

UNIVERSITY OF THE DISTRICT OF COLUMBIA



**INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ)
FOR
ARCHITECT – ENGINEER PROFESSIONAL SERVICES
REQUEST FOR QUALIFICATION STATEMENTS
Announcement No.: GF-2013-D-0114**

Issue Date: OCTOBER 3, 2013

Due Date: OCTOBER 23, 2013

Issuing Office:

University of the District of Columbia
Capital Procurement Division
4200 Connecticut Ave, NW, Building 38, Room C04
Washington, DC 20009

Point of Contact:

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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 maximum 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's) to initiate each project once an 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:

- 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

- k.) Interior Design
 - i. Including space programming, office space moves, etc.)
- l.) Hazardous Materials Abatement (does not include actual abatement)
 - i. Testing
 - ii. Abatement Plan Preparation
- m.) Mechanical, Electrical & Plumbing
 - i. Full mechanical, electrical and plumbing; and
 - ii. Boiler design.

The services listed above generally describe the full service area required by the University and for which qualifications statements must document the capability of the Architect-Engineer firms. Professional Services for items listed above will include, but not be limited to rehabilitations, new construction or renovation work or reconstruction projects, design and preparation of contract plans/drawings, specifications and cost estimates as well as other services that may be necessary to produce construction contract documents for use in obtaining funding, and for soliciting bids or negotiating with contractors, construction management, including legal authority under the District's laws to hire subcontractors to perform construction contracts inspections, cost estimating and testing as well as to provide all of the necessary construction services to provide a completed construction project for acceptance by the University.

3.0 Pricing

Pricing of all services under the IDIQ Contracts that will result from this Announcement shall be based on the negotiated rates submitted with the Respondents Task Order Proposal in response to each Request for Task Order Proposal issued by the Contracting Officer.

4.0 Submittal Requirements

Complete responses shall include one (1) original and three (3) copies of the following:

1. A one-page cover letter expressing the architect-engineering firms/design team's interest for consideration.
2. GSA Standard Form 330 Parts 1 & 2 is the primary submission. It should be indexed as follows:
 - a.) **Part 1**
Tab A-B-C-D-E:
 - ABC: Contract Information, Architect-Engineer Point of Contact and Proposed Team
 - D: Organization Chart of Proposed Team
 - E: Resumes of Key Personnel Proposed for this Contract

Tab F-G:

F: Example Project Which Best Illustrate Proposed Team's Qualifications for this Contract

- i. (Submit five (5) projects performed within the last 5 years that are similar to the overall Service Area required by this Announcement.
- ii. For Interior Design Service Area, Submit ten (10) projects

G: Key Personnel Participation in Example Projects

Tab H:

H: Additional Information (Past Performance and Acceptability, as described in section 6.d and 6.e of this RFQ)

- b.) **Part 2**
General Qualifications

One original and three (3) copies of all submission materials shall be mailed or hand delivered to:

**Sherry Jones-Quashie, Contracting Officer
University of the District of Columbia
Capital Procurement Division
4200 Connecticut Ave, NW Building 38, Room C-04
Washington, DC 20009**

These materials must be submitted by **2 P.M., OCTOBER 23, 2013**. Absolutely no electronic submissions will be accepted. However, firms may be asked to provide electronic copies of their proposals in PDF format subsequent to the formal submission.

5.0 Pre-Proposal Conference

A pre-proposal conference will be held beginning at **10:00 A.M. at the University of the District of Columbia, 4200 Connecticut Avenue, NW, Large Board Room, 3rd Floor, Building 39, Washington, DC 20008 on THURSDAY, OCTOBER 10, 2013**. Attendance is strongly encouraged.

6.0 Inquiries/Explanations

The deadline for prospective contractors to submit written questions to the University is **OCTOBER 17, 2013**. The University will respond in writing. All amendments to the announcement including responses to submitted questions will be posted on the University website and can be accessed from www.udc.edu., Administration, Capital Procurements.

7.0 Selection Process

The selection of firms for contract award will be made in accordance with the provisions of 8 DCMR Chapter 30, §3037 through 3046.

