

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



**REQUEST FOR PROPOSALS**

**Solicitation Number: DCAM-20-AE-0008**

**ARCHITECTURAL/ENGINEERING SERVICES FOR  
SCHOOL WITHIN A SCHOOL AT GODING ELEMENTARY**

**This solicitation is being set-aside for Offerors that are certified by the District of Columbia Department of Small and Local Business Development (“DSLBD”) as certified Small Business Enterprises (SBEs).**

**Solicitation Issue Date: November 27, 2019**

**Pre-Proposal Conference: November 10 at 10:00 a.m.**  
School Within School at Goding Elementary  
920 F Street, NE  
Washington, DC 20002  
Room 401, the Sped conference room

**Site Visit: December 10, 2019 at 12:00 p.m.**  
School Within School at Goding Elementary  
920 F Street, NE  
Washington, DC 20002

**Due Date for Questions: December 12, 2019 at 2:00 p.m.**

**Proposal Due Date: December 20, 2019 at 2:00 p.m.**

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## SECTION A

### A.0 Executive Summary

The District of Columbia (“District”) Department of General Services (“DGS”, “District” or “Department”) on behalf of the District of Columbia Public Schools (“DCPS”) is issuing this Request for Proposals (“RFP”), to solicit the services of a design firm to serve as the Architect/Engineer (“A/E” or “Architect” or “Contractor”) for the renovation and modernization of School Within a School at Goding Elementary School (“Project”).

School Within a School at Goding (“SWS”) is a District-wide public elementary school serving students from PK3 through 5th grade from all eight wards and is located in Ward 6 and within ANC 6A. SWS is the sole PK3-5<sup>th</sup> Reggio Emilia program in the DCPS portfolio. The SWS facility consists of the Anne Goding building, a five-story academic block, consisting of a multipurpose room and cafeteria space built in 1958. The facility shares outdoor space with the Sherwood Recreation Center on the adjacent property.

All the shared outdoor play space is on DPR controlled property and any DCPS building addition shall remain on the DCPS property. The Goding building has received modest upgrades over the years (HVAC 2017 and Elevator 2018) but has yet to receive a full modernization that would enable the Reggio Emilia-inspired programming to be fully realized. The full modernization will bring it in line with the DCPS educational specifications and increase the capacity to 350 students.



Reggio Emilia-inspired schools support and develop children’s potential through a collaborative teaching and learning environment inspired by the philosophy and practice of the Reggio Schools in Reggio Emilia, Italy. Children learn through the “100 languages of children” while working regularly with an Atelierista (art studio teacher) in a large atelier (art studio) in the common spaces and also in their own classroom mini-ateliers. The atelier is a place where children deeply explore their ideas and theories through visual arts, movement, music, science, math, social studies, etc. Students also learn within a project-based approach that enables children to influence the direction of their learning while aligning with Common Core. Since food and nature are also considered languages, a teaching kitchen and dining Food Prints class and garden area are a part of the curriculum.

Children within SWS’ special education program are considered children with “special rights”, a term coined from Reggio Emilia schools, and are included in the general curriculum as frequently

as possible. SWS houses both a high functioning Autism program called Strategies as well as ELS/MES children (they have limited mobility-many in wheelchairs, are non-verbal, and medically complex). Parent participation is considered essential, as they are the children's first teachers. Teachers are considered researchers; therefore, space and time to document and display children's learning through various technologies throughout the building and inside classrooms is essential. The premise of the Reggio Emilia principles is that children learn best in a social context through multiple encounters with an environment that provides rich provocations.

**The Department desires the selected A/E to design a modernized SWS with the following fundamental principles of the Reggio Emilia inspired approach in mind:**

**Nothing without joy!** Niente Senza Gioia! Loris Malaguzzi, one of the founders of the pre-primary schools of Reggio Emilia exclaimed this simple yet powerful statement. At SWS, they continually ask. "How can we as teachers value joy in our school? How can we, as teachers provoke and create an environment where we can say, daily, 'This is what learning, teaching, creating, and discovery feels like and this is what joy looks like!'"

**The 100 Languages of Children.** Children are seen as having 100 languages to think, express, feel, learn, explore, encounter, communicate and embody while at school and we explore that through materials and experiences in the atelier and in the classroom (mini-ateliers).

