

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



REQUEST FOR PROPOSALS

Solicitation Number: DCAM-22-AE-0004

**ARCHITECTURAL/ENGINEERING SERVICES FOR MODERNIZATION OF
CRUMMELL COMMUNITY CENTER**

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: July 8, 2022

Pre-Proposal Conference: July 15, 2022, at 11:00 a.m. – 12:00 p.m.
See Section E.5

Site Visit: July 19, 2022, at 10:00 a.m. – 11:00 a.m.
1900 Gallaudet Street NE, Washington, DC 20002
See Section E.6

Last Day for Questions: July 25, 2022, at 2:00 p.m.

Proposal Due Date: August 10, 2022, at 3:00 p.m.

Delivery of Bids: *See Section E.1 & E.2*

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SECTION A

Executive Summary

The District of Columbia (“District”) Department of General Services (“DGS” or “Department”) is issuing this Request for Proposals (“RFP”) to engage a design firm to serve as the Architect/Engineer (the “A/E”) to provide a full range of architectural and engineering services for the modernization of the Crummell Community Center (the “Project”), located at 1900 Gallaudet Street NE, Washington, DC 20002.

The existing building, formally known as the Alexander Crummell School, is approximately 20,000 square feet, was built in 1911, and has been vacant since the 1970s. The red brick building, which is in poor condition, is two stories high with a basement level and attic space. The building sits on an approximately 108,000 square-foot lot with open space behind and on the sides of the structure. In 2003, the Crummell School was listed on the National Register of Historic Places.

The A/E will be required to design the modernization of the existing facility, annex to the existing facility, and park space to meet the Department’s programmatic requirements. The Project hard cost construction budget, which is also the design-to-budget amount that the A/E is expected to maintain throughout the design phase, is \$14,000,000.00. The A/E will be required to conduct a preliminary conditions assessment and develop a program and concept design, schematic design, design development set, permit design set, a set of construction documents, as well as provide construction administration services, in accordance with the scope of work identified herein.

An aerial image of the site is as follows



A.1 Project Delivery Method

The Department intends to implement the construction portion of this Project through a Construction Management at Risk (“CMAR”) delivery method. The A/E, selected through this solicitation, will be engaged through the procurement of CMAR directly with the Department. The Department intends to engage a CMAR contractor (the “CMAR Contractor”) who will coordinate with the A/E to ensure that the design developed by the A/E is consistent with the Department’s budget, Project schedule and Project’s scope of work as outlined in this RFP. The Project will be divided into two phases: (i) the Preconstruction Phase and (ii) the Construction Phase. During the Preconstruction Phase, the CMAR Contractor will be required to work with the A/E to develop a schedule, budget and design that accomplishes the Department’s goals and objectives. The CMAR Contractor will be required to actively participate in the development of the construction documents by providing cost estimating, scheduling, identifying long-lead purchasing items, and performing constructability reviews. The Department expects that as the permit/construction documents are completed by the A/E, the CMAR Contractor will obtain quotes from trade subcontractors and provide a Guaranteed Maximum Price (“GMP”) based on the approved Permit Set of Construction Documents.

The A/E chosen through this RFP will remain contracted with the Department to provide Quality Assurance/Quality Control services for the Permit and Issued for Construction (“IFC”) Drawings. The A/E will also be responsible for all applicable Construction Administration (“CA”) services, including but not limited to the review and approval of the final punch-list, and approval of the “As-Built” Drawing set from the CMAR Contractor.

A.2 Services to be Performed

The goal of this Project is to have the A/E to provide the architectural and engineering services necessary to modernize the Crummell Community Center. The A/E will be required to provide all the design services necessary to implement the Project and to produce the required deliverables. The architectural and engineering services must conform to the DPR Recreation Facilities Specifications and Guidelines requirements (**Attachment A2**).

A.3 Coordination to be Performed

The A/E shall meet with all the appropriate regulatory agencies including, but not limited to the Historic Preservation Office (“HPO”), Department of Consumer and Regulatory Affairs (“DCRA”), Department of Energy and Environment (“DOEE”), Department of Transportation (“DDOT”) including but not limited to Urban Forestry Division (“UFD”), National Capital Planning Commission (“NCPC”), Commission of Fine Arts (“CFA”), DC Water, Pepco, Verizon and Washington Gas, to ascertain zoning analysis, deed restrictions and requirements, traffic study, and potential environmental considerations for compliance. Upon complying with the aforementioned requirements and satisfactorily addressing all comments in the reviews, the A/E shall submit the final permitted documents to DGS.

A.4 Form of Contract

Offerors (“Offerors”) responding to this RFP should carefully review the form of the Agreement for Architectural/Engineering Services (“Form of Contract”) and DGS Standard Contract Provisions for Architectural and Engineering Services Contracts (“SCPs”), which are attached to this RFP as **Attachment F** and **Attachment G**, respectively. To the extent that if 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 identify and request changes if any, may be deemed non-responsive if such changes are requested after submitting the proposal. **A proposal that identifies or describes changes or exceptions to the SCPs may be deemed non-responsive.**

A.5 Design Fees and Incentives

As is more fully described in the Form of Contract, the A/E will be paid a fixed price for all design phase services through construction administration services. Offerors will be required to bid a Design Fee that covers all of the Offeror’s costs associated with the preparation of the (i) preliminary conditions assessment report; (ii) program verification and concept design; (iii) schematic design; (iv) a set of design development documents; (v) a permit set of construction documents (the “Permit Set”); (vi) complete construction documents; and (vii) construction administration services. Offerors will also be required to submit a schedule of hourly rates for any additional work that is required.

The design approval and the GMP package will be based on the Permit Set. A schedule of values should be provided that allocates the Design Fee among the various design phases (i.e. preliminary conditions assessment report, program verification and concept, schematic, design development, Permit Set, construction documents and construction administration).

Offerors shall submit, on the Offeror’s letterhead, an Offer Letter in substantially the form of **Attachment C** of this RFP that includes the proposed Design Fee, and hourly rates.

The Form of Contract **Attachment F** provides for the retention of 5% of the design fee, which will be held by the Department until the Project’s completion.

A.6 Selection Criteria

Proposals will be evaluated in accordance with the evaluation criteria as further described in **Section D** of this RFP.