8.0 Evaluation

Pursuant to 8 DCMR Chapter 30 §3037.5 the Contracting Officer shall evaluate each potential contractor based on the following criteria:

Factor 1 - Professional qualifications necessary for satisfactory performance of the required services (Maximum 35 Points):

The University intends to engage contractors with the experience necessary to perform the scope of work set forth in Section 2.0 of this Request for Qualification Statements. Respondents will be evaluated based on their demonstrated experience. If the Respondent is a team or joint venture or multiple companies, the Evaluation Panel shall consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. Similar projects are defined as full service architectural projects at higher education or similar institutions.

Sub-Factor 1 - Similar Projects five (5) in the last five (5) years (Maximum 25 Points).

Sub-Factor 2 - Achieved at minimum LEED Silver certifications (Maximum 5 Points)

Sub-Factor 3 Past Performance evaluations/references for each of the submitted projects (Maximum 5 Points).

Factor 2 - Specialized experience and technical competence in the type of work required (Maximum 20 Points):

The University requires that key personnel to be assigned to projects be persons who have experience in completing the required projects on time and on budget. Similar projects are defined as full service architect-engineer services at higher education or similar institutions.

Sub-Factor 1- Key Personnel Experience (Maximum 10 Points).

Sub-Factor 2 - Key Personnel's Availability matrix for projects (Maximum 5 Points)

Sub-Factor 3 Past Performance reference letters (2) for each Key Personnel (Maximum 5 Points).

Factor 3 - Capacity to accomplish the work in the required time (Maximum 25 Points):

Each Respondent shall submit with its proposal a sample of three (3) of its Critical Path Method's schedule of a full service project and show key logic ties and activity durations. The schedules shall be of projects submitted with the Respondents proposal and shall identify the name, scope, required delivery date(s) and cost of the project(s), in addition to the written verification from the Respondents customer that the project(s) were completed on time and on schedule.

Sub-Factor 1 Comprehensiveness and Practicality of Schedule/Milestones to Achieve Delivery Timeframe (Maximum 15 Points).

Sub-Factor 2 Project Understanding & Design Task Identification & Description (Maximum 10 Points)

Factor 4 -Acceptability under other appropriate evaluation criteria, i.e. Price (Maximum 20 Points):

Respondents shall submit a list of loaded hourly rates of key personnel identified in Evaluation Factor 2 above. The list should identify the average loaded hourly rate for the group. The Respondent with the lowest average rate will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each Respondents price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times 20 = \text{Evaluated Price Score}$$

Price of proposal being evaluated

Preference Points for Certified Business Enterprises (Maximum 12)

Under the Provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code Section 2-218.01 et seq. (the Act), the University shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

The Offeror can perform 100% of the services if it is a certified business enterprise. If the Offeror plans to subcontract any portion of this work to other firms, at least 35% of the dollar volume of the work shall be subcontracted to firms that are Small Business Enterprises (SBE) certified by the Department of Small and Local Business Enterprise Development (DSLBD) under the provisions of the "Small, Local and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", as amended. If there are insufficient qualified SBE that are certified to

completely fulfill this requirement, then the subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises provided however, that all reasonable efforts shall be made to ensure that qualified SBE's are significant participants in the overall subcontracting work. **Offerors shall submit with their proposal, a detailed subcontracting plan indicating that they plan to subcontract at least 35% of the dollar value of the contract to SBEs except that if there are insufficient qualified SBEs to fulfill the requirement, then 35% of the dollar value of the proposed work shall be subcontracted to local, small, or disadvantaged business enterprises (LSDBE's).** Approval of the form's Subcontracting Plan by the Contracting Officer is a necessary condition for contract award. For more information regarding the program, visit the official site at <http://dslbd.dc.gov>.

9. Ordering Limitations

9.1 Minimum Order: The University guarantees the minimum order limitation to the Contractor in the amount of \$250.00 per year on the contract. *Announcement No. GF-2013-D-0114, IDIQ for Architect-Engineer Professional Services*

9.2 Maximum Order: There will be a maximum of \$950,000.00 per year on the contract. University may issue any number of TOs, in any amount, the cumulative total of which cannot exceed \$950,000.00.