**The child as protagonist.** Children are strong, rich, and capable.

**The child as collaborator.** Education must focus on each child in relation to the children, the family, the teachers, and the community rather on each child in isolation. There is an emphasis on work in small groups. This practice is based on the social constructivist model that supports the idea that we form ourselves through our interaction with peers, adults, things in the world, and symbols.

**Children with special rights.** Children, who present with special rights will often qualify for special education services but even if they don't, the 100 languages of children are used to meet them where they are, notice their differences and help utilize their strengths to continue their learning process alongside other children and teachers.

**The environment as third teacher.** The design and use of space encourage encounters, communication, and relationships.

**The teacher as partner, nurturer and guide.** Teachers facilitate children's exploration of themes, work on short and long-term projects, and guide experiences of joint, opened-ended discovery and problem solving.

**The child as communicator.** This approach fosters children's intellectual development through the systematic focus on symbolic representation, including words, movement, drawing, painting, building, sculpture, shadow play, collage, dramatic play, and music which leads children to surprising levels of communication, symbolic skills, and creativity. Children have the right to use many materials in order to discover and communicate what

they know, understand, wonder about, question, feel, and imagine. In this way, they make their thinking visible through their many natural” languages”. A studio art teacher, (the Atelierista) trained in the visual arts, works closely with children and teachers in each school to enable children to explore many materials and to use a great number of languages to make their thinking visible. Because we have such a large school, SWS has 2 Ateliers and 2 Atelieristas so all children have access and time. Older children, in addition, often engage in the 100 Languages creating plays/performances, newspapers/magazines, photography, community service projects and actions both in the school and community.

**The teacher as researcher.** Teachers work collaboratively and maintain strong collegial relationships as, they engage in continuous discussion and interpretation of their work and the work of the children. Teachers see themselves as researchers preparing documentation of their work with children whom they also consider researchers. SWS hosts four Educator Open Houses a year.

**The documentation as communication.** Careful consideration and attention are given to the presentation of the thinking of the children and the adults who work with them. Teachers’ commentary on the purposes of the study and the children’s learning process, transcriptions of children’s verbal language (i.e., words and dialogue), photographs of their activity, and representations of their thinking in many media are composed in carefully designed panels or books to present the process of learning in the schools. Documentation takes form more closely looking like a museum display, with artifacts, design, and aesthetics (as opposed to a typical bulletin board.)

**The parent as partner.** Parent participation is considered essential and takes many forms. Parents play an active role in their children’s learning experience and help ensure the welfare of all the children in the school.

**The Department desires specific architectural inspiration and key features shall focus on the following:**

**Horizontality:** the layout of the school building highlights the conscious choice of not creating hierarchies among the various spaces: the service areas, the work areas for adults and children, the classrooms and offices all have an important and shared role.”

**The Central Piazza:** (on each floor) “the presence of a central area called the piazza (town square), onto which the main spaces of the school face. The piazza supports the formation of relationships, symbolizing the “pedagogy of relationships.”

**Transformability and Flexibility:** the school environment must lend itself to manipulation and transformation by adults and children alike, and be open to different ways of use.

**Atelier:** the school is equipped with art spaces called the ateliers that are viewed as complementary to the classrooms and adult workspaces.

**School as Workshop:** Though certain spaces are specifically organized for direct investigation and experimentation (like the atelier), the entire school is viewed as a workshop for children’s autonomous learning. Each space is organized with this basic

premise in mind. Nooks and small spaces for small groups should be available in classes and throughout the building as the majority of curriculum is done in breakout groups.

**School and Community:** The close relationship between school and the city is a fundamental concept of Reggio Emilia inspired schools.

**Inside-outside relationship:** A school should be a place that “senses” what is happening outside--from the weather to seasonal changes, from time of day to the rhythms of the city--precisely because it exists in a specific place and time.

**Transparency:** The possibility of looking through from one space to another...but does not exclude opacity, but focuses on ensuring a sense of depth of field and the perception of the space.

**Communication:** large spaces for communication and documentation on both the inside and outside, involving adults and children, parents and teachers, the city and other cities and cultures, and the places where culture is produced and developed.

**The Department anticipates that the design work will take place in two (2) distinct phases:**

- **Phase 1** – Concept Feasibility – the A/E will be asked to look at three (3) schemes to complete the full modernization per the Project’s goals and education specifications. Schemes shall consider both demolition in whole or in part of various sections of the building and additions to the building within DCPS property.
- **Phase 2** – Full Design Services – the A/E will advance the preferred concept scheme through the full design process, schematic design through an Issued for construction set of documents and specifications.

