

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



**REQUEST FOR PROPOSALS**

**Solicitation Number: DCAM-20-AE-RFP-0002**

**ARCHITECTURAL/ENGINEERING SERVICES FOR  
19<sup>TH</sup> AND LAMONT STREETS, NW – PARK AND STORMWATER IMPROVEMENTS**

**Solicitation Issue Date: October 22, 2019**

**Pre-Proposal Conference October 29, 2019 at 1:00 p.m.  
19<sup>th</sup> and Lamont Streets NW  
Washington, DC 20003**

**Site Visit: October 29, 2019 at 1:00 p.m.  
19<sup>th</sup> and Lamont Streets, NW  
Washington, DC 20003**

**Due Date for Questions: November 6, 2019 at 2:00 p.m.**

**Proposal Due Date: November 21, 2019 at 2:00 p.m.**

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## Executive Summary

The District of Columbia (“District”) Department of General Services (“DGS”, “District” or “Department”) on behalf of the Department of Parks and Recreation (“DPR”) is issuing this Request for Proposals (“RFP”) to engage a design firm to serve as the Architect/Engineer (“A/E” or “Architect”) for site improvements to the parcel located at 19<sup>th</sup> and Lamont Streets, NW (“Project”).

The parcel is a “paper” street (meaning it is no longer open to vehicular traffic) and currently belongs to the DC Department of Transportation (“DDOT”). For many years, the site has been used for both passive recreation and other activities including sledding and dog walking. At present the property suffers from severe erosion issues related to the steep slope. Many trees within the space have exposed roots and the site is cluttered with numerous branches and other debris.

The A/E will work collaboratively with DGS, DPR and community stakeholders to create a Public Park and space that meets both agency and community goals for the site, and that will address the foremost issue of erosion control/stormwater management. DPR and DGS are currently working with the community to identify future programmatic uses of the space with considerations for it to be a Playground, a Zen Garden, a Fitness Park or combination of different uses. As part of this team, the A/E will be instrumental in helping to achieve a harmonious, unified design that results in a successful project.

The site is situated directly north of the apartments located at 1900 Lamont Street, NW (**Attachment A**). It is lightly grassed and eroding actively, thus causing undue problems for the surrounding stormwater system. There are mature trees on the site, including some requiring an evaluation to determine if they are viable or should be removed. The site is approximately 7,000 SF in area and is steeply sloped from the high point in the east to the low elevation in the western direction. There is an adjoining fence that separates the property to the north from the project site.

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

The Department intends to implement the Project through a Construction Manager at Risk (“CMAR”) delivery method. The Department will engage a CMAR contractor (“Contractor”) who will coordinate with the selected A/E firm to ensure that the design developed by the A/E is consistent with the Department’s budget and schedule for the Project. The Department envisions that a full set of Construction Documents shall be completed as indicated in **Section A.5** Project Schedule, at which point the CMAR Contractor will provide a Guaranteed Maximum Price (“GMP”) based upon the approved Design Development Documents. It is contemplated that the Project’s GMP will be finalized as detailed in Section A.5. Concurrent with execution of the GMP, the A/E firm will work directly for the Department by supporting design oversight and implementation throughout the design and construction phases.

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

Offerors (“Offerors”) responding to this RFP should carefully review the form of the Contract for Architectural / Engineering Services (“Form of Contract”) and DGS Standard Contract Provisions for Architectural Engineering Contracts (“SCPs”), which are/will be attached to this RFP as **Attachment F** and **Attachment G** ), respectively. To the extent there are any inconsistencies between this RFP, the Form of Contract and the SCPs, the Form of Contract and SCPs shall prevail. Offerors are further advised that they are required to submit their Proposals premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of Contract must be clearly identified and described in the Offeror’s Proposal. A Proposal that fails to specifically identify and describe requested changes, if any, may be deemed non-responsive if such changes are requested after submission of the Proposal.

Therefore, Offerors responding to this RFP should carefully review the Form of Contract, **Attachment F** (to be issued via addendum to this RFP), before submitting their Proposals.

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

As will be more fully described in the Form of Contract, the A/E will be paid a fixed price for all design phase services. Construction Administration services shall also be paid as a fixed price. Offerors shall bid a design fee (the “Design Fee”) that covers all of the Offeror’s costs associated with the preparation of the concept design; schematic design (“SD”); a set of design development documents (“DDs”); a permit set of construction documents (“Permit Set”) which are sufficiently advanced to submit for, and receive, a permit from DCRA; and a set of issued for construction documents (“IFC Set”).

The design approvals and the GMP package will be based on a set of DDs. As such, the Department requests a coordinated set of drawings between Architectural and Structural designs earlier than is typically required of DDs. If the Project requires all or part of the design for new construction to contain certain early release packages. To create a compiled package, in advance of the documents for other trades, and in order to maintain the required accelerated schedule, a schedule of values (“SOV”) shall be provided that allocates portions of the design fee among the various design phases. For example, SOV shall be provided to include fee amounts for each of the following phases: concept design, SDs, DDs, Permit Set, IFC Set, and Construction Administration. The SOV will be used for purposes of making progress payments.

Offerors shall submit, on the Offeror’s letterhead, an Offer Letter in substantially the form of **Attachment C** of this RFP that includes the proposed design fees, and construction administration fee.

The Department desires to have the A/E develop phasing plans to accommodate the Project. The cost of designing shall be included in each Offeror’s design fee.

The Form of Contract **Attachment F** will provide for the retention of 5% of the firm fixed price, which will be held by the Department until the Project’s completion. In the event the Project is not delivered on time and on budget, the A/E will forfeit the retention amount. In the event of the Project

is delivered on time and on budget, the A/E will receive an amount equal to twice the retention. Thus, if the Project is delivered on time and on budget, the A/E will receive 105% of the total design fee.

### **A.3 Selection Criteria**

Proposals will be evaluated in accordance with Section D of this RFP.