A.7 Estimated Project Schedule

The preliminary Project milestone schedule is as follows:

Activity	Timeline	Estimated Date
Estimated Notice of Award		September 12, 2022
Issuance of NTP		October 14, 2022
Submit Program Verification and Concept Design	12 weeks after NTP	January 7, 2023
Submit Schematic Design	25 weeks after NTP	April 19, 2023
Notice to Proceed for CMAR Contractor	25 to 29 weeks after NTP	May 17, 2023
Submit 100% Design Development	36 weeks after NTP	July 5, 2023
Submit Permit Set to DCRA	49 weeks after NTP	October 4, 2023
Submit 100% Construction Documents	53 weeks after NTP	November 1, 2023
Trade Bidding	51 to 57 weeks after NTP	November 29, 2023
GMP Finalized	59 weeks after NTP	December 13, 2023
GMP Approved by Council	67 weeks after NTP	February 7, 2024
Substantial Completion Date		November 7, 2024

A.8 Procurement Schedule

The procurement schedule for the A/E Services for the Crummell School Modernization is as follows:

- Issue RFP July 8, 2022
- Pre-Proposal Conference July 15, 2022
- Site Visit July 19, 2022, at 11:00 p.m.
- Last Day for Questions/Clarifications July 25, 2022
- Proposals Due Date August 10, 2022, at 3:00 p.m.

The Department anticipates conducting the procurement of the Project in accordance with the Procurement Schedule. However, the Procurement Schedule is subject to revision and the Department reserves the right to modify this schedule as it finds necessary, in its sole discretion.

A.9 Attachments

This RFP contains the following Attachments:

- Attachment A1** Project Turnover Protocol (to be issued via an addendum)
- Attachment A2** DPR Recreation Facilities Specifications and Guidelines (to be issued via an addendum)
- Attachment B** Service Contract Act
- Attachment C** Form of Offer Letter
- Attachment D** Bidder/Offeror’s Certification Form
- Attachment E** Tax Affidavit
- Attachment F** Form of Contract (to be issued via an addendum)
- Attachment G** Standard Contract Provisions for Architectural and Engineering Services Contracts

Attachment H	Equal Employment Opportunity Policy Statement
Attachment I	First Source Employment Agreement and Employment Plan
Attachment J	2022 Living Wage Act
Attachment K	Past Performance Evaluation Form
Attachment L	Form of Notice to Proceed and Letter Contract
Attachment M	SBE Subcontracting Plan
Attachment N	Conflict of Interest Disclosure Statement
Attachment O	BIM Requirements

SECTION B

SCOPE OF WORK

B.1 Scope of Work

In general, the A/E will be required to provide architectural and engineering services necessary to modernize the Crummell Community Center. The A/E will be required to provide all the design services necessary to implement the Project and to produce the required deliverables. The design shall incorporate the following facilities and site amenities:

1. **Crummell Community Center:** The A/E will be required to modernize the existing, historic Crummell School into an all-inclusive facility catering to people of all ages and abilities. Given the limiting dimensional constraints of the existing facility, the A/E shall incorporate an annex into the design to accommodate the Department and community's programmatic requirements. Building amenities shall include, but not be limited to:
 - a. Multipurpose rooms designed to accommodate classes, community events, dance studio, performances, and other events.
 - b. Gymnasium for basketball and other recreational activities.
 - c. Fitness center with at minimum both cardio and weight equipment.
 - d. Demonstration kitchen with full commercial grade kitchen equipment to host events and classes.
 - e. Technology/Computer lounge that can support workforce development.
 - f. Senior Lounge.
 - g. Teen Lounge.
 - h. Climbing wall.
 - i. E-gaming room.
 - j. Arts & Crafts Space.
 - k. Support spaces such as restrooms, locker rooms, changing rooms, administrative spaces, reception area, and storage rooms.
2. **Historical Features:** Given the site's historical designation, the A/E shall incorporate in the design educational features that highlight and celebrate the legacy of Alexander Crummell.
3. **Splash Pad:** The design shall explore the feasibility of including a new ADA accessible water feature with a splash pad and recirculating water system on the site. The splash pad equipment may include, but is not limited to, ground water jets, a slide, climbable play equipment, and dumping buckets.
4. **Playground:** The Crummell Community Center recently installed a playground adjacent to the existing facility. The design shall explore the feasibility of keeping the existing playground equipment or dismantling, removing, and installing new play equipment. The Crummell Community Center shall feature an inclusive and ADA accessible playground for both younger (2-5 years old) and older (5-12 years old) children and provide a stable

and fully ADA accessible surface at both playgrounds.

5. **Basketball/Multi-Functional Playing Court:** The Crummell Community Center recently installed new basketball courts adjacent to the existing facility. The A/E shall explore the feasibility of keeping the courts in the existing space versus relocating the courts to accommodate other recreational amenities. Regardless of location, the A/E shall evaluate the court lighting, fencing, and court equipment for any deficiencies.
6. **Multi-functional Playing Field:** The A/E shall explore the feasibility of including in the design and installing a multi-functional playing field with an irrigation system to support recreational sports including but not limited to soccer and football. The design team shall provide written recommendations on which age-group the potential multi-functional playing field would target considering the age group impacts the size of the field.
7. **Community Garden:** Furnish and install a new community garden that is partially ADA-compliant with raised garden beds and stable pathways.
8. **Site Furnishings:** The Crummell Community Center shall include ADA accessible picnic tables, benches, trash cans, bike racks, drinking fountains, interactive artwork, two-dimensional artwork, and outdoor fitness equipment for all ages.
9. **Parking Lot:** The A/E shall explore the feasibility of including parking spots in the public space area outside of the site to maximize recreation space within the Project boundaries. If necessary after reviewing the above with DDOT, the Crummell Community Center shall include a re-graded and restriped parking lot, providing additional parking spaces and sufficient handicap parking spaces.
10. **Site Security:** For the community stakeholders, safety and security is a top priority. Site security shall include, but not be limited to security cameras, lighting, and fencing.
11. **Utilities:** Utility installation, including electric and storm-water management as required by the District Department of Energy & Environment. Currently, there is no active connection.
12. **Add Alternate for a Skate Park:** The A/E shall explore the feasibility of including a concrete skate park like the recently opened Shaw Skate Park. The Shaw Skate Park is a 13,000 square foot park with a combination of cast-in-place concrete and shotcrete ramps, stairs, grind boxes, half-pipes, and more
13. **Demolition/Removal of Existing Trailer:** The Project shall include the demolition/removal of the existing trailer located on the NW corner of the parcel. The A/E shall secure all necessary permits and approvals to remove the trailer.