The Department has made sustainable, high performance schools for their students a priority for over the past 10 years. With the introduction of the Clean Energy DC Omnibus Amendment Act of 2018, which increases the Renewable Portfolio Standard to 100% by 2032, and establishes a solar energy standard post 2032, DGS is looking to contribute to the city’s energy reduction goals by making SWS a Net Zero Energy and Well Building. The Department desires to certify the school through the International Living Future Institute’s (ILFI) Zero Energy Building (ZEB) Certification program. The ZEB certification requires fifteen (15) months of energy use monitoring, and reporting, after occupancy.

The following are the A/E’s assumptions related to the scope of work required: The Design Development Documents will become the basis of a solicitation for Construction Manager at Risk (“CMAR”) contract to modernize SWS. Ultimately the final design shall meet desired programmatic requirements which are set forth in the Education Specifications hereto attached as **Attachment A1**.

The A/E shall take into consideration that SWS is located just outside in the Capitol Hill Historic District boundary and may be subject to all applicable reviews associated with this Historic District.

In addition to the Net-Zero and Well Building standards the A/E shall consider all DGS FM Building Standards, such as Sustainability/High Performance Best Practices, Building Automation Systems (BAS), and Smart Roof Design Guide. The Project shall be designed in such a way so as to achieve, at a minimum, LEED for Schools – Gold certification and must meet the requirements of the recently adopted International Green Construction Code and DOEE storm water management requirements. As part of the LEED certification, we will require the innovation LEED Pilot Credit – Integrative Process for Health Promotion (<https://www.usgbc.org/credits/new-construction-core-and-shell-schools-new-construction-retail-new-construction-healthc-106>), the Green Roof Credit Program addressed, and Energy Star Certification. The A/E shall apply for and achieve Energy Star Certification and file the DOEE Green Roof grant application.

The A/E shall use BIM, or similar type software (recognized in the industry), to develop and coordinate the design documents.

To aid Offerors in the preparation of their Proposals the Department is providing this link to various base building Adobe .pdf files of the building ([SWS Goding Base Building Drawings](#)). These files are meant for information purposes, selected A/E will be responsible for verifying actual existing conditions.

## **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 (“CMAR contractor”) who will coordinate with the selected A/E to ensure that the design developed by the A/E is consistent with the Department’s budgets and schedules for the Project. The Department envisions that a set of Design Development Documents shall be completed as indicated in **Section A.5** Project Schedules, 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 will work directly for the Department by supporting design oversight and implementation throughout the design and construction phases. The Department reserves the right to assign the A/E contract to the CMAR contractor.

## **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. **A proposal that identifies or describes changes or exceptions to the Standard Contract Provisions may be deemed non-responsive.**

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 will be charged on a Firm Fixed Price basis at agreed-upon rates with not-to-exceed amount for each particular service. Offerors shall bid a design fee (the “Initial Design Fee”) that covers preparing the initial three (3) schemes of Phase 1. Upon selection of a preferred scheme the Department and A/E shall negotiate a final design fee (“Final Design Fee”) for all of the Offeror’s costs associated with the preparation of the 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”). Offeror shall include appropriate fees that would be associated with early release work as further stated below. The Final Design Fee shall be fair and reasonable and subject to the Independent Government cost estimate. Such Final Design Fee will be added as a change order to the Contract with the Selected A/E.

The design approvals and the GMP package will be based on sets of DDs. As such, the Department requests a coordinated set of drawings between Architectural, Structural, MEP, and Fire Suppression System 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, the Department may include a materials abatement package, a demolition/raze package, and a foundation package. 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 Final Design Fee among the various design phases. For example, SOVs shall be provided to include fee amounts for each of the following phases: SDs, DDs, Permit Set, and IFC Set. In addition, breakout prices for the early release packages should also be provided. 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 Initial Design Fee, and hourly rates.