### **A.4 Estimated Procurement Schedule**

The schedule for this procurement is, as follows:

<input type="checkbox"/> Issue A/E Services RFP	October 22, 2019
<input type="checkbox"/> Pre-proposal Conference	October 29, 2019
<input type="checkbox"/> Site Visit	October 29, 2019
<input type="checkbox"/> Due Date for Questions	November 6, 2019
<input type="checkbox"/> Due Date for Proposals	November 21, 2019
<input type="checkbox"/> Notice of Award	January 31, 2020 (Projected)

### **A.5 Estimated Project Schedule**

The preliminary Project schedule milestones is, as follows:

<input type="checkbox"/> Notice of Award and Notice to Proceed (A/E)	January 31, 2020 (projected)
<input type="checkbox"/> Submit Concept Design	20 Days (projected from NTP)
<input type="checkbox"/> Submit Schematic Design	40 Days (projected from NTP)
<input type="checkbox"/> Submit 100% Design Development	60 Days (projected from NTP)
<input type="checkbox"/> Trade Bidding	80 Days (projected from NTP)
<input type="checkbox"/> Permit Set	100 Days (projected from NTP)
<input type="checkbox"/> Submit 100% CDs (IFC Set)	110 Days (projected from NTP)
<input type="checkbox"/> Substantial Completion	210 Days (projected from NTP)
<input type="checkbox"/> Final Completion	230 Days (projected from NTP)
<input type="checkbox"/> Administrative Completion	250 Days (projected from NTP)

### **A.6 Attachments**

**Attachment A** - Aerial Photos

**Attachment B** - Service Contract Act

**Attachment C** - Form of Offer Letter

**Attachment D** - Disclosure Statement

**Attachment E** - Tax Affidavit

**Attachment F** - Form of Contract (To be provided via Addendum)

**Attachment G** - Standard Contract Provisions for Architectural & Engineering Contracts

**Attachment H** - Bidder/Offeror Certification Form

**Attachment I** - SBE Subcontracting Plan

**Attachment J** - First Source Employment Agreement and Employment Plan

**Attachment K** - 2019 Living Wage Act

**Attachment L** - Past Performance Evaluation Form

**Attachment M** - EEO Policy Statement

**Attachment N** - Notice to Proceed and Letter Contract (To be provided via Addendum)

## **SECTION B SCOPE OF WORK**

### **B.1 General Scope of Work**

Generally throughout the Project, the A/E shall:

- a. Be prepared to attend at least six (6) community meetings with DGS and DPR's project team and offer assistance as required with presentations, include collecting, documenting and publishing minutes and responses from community feedback.
- b. Provide all necessary labor and services as required to achieve 100% complete construction documents.
- c. Meet with and coordinate the requirements of the Project with authorities having jurisdiction, including, but not limited to, DGS and its Program Manager, DPR.
- d. Work with DGS and DPR to review designs and incorporate any design changes.
- e. Prepare presentation materials and meet with staff/community and public officials to achieve support for the design. The selected firm will meet with DGS and DPR to conduct an initial design meeting; a follow-up meeting at 35% completion of the construction documents, at 60% completion of the construction documents, and at 95% completion of construction documents. The selected firm should be prepared to meet with staff/community on 6 occasions. The selected firm shall listen to comments from the community and incorporate information provided during the community meetings as directed by the PM. Provide the team with meeting minutes of the activities and community feedback within three (3) business days.
- f. Select and modify construction documents per DGS/DPR and community input.
- g. Consider all DGS FM Building Standards.
- h. Meet the requirements of the recently adopted International Green Construction Code and DOEE storm-water management requirements.
- i. Survey the existing park to locate the utilities to service the park.
- j. Provide complete code compliance and coordinated drawing packages.
- k. Present the design to CFA, Office of Planning and other regulatory agencies as required.
- l. Prepare and submit DC Water permit application packages (all permit types that may be required) and DOEE Storm-water Management and Green Area Ratio packages for review and approval.
- m. Prepare DDOT public space modifications packages for submission to and approval by DDOT Public Space Committee, participate in the Committee meetings as necessary.
- n. Provide Itemized Cost Estimates and Itemized Construction Costs.

### **B.2 Programming and Concept Design Phase**

**B.2.1 Services:** The first phase of the project shall include program development and the preparation of a concept design. The concept design shall be developed as described herein. During this phase, the A/E firm shall complete the following tasks:

- a. Conduct meetings with DPR and DGS representatives to confirm project goals and objectives.

- b. Meet with the Department's project team to kick-off the project. The purpose of this meeting will be to review the project scope, schedule, goals / objectives, and expectations for the project.
  - i. The A/E shall attend one site meeting and review slide questionnaire to better understand the community's goals and perspective.
  - ii. The A/E shall produce three (3) different conceptual site plans that meet DPR's programmatic needs and site constraints to present to DGS/DPR, with the recommended selection, for comments and direction.
  - iii. Based DGS/DPR comments, the A/E shall advance and submit one (1) final conceptual site plan and cost estimate to DGS/DPR for review. A/E will make any appropriate modifications requested by the Department prior to presenting the final concept to the public.
  - iv. With comments from DGS/DPR and responses to the final concept from the community, the A/E will then advance the plans through schematic design, design development and CDs.
- c. Meet onsite with DPR and DGS to review site conditions and project constraints including considerations for Stormwater Management.
- d. Review slido survey to better understand the community's wants and needs for the Park, Playground and, or Zen Garden.
- e. The A/E shall be responsible for the collection, assessment and verification of existing conditions. The A/E shall conduct a complete site boundary and topographic survey of the site as required to successfully construct the Project. At a minimum, the survey(s) shall include existing condition of the site and documentation of existing conditions.
- f. Review existing condition assessment and recommendations.
- g. Participate in Value Engineering workshops, as required, with DPR, DGS representatives, and CMAR Contractor selected by the Department if necessary.
- h. Prepare and submit a preliminary master schedule and an independent construction cost estimate.
- i. Prepare and submit Environmental Impact Screening Form (EISF).
- j. Survey existing facility to confirm locations and types of hazardous materials to be abated, or mitigated.
- k. Request and receive hydrant flow test.
- l. Meet with DPR and DGS representatives to develop preliminary phasing plans, if necessary.
- m. Conduct a minimum of two community meetings to solicit input and keep Constituents informed.
- n. Submit the design(s) and start to engage CFA, HPO, Office of Planning, and other regulatory agencies as required.
- o. Prepare and submit three (3) hard-copy sets and one (1) electronic copy in PDF of Concept Design Documents, Preliminary Specifications, and Concept cost estimate to the Project Manager for review and approval.

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

The following deliverables are to be prepared in coordination with DPR and DGS:

- Survey of existing conditions
- Results of Hazardous Materials Survey
- Summary of required agency review and timetables
- Submission of progress site plans at each phase of development
- Concept Design Documents (Three Concept Alternatives).
- Cost estimate
- Schedule

### **B.3 Schematic Design Phase**

During this phase, the A/E firm shall develop SDs of the preferred design alternative selected during the Concept Phase that meet the parameters set forth in **Attachment A**, comments from DGS/DPR, responses to the final concept from the community, and the Department's schedules and budget requirements for the Project (*i.e.* designed to budget). The SDs shall contain such detail as is typically required for schematic design under standard industry practice.