B.2 Design Phase (Title I Services)

B.2.1 Program Verification & Concept Design Phase

B.2.1.1 Services & Deliverables. During this phase, the A/E shall be required to develop a complete program verification and concept design. The concept design shall contain such detail as is typically required for a concept design under standard industry practice. In general, the A/E shall be required to undertake the following tasks and submit any required deliverables to the Department:

1. Perform a preliminary historic and structural conditions assessment report of the existing facility. This assessment shall report on the structural integrity of the building and outline any historic preservation goals to maintain throughout the Project. The A/E shall provide determination and findings of the existing facility, along with programmatic recommendations to the DGS/DPR program team prior to commencing any design services.
2. Meet with the DGS and DPR to kick-off the Project. However, the A/E should not start executing the Project until the CO provides the Notice to Proceed. The purpose of the meeting will be to review the Project scope, schedule, goals and objectives, and expectations for the Project. The selected team will also collect and present any data available for the Project and study area including, but not limited to previously completed studies, current survey data, aerial photography, GIS data, etc. This kickoff meeting shall also include the DGS Turnover Manager and a representative from the DGS Facilities and Maintenance Division as outlined in the 2016 DGS Projects Turnover Protocol (**Attachment A1**). Complete a Meeting Summary from this meeting and distribute to meeting attendees for review.
3. Conduct workshops with DGS and DPR staff, as well as other stakeholders, to further clarify the goals, objectives, performance targets, service standards, responsibilities, and key agency actions necessary throughout the Department in order to fully realize the vision for the Crummell Community Center. Provide report of findings.
4. Conduct workshops with DGS and DPR staff, as well as other stakeholders to confirm program and verify facility requirements on a space-by-space basis.
5. Attend and participate in community meeting(s) to update the community regarding the Project and collect community input. Attend one (1) meeting with the Advisory Neighborhood Commission (“ANC”) Commissioner and community to provide a presentation and receive feedback on the concept design.
6. Coordinate with the HPO and other agencies, commissions, groups, etc. as required to assess and determine historic and/or archeological significance and requirements.
7. Attend meetings and hearings, if necessary. This includes an entitlement search to identify any development restrictions if applicable, zoning research and coordination (if applicable) with all other land owners/agencies.
8. Conduct a study of the storm water management changes/needs.

9. Conduct life safety/building code analysis to verify compliance of design with all current applicable codes recently adopted by Washington, DC.
10. Conduct LEED Workshops with the A/E and DGS representatives to identify sustainable design strategies to be included in the design, to the greatest extent possible to achieve LEED Silver Certification.
11. Confer with DGS Sustainability and Energy Management Division (“DGS-SE”) to implement sustainable features including but not limited to solar-ready infrastructure.
12. Request and receive hydrant flow test.
13. Perform mechanical systems evaluation and recommend selection.
14. Confer with audio-visual and acoustic consultants to establish design requirements for the Project.
15. Confer with the Department’s IT representatives/consultants to verify technological requirements for the Project.
16. Conduct an ADA assessment to determine ways to increase ADA accessibility to the Crummell Community Center.
17. Confer with the District of Columbia Protective Services Division (“PSD”) to establish security and safety requirements.
18. Conduct a photometric analysis to maximize visibility, safety, and efficiency.
19. Review reports provided by DGS managed industrial hygienist and provide any additional surveys and environmental assessments as required.
20. Draft Final Conceptual Plans as follows:
 - a. Based on input obtained through the process outlined in the Project Scope of Work, as well as information provided in the Program of Requirements, Stakeholder Interview, and Public Workshop, the A/E will work to finalize the Concept Design.
 - b. Develop up to three (3) conceptual designs and cost estimates for the Crummell Community Center that provide alternatives to addressing the identified recreational, social, and cultural needs. The A/E will make any appropriate modifications based on DGS comments prior to presenting the concept(s) to the public.

21. The A/E will conduct Community Workshops to present the plan alternatives to the neighborhood.
22. Participate in Value Engineering workshops, as required, with DGS representatives.
23. Draft Final Conceptual Plan. The A/E will develop a draft final conceptual plan and cost estimate informed by the comments obtained throughout the program verification and concept design process. Submit the draft final conceptual site plan/response and cost estimate to DGS for review before presenting it to the public. The A/E will make any appropriate modifications prior to presenting the concepts to the public.
24. During this phase, the A/E will be required to 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 should assume that revisions may be required to these documents to address concerns raised by the Department and/or other Project stakeholders.
 - a. Concept Plan
 - i. Project Space Program
 - ii. Prepare three (3) conceptual floor plans and site plans. These shall include a comprehensive master plan for the site.
 - iii. Narratives for all major disciplines including civil, architectural, structural, mechanical, electrical, plumbing, and low voltage.
 - iv. Prepare three (3) cost estimates. Cost estimates should include a value engineering section for alternatives should the cost of construction need to be reduced.
 - v. Final Concept Plan
 - b. Project Schedule
 - c. Topographic Survey
 - d. Geotechnical Survey
 - e. Hazardous Materials Survey
 - f. Phase 1 Environmental Assessment
 - g. Environmental Impact Screening Form ("EISF")
 - h. Hydrant Flow Test
 - i. Historical Resources Analysis
 - j. Survey of Existing Conditions
 - k. Entitlement and Zoning Analysis
 - l. Record of accepted LEED Strategies
 - m. Record of accepted Value Engineering Strategies
 - n. Summary of required agency review and timetables, including but not limited to OP, CFA, National Capital Planning Commission ("NCPC"), and HPO to include a preliminary archeological study.

All required deliverables shall be subject to review and approval by the Department, and the A/E's pricing should assume that revisions may be required to these documents to address concerns raised by the Department and/or other Project stakeholders.

B.2.2 Schematic Design Phase

Upon the Department's approval of the Concept Design, the A/E will be directed to proceed with the Schematic Design Phase. During this phase, based on the approved concept design, the A/E shall be required to develop a schematic design that meets the program requirements set forth herein and the Department's schedule and budget requirements for the Project. (*i.e.* designed to budget of **\$14 Million** hard construction costs). The schematic design shall contain such detail as is typically required for schematic design under standard industry practice.