The Form of Contract **Attachment F** will provide for the retention of 5% of the firm fixed price design fee, 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 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.4 Selection Criteria**

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

### **A.5 Estimated Procurement Schedule**

The anticipated schedule for this procurement is, as follows:

<input type="checkbox"/> Issue A/E Services RFP	November 27, 2019
<input type="checkbox"/> Pre-proposal Conference	December 10, 2019 at 10:00am
<input type="checkbox"/> Site Visit	December 10, 2019 at 12:00pm
<input type="checkbox"/> Due Date for Questions	December 12, 2019 at 2:00pm
<input type="checkbox"/> Due Date for Proposals	December 20, 2019 at 2:00pm
<input type="checkbox"/> Notice of Award	February 2020 (projected)

#### **A.6 Estimated Project Schedule**

The preliminary Project schedule milestones are, as follows:

<input type="checkbox"/> Notice of Award and Notice to Proceed (A/E)	February 2020 (projected)
<input type="checkbox"/> Submit Concept Designs	April 30, 2020
<input type="checkbox"/> Submit Schematic Design	May 25, 2020
<input type="checkbox"/> Submit 100% Design Development	August 24, 2020
<input type="checkbox"/> Trade Bidding	August 2020
<input type="checkbox"/> GMP Review and Approval	September – October 2020
<input type="checkbox"/> Permit Set	October 2020
<input type="checkbox"/> Submit 100% CDs	November 2020

#### **A.7 Attachments**

This RFP contains the following Attachments:

- Attachment A** – Project Narratives
- Attachment A1** – Elementary School Educational Specifications and Appendices
- Attachment B** – Service Contract Act
- Attachment C** – Form of Offer Letter
- Attachment D** – Conflict of Interest 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** – Form of Notice to Proceed and Letter Contract (to be provided via Addendum)
- Attachment O** – Building Information Modeling (BIM) Requirements



## **SECTION B SCOPE OF WORK**

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

In general, the A/E shall provide a full range of architectural and engineering services necessary for the renovation or modernization of School Within a School at Gooding including the engagement of the necessary geotechnical consultants, traffic consultants and other sub-specialties as deemed necessary for the Project and as approved by the Department to assess the site conditions.

### **B.2 Design Phase.**

The Department will issue a Letter Contract and Notice to Proceed (“NTP”) for Phase 1 Design Services, attached hereto as **Attachment N (to be issued via addendum)**. The Design Phase 1 will run from the effective date of the Letter Contract, through the execution of a final negotiated Design Contract based on the preferred concept scheme. Offerors are advised that they are required to submit their Proposal premised upon agreeing to the terms of the Letter Contract. To the extent there are any ambiguities or inconsistencies between this RFP, the SCPs and the Letter Contract, the SCPs and Letter Contract/NTP shall have precedence.

#### **B.2.1 Concept Design Phase (Phase 1)**

**B.2.1.1 Services:** The first phase of the Project shall include program development and the preparation of multiple concept designs. The concept designs shall be developed in three (3) schemes in contemplation of the possible future expansion of the facility for additional uses, or programs. During this phase, the A/E firm shall complete the following tasks for each scheme as necessary:

- a. Conduct meetings with DCPS and DGS representatives to confirm instructional program and verify facility requirements on a space-by-space basis.
- b. Conduct life safety/building code analysis to verify compliance of design with all current applicable codes recently adopted and/or adopted by Washington, DC, including the 2013 District of Columbia Building Code, the 2013 District of Columbia Green Construction Code, the 2013 District of Columbia Energy Conservation Code, the 2013 District of Columbia Fire Code, the 2013 District of Columbia Mechanical Code, and the 2013 District of Columbia Plumbing Code.
- c. Conduct LEED, Net-Zero, and Well Building Workshops with design team, DCPS and DGS representatives to identify sustainable design strategies to be included in the design. It is understood that a minimum of LEED for Schools-Gold certification is expected.
- d. Participate in Value Engineering workshops, as required, with DCPS, DGS representatives, and CMAR contractor selected by the Department if necessary.
- e. Prepare and submit a preliminary master schedule and an independent construction cost estimate for each scheme.
- f. Prepare and submit to DCRA an Environmental Impact Screening Form (EISF).
- g. Survey existing facility to confirm locations and types of hazardous materials to be

- abated, or mitigated.
- h. Request and receive hydrant flow test.
- i. Perform alternative mechanical systems evaluation and recommend selection.
- j. Confer with audio-visual and acoustic consultants to establish design requirements for the Project.
- k. Confer with the Department's IT representatives/consultants to verify technological requirements for the Project.
- l. Conduct a minimum of two (2) community meetings to solicit input and keep constituents informed. The A/E shall attend a minimum of two (2) School Improvement Team (SIT) meetings as arranged by DCPS throughout Phase 1.
- m. Conduct a traffic study with a sub consultant, including a detailed examination and analysis of transportation patterns surrounding the building's property by a traffic engineer with D.C. DDOT Comprehensive Transportation Review procedures.
- n. Explore multiple building design and massing options, minimum of three, for DCPS, DGS, and the community to review and a final option will be selected at the conclusion of Concept Design. All designs shall include all spaces required in the DCPS Educational Specifications.
- o. Submit the design(s) and start to engage CFA, HPO, Office of Planning, and other regulatory agencies as required.
- p. Based on the scope items above the A/E shall prepare three (3) design alternative concepts that meet the programmatic needs and site constraints

**B.2.1.2 Deliverables:** During this phase, the A/E 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's pricing shall assume that revisions may be required to these documents to address concerns raised by the Department and/or other Project' stakeholders.