**B.3.1 Services:** In general, the A/E shall complete the following tasks during this phase:

- a. Further develop conceptual plans and incorporate design changes. Renderings shall be produced and materials shall be explored and presented to DPR, DGS, and the community for initial feedback.
- b. An in-depth presentation and feedback session with different department leaders from DPR and DGS
- c. Conduct community meetings to solicit input and keep constituents informed.
- d. Prepare necessary presentation materials (renderings and models) to communicate design intent and obtain approval of design direction.
- e. Continue development of phasing plan based on the approved concept design.
- f. Submit an early estimate for the construction with a magnitude of error of Not to Exceed +/- 10% of the Project hard cost budget.
- g. Conduct DOEE, DCRA (including zoning), DDOT and DC Water Preliminary Design Review meetings.
- h. If it is necessary for the Project early inquiry with Public Utility Companies PEPCO and Washington Gas as well as Verizon should be conducted.
- i. Prepare and submit three (3) hard-copy sets and one (1) electronic copy in PDF of Schematic Design Documents, Preliminary Specifications, and Schematic cost estimate to the Project Manager for review and approval (35% plan review).

**B.3.2 Deliverables.** During this phase, the A/E firm shall prepare and submit to the following deliverables for Department's review approval. The A/E firm shall provide revisions as necessary to these documents to address concerns raised by the Department and/or other Project stakeholders.

- a. Digital site plan
- b. Preliminary site elevations, sections, and preliminary equipment and material



- selections
- c. Design Narrative
- d. Updated schedule and construction cost estimate
- e. If Value Engineering is necessary it should be executed at this stage of the design submission with all the stake holders.
- f. Meeting minutes of standing project meetings and Design Review Meetings

#### **B.4 Design Development Phase**

During this phase, the A/E firm shall progress the SDs into DDs. The DDs shall represent the logical development of the approved SDs any oral or written feedback provided by the Department, and shall be advanced in a manner consistent with the Department's budget for the Project. It is anticipated that such DDs will serve as the basis of a GMP which is to be provided by the CMAR Contractor, selected by the Department, for the Project. As such, the DDs will require a greater level of detail than is typically required in DDs, and in particular, the Department will expect a greater level of detail with regard to Architectural, Structural, and Civil drawings. Throughout the design development phase, the A/E shall work with the CMAR Contractor, and at a minimum, shall meet with the CMAR Contractor twice a month to discuss the status of the design, any key issues, and the level of detail required in the DDs in order to allow for accurate pricing by trade subcontractors. A complete set of coordinated drawings between each discipline is expected to be submitted at this stage of the Design Phase.

**B.4.1 Services.** The specific services required during this phase are:

- a. Select and draft specifications for materials, systems, and equipment.
- b. Develop detailed and dimensioned plans, sections, elevations, and construction schedules. In addition to hardscape plans, softscape, site lighting, and stormwater management plans shall also be included. All equipment and materials shall be explored and presented to DPR, DGS for initial feedback.
- c. Complete code compliance analysis and drawing.
- d. Present the design to CFA, Office of Planning, and other regulatory agencies as required.
- e. An in-depth presentation and feedback session with different department heads from DPR and DGS
- f. Conduct community meetings to solicit input and keep constituents informed.
- g. Provide a progress set of drawings and a design presentation to DPR and DGS at 50% DDs
- h. Prepare, and submit applications, and load calculations for the utility connections
- i. Prepare and submit three (3) hard-copy and one (1) electronic PDF copy of the complete set of 60% complete Construction Documents, Specifications and A/E's cost estimate and schedule to the Department for review and approval (60% plan review).

**B.4.2 Deliverables.** During this phase, the A/E firm shall prepare and submit the following deliverables for Department's review and approval. The A/E firm shall provide revisions as necessary to these documents to address concerns raised by the Department and/or other project stakeholders.

- a. 35% (minimum progress) documents for all technical disciplines, drawings, specs
- b. 50% design development progress printing
- c. A reconciliation report that addresses issues raised by the Contractor as a result of the 50% progress printing.
- d. 100% complete Design Development Documents.
- e. CFA submission materials; meetings and presentations to CFA and other regulatory agencies as required.
- f. Submit the A/E's second estimate for the Hard Cost of the Project with a Maximum +/- 5% of the applicable Project' budgets
- g. Meeting minutes of standing project meetings and Design Review Meetings
- h. Updated schedule and construction cost estimate

Following the Department's review and approval of the DDs, the CMAR Contractor will solicit bids from trade subcontractors based on these documents. The A/E firm shall respond to RFIs and provide ASIs during such bidding process without additional cost to the Department or the CMAR Contractor. Based upon the trade pricing received by the CMAR Contractor, the A/E firm shall engage in additional value engineering efforts to return the Project to budget. The design development phase shall not be considered complete unless and until a GMP for the Project is agreed upon.

## **B.5 Permit Set**

**B.5.1 Services:** The A/E shall develop a set of documents for permitting Permit Set. The Permit Set shall represent the further progression of the approved DDs together with any value engineering strategies approved by the Department. The Permit Set shall be construction documents progressed to approximately 95% completion of those required in a traditional Design/Bid/Build delivery method; however, the Permit Set shall nevertheless be code compliant and permit ready, with all major systems sufficiently designed, detailed, specified, coordinated, and developed.

**B.5.2 Deliverables:** During this phase, the A/E firm shall prepare and submit the following deliverables for Department's review and approval. The A/E firm shall provide revisions as necessary to these documents to address concerns raised by the Department and/or other Project stakeholders.

- a. Prepare detailed and coordinated drawings and specifications to be included in the Permit Set.
- b. Prepare application and submit documents for building permit.
- c. Upload all documents to DCRA's permit document review website in accordance with their instructions.
- d. Prepare all traffic control plans required to obtain relevant DDOT permit approvals at all stages of the project.
- e. Prepare DDOT public space modifications package for submission to and approval by DDOT Public Space Committee, participate in Committee meetings as necessary.
- f. Prepare and submit DC Water permit application packages (all permit types that may be required) and DOEE Storm Water Management and Green Area Ratio packages for review and approval.

- g. Prepare and submit to the Department's Program Manager for review and approval a proposed construction schedule.
- h. Prepare and submit three (3) hard-copy and one (1) electronic PDF copy of the complete set of 95% complete Construction Documents, Specifications and A/E's cost estimate and schedule to the Department for review and approval (100% plan review).