B.2.2.1 Services & Deliverables. In general, the A/E shall be required to undertake the following tasks and submit to the Department:

1. Utilize findings and final concept plans, perform site visits as necessary, attend and/or facilitate meetings with stakeholders and District staff to review program of requirements, required utilities, drainage, zoning, and traffic needs where/when necessary to develop Schematic Design Documents. This includes coordination with the DGS Turnover Manager and a representative from the DGS Facilities and Maintenance Division in compliance with the 2016 DGS Projects Turnover Protocol.
2. Obtain and review applicable District standards and guidelines for design (Design Criteria Manual, Unified Development Code, DPR Standards), where applicable, and provide a complete design that meets all applicable District codes. Coordinate security requirements with DC Protective Services Police Department ("PSPD"). Coordinate IT and Telecom requirements with DC Office of the Chief Technology Officer ("OCTO") and DC Net. Coordinate sustainability requirements with DGS-SE.
3. Coordinate with CFA and the NCPC for review and approval as necessary.
4. Coordinate with HPO and other agencies, commissions, groups, etc. as required to assess and determine historic and/or archeological significance and requirements. Attend meetings and hearings, if required.
5. Coordinate a Preliminary Design Review Meeting ("PDRM") with the Department of Consumer and Regulatory Affairs ("DCRA"), Department of Energy and Environment ("DOEE"), Department of Transportation ("DDOT") including but not limited to Urban Forestry Division ("UFD"), and DC Water.
6. Coordinate meetings with applicable utility companies, including but not limited to Potomac Electric Power Company ("PEPCO"), Washington Gas, and Verizon.
7. Attend one (1) Community Meeting to provide a presentation and receive feedback of the Schematic Design Documents. Highlight changes since the concept design,

identifying what has been incorporated based on feedback received and in cases where incorporation was not feasible, explaining why.

8. Act as scribe for all design related meetings. Distribute meeting minutes to all attendees.
9. Progress LEED certification work as required.
10. Perform comprehensive Value Engineering ("Value Engineering" or "VE") effort utilizing 30% Plan Review submission. Provide report of findings to DGS. Conduct a meeting with DGS and other stakeholders as necessary to present and discuss VE options.
11. Upload all design documentation and deliverables as required utilizing the online DGS Project Management Information System (ProjectTeam) and guidelines.
12. Baseline Schedule bi-weekly update in the format requested by the Department.
13. During this phase, the A/E will be required to prepare and submit to the Department the following deliverables. All such deliverables shall be subject to review and approval by the Department and the A/E's pricing should assume that revisions may be required to these documents to address concerns raised by the Department and/or other Project stakeholders.
 - a. Schematic Design Documents – Two (2) hard copy sets and one (1) electronic copy (30% Complete Level).
 - i. Site plans, paving layouts, traffic circulation.
 - ii. Digital floor plans, building circulation, ADA requirements, etc.
 - iii. Design narrative.
 - iv. Plan-to-program comparison.
 - v. Exterior elevations, rendering, and color palette.
 - vi. Critical building sections and details.
 - vii. Relevant right-of-way information such as easements, building setbacks, etc.
 - viii. Location of utilities and sizes.
 - ix. Stormwater management.
 - x. Preliminary MEP systems.
 - xi. LEED information as appropriate, including preliminary LEED Scorecard.
 - xii. Copies of all surveys and reports
 - xiii. Preliminary Specifications
 - b. Presentation and three (3) presentation boards for community meetings. Presentation boards shall be in full color and include at least one (1) 3-D rendering.

- c. Updated schedule and cost estimates. Submit an early estimate for the modernization with a magnitude of error of Not to Exceed +/- 10% of the Project hard cost budget.
- d. Value Engineering Report. 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 stakeholders.
- e. Meeting minutes of Preliminary Design Review Meetings.
- f. Memo response to all District comments on Schematic Documents.

All required deliverables shall be subject to review and approval by the Department and the A/E's pricing should assume that revisions may be required to these documents to address concerns raised by the Department and/or other Project stakeholders.

B.2.3 Design Development Phase

Upon Department approval of the Schematic Design, the A/E will be directed to proceed with the Design Development Phase. During this phase, the A/E will be required to progress the approved schematic design into a full set of design development documents ("Design Development Documents"). The Design Development Documents shall represent the logical development of the approved Schematic Design along with 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.

B.2.3.1 Services & Deliverables: In general, the A/E shall be required to undertake the following tasks and submit to the Department:

1. Coordinate with the CMAR Contractor selected for this Project, and at a minimum shall meet with the CMAR Contractor twice a month to discuss the status of the design and key issues.
2. Perform site visits as necessary and attend/facilitate meetings with District staff as necessary to develop and progress Design Development Documents. This includes coordination and review with the DGS Turnover Manager and a representative from the DGS Facilities and Maintenance Division in compliance with the 2016 DGS Projects Turnover Protocol.
3. Develop Design Development Documents including outline specifications for materials, systems and equipment, detailed dimensional plans, wall sections, elevations, and schedules. Incorporate VE options chosen by DGS.
4. Prepare detailed and coordinated drawings and specifications for bidding purposes as needed by the CMAR Contractor.

5. Complete code compliance analysis and drawings.
6. Meet and coordinate with regulatory, reviewing, and stakeholder agencies, as necessary. This includes the following actions:
 - a. Present the design to CFA, NCPC, DC Office of Planning, and other regulatory agencies, as required.
 - b. Achieve CFA approval and NCPC preliminary approval.
7. Progress LEED Certification work, as required.
 - a. Register the Project with U.S. Green Building Council (“USGBC”) to obtain LEED certification and pay all registration fees.
8. Manage and coordinate the furniture, fixtures, and equipment (“FF&E”) requirements for the Department and DPR. Review the FF&E procurement schedule to be developed by the CMAR Contractor. All FF&E shall be subject to review and approval by the Department and DPR.
9. Attend one (1) Community Meeting to provide a presentation and receive feedback of the Design Development documents. Highlight changes since the Schematic Design, identifying what has been incorporated based on feedback received and in cases where incorporation was not feasible, explaining why.
10. Prepare a presentation and provide a minimum of three (3) presentation boards for each community meeting to present/display onsite. Presentation boards shall be in full color and include at least one (1) 3-D rendering.
11. Coordinate with utility companies and develop final utility plans, as required.
12. Act as scribe for all design related meetings. Distribute meeting minutes to all attendees.
13. Upload all design documentation and deliverables as required utilizing the online DGS Project Management Information System (Project Team) and guidelines.
14. Baseline Schedule with bi-weekly updates in the format required by the Department.
15. During this phase, the A/E will be required to prepare and submit to the Department the following deliverables. All such deliverables shall be subject to review and approval by the Department and the A/E’s pricing should assume that revisions may be required to these documents to address concerns raised by the Department and/or other Project stakeholders.
 - a. Design Development Documents – Two (2) hard-copy sets and one (1)

electronic copy. (60% Complete Level)

- i. Site plans, paving layouts, traffic circulation, lighting, signage, and utilities.
- ii. Floor plans, structural, civil, architectural, MEP, fire protection, and landscaping.
- iii. Exterior elevations, rendering, and color palette.
- iv. Building sections and details.
- v. Interior elevations, casework, and millwork elevations, as required.
- vi. Playground equipment.
- vii. Stormwater management.
- viii. Confirm space-by-space equipment layouts with representatives from DGS.
- ix. Food service and other equipment, as required.
- x. LEED information, as appropriate.
- xi. Specifications for materials, systems, and equipment.
- xii. Updated Schedule.
- xiii. Draft Specifications.