- a. Historic resources survey.
- b. Zoning Analysis.
- c. Survey of existing conditions.
- d. Education specifications survey update.
- e. Flow Test Results.
- f. Traffic Study Results.
- g. Plan-to-Program Comparison (Plan-to-Program Test Fit).
- h. Results of Hazardous Materials Survey.
- i. Record of Accepted LEED, Net-Zero and Well Strategies.
- j. Record of Accepted Value Engineering Strategies.
- k. EISF Submission.
- l. Summary of Required Agency Review, Timetables, including but not limited to: Office of Planning ("OP"), Commission of Fine Arts ("CFA"), National Capital Planning Commission ("NCPC"), and Historic Preservation Office ("HPO") to include a preliminary archeological study.
- m. Architectural Concept Development. A minimum of three options shall be provided
  - i. Development of final master site plan
  - ii. Building plans and massing diagrams
  - iii. Preliminary cost estimates
  - iv. Project schedule

- v. Preliminary Phasing Plan
- n. Meeting minutes of standing project meetings and Design Review Meetings.
- o. Construction Cost Estimate.

## **B.2.2 Schematic Design Phase (Phase 2):**

During this phase, the A/E shall develop schematic design documents (“SDs”) of the preferred design alternative selected during the Concept Phase that meet the Education Specifications set forth in **Attachment A1** and the Department’s schedules and budget requirements for the Project (*i.e.* designed to budget). **For the avoidance of doubt the Department, at the time of publishing this RFP, has established the Design-To-Budget of \$38,800,000.00** The SDs shall contain such detail as is typically required for schematic design under standard industry practice.

**B.2.2.1 Services:** In general, the A/E shall complete the following tasks during this phase:

- a. Further develop conceptual plans and incorporate design changes. Building elevations shall be produced and exterior materials shall be explored and presented to DCPS, DGS, and the community for initial feedback.
- b. An in-depth presentation and feedback session with different department leaders from DCPS and DGS.
- c. Conduct community meetings to solicit input and keep constituents informed. The A/E shall attend a minimum of three School Improvement Team (SIT) meetings as arranged by DCPS throughout the development of the project.
- 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 CDs, to accommodate the school’s needs for the duration of construction.
- f. Submit an early estimate for the modernization 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.

**B.2.2.2 Deliverables.** During this phase, the A/E shall prepare and submit to the following deliverables for Department’s review approval. The A/E shall provide revisions as necessary to these documents to address concerns raised by the Department and/or other Project stakeholders.

- a. Digital floor plans and site plan.
- b. Preliminary building elevations, sections, and preliminary exterior material selections.
- c. Plan-to-Program Comparison (Plan-to-Program Test Fit).
- d. Design Narrative.
- e. Updated schedule and construction cost estimate.
- f. Phasing Plan.
- g. Register the project with USGBC to obtain LEED certification and pay all registration fees. Preliminary LEED Scorecard.

- h. If Value Engineering is necessary (in particular for the HVAC System selection) it should be executed at this stage of the design submission with all the stake holders.
- i. Meeting minutes of standing project meetings and Design Review Meetings.

### **B.2.3 Design Development Phase:**

During this phase, the A/E shall progress the SDs into Design Development Documents (“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 SDs, and in particular, the Department will expect a greater level of detail with regard to Architectural, Structural, MEP, and Fire Suppression System designs. 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.2.3.1 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, wall sections, building sections and elevations, and construction schedules. In addition to floor plans, reflected ceiling plans, and furniture/millwork plans shall also be included. Interior materials shall be explored and presented to DCPS, DGS for initial feedback.
- c. Complete code compliance analysis and drawing.
- d. Confirm space-by-space equipment layouts with representatives from the Chancellor’s Office and DGS.
- e. Coordinate furniture, fixtures, and equipment requirements.
- f. Conduct follow up meetings with review agencies as required.
- g. Present the design to CFA, Office of Planning, and other regulatory agencies as required.
- h. An in-depth presentation and feedback session with different department heads from DCPS and DGS.
- i. Conduct community meetings to solicit input and keep constituents informed. The A/E shall attend a minimum of three School Improvement Team (SIT) meetings as arranged by DCPS throughout the development of the project.
- j. Provide a progress set of drawings and a design presentation to DCPS and DGS at 50% DDs.
- k. Prepare, and submit applications, and load calculations for the utility connections (Including Gas, Water, Electric, Storm Water, Sewer, and Fire Sprinkler lines).