**B.5.3** The A/E firm shall incorporate into the Permit Set the design requirements of governmental authorities having jurisdiction over the Project, without additional compensation to the A/E. In addition, the A/E shall (a) define, clarify, or complete the concepts and information contained in the Permit Set; (b) correct design errors or omissions, ambiguities, and inconsistencies in the Permit Set (whether found prior to or during the course of construction); and (c) correct any failure of the A/E to follow written instructions of the Department during any phase of design services or the construction of the Project provided they are compatible with industry standards.

## **B.6 Issued for Construction (IFC) Documents**

**B.6.1 Construction Documents.** The A/E shall develop an IFC Set. The IFC Set shall represent the further progression of the approved Permit Set together with any value engineering strategies approved by the Department. The IFC Set shall be progressed to One Hundred Percent (100%) completion of those required in a traditional Design/Bid/Build delivery method. The CDs shall be coordinated and shall contain at a minimum the level of detail typically required for CDs under industry standards. The A/E shall respond to and revise the CDs as may be necessary in order to address any concerns raised by the code official. Additionally, the A/E and DGS shall agree on appropriate conference or industry publication to present/profile the project, awards to apply for and architect to prepare submissions for DGS.

## **B.7 Bidding and Construction Administration Services**

**B.7.1 Bidding.** The A/E firm shall provide support to the CMAR Contractor and the Department as necessary to support the bidding of trade subcontracts. These services shall include, but are not necessarily limited to:

- a. Assist Contractor with distribution of documents, as needed.
- b. Consider and evaluate requests for substitutions.
- c. Respond to bidding questions and issue clarifications and requests for substitutions, as needed.
- d. Prepare and issue bidding phase addenda.

**B.7.2 Construction Administration.** The A/E firm shall provide support to the Department as may be necessary to support the construction phases of the Project. These services shall include, but are not necessarily limited to:

- a. Attend weekly progress meetings. A/E firms' site visits are included in the Design Fees.
- b. Review and process shop drawing submissions, RFI's, etc. The A/E shall review and approve or reject submittals within seven (7) business days of receipt.
- c. Prepare meeting notes and records of decisions/changes made.
- d. Conduct pre-closeout inspections. At the end of construction, A/E shall perform a walk-through inspection in the presence of the Department's Program Manager and prepare a report stating any deficiencies found during the walk through and ensure that all the deficiencies are corrected by the construction contractor prior to demobilization.
- e. Review closeout documents for completeness, such as As-Built Drawings based on the Contractor's red line drawings and/or coordinated set developed during the subcontractor coordination process. As-Built Drawings shall be transmitted to DGS in hard copy, PDF and CAD formats.

**B.7.2.1 Deliverables.** In addition, the A/E shall provide the following deliverables during this phase:

- a. Meeting minutes.
- b. RFI Responses
- c. ASI's and/or other clarification documents.
- d. Punch lists.
- e. Closeout document review comments.
- f. As-Built Drawings

## **B.8 Key Personnel**

In its proposal, the Offerors shall identify their key personnel. Key personnel shall include, at a minimum, the following individuals: (i) the Design Principal; (ii) the Project Architect; (iii) the Project Designer; (iv) the key MEP engineers; and (v) the key structural engineers. **The A/E shall not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement.** The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

## **B.9 Licensing, Accreditation and Registration**

The A/E and all of its subcontractors and sub-consultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract. Without limiting the

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

## **B.10 Conformance with Laws**

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

### **B.10.1 Service Contract Act**

The A/E agrees that the work performed under the proposed Contract shall be subject to the Service Contract Act Wage Determination in effect on the date the contract is executed **Attachment B**. Service Contract Wage Schedules are available at [www.wdol.gov](http://www.wdol.gov).

### **B.10.2 First Source Employment Agreement and Employments Plan**

The A/E firm shall ensure that at least fifty-one percent (51%) of each firm and every subconsultant's and subcontractor's employees hired after the effective date of the Agreement, or after such subconsultant or subcontractor enters into a contract with each A/E, to work on the Project shall be residents of the District of Columbia. This percentage shall be applied in the aggregate, and not trade by trade. In addition, the A/E shall use commercially reasonable best efforts to comply with the workforce percentage goals established by the recently adopted amendments to the First Source Employment Agreement Act of 1984 (D.C. Code §§ 2-219.01 *et seq.*) and any implementing regulations.

### **B.10.3 Living Wage Act**

In addition to the requirements set forth in the First Source Employment Agreement, the A/E shall comply with all applicable provisions of the Living Wage Act of 2006, **Attachment K**, as amended (codified at D.C. Official Code §§ 2-220.01 *et seq.*) and its implementing regulations.

### **B.10.4 Equal Employment Opportunity ("EEO")**

The A/E firm shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs. In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as **Attachment M**. A contract award cannot be made to any contractor that has not satisfied the equal employment requirements.

## **B.11 Standard Contract Provisions**

The Department of General Services Standard Contract Provisions for Architectural and Engineering Contracts **Attachment G** are applicable to this procurement.

**B.12 Substantial Completion**

Time is of the essence with respect to the proposed Contract. The Project must be substantially complete 210 Days after Notice to Proceed (“Substantial Completion Date”). The IFC Set must be completed 110 Days after Notice to Proceed.

## **SECTION C ECONOMIC INCLUSION**

### **C.1 Preference for Small, Local, and Disadvantaged Business Enterprises**

**C.1.1 General:** Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Offerors that are certified by the District of Columbia Department of Small and Local Business Development (“DSLBD”) as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, being a local business enterprise with its principal office located in an enterprise zone, being a veteran-owned business enterprise, or being a local manufacturing business enterprise. (A copy of the certification acknowledgment letter must be submitted with the Offeror’s Proposal.) In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror’s proposal:

- Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business.
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise.

Offerors may qualify for more than one of these categories, so that the maximum number of points available under this section is 12 points.

### **C.1.2 Preferences for Certified Joint Ventures**

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

**C.1.2.1** A copy of the certification acknowledgment letter must be submitted with the Offeror’s Proposal.

**C.1.2.2** Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
One Judiciary Square Building  
441 4th Street, NW, 9th Floor  
Washington, DC 20001  
(202) 727-3900 (Telephone Number)  
(202) 724-3786 (Facsimile Number)

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

## **C.2 LSDBE Participation**

The Department requires that significant participation by business enterprises certified by the DSLBD as: (i) a local business enterprise; (ii) a small business enterprise; (iii) a disadvantaged business enterprise; (iv) having a owned resident business; (v) being a longtime business resident; or (vi) having a local business enterprise with its principal office located in an enterprise zone. Accordingly, and in addition to the preference points conferred by **Section C.1**, the Department requires that business enterprises so certified must participate in at least 50% of the project. At least 35% of the contract work must be awarded to entities that are certified as Small Business Enterprises by the DSLBD and 20% of the contract work to entities that are certified as Disadvantaged Business Enterprises. Offerors shall submit a SBE Subcontracting Plan (**Attachment I**) with their proposals. The SBE Subcontracting Plan must demonstrate how this requirement will be met and, to the extent possible at this stage in the project, should identify the specific firms that will be used and their respective roles.