16. Submit the A/E's cost estimate for the hard cost of the Project with a Maximum +/- 5% of the Project hard cost budget.

17. Submit the Value Engineering Report or log, if necessary.

18. Respond in writing to all District and Regulatory Agency comments on plans.

19. A reconciliation report that addresses issues raised by the Contractor as a result of the 60% progress printing.

20. CFA Submission Materials.

All required deliverables shall be subject to review and approval by the Department and the A/E's pricing should assume that revisions may be required to these documents to address concerns raised by the Department and/or other Project stakeholders.

B.2.3.2 Furniture Selection + Coordination

The A/E shall provide Furniture Consulting Services, including development of Furniture Plans (showing both reused and new furniture as applicable) and budget based on anticipated needs. The Furniture Selection and Coordination scope of services shall be integrated into the design phases previously listed.

The A/E shall develop a Furniture Package that will include the approved Furniture Plans and Specifications and obtain bids from three (3) furniture dealers/manufacturers. The A/E shall assist the Client with the Furniture Bids & Procurement Process and visit the site during installation to observe and report variances to the furniture design intent including review of the Installer's furniture punch list. The A/E shall assist with furniture mock-ups as necessary for DGS review.

- a. Identify and inventory existing furniture for reuse.
- b. Develop Furniture Layout and Plans.
- c. Coordinate Furniture Layout and Plans with IT and electrical requirements.
- d. Review the proposed Furniture Package with DGS to reach consensus and approval prior to developing outline specifications for the furniture dealer/vendor.
- e. Develop Furniture Package (Furniture Plans & Specifications) for Furniture Manufacturer/Dealer to Bid.
- f. Prepare one (1) electronic copy in PDF of Furniture Package (Furniture Plans & Specifications) including Detailed Specifications, Cost Estimate, and schedule to the District staff for review and approval. Components to include, but are not limited to:
 - i. Site plans
 - ii. Floor plans
 - iii. Rendering and color/finish palette.
 - iv. Furniture, Fixture, and Equipment Schedule
- g. A reconciliation report that addresses issues raised by DGS.
- h. Provide assistance in bidding and purchase including response to bid questions and lead time coordination.
- i. Review furniture orders prepared by the selected dealer for specific product selections and specifications.
- j. The dealer/vendor shall be responsible for preparing the purchase order for all furniture selections.
- k. Assist selected vendor for delivery coordination. Work with vendor/dealer throughout the construction administration process to track the manufacturing of the furniture to assure the products will be available for shipping and installation.
- l. Conduct two (2) site visits during furniture installation and move-in.
- m. Review and comment on Installer's furniture punch list. At the completion of the furniture installation, the furniture dealer will produce a furniture punch list, and A/E will make one site visit to review the dealer's punch list and note any additional items to be corrected. One back-check will be provided.
- n. Distribute updated punch list to DGS for review on weekly basis.

- o. Act as scribe for all design related meetings. Distribute meeting minutes to all attendees.
- p. Upload all design documentation and deliverables as required utilizing the online DGS project management system, ProjectTeam. The A/E shall utilize DGS's ProjectTeam document management system to submit any and all documentation required to be provided by the A/E, including, but not limited to: (i) requests for information; (ii) submittals; (iii) meeting minutes; (iv) invoices/applications for payment (full package including all forms required by DGS); (v) certified payrolls (in addition to upload via LCP Tracker); (vi) drawings and specifications; (vii) punchlist; and (viii) other documents as may be designated by DGS.

B.2.4 Permit Set Phase

The A/E shall be required to develop a permit set of construction documents ("Permit Set"). The Permit Set shall represent the further progression of the approved Design Development Documents together with any value engineering strategies approved by the Department. The Permit Set shall be construction documents progressed to approximately 90% completion of those required in a traditional Design/Bid/Build delivery method; however, the Permit Set shall nevertheless be code and permit ready, with all major systems sufficiently designed, detailed, specified, coordinated, and developed.

B.2.4.1 Services & Deliverables: In general, the A/E shall be required to undertake the following tasks and submit to the Department:

1. Progress design and Design Development Documents and prepare construction documents.
2. Prepare detailed and coordinated drawings and specifications for bidding purposes.
3. Prepare application, submit documents for building permit according to DCRA requirements, and file with other regulatory and reviewing agencies including DC Water, DDOT, and DOEE. The permit application process will include progress printing of a "Permit Set".
4. Correct plans to reflect issues noted by regulatory agencies and permit reviewers, as required. Resubmit for additional review and approval, as required.
5. An Environmental Impact Screening Form ("EISF") will be required and shall be the responsibility of the selected Offeror.
6. Complete Platting and record Plat.
7. Obtain all required signatures on plans.
8. Complete final coordination with utilities and service providers, as necessary.

9. Prepare and submit early-release excavation, foundation, concrete, and steel packages, if necessary.
10. Progress LEED Certification work, as required.
11. Attend follow up meetings and coordinate with regulatory agencies, Fire Marshall, DGS Facilities personnel, and other stakeholders, as necessary.
12. Attend and participate in community meeting(s) to update the community regarding the Project.
13. Prepare a presentation, provide a minimum of three (3) presentation boards for each community meeting, and present/display onsite. Presentation boards shall be in full color and include at least one (1) 3-D rendering.
14. Act as scribe for all design related meetings. Distribute meeting minutes to all attendees.
15. Upload all design documentation and deliverables as required utilizing the online DGS Project Management Information System (ProjectTeam) and guidelines.
16. During this phase, the A/E will be required to prepare and submit to the Department the following deliverables. All such deliverables shall be subject to review and approval by the Department and the A/E's pricing should assume that revisions may be required to these documents to address concerns raised by the Department and/or other Project stakeholders.
 - a. Construction / Permit Documents
 - i. Submit two (2) hard-copy sets and one (1) electronic copy of the complete sets of Permit Documents (90% Complete Level).
 - ii. Specifications.
 - iii. Cost Estimate.
 - iv. Updated Schedule.