**B.2.3.2 Deliverables.** During this phase, the A/E shall prepare and submit the following deliverables for the Department’s review and approval. The A/E 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, and MEP calculations.
- b. 50% design development progress printing.
- c. A reconciliation report that addresses issues raised by the CMAR contractor as a result of the 50% progress printing.
- d. CFA submission materials; meetings and presentations to CFA and other regulatory agencies as required.
- e. Updated LEED Scorecard.
- 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. Plan-to-Program Comparison (Plan-to-Program Test Fit).
- h. Meeting minutes of standing project meetings and Design Review Meetings.
- i. 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 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 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.2.4 Permit Set**

**B.2.4.1 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 75% 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.2.4.2 Deliverables:** During this phase, the A/E shall prepare and submit the following deliverables for the Department's review and approval. The A/E 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 and submit early release packages for permitting, if required, based on the design. If new construction (i) hazardous materials abatement package; (ii) a demolition/raze package; and (iii) a foundation-to-grade package.
- f. Prepare DDOT public space modifications package for submission to and approval by DDOT Public Space Committee, participate in Committee meetings as necessary.
- g. 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.

The A/E shall incorporate into the Permit Set the design requirements of governmental authorities having jurisdiction over the Project. 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.2.5 Issued for Construction (IFC) Documents**

**B.2.5.1 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.3 Bidding and Construction Administration Services**

**B.3.1 Bidding.** The A/E 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 CMAR 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.3.2 Construction Administration.** The A/E 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's site visits are included in the Final Design Fee Review and process shop drawing submissions, RFI's, etc.
- b. Prepare meeting notes and records of decisions/changes made.
- c. Conduct pre-closeout inspections.
- d. Review closeout documents for completeness, such as As-Built Drawings based on the CMAR 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.3.3 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.4 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 (Project Manager); (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 its key personnel unless the Department approves the proposed reassignment and the proposed replacement, in writing by an authorized Contracting Officer ("CO").** 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 A/E 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 A/E shall obtain written approval of the CO for any proposed substitution of key personnel.

#### **B.5 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.6 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.6.1 Service Contract Act**

The A/E agrees that the work it performs under the Contract shall be subject to the Service Contract Act Wage Determination in effect on the date the contract is executed; however, the current wages are incorporated as Attachment B. Service Contract Wage Schedules are available at [www.wdol.gov](http://www.wdol.gov).

### **B.6.2 First Source Employment Agreement and Employments Plan**

The A/E 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 Contract, 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.6.3 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.6.4 Equal Employment Opportunity ("EEO")**

The A/E 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.7 Standard Contract Provisions**

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

## **B.8 Building Information Modeling (BMI) Requirements**



The AE shall provide the trained personnel, hardware and software necessary to successfully fulfill their respective obligations as set forth in the BIM requirements described in **Attachment O**.

#### **B.9 Substantial Completion Date**

Time is of the essence with respect to the proposed Contract. The Project, including the requisite construction, must be substantially complete by July 15, 2022 (“Substantial Completion Date”).

## **SECTION C**

### **ECONOMIC INCLUSION**

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

**General:** Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Offerors that are certified by the 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 Subcontracting Plan**

An Offeror responding to this RFP which is obligated to subcontract shall be required to submit with its Proposal, any subcontracting plan required by law. Offeror's responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law. If the Agreement is in excess of \$250,000, at least 35% of the dollar volume of the Agreement shall be subcontracted in accordance with **Attachment I**.

### **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.2.1.7** 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 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 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 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** An A/E shall be deemed to have breached a subcontracting plan required by law, if the A/E (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** An A/E 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 A/E'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 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 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 1946, as amended, D.C. Official Code §§ 32-1401 *et seq.* (“Act”), may apply to this Project. As applicable, the A/E 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 shall be liable for any subcontractor non-compliance.