### **C.2.1 Mandatory Subcontracting Plan and Requirements.**

**C.2.1.1** Unless the Director of the DSLBD has approved a waiver in writing, in accordance with D.C. Official Code § 2- 218.51, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

**C.2.1.2** If there are insufficient SBEs to completely fulfill the requirement of paragraph C.2.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

**C.2.1.3** A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of Sections C.2.1.1 and C.2.1.2.



**C.2.1.4** Except as provided in C.2.1.5 and C.2.1.6, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

**C.2.1.5** A prime contractor that is a certified joint venture and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

**C.2.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

**C.2.1.7A** prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

#### **C.2.1.8 Subcontracting Plan**

The selected A/E firm shall perform at least 35% of the contracting effort with its own forces, and if the A/E firm subcontract any work, 35% of the subcontracted effort must be subcontracted to CBEs in accordance with the provisions of C.2.1 of this clause. For subcontracted work, pass through entities will not count toward this goal. In order to count toward the subcontracting requirement, the SBE must perform at least thirty five percent (35%) of the work that is being counted toward the goal with its own forces. The LSDBE certification shall be, in each case, as of the effective date of the subcontract. Supply agreements with material suppliers shall be counted toward meeting this goal.

The Subcontracting Plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor;
- (2) A current certification number of the small or certified business enterprise;
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor will pay each subcontractor.

### **C.2.1.9 Copies of Subcontracts**

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the Contracting Officer (CO), City Administrator (CA), District of Columbia Auditor and the Director of DSLBD.

### **C.2.1.10 Subcontracting Plan Compliance Reporting**

**C.2.1.10.1** If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- a) The price that the prime contractor will pay each subcontractor under the subcontract;
- b) A description of the goods procured or the services subcontracted for;
- c) The amount paid by the prime contractor under the subcontract; and
- d) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

**C.2.1.10.2** If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

### **C.2.1.11 Annual Meetings**

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

### **C.2.1.12 DSLBD Notices**

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

### **C.2.1.13 Enforcement and Penalties for Breach of Subcontracting Plan**

**C.2.1.13.1** A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

**C.2.1.13.2** A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

**C.2.1.14** If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **clause 8 of the SCP, Default**.

**C.2.1.15** Neither the A/E firm nor a Subcontractor may remove a Subcontractor or tier-Subcontractor if such Subcontractor or tier-Subcontractor is certified as an LSDBE company unless the Department approves of such removal, in writing. The Department may condition its approval upon the Contractor developing a plan that is, in the Department's sole and absolute judgment, adequate to maintain the level of LSDBE participation on the Project.

### **C.3 Residency Hiring Requirements for Contractors and Subcontractors**

At least fifty-one percent (51%) of the Offeror's team and every subconsultant's employees hired after the Offeror enters into a contract with the Department, or after such subconsultant enters into a contract with the Offeror, to work on this project, shall be residents of the District of Columbia. This percentage shall be applied in the aggregate, and not trade by trade. In addition, the selected A/E firm shall use commercially reasonable best efforts to comply with the workforce percentage goals established by the recently adopted amendments to the First Source Employment Agreement Act of 1984 (D.C. Code §§ 2-219.01 *et seq.*) and any implementing regulations, including, but not limited to the following requirements:

- (i) At least 20% of journey worker hours by trade shall be performed by District residents;
- (ii) At least 60% of apprentice hours by trade shall be performed by District residents;
- (iii) At least 51% of the skilled laborer hours by trade shall be performed by District residents; and
- (iv) At least 70% of common laborer hours shall be performed by District resident
- (v) Thirty five percent (35%) of all apprentice hours worked on the Project shall be worked by District residents.

### **C.4 Economic Inclusion Reporting Requirements**

Upon execution of the contract, the A/E and all of its member firms, if any, and each of its subcontractors and subconsultants shall submit to the Department a list of current employees that will be assigned to the project, the date that they were hired and whether or not they live in the District of Columbia.

The A/E shall comply with subchapter X of Chapter II of Title 2 of the D.C. Code, and all successor acts thereto, including by not limited to the *Workforce Intermediary Establishment and*

*Reform of First Source Amendment Act of 2011*, and the rules and regulations promulgated thereunder, and all successor acts thereto and the rules and regulations promulgated thereunder.

The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of \$100,000 or more shall comply with the Employment Services (“DOES”) upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; and (v) submit monthly compliance reports to DOES by the 10th of each month.

### **C.5 Apprenticeship Act**

The D.C. Apprenticeship Act of D.C. Law 2-156, (as amended, the Act) may apply to these Project. As applicable, the A/E firm and its subcontractors selected to perform work on the Project on a craft-by-craft basis may be required to comply with the Act. If applicable, all terms and conditions of the D.C. Apprenticeship Council Rules and Regulations shall be implemented, and the selected A/E firm shall be liable for any subcontractor non-compliance.

## **SECTION D EVALUATION AND AWARD CRITERIA**

### **D.1 Award**

The Department intends to award a contract to the highest rated qualified A/E firm, if such contract is satisfactorily negotiated and at a price the CO determines to be fair and reasonable to the District.

### **D.2 Evaluation Process**

The Department will evaluate Offerors' proposals, qualified A/E firms and any best and final offers ("BAFO(s)") requested and received in accordance with the provisions of D.C. Official Code § 2-356.04 of the Procurement Practices Reform Act of 2010, as amended, and Sections 2620 – 2633 of the District of Columbia Municipal Regulations ("DCMR").

#### **D.2.1 Evaluation Board**

##### **D.2.1.1 Selection and Appointment**

The head of the contracting agency or designee shall appoint one (1) or more permanent or ad hoc architect-engineer evaluation board ("Evaluation Board") composed of members who, collectively, have experience in architecture, engineering, construction, and District and related procurement matters. Members of Evaluation Board shall include highly qualified professional employees of the District and may include private practitioners of architecture, engineering, or related professions and shall evaluate all Proposals received from A/E(s) firm interested in the proposed contract under this RFP. The head of the contracting agency shall designate at least one (1) District employee member of each board as the chairperson.