B.2.4.2 The A/E shall incorporate into the Permit Set the design requirements of governmental and regulatory authorities having jurisdiction over the Project. In addition, the A/E shall be required to (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. The design shall also incorporate any value engineering strategies approved by the Department.

B.2.4.3 Following the Department's review and approval of the Permit Set, the CMAR Contractor shall solicit bids from trade subcontractors based on these documents. The A/E shall be required to 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 may also be required to engage in additional value engineering efforts to return the Project to budget. The Permit Set Phase shall not be considered complete unless and until a GMP for the Project is agreed upon.

B.2.5 Issued for Construction Documents

B.2.5.1 Services & Deliverables: The A/E shall be required to develop an Issued for Construction Set of construction documents (“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 should be progressed to One Hundred Percent (100%) completion of those required in a traditional Design/Bid/Build delivery method. The A/E shall provide two (2) hard copy sets and one (1) electronic PDF copy of the IFC Set to DGS (100% Construction Documents).

B.2.6 Bidding and Construction Administration Services

B.2.6.1 Bidding. Unless otherwise agreed to by the Department in advance, the A/E shall issue the approved Permit Set of construction documents for bidding (*i.e.*, the 90% design submission).

The A/E shall also provide support to the CMAR Contractor, and the Department as may be necessary to support the bidding of trade subcontracts. These services will include, but are not necessarily limited to:

1. Assist with distribution of documents, as needed.
2. Prepare and issue bidding addenda.
3. Respond to bidding questions and issue clarification, as needed.
4. Consider and evaluate request for substitutions.

B.3 Construction Administration (Title II Services). The A/E shall provide support to the CMAR Contractor, and the Department as may be necessary to support the construction phase of the Project (the “Construction Phase”). These services will include, but are not necessarily limited to:

1. Attend biweekly progress meetings and provide meeting minutes. A/E site visits are included in base fee.
2. Review and process shop drawing submissions, submittals, RFI’s, etc.
3. ASI’s or other clarification documents.
4. Prepare meeting notes and records of decisions/changes made.
5. Conduct punch list inspections.

6. Review closeout documents for completeness. Close-out documentation shall comply with the 2016 DGS Project Turnover Protocol included as **Attachment A1**.
7. Provide As-Built Drawings based on the Contractor's red line drawings and/or coordinated set developed during the subcontractor coordination process. As-Built Drawings should be transmitted to DGS in hard copy, PDF, and CAD formats. Close-Out documentations shall comply with the 2016 DGS Project Turnover Protocol included as **Attachment A1**.

B.4 Key Personnel

In its proposal, each Offeror will be required to identify its key personnel. Key personnel shall include, at a minimum, the following individuals: (i) the Design Principal; (ii) the Project A/E; (iii) the Project Designer; (iv) the lead MEP engineers; and (v) the lead structural engineer. **The A/E will not be permitted to reassign any of the key personnel unless the Department's Contracting Officer approves the proposed reassignment and the proposed replacement.** The key personnel specified in the Contract are considered to be essential to the work being performed. Prior to diverting any of the specified key personnel for any reason, the A/E shall notify the Contracting Officer ("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 performed under the proposed Contract shall be subject to the Service Contract Act Wage Determination in effect on the date the Contract is executed, **Attachment B**. Service Contract Wage Schedules are available at www.wdol.gov.

B.6.2 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 2022, **Attachment J**, as amended (codified at D.C. Official Code §§ 2-220.01 *et seq.*) and its implementing regulations.

B.6.3 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 H**. 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 Contract **Attachment G** are applicable to this procurement.

B.8 Time is of the Essence and Substantial Completion Date

Time is of the essence with respect to the Contract. The Project must be substantially complete by November 7, 2024, (“Substantial Completion Date”), as achieved by the CMAR Contractor.

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.1.1 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.1.1.1 A copy of the certification acknowledgment letter must be submitted with the Offeror’s Proposal.

C.1.1.2 Any vendor seeking certification in order to receive preferences under this RFP shall 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.1.1.3 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. 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 M.

C.2.1 Mandatory Subcontracting Plan and Requirements

C.2.1.1 Unless the Director of 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 prime contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, the District of Columbia Auditor and the Director of DSLBD.

C.2.1.10 Subcontracting Plan Compliance Reporting

C.2.1.10.1 If the prime contractor has a subcontracting plan required by law for the Contract, the prime contractor shall submit a quarterly report to the CO, City Administrator (“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 prime contractor shall meet annually with the CO, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

C.2.1.12 DSLBD Notices

The prime 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 and DSLBD approves of such removal, in writing. The Department may condition its approval upon the prime 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 First Source and Residency Hiring Requirements for Contractors and Subcontractors

C.3.1 For contracts for services in the amount of \$300,000 or more, the A/E shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. ("First Source Act").

C.3.2 The A/E shall enter into and maintain during the term of the Contract, a First Source Employment Agreement (Employment Agreement) (Attachment I) with the District of Columbia Department of Employment Service's (DOES), in which the A/E shall agree that: (a) The first source for finding employees to fill all jobs created in order to perform the Contract shall be the First Source Register; and (b) The first source for finding employees to

fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

C.3.3 If applicable, the A/E shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, including by not limited to the Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, and the rules and regulations promulgated thereunder, including, but not limited to the following requirements:

- a) At least twenty percent (20%) of journey worker hours by trade shall be performed by District residents;
- b) At least sixty percent (60%) of apprentice hours by trade shall be performed by District residents;
- c) At least fifty one percent (51%) of the skilled laborer hours by trade shall be performed by District residents; and
- d) At least seventy percent (70%) of common laborer hours shall be performed by District residents.
- e) (e) Thirty five percent (35%) of all apprentice hours worked on the Project shall be worked by District residents.