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

### **D.1 Award**

The Department intends to award a single contract to the highest rated qualified A/E, 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 the Offerors' Proposals, qualified A/E firms on file with the Department 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 Department's CO 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. No A/E firm shall be eligible for award of an architect-engineer contract during the period in which any of its principals or associates are participating as members of an Evaluation Board and/or as Technical Advisors.

##### **D.2.1.2 Technical Advisors**

In addition to the Evaluation Board, three (3) non-voting Technical Advisors will be appointed by the Department's CO to so advise the Evaluation Board. The Technical Advisors will only provide technical guidance, advice and clarification for the Evaluation Board. The Technical Advisors will additionally answer any technical questions the Evaluation Board may have; and, prior to serving as such advisors, they will be required to:

- a. Complete Non-Disclosure, Conflicts of Interest and Confidentiality Statements; and,
- b. Review the RFP and any addenda issued.

##### **D.2.1.3 Evaluation Board Responsibility**

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 (20 points)
- Professional qualifications necessary for satisfactory performance of the required A/E services (15 points)
- Specialized Experience and Technical Competence in the type of work required under this RFP– A/E and its sub-consultants Key Personnel (10 points)
- Capacity to accomplish the work in the required time – A/E and its sub-consultants Key Personnel (10 points)
- Acceptability of Design Approach and Management Plan (45 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 (20 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 twenty (20) 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 5 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 school or educational construction project, Offeror shall clearly identify which projects were completed by the Architect or sub-consultants. 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 and a minimum of two (2) Past Performance Evaluation forms for each sub consultant are completed and submitted directly to the Department's POC stated on **Section E.5** by the due date for Proposals as specified in **Section E.3**

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror will not be evaluated favorably or unfavorably on past performance.

**This element of the evaluation will be worth up to twenty (20) points.**

#### **D.3.2 Professional qualifications necessary for satisfactory performance of the required A/E services (15 Points)**

Offerors will be evaluated on their (i) professional qualifications for satisfactory performance designing education facilities; and (ii) demonstrated experience working as a lead designer in the past five (5) years for similar type projects.

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

- A. List of all projects that the Offeror and the sub-consultants have worked on in the last 5 years that demonstrate design experience for educational facilities. The Department is not interested in the quantities of projects, but more so the quality of those projects and their similarities to Goding. Offerors should have served as the lead design consultant for a construction project. 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. 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. Brief project description including project cost, square footage, firm's scope of work, and key firm strengths exhibited.
4. Identification of personnel involved in the selected project who are proposed to work on this Project.
5. Project process and schedule data including construction delivery method, and construction completion date (any unusual events or occurrences that affected schedule should be explained).
6. Renderings or photographs that show the interior and exterior of the project.

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. The Department is interested in reviewing as relevant experience those projects completed by the proposed Key Personnel.

**This element of the evaluation will be worth up to fifteen (15) points.**

**D.3.3 Technical Competence and Experience in the type of work required under this RFP– A/E and its sub-consultants Key Personnel (10 points)**

Offerors will be evaluated based on the Offeror's and its sub consulting Key Personnel's demonstrated technical competence and specialized experience to complete the required services including demonstrated experience designing and completing high quality historic preservation and adaptive re-use construction projects on-time and on-budget. Offerors will be evaluated based on their demonstrated experience in:

- i. 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 school facilities, educational or cultural facilities of similar historic significance as Goding in an urban setting.
- iii. Demonstrated experience with DC, or similar jurisdiction, project entitlements process. For this sub-factor the Department is interested in not only seeing the past experience of the Offeror, but also the timelines of past projects to obtain full regulatory approval or entitlements.
- iv. Demonstrated experience in, and their plan to deliver, coordinated and constructible documents in a phased, fast track environment.

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

- A. Detailed descriptions of no more than eight (8) projects that best illustrate the Offeror A/E and its sub-consultants' technical competence and specialized experience relevant to this Project. 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 served on a design-build team

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 (vi) Interior Designer.
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.

**This element of the evaluation will be worth up to ten (10) points.**

#### **D.3.4 Capacity to accomplish the work in the required time as outlined in Section A.6 of this RFP – A/E and its sub-consultants Key Personnel (10 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 ten (10) points.**

**This element of the evaluation will be worth up to ten (10) points.**

#### **D.3.5 Acceptability of Design Approach and Management Plan (45 Points)**

Offerors shall submit a discussion of their intended Design Approach; and 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 a potential design of the Project. The Design Approach will be evaluated on the creativity demonstrated and workability of the solutions proposed.

