com
30				

SOLICITATION NO.: GF-2013-R-0114

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PRE-BID CONFERENCE SIGN-IN SHEET

PLEASE PRINT

NO	NAME	COMPANY	TELEPHONE NO.	EMAIL ADDRESS
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32	DON FRUETT	"	"	FRUETT@QUINNEVANS.COM
33	DAVID BELL	BELL Architects	202 548 7570 x201	david.bell@bellarchitects.com
34	Drew Dougall	Marshall Haye Design	202-537-1167	drew@marshallhaye.com
35	Mary Mascinko	ART LLC	202-289-4545	mascinko@artllc.com
36	JEFFREY RODVIER	BOWIE SPIDER ARCHT'S	202.337.0888	RODVIER@BOWIESPIDER.COM
37	Sharon Bond	GMT, Inc	202-400-1204	sbond@gmt.com
38				
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ATTACHMENT F
OCP PERFORMANCE EVALUATION FORM

PAST PERFORMANCE EVALUATION FORM

Contractor Name: _____

Project Name: _____

Project Location: _____

Contract Amount: \$_____

Period of Performance: _____

Type of Service: _____

(Check appropriate box)

Performance Elements	Excellent	Good	Acceptable	Poor	Unacceptable
Quality of Services/ Work					
Timeliness of Performance					
Cost Control					
Business Relations					
Customer Satisfaction					

1. Name & Title of Evaluator: _____

2. Signature of Evaluator: _____

3. Name of Organization: _____

4. Telephone Number of Evaluator: _____

5. Remarks on Excellent Performance: Provide data supporting this observation.
(Continue on separate sheet if needed)

6. Remarks on unacceptable performance: Provide data supporting this observation. (Continue on separate sheet if needed)

RATING GUIDELINES

Summarize Contractor performance in each of the rating areas. Assign each area a rating of 0 (Unacceptable), 1 (Poor), 2 (Acceptable), 3 (Good), 4(Excellent), or ++ (Plus). Use the following instructions a guidance in making these evaluations.

	Quality Product/Service -Compliance with contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence	Cost Control -Within budget (over/ under target costs) -Current, accurate, and complete billings -Relationship of negated costs to actual -Cost efficiencies -Change order issue	Timeless of Performance -Meet Interim milestones -Reliable -Responsive to technical directions -Completed on time, including wrap-up and contract administration -No liquidated damages assessed	Business Relations -Effective management -Businesslike correspondence -Responsive to contract Requirements -Prompt notification of contract problems -Reasonable/cooperative -Flexible -Pro-active -effective contractor recommended solutions -Effective snail/small disadvantaged business Subcontracting program
0. Zero	Nonconformances are comprises the achievement of contract requirements, despite use of Agency resources	Cost issues are comprising performance of contract requirements.	Delays are comprising the achievement of contract requirements, Despite use of Agency resources.	Response to inquiries, technical/ service/administrative issues is not effective and responsive.
1. Unacceptable	Nonconformances require major Agency resources to ensure achievement of contract requirements.	Cost issues require major Agency resources to ensure achievement of contract requirements.	Delays require major Agency resources to ensure achievement of contract requirements.	response to inquiries, technical/ service/administrative issues is marginally effective and responsive.
2. Poor	Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Costs issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Responses to inquiries, technical/ service/administrative issues is somewhat effective and responsive.
3. Acceptable	Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Responses to inquires, technical/ service/administrative issues is usually effective and responsive.
4. Good	There are no quality problems	There are no cost issues.	There are no delays.	Responses to inquiries, technical/ service/administrative issues is effective and responsive,
5. Excellent	The contractor has demonstrated an exceptional performance level in some or all of the above categories.			