C.3.4 The A/E shall not begin performance of the Contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES. C.3.4 The A/E shall not begin performance of the Contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

C.3.5 The A/E agrees that at least 51% of the new employees hired to perform the Contract shall be District residents. The A/E shall ensure that at least fifty-one percent (51%) of the A/E and every sub-consultant's and subcontractor's employees hired after the effective date of the Agreement, or after such subconsultant or subcontractor enters into a contract with the 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.

C.3.6 The A/E's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the Contract.

C.3.7 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the Contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

C.3.8 If the A/E does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the Contract for each percentage by which the A/E fails to meet its hiring requirements.

C.3.9 Any contractor who violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

C.3.10 The A/E may appeal any decision of the CO pursuant to this clause to the DC Contract Appeals Board located at 441 4th Street, NW, Suite 350N, Washington, DC 20001.

C.3.11 The provisions of the First Source Act do not apply to nonprofit organizations which

employ 50 employees or less.

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 but 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 (i) 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 §§ 32-1402 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.

C.6 Special Provisions Related to the COVID-19 Emergency

C.6.1 The A/E is required to comply with Mayor’s Order 2021-099, COVID-19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns, and Grantees, dated August 10, 2021, and all substantially similar vaccine requirements, including any modifications to this Order, unless and until they are rescinded or superseded. At the request of the District government, Contractors may be asked to provide certification of compliance with this requirement and/or documents and records in support of this certification.

C.6.2 The A/E is required to comply with City Administrator’s Order 2021-4, Resumption of Requirement for All Persons to Wear a Mask Inside District Government Buildings and While on Duty as a District Government Employee or Contractor, dated July 30, 2021, and all substantially similar mask requirements including any modifications to this Order, unless and until they are rescinded or superseded.

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Award

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

D.2 Evaluation Process

The Department will evaluate Offerors' Proposals, qualified A/E firms 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 A/E evaluation board ("Evaluation Board") composed of members who, collectively, have experience in architecture, engineering, construction, and District and related procurement matters. Members of the 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.

D.2.1.2 Evaluation Board Responsibilities

The Evaluation Board shall:

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

shall include a description of the discussions and evaluation conducted by the board to allow the CO to: review the considerations upon which the recommendations are based; and, make a final, independent determination regarding the order of preference of at least three (3) of the most highly qualified A/E firms based on the selection criteria in **Section D.3.**

D.3 Evaluation and Selection Criteria

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

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

- Team Competency - Offeror's 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 **(35 points)**
- Key Personnel - Specialized Experience and Technical Competence and in the type of work required under this RFP– A/E and its sub-consultants Key Personnel **(35 points)**
- Capacity to accomplish the work in the required time of the RFP – A/E and its sub-consultants Key Personnel **(10 points)**
- Acceptability of Design Approach and Management Plan **(20 points)**
- DSLBD Preference Points **(up to 12 Points)**

D.3.1 Team Competency - Offeror's 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 (35 points)

Offerors will be evaluated based on the following subfactors: (i) past performance on contracts with the District or DGS; (ii) past performance on projects with other government entities or with private industry with a similar scope and scale of Crummel Community Center; (iii) ability to manage costs and design to budget; while maintaining the quality of work; (iv) compliance with the performance schedule; and (v) Past Performance Evaluations submitted per Part (B) below. This element of the evaluation will be worth up to twenty (35) points.

Offerors will be required to submit the following information in their Proposals in order for the Department to appropriately evaluate this section:

- A. List of five (5) projects that the Offeror A/E and its sub-consultants have worked on in the last five (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 an recreational facility or other facility with similar programmatic goals of as the Crummell Community Center (include if they were in a similar neighborhood setting as Crummell Community Center). 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. If an Offeror A/E has offices in multiple regions, all the projects must have been carried out by staff working in the same office that is submitting a proposal.

- B. The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms (**Attachment K**), are completed on behalf of the A/E and submitted directly to the Department's through the DGS web portal by the due date for Proposals as specified in **Section E.3**. A minimum of two (2) Past Performance Evaluation forms for each sub consultant should be incorporated in the Offeror's technical Proposal. To consider Past Performance evaluations, the evaluators must be prior clients (Owners) on fully completed projects.

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.

D.3.2 Key Personnel - Specialized Experience and Technical Competence and in the type of work required under this RFP– A/E and its sub-consultants Key Personnel (35 points)

Offerors will be evaluated based on the following subfactors: (i) demonstrated experience in design of public facilities in a manner that reflects civic importance; (ii) design of recreational facilities in a setting similar to Crummell Community Center; (iii) demonstrated knowledge of the local regulatory agencies and Code Officials; (iv) Key Personnel's qualifications and technical competence; and (v) Key Personnel specialized experience in similar projects experience. This element of the evaluation will be worth up to twenty (35) points.

Offerors will be required to submit the following in their Proposals in order for the Department to appropriately evaluate this section:

- A. Detailed descriptions of no more than five (5) projects that best illustrate the Offeror A/E and its sub-consultants' technical competence and specialized experience relevant to this Project, including at least three (3) projects where the Offeror served as a standalone architect and not part of a design-build team. All of the submitted projects must have been either (a) carried out of the same offices (Offeror A/E or sub-consultant) that is submitting the proposal or (b) carried out by the Key Personnel assigned to this project. On each project description, please provide all of the following information in consistent order:
- a) Project name and location.
 - b) Name, address, contact person and telephone number for owner reference.
 - c) Name, address, contact person and telephone number for builder reference for those projects where the Offeror served on a design-build team.
 - d) Brief project description including project cost, square footage, firm's scope of work, and key firm strengths exhibited.
 - e) Identification of personnel involved in the selected project who are proposed to work on this Project.

- f) Project process and schedule data including construction delivery method, and construction completion date (any unusual events or occurrences that affected schedule should be explained).
 - g) 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:
- a) 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 engineers; (v) the lead structural engineer.
 - b) Organizational chart illustrating reporting lines and names and titles for Key Personnel proposed by the A/E.
 - c) 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
 - d) 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); (iv) the time periods during which the individual will be assigned to the Project and (v) experience working together. This table should include all personnel that will be assigned to the Project.

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

The Offeror shall submit a detailed analysis demonstrating that they have the necessary capacity to meet the government schedule. This plan must identify the necessary resources required for the completion of the Project and must include at a minimum the following:

- a) Company resources available to the Key Personnel;
- b) All current projects with the District and DGS and the stage of each project;
- c) Current contracts with other public and private entities, including the level of effort for each Key Personnel and the projected contract end dates;
- d) A time allocation plan indicating the percentage of time key personnel is allocated over all projects.