9.3 Total Contract Amount: The total amount for three (3) years shall not exceed \$2,850,000.00.

9.4 Task Ordering Procedures

9.4.1 Ordering: Any services to be performed under this contract shall be based on fixed price TO(s) issued in writing and signed by the CO. All TOs are subject to the terms and conditions of this contract. In the event of conflict between a TO and this contract, the contract shall control.

9.4.2 As the need exists for performance under the terms of this contract, the CO shall notify the contractor of an existing requirement via the issuance of a Request for Task Order Proposal (RFTOP). The RFTOP will detail the project scope.

9.4.3 If the University determines that the price submitted by the Contractor for the RFTOP is not reasonable, the University will negotiate the price and then issue a TO to the Contractor.

9.4.4 Upon receipt and acceptance of the TO, the Contractor shall take necessary action to comply with the requirements and the period of performance stated in the TO.

9.4.4.1 Each TO shall include the following information:

- (1) Specific scope of requirement inclusive of all tasks and deliverables
- (2) Date of the TO
- (3) Contract number and TO number
- (4) Number of hours in each labor category with unit price

- (5) TO performance period or delivery schedule
- (6) TO administrator or point of contact if different from the Contract Administrator (CA)
- (7) Place of performance

9.4.4.2 The CA shall be responsible for the daily administration of the TOs and the performance of the Contractor. *Announcement No. GF-2013-D-0114, IDIQ for Architect-Engineer Professional Consultant Services*

10. Task Order Competition

Under contract(s) resulting from this Announcement, the University shall offer contractor(s) the opportunity to provide AE services for various construction projects. It is the University's intention that all IDIQ Contractors shall have an opportunity to provide services to the University. Each successive RFTOP the University issues will specify the basis for award. The University will award individual TOs for those projects exclusively to IDIQ Contractors holding IDIQ contracts.

When issuing an RFTOP, in its sole discretion, the University will solicit proposals from three (3) or more IDIQ Contractors who were not solicited for the most recent TO; except that the University may solicit a Contractor(s) previously solicited for the most recent if necessary in order to obtain competition. In determining which IDIQ Contractors the University will solicit for a RFTOP, the University may consider current work load (TOs and otherwise), current responsibility, and past performance on projects received under their IDIQ Contract.

For each successive RFTOP the University may solicit at least two (2) IDIQ Contractors who did not receive an opportunity to respond to the most recent RFTOP issued, except under the following circumstances:

- The University's need for the essential services or supplies is urgent and providing an opportunity to all Contractors would result in unacceptable delays;
- Only one (1) Contractor is capable of providing the services at the level of quality required because the services ordered are unique or highly specialized;
- The TO must be issued on a sole source basis in the interest of economy or efficiency because it is a logical follow-on to a TO already issued under the contract, provided that there was competition pursuant to the procedures in this clause to be considered for the original TO; or the CO determines that only one (1) Contractor has the current capacity to fulfill the requirement.

Failure to diligently prosecute the work on a currently awarded TO under this IDIQ AE services contract will be cause for the CO not to include the Contractor in the competitive fair-opportunity pool for future TOs. When the Contractor has corrected its delinquency, the Contractor will be considered for competition in future TOs.

IDIQ Contractors shall submit offers on all projects for which they are solicited by the University. In the event a Contractor is unable to submit an offer in response to RFTOP, the Contractor shall notify the CO electronically, via e-mail and by U.S. mail and state in writing the reasons for declining to submit an offer. In the event a Contractor fails to submit an offer for three (3) projects offered within a contract year, the Contractor waives their right to the minimum guarantee for that contract year. The CO will notify the Contractor in writing when their offer record indicates an unacceptable offering rate. In the event the Contractor fails to correct this situation, the University reserves the right to unilaterally cancel the IDIQ contract without further obligation or liability to the University.

11.0 Legal/Compliance Requirements

Open Market Procurement/Subcontracting

This procurement is designated as open market procurement. Firms are required to subcontract at least 35% of the dollar volume of the work to be subcontracted to firms that are Small Business Enterprises (SBE) certified by the Department of Small and Local Business Development (DSLBD) under the provisions of the "Small, Local and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", as amended only if they plan to subcontract any portion of this work to other firms. If there are insufficient qualified SBE that are certified to completely fulfill this requirement, then the subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises provided however, that all reasonable efforts shall be made to ensure that qualified SBE's are significant participants in the overall subcontracting work. For more information regarding the program, please visit the official site at <http://dslbd.dc.gov>.