The Design Management Plan shall clearly explain how the Offeror intends to manage and implement the Project, to include all contemplated phasing. At a minimum, the Design Management Plan shall include:

- i. How the Offeror has demonstrated an understanding of the building's site, the key challenges inherent and unique to Goding ES and explain how they will be overcome or mitigated and how the Offeror intends to approach to the site design.
- ii. How the Offeror has demonstrated an understanding of the existing building historic character and how the Offeror intends to approach the modernization, adaptive re-use and new addition(s).
- iii. How the Offeror has demonstrated an understanding of typical school program adjacencies and how the Offeror intends to approach the interior design of the school.
- iv. Offerors shall describe their historic preservation and community engagement strategy. The Department is interested in learning how the Offeror's strategy will balance the preservation goals and community demands while maintaining the established educational pragmatic goals, budget and schedule
- v. How the Offeror will manage the value engineering/management process.
- vi. 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.

**This element of the evaluation is worth up to forty-five (45 points).**

#### **D.3.6 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, PROPOSAL SUBMISSION PROCEDURES AND PROTESTS**

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 five (5) hard copies as well as One (1) electronic copies on a USB flash drive. The Offeror's Proposal shall be placed in a sealed envelope conspicuously marked:

**“DCAM-20-AE-0008 Proposal for Architectural/Engineering Services for Goding Elementary School”.**

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

Proposals should be delivered or mailed to:

D.C. Department of General Services  
Attention: George G. Lewis  
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 December 20, 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 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 the Contract to the most qualified firm with which the CO successfully negotiates a contract; and, the cost information will be used to evaluate and negotiate a fee for this Project that the CO determines to be fair and reasonable to the District.

##### **E.4.2.2 Other Fee Proposal Required 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) Bidder/Offeror Certification Form (**Attachment H**)
- b) Tax Affidavit (**Attachment E**)
- c) EEO Policy Statement (**Attachment M**)
- d) First Source Employment Agreement and Employment Plan (**Attachment J**)
- e) 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.**

## **E.5 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 COs 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:

Eric Njonjo  
Contract Specialist  
Department of General Services  
1250 U Street NW, 3rd floor  
Washington, DC 20009  
202-727-7138  
[cp.contract-spec1@dc.gov](mailto:cp.contract-spec1@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.

## **E.6 Preproposal Conference**

A pre-proposal conference will be held on December 10 at 10:00 am. at the School Within School located at Goding Elementary, 920 F Street, NE. Washington, DC 20002, Room 401, the Sped conference room. Interested Offerors are strongly encouraged to attend.

#### **E.6.1 Site Visit**

A site visit will be held on December 10 at 12:00 p.m., Goding Elementary School located at 920 F Street, NE. Washington, DC 20002. Interested Offerors are strongly encouraged to attend.

#### **E.7 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 E.1** by 2:00 p.m. December 12, 2019. The person making the request shall be responsible for prompt delivery.

#### **E.8 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 E.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.

#### **E.9 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).

#### **E.10 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.

#### **E.11 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.

#### **E.12 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.

#### **E.13 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.

#### **E. 14 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.

#### **E.15 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 F**

### **INSURANCE REQUIREMENTS**

#### **INSURANCE**

- A. **GENERAL REQUIREMENTS.** The A/E 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 Insurance - The Contractor shall provide evidence satisfactory to the CO of pollution legal liability insurance covering losses caused by pollution conditions that arise from the ongoing or completed operations of the Contractor. Completed operations coverage shall remain in effect for at least ten (10) years after completion of the work. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), cleanup costs, liability and cleanup costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). There shall be neither an exclusion nor a sublimit for mold-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 legal 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 coverage will be maintained or an extended reporting period will be exercised for at least ten (10) years after completion. The Contractor also must furnish to the Owner certificates of insurance evidencing pollution legal liability insurance maintained by the 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. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts, whether between employees of contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend
7. 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 \$5,000,000 per claim or per occurrence for each wrongful act and \$5,000,000 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.
8. Sexual/Physical Abuse & Molestation - 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 of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called “silent” coverage under a commercial general liability or professional liability policy will not be acceptable

9. 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) \$5,000,000 per occurrence and \$5,000,000 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 THE 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:  
Ebtí K.Hana, Contracting Officer  
Department of General Services  
2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor  
Washington, DC 20009  
ebti.hana@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.