D.3.4 Acceptability of Design Approach and Management Plan (20 points)

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

The Design Approach shall address the basic design theory or ideas that the Offeror proposes to employ in approaching the design of the Project. The Design Approach will be evaluated on the following subfactors: (i) creativity of the solutions proposed; and (ii) workability of the solutions proposed, while meeting the project objectives. The inclusion of graphics is encouraged to better explain the A/E's design theory or ideas. This element of the evaluation is worth up to twenty (10) points.

The Management Plan shall clearly explain how the Offeror intends to manage and implement the Project, to include all contemplated phasing. Among other things, the Management Plan should explain (i) how the Offeror will manage the engineering subconsultants so as to ensure that the drawings are properly coordinated, including coordination of the drawings in light of the phasing of the project; (ii) how the Offeror will manage designing to budget, including approach to Value Engineering; (iii) how the A/E proposes to staff and handle construction administration and interact with the builder; (iv) how the Offeror will manage the DC entitlement and approval process for timely permitting of the Project; and (v) describe the key challenges inherent and unique to designing and building the Crummell Community Center and explain how they will be overcome or mitigated; specific attention should be given to any challenges that would have cost or schedule impacts. The Department will also consider the experience that the Offeror and its team members have working together on similar projects. This element of the evaluation is worth up to thirty (10) points.

D.3.5 Preference Points (up to 12 Points)

At the conclusion of Evaluation Board's discussions and evaluations based on the evaluation and selection criteria within Sections D.3.1 to D.3.4, up to 12 preference points, as described in **Section C.1** of this RFP, will be added to the Evaluation Board's scores based on each eligible A/E firm's status as determined by the DSLBD.

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. Thereafter, the Evaluation Board will prepare its selection report for the CO, based on the discussions and evaluations conducted, which will recommend its order of preference for a least three (3) of the A/E firms evaluated to be the most highly qualified to perform the required services per the selection criteria in Section D.3. of this RFP. The selection report will allow the CO to review the considerations upon which the recommendations are based and make a final, independent determination and selection of the highest qualified AE firm.

D.5 Negotiations

The CO will then negotiate a contract with the highest qualified A/E firm, based on the CO's independent determination, 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 firm 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 then initiate negotiations with the third most qualified A/E firm. If CO is unable to negotiate a contract with any of the highest qualified three (3) A/E firms, then the CO may select additional qualified AE firms in order of their competence and qualifications and shall continue negotiations in accordance with the selection criteria of this RFP until an agreement is reached.

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 submitted electronically and shall be titled "Proposal for Architectural/Engineering Services for Modernization of Crummell School, DCAM-22-AE-0004."

Proposals should be submitted no later than the proposals submission deadline through the DGS web portal using the below link:

<https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2>

E.2 Date and Time for Receiving Proposals

Proposals shall be received electronically as identified in **Section E.1** of this RFP no later than **3:00 P.M. on August 10, 2022**. The Offeror assumes the sole responsibility for timely delivery of its Proposal, regardless of the method of delivery.

E.3 Proposal Organization and Offer Qualifications

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 as follows:

E.3.1.1 Executive Summary

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

E.3.1.2 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. Description of the team organization and personal qualifications of key staff, including:

1. Identification of the single point of contact for the A/E.
2. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the team.
3. Resumes for each key participant on the team, including definition of that person's role, relevant project experience, and current workload over the next two years.

E.3.1.3 Information for each Selection Criteria

Offerors shall provide the required information and analysis for each selection criteria as described in **Section D.3.1** through **Section D.3.4** of this RFP.

E.3.2.1 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 and hourly rates for this Project that the CO determines to be fair and reasonable to the District.

E.3.2.2 Fee Proposal Attachments

Each Offeror shall complete and submit the following Attachments in the Offeror's Fee Proposal, which will not be used for evaluation purposes. However, the CO will utilize the Offeror's fee proposal in the negotiation of a contract as outlined in Section D.5 of the RFP at compensation rates that the CO determines to be fair and reasonable to the District.

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

- f) Certificate of Clean Hands (“CCH”) – CCH can be downloaded from this link:
<https://mytax.dc.gov/#1>
- g) A copy of Offeror’s business license

E.4 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:

Sayed S. Wayezee
Contract Specialist
Department of General Services
2000 14th Street, NW 4th Floor
Washington, DC 20009
sayed.wayezee@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.5 Pre-Proposal Conference

A virtual Pre-Proposal Conference will be held on **July 15, 2022, at 11:00 a.m.**

Interested Offerors are strongly encouraged to attend. The conference will be held via WebEx. See the details below:

Register link:

<https://dcnet.webex.com/dcnet/j.php?RGID=raf9ace03c19606e0e5eeacc8c55ea172>

Meeting link:

<https://dcnet.webex.com/dcnet/j.php?MTID=m1f57c807f6be3ec153a9401b2ab8fa49>

Meeting number:

2300 585 8056

Password:

43HJpQM65mD

Join by video system

Dial 23005858056@dcnet.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

+1-202-860-2110 United States Toll (Washington D.C.)

1-650-479-3208 Call-in number (US/Canada)

Access code: 2300 585 8056

[Global call-in numbers](#)

E.6 Site Visit

The site visit will be held on **July 19, 2022**, at **1900 Gallaudet 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 submitted through DGS web portal using the link provided under **Section E.1 by 2:00 p.m. July 20, 2022**. 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) business days after the protester knows or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based.

This Section 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 have 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 through the web portal 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 E.8** 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

A. GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this Contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this Contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this Contract and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

General liability, commercial auto, workers' compensation and property insurance policies (if applicable to this agreement) 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 Contractor and subcontractors.

B. INSURANCE REQUIREMENTS

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.

The vendor should be named as an additional insured on the applicable manufacturer’s/distributor’s Commercial General Liability policy using Insurance Services Office, Inc. (“ISO”) form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

DGS should collect, review for accuracy and maintain all warranties for goods and services.

1. 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.
2. 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 paragraphs 1,2 and 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

3. 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. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
4. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.
5. 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.

C. 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.

D. 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.

E. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above will not in any way limit the contractor's liability under this Contract.

F. 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.

G. 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.

H. 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.

I. 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:

Ahmad Stanekzai/Department of General Services
1250 U Street, 2nd Floor
Washington, DC 20009
(202) 644-2554
ahmad.stanekzai@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).

- J. 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.
- K. 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 District.