##### **D.2.1.3 Evaluation Board Responsibilities**

The Evaluation Board shall:

- a. Review the Department's current data files on eligible A/E firms and Offerors' proposals received in response to this RFP.
- b. Evaluate current statements of A/E firms' qualifications and performance data on file with the Department and Offerors' proposals, in accordance with the prescribed criteria in **Section D.3**.
- c. Hold discussions with at least three (3) of the most highly rated qualified A/E firms about concepts and the relative utility of alternative methods of furnishing the required services; the A/E fees will not be discussed.
- d. Prepare a selection report for the CO recommending, in order of preference, at least three (3) A/E firms that are evaluated to be the most highly qualified to perform the required services, based on the selection criteria in **Section D.3**. The selection report shall include a description of the discussions and evaluation conducted by the board to allow the CO to: review the considerations upon which the recommendations are based; and, make a final, independent determination regarding the order of preference of at least three (3) of the most highly qualified A/E firms based on the selection criteria in **Section D.3**.

### **D.3 Evaluation and Selection Criteria**

Each Offeror's proposal and eligible A/E firm on file with the Department will be scored on a scale of 1 to 100 points. In addition, eligible Offerors and A/E firms on file with the Department will receive up to 12 preference points as described in **Section C.1** and **Section D.3.5** of this RFP for designation by DSLBD. Thus, the maximum number of points are **112**.

A/E firms will be evaluated in accordance with the following selection criteria:

- Past Performance on contracts with the District, other governmental entities, and private industry in terms of cost control, quality of work, and compliance with performance schedules – A/E and sub-consultants (30 points)
- Technical Competence and Specialized Experience in the type of work required under this RFP– A/E and its sub-consultants Key Personnel (30 points)
- Capacity to accomplish the work in the required time – A/E and its sub-consultants Key Personnel (15 points)
- Acceptability of Design Approach and Management Plan (25 points)
- DSLBD Preference Points (up to 12 Points)

#### **D.3.1 Past Performance on contracts with the District, other governmental entities, and private industry in terms of cost control, quality of work, and compliance with performance schedules – A/E and sub-consultants (30 points)**

Offerors will be evaluated based on their (i) past performance on contracts with the District, other governmental entities, and private industry in terms of cost control, quality of work and compliance with performance schedule; and (ii) the Offeror's past performance working with its proposed sub-consultants. This element of the evaluation will be worth up to thirty (30) points.

Offerors will be required to submit the following information in their Proposals:

- A. List of all projects that the Offeror A/E and its sub-consultants have worked on in the last 10 years that are similar to this Project. For purposes of this paragraph, similar shall mean projects where the Offeror has served as the lead design consultant for a new park project where the estimated construction costs exceeded \$2,000,000. This information may be provided in an overview matrix format or brief list; however, it should include the name and location of the facility, the name of the owner, the time frame of the project, the original budget for the project, and whether the project was delivered on-time and on budget. If a project was not delivered on-time or on budget, a brief description of the reasons should be provided.
- B. The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms **Attachment L**, are completed on behalf of the A/E are completed and submitted directly to the Department's POC stated on **Section F.1** by the due date for Proposals as specified in **Section E.3**. A minimum of two (2) Past Performance

Evaluation forms for each sub consultant should be incorporated in the Offeror's technical Proposal.

**D.3.2 Technical Competence and Specialized Experience in the type of work required under this RFP– A/E and its sub-consultants Key Personnel (30 points)**

Offerors will be evaluated based on their (i) demonstrated experience in design excellence and design of public facilities in a manner that reflects civic importance and creates a sense of place and community; (ii) design of park and recreational facilities in an urban setting; (iii) cost estimating and Value Engineering/management; (iv) knowledge of the local regulatory agencies and Code Officials; (v) design around buildings of historic significance; (vi) demonstrated experience designing and completing high quality, construction projects on-time and on-budget; (vii) Key Personnel's technical competence and specialized experience; and (viii) the availability and experience of the Key Personnel assigned to this Project. This element of the evaluation will be worth up to thirty (30) points.

If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture their (i) demonstrated experience in providing a full range of design services for CMAR Project; (ii) demonstrated experience in, and their plan to deliver, coordinated and constructible documents in a phased, fast track environment; (iii) demonstrated experience in managing, and their plan to manage, scope expansion in Project price on design development documents, or drawings of a similar level of completeness; and (iv) Key personnel's technical competence and specialized experience (v) the availability and experience of the Key Personnel assigned to this Project.

Offerors will be required to submit the following in their Proposals:

- A. Detailed descriptions of projects that best illustrate the Offeror/A/E and its sub-consultants' technical competence and specialized experience relevant to this Project. The Offeror/A/E shall include at least three (3) projects where the Offeror served as the architect on a CMAR Project and two (2) for each sub-consultant. On each project description, please provide all of the following information in consistent order:
  1. Project name and location
  2. Name, address, contact person and telephone number for owner reference
  3. Name, address, contact person and telephone number for builder reference for those projects where the Offeror worked with a CMAR contractor
  4. Brief project description including project cost, square footage, firm's scope of work, and key firm strengths exhibited
  5. Identification of personnel involved in the selected project who are proposed to work on this Project
  6. Project process and schedule data including construction delivery method, and construction completion date (any unusual events or occurrences that affected schedule should be explained)

7. Renderings or photographs that show the interior and exterior of the project.
- B. A description of the A/E's and sub-consultants' Key Personnel professional qualifications, specialized experience and technical competence necessary for satisfactory performance of the required services, to include at a minimum the following:
1. List of Key Personnel to include, at a minimum, the following individuals: (i) the Design Principal; (ii) the Project Architect; (iii) the Project Designer; (iv) the lead MEP and Structural engineers; and (v) the key structural engineers.
  2. Organizational chart illustrating reporting lines and names and titles for Key Personnel proposed by the A/E.
  3. Resumes for each Key Personnel proposed by the A/E and sub-consultants indicating the individual's previous experience, education, licensing, certifications specialized experience and demonstrated technical competence necessary to successfully complete their role in the Project; and
  4. A table that identifies the specific staff that will be assigned to this Project. The table should include: (i) the individual's name (if known); (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this Project); and (iv) the time periods during which the individual will be assigned to the Project and (v) experience working together. This table should include all personnel that will be assigned to the Project.

### **D.3.3 Capacity to accomplish the work in the required time of the RFP – A/E and its sub-consultants Key Personnel (15 points)**

Offerors will be evaluated based on the A/E and its sub-consultants Key Personnel's capacity to meet the needs of this Project within the required time of the RFP. The Offeror shall include an analysis of the overall proposed contributions of the A/E and sub-consultants as well as the capacity of the individual Key Personnel for this project relative to the current and projected workloads. This element of the evaluation will be worth up to fifteen (15) points.