D.C. Code Requirements

Respondents shall comply with all District of Columbia legal requirements for licensing and corporations.

Mayor's Order 92-138

Respondents should assure themselves that they are fully aware of the requirements of Mayor's Order 92-138 that sets goals for contractor's employment of District residents, as well as sanctions for failure to achieve the goals.

Equal Employment Opportunity (EEO) Employer

Prior to entering into a contract with the University of the District of Columbia as a result of this Announcement, the firm selected for contract award shall assure the University District by submitting a copy of a duly signed company's EEO policy statement that they are an Equal Opportunity Employer as defined by Federal and District of Columbia Laws.

Tax Compliance Requirement

Respondents should assure that they are current with its District taxes or has worked out and is current with a payment schedule approved by the District government.

First Source Employment Agreement

Respondents should assure themselves that they are fully aware of the requirements of D.C. Law 14-24 and D.C. Law 5-93 that sets goals for contractor's employment of District residents, as well as sanctions for failure to achieve the goals.

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.) **Commercial General Liability Insurance.** The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the University of the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the University District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
 - b.) **Automobile Liability Insurance.** The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

c.) Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the University of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

If projects hereunder include water operations, the U.S. Longshoremen and Harbor Workers' Compensation Act and Maritime endorsements must be purchased and attached to the policies required above.

d.) Builder's Risk Insurance. The Contractor shall provide a Builder's Risk policy equal to the replacement cost value of the completed building or other structure including the building supplies and materials to cover damage to existing facilities at the site. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor; and shall name the University of the District of Columbia as loss payee/mortgagee, as their interests may appear. The policy shall not exclude equipment breakdown, windstorm, flood, water damage other than flood, or damage due to drain/sewage backup. A waiver of subrogation in favor of the University of the District of Columbia will be included (This policy is not required for contracts involving demolition only.)

e.) Installation-Floater Insurance. For projects not involving structures, the contractor shall provide an installation floater policy with a limit equal to the full contract value. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor; and name the University of the District of Columbia as the loss payee on the policy, as their interests may appear. A waiver of subrogation in favor of the University of the District of Columbia will be included.

f.) Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$10,000,000 per occurrence, including the University of the District of Columbia as additional insured.

g.) 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.

- h.) **Environmental Liability Insurance.** The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$1,000,000 in coverage per incident and \$2,000,000 aggregate.
- i.) **Railroad Protective Liability Insurance.** [If applicable - building within 50 feet of a railroad (Metro, Amtrak, MARC, and CSX)] If any services provided under or pursuant to this contract involve Contractor doing work near any railroad right-of-way, Contractor shall provide Railroad Protective Liability insurance which shall name the applicable railroad(s) as first Insured and The University of the District of Columbia as an Additional Insured with limits of not less than \$2,000,000 per occurrence and \$6,000,000 annual aggregate or such other limits as may be required by the railroad(s), whichever are higher, and written on a combined bodily injury/property damage basis including coverage for physical damage to the railroad's property.
3. **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 General Liability; and any required Professional Liability for five (5) years following final acceptance of the work performed under this contract.
4. **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.**
5. **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.
6. **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.
7. **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.
8. **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:

8.0 Attachments:

- 8.1 Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts, March 2007
- 8.2 General Provisions (Architect-Engineer Contracts) January 19, 1989
- 8.3 Wage Determination No. 2005-2104, Revision No. 15 dated 06/19/2013 (Respondents must comply with this Wage Determination and amendments thereto).
- 8.4 Living Wage Act and Fact Sheet
- 8.5 Documents to be completed and submitted with proposal (available on the Office of Contracts and Procurement website, www.OCP.DC.Gov.
 - 8.5.1 Subcontracting Plan
 - 8.5.2 EEO Information and Mayor's Order 85-85
 - 8.5.3 Tax Certification Affidavit
 - 8.5.4 Past Performance Evaluation form (Respondent must submit at least one (1) for each of its submitted projects, for a minimum total of five (5), from different clients in accordance with Evaluation Factor #1).
 - 8.5.5 First Source Employment Agreement