The Offeror shall submit a detailed resource allocation plan (as part of its Management Plan) demonstrating that they have the necessary capacity to meet the government schedule. This plan must identify the allocation of necessary resources required for the completion of the project. A resource allocation plan that must include at a minimum the following:

- a) A Cost Allocation Plan for the project;
- b) Company resources available to the project manager;
- c) Proposed subcontracting effort in connection with obtaining additional resources;
- d) Current contracts with other public and private entities and
- e) A time allocation plan indicating the percentage of time key personnel is allocated over all projects.

### **D.3.4 Acceptability of Design Approach and Management Plan (25 Points)**



Offerors shall submit: (i) a discussion of their intended Design Approach; and (ii) a design Management Plan. These elements of the proposal can be submitted either as separate portions within the Proposal or as a single integrated section.

The Design Approach shall address the basic design theory or ideas that the Offeror proposes to employ in approaching the design of the Project. The Design Approach will be evaluated on the creativity demonstrated and workability of the solutions proposed. The Management Plan shall clearly explain how the Offeror intends to manage and implement the Project, to include all contemplated phasing. Among other things, the Management Plan should explain (i) how the Offeror will manage the engineering sub-consultants so as to ensure that the drawings are properly coordinated, including coordination of the drawings in light of the phasing of the project; (ii) how the Offeror will manage the Value Engineering/management process; (iii) how the Architect proposes to staff and handle construction administration and interact with the builder; (iv) how the Offeror will manage the design process to ensure that bid packages are issued in a timely manner and incorporate agreed upon Value Engineering changes; and (v) describe the key challenges inherent and unique to the 19<sup>th</sup> and Lamont Street project site and explain how they will be overcome or mitigated, specific attention should be given to the phasing of construction. The Department will also consider the experience that the Offeror and its team members have working together on similar projects. This element of the evaluation is worth up to twenty-five (25) points.

#### **D.3.5 Preference Points (up to 12 Points)**

At the conclusion of Evaluation Board's discussions and evaluations, up to 12 preference points, as described in **Section C.1** of this RFP, will be added to the board's evaluation scores based on each eligible A/E firm's status as determined by the DSLBD. Thereafter, the Evaluation Board will prepare a report for the CO recommending, in order of preference, at least three (3) A/E firms evaluated to be the most highly qualified to perform the required services, based on the selection criteria in Section D.3. The evaluation report will allow the CO to: review the considerations upon which the recommendations are based; and, make a final, independent determination regarding the order of preference of at least three (3) of the most highly qualified A/E firms based on the selection criteria in Section D.3.

#### **D.4 Discussions**

The Evaluation Board will hold discussions with no less than three (3) A/E firms determined to be the most highly qualified A/E firms to provide the required services based upon the criteria set forth in **Section D.3**. The Evaluation Board will discuss concepts and the relative utility of alternative methods of furnishing the required services and rate the A/E's ability to meet the selection criteria in **Section D.3** of this RFP. The discussions will be scheduled through the Department's Contracting and Procurement Division and will include the Evaluation Board and the CO or CO's designee. The Evaluation Board will prepare its selection report based on the discussions and the evaluations conducted.

#### **D.5 Negotiations**

The CO will then negotiate a contract with the highest qualified A/E based on the selection report that is provided by the Evaluation Board at compensation rates that the CO determines in writing to

be fair and reasonable to the District. If negotiations are not successful, then the CO shall terminate negotiations with that first highest qualified A/E and undertake negotiations with the second most qualified A/E firm. The CO will follow the same process to terminate negotiations if negotiations with the second most qualified A/E firm is not successful and will initiate negotiations with the third most qualified A/E firm.

## **SECTION E PROPOSAL ORGANIZATION AND PROPOSAL**

This section outlines specific information necessary for the proper organization and manner in which Offerors' Proposals should be proffered. References are made to other sections in this RFP for further explanation.

### **E.1 Proposal Identification**

Proposals shall be proffered in an original and seven (7) hard copies as well as two (2) electronic copies on a USB flash drive. The Offeror's Proposal shall be placed in a sealed envelope conspicuously marked:

**“DCAM-20-AE-RFP-0002  
Proposal for Architectural/Engineering Services for 19<sup>TH</sup> & Lamont Streets, NW”.**

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

Proposals should be delivered or mailed to:

D.C. Department of General Services  
Attention: George G. Lewis c/o Bernard M. Grayson, Jr.  
Contracts & Procurement Division  
Frank D. Reeves Center  
2000 14th St, NW – 8th Floor  
Washington, DC 20009

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

Proposals shall be received by **2:00 p.m., on September 3, 2019**. The Offeror assumes the sole responsibility for timely delivery of its Proposal, regardless of the method of delivery.

### **E.4 Submission Size, Organization and Offeror Qualifications**

All Proposals shall be submitted on 8-1/2" x 11" bond paper and typewritten. Telephonic, telegraphic, and facsimile Proposals shall not be accepted. The Department is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The Proposal shall be organized in two volumes, a technical proposal and a price proposal.

#### **E.4.1 Technical Proposal**

The technical proposal shall be organized as follows:

#### **E.4.1.1 Executive Summary**

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

#### **E.4.1.2 General Team Information and Firm(s) Data**

Each Offeror should provide the following information for the principal A/E firm and each of its subconsultants.

A. Name(s), address(es), and role(s) of each firm (including all sub-consultants)

B. Firm profile(s), including:

1. Age
2. Firm history(ies)
3. Firm size(s)
4. Areas of specialty/concentration
5. Current firm workload(s) projected over the next two years
6. Provide a list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.

C. Discussion of the A/E and sub-consultant's organization, qualifications of key staff and identification of the single point of contact for the A/E.

#### **E.4.1.3 Information for each Selection Criteria**

Offerors shall provide the required information and analysis for each selection criteria as described in **Section D.3** of this RFP.

#### **E.4.2 Fee Proposal**

The A/E Offeror's Fee proposal shall be submitted separately from Offeror's Technical Proposal and include all of the following:

##### **E.4.2.1 Form of Offer Letter**

Each Offeror shall submit an offer letter substantially in the form of **Attachment C**, to propose a Design Fee and hourly rates, in accordance with the attached pricing schedule, and outline any requested changes to the Form of Contract. Material deviations, in the opinion of the Department, from the bid/offer form shall be sufficient to render the proposal non-responsive.

The Department intends to award this contract to the most qualified firm. The cost information will be used to negotiate a fair and reasonable fee for this Project.

#### **E.4.2.2 Fee Proposal Attachments**

Each Offeror shall complete and submit the following Attachments in the Offeror's Fee Proposal, which will not be used for evaluation purposes. If, however, the Offeror is determined to be one of at least three (3) of the most highly qualified A/E firms to provide the required services under this RFP, then the CO may utilize the Offeror's Fee Proposal in the negotiation of a contract with the highest qualified A/E firm at compensation rates that the CO determines to be fair and reasonable to the District.

- a) Disclosure Form (**Attachment D**)
- b) Tax Affidavit (**Attachment E**)
- c) Bidder/Offeror Certification Form (**Attachment H**)
- d) EEO Policy Statement (**Attachment M**)
- e) First Source Employment Agreement and Employment Plan (**Attachment J**)
- f) SBE Subcontracting Plan (**Attachment I**)

**Other than the original Proposal (which shall include both a pricing and technical response), Offerors will be required to submit copies of the pricing portion of their proposal (including the Form of Offer Letter and any spreadsheets or other pricing documents referenced in the Form of Offer Letter) separately from the technical portion of their proposal.**

## **SECTION F BIDDING PROCEDURES & PROTESTS**

### **F.1 Contact Person**

The Department's sole point of contact ("POC") for matters related to this RFP is the only individual authorized to discuss this RFP with any interested parties, including Offerors. The POC does not have authority to bind the District through the execution of written contract documents. Only Contracting Officers can bind the District and DGS.

All questions and communications with the Department's POC about the Project or this RFP shall be sent in writing to:

Rhonda Harris.  
Contract Specialist  
Department of General Services  
1250 U Street NW, 3rd floor  
Washington, DC 20009  
202-724-4119  
Rhonda.Harris@dc.gov

The Department disclaims the accuracy of information derived from any source other than this RFP and the Department's POC, and the use of any such information is at the sole risk of the Offeror. All communications and requests for information shall be submitted by the Offeror's point of contact identified in its Proposal.

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

A pre-proposal conference will be held on November 22, 2019 at 12:00 pm local time. The conference will be held at the **1900 Lamont Street, NW, Washington, DC 20016**. Interested Offerors are strongly encouraged to attend.

### **F.3 Site Visit**

A site visit will be held on December 2, 2019 at 1:00 p.m., 19th and Lamont Streets, NW located at **1900 Lamont Street, NW, Washington, DC 20003**. Interested Offerors are strongly encouraged to attend.

### **F.4 Explanations to Prospective Offerors**

Each Offeror should carefully examine this RFP and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a Proposal. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation shall be furnished

promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Department that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding. Requests and questions should be directed to POC in **Section F.1** by 2:00 p.m. **December 6, 2019**. The person making the request shall be responsible for prompt delivery.

### **F.5 Protests**

Protests are governed by D.C. Official Code § 2-360.08 and Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734). Protests alleging defects in this RFP must be filed prior to the time set for receipt of Proposals. If an alleged defect does not exist in this initial RFP, but was incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering Proposals. In all other cases, a protester shall file the protest within ten (10) days after the protester knows or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department after the indicated periods will not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This **Section F.5** is intended to summarize the bid protest procedures and is for the convenience of the Offerors only. The applicable law and regulations apply, to the extent any provision of this section is inconsistent with law or regulations.

### **F.6 Contract Award**

This procurement is being conducted in accordance with D.C. Official Code § 2-356.04 of the Procurement Practices Reform Act of 2010, as amended, Sections 2620 – 2633 of the District of Columbia Municipal Regulations ("DCMR"), and Section 4717.5 of the Department's Procurement Regulations (27 DCMR § 4717.5).

### **F.7 Retention of Proposals**

All Proposals shall be retained by the Department and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the Proposals shall become the property of the Department and the Department shall the right to distribute or use such information as it determines.

### **F.8 Examination of Proposals**

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

## **F.9 Late Proposals: Modifications**

- A. Any proposal or BAFO received at the office designated in this RFP after the exact time specified for receipt shall not be considered.
- B. Any modification of a proposal, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in **Section F.9.A** stated above.
- C. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the Proposal wrapper or other documentary evidence of receipt maintained by the installation.
- D. Notwithstanding any other provisions of this RFP to the contrary, a late modification of an otherwise successful proposal which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- E. Proposals shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of proposals.

## **F.10 No Compensation for Preparation of Proposals**

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any Proposal submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any proposal, statements, reports, data, information, materials or other documents or items.

## **F.11 Rejection of Proposals**

The Department reserves the right, in its sole discretion:

- A. To cancel this solicitation or reject all proposals.
- B. To reject proposals that fail to prove the Offeror's responsibility.
- C. To reject proposals that contain conditions and/or contingencies that in the Department's sole judgment, make the Proposal indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- D. To waive minor irregularities in any proposal provided such waiver does not result in an unfair advantage to any Offeror.
- E. To take any other action within the applicable Procurement Regulations or law.
- F. To reject the Proposal of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such Proposal or this Request for Proposals.

## **F.12 Limitation of Authority**

Only a person with prior written authority from the CO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the RFP.

Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the CCO or its authorized representative.



## **SECTION G INSURANCE REQUIREMENTS**

The A/E shall maintain the following types of insurance throughout the life of the contract. For purposes of the Section G, the Contractor shall mean the A/E

### **G.1 General Requirements**

#### **GENERAL REQUIREMENTS.**

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense 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 CO 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 CO. 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- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors,

or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. Commercial General Liability Insurance (“CGL”) - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer’s Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of 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.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
  
5. Environmental Liability/Contractors Pollution Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of environmental liability insurance covering losses caused by pollution or other hazardous conditions arising from ongoing or completed operations of the Contractor. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), clean-up costs, transit and non-owned disposal sites. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements. There shall be neither an exclusion nor a sublimit for mold or fungus-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous completed operations coverage will be maintained for at least ten (10) years or an extended reporting period shall be purchased for no less than ten (10) years after completion.

The Contractor also must furnish to CO Owner certificates of insurance evidencing environmental liability insurance maintained by third party transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.

6. 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 claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any

professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.

7. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

**B. PRIMARY AND NONCONTRIBUTORY INSURANCE**

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- C. DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

- D. LIABILITY.** These are the required minimum insurance requirements established by 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.**

- E. 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 District of Columbia.

- F. MEASURE OF PAYMENT.** The District 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.

- G. NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate.

The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

- H. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia**

**And mailed to the attention of:  
Franklin Austin, CPPB, CPM  
Department of General Services  
2000 14<sup>th</sup> Street Street, NW, 8<sup>th</sup> Floor  
202-727-7128  
Franklin.Austin5@dc.gov**

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- J. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.