

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES



**REQUEST FOR PROPOSALS**

**Solicitation Number: DCAM-23-CS-AERFP-0002**

**ARCHITECTURAL/ENGINEERING SERVICES FOR  
ROSEDALE POOL REPLACEMENT**

**Solicitation Issue Date:** **June 29, 2023**

**Pre-proposal Conference:** **July 05, 2023, at 3:00 P.M.**  
*Refer to Section F.2*

**Site Visit Attendees:** **July 06, 2023, by 12:00 P.M.**  
*Refer to Section F.3.1*

**Site Visit:** **July 10, 2023, at 10:00 A.M.**  
at 1701 Gales Street NE, Washington DC 20002  
Map (<https://goo.gl/maps/mthvgqQHMamBh9FVA>)  
*Refer to Section F.3*

**Last Day for Questions:** **July 17, 2023, by 12:00 P.M.**  
*Refer to Section F.4*

**Proposal Due Date:** **August 04, 2023, at 2:00 P.M.**  
*Refer to Section E.3*

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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” or “Contractor”) to provide a full range of architectural and engineering services associated with the Rosedale Pool Replacement project (the “Project”), located at 1701 Gales Street NE, Washington DC 20002, connected to Rosedale Recreation Center.

The Project consists of a full range of architectural and engineering services associated with the modernization and improvements to the existing outdoor pool facility at Rosedale Recreation Center.

The existing facility is connected to Rosedale Recreation Center. The outdoor pool facility measures roughly 18,000 square feet and includes a main pool, lap pool, and baby pool. The facility also features a large pool deck with seating and shade structures.

The Project will enlarge and extend the existing lap pool and connect it to the main pool, while the baby pool will be replaced with a new splash pad accessible from the pool deck. The completed Project will include new water play features, shade structures, and replace the broken pool deck showers. New, fully-automated mechanical and water treatment systems will also be added.

Specifications for Recreation Center Facilities (**Exhibit A**), Department of Parks and Recreation (“DPR”) Standard Signage (**Exhibit B**), DGS Project Closeout Protocol (**Exhibit C**), and Standards and Practices for Communications Environments (**Exhibit D**) are provided for the Designer’s use in understanding the condition of the existing facility and help with the overall program of the spaces.

#### **A.1 Scope of Work Summary**

The District would like to increase the capacity and improve the pool facilities. To begin the modernization process, the District would like to solicit the services of an A/E to create design documents (the “Design Phase”). These documents will be the basis to start and complete the construction of the Project.

#### **A.2 Project Delivery Method**

The Department intends to implement the construction of the Project through a Construction Management At-Risk (“CMAR”) delivery method. The Department will engage a CMAR contractor (the “CMAR Contractor”), who will coordinate with the selected A/E to ensure that the design developed by the A/E is consistent with the Department's budget and schedule for the Project. The Department envisions that a permit set (“Permit Set”) of construction documents shall be completed, at which point the CMAR Contractor will provide a GMP based upon the approved permit documents. It is contemplated that then Project's GMP will be finalized in forty-seven (47) weeks after the A/E is engaged.

The Department expects that as the permit/construction documents are completed by the A/E, the CMAR Contractor will obtain quotes from the trade subcontractors and provide a Guaranteed Maximum Price (“GMP”) based on the approved Permit Set of construction documents.

The scope of work for the CMAR will be divided into two phases: (i) Preconstruction Phase; and (ii) the Construction Phase. During the Preconstruction Phase, the selected Construction Manager 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 A/E shall remain contracted with the Department to provide Quality Assurance/Quality Control services for the Permit and Issued for Construction (“IFC”) Drawings. The A/E shall also be responsible for Construction Administration (“CA”) services. The A/E will work directly for the Department by supporting design oversight and implementation throughout the design and construction phases.

The A/E understands it may be required to prepare multiple bid packages. The A/E further acknowledges that its pricing includes sufficient funding to accommodate the division of the work into multiple packages and to address the coordination issues associated with such a delivery method as well as to meet the milestone schedule outlined in **Section A.8**.

#### **A.2.1 Phases**

In general, the A/E's work shall include services as fully described in **Section B.2** and **Section B.3**. These services include, but not limited to: (i) development of a set of design documents for the Project (including program verification, a concept design; schematic design; design development drawings; a Permit Set of construction documents; and an issued-for-construction set of documents); (ii) furthering the design documents for the Project; and (iii) providing construction administration services. The services to be provided under **Section B.2** constitute the preliminary design and design phase services to be performed by the A/E (the "Design Phase Services"). The services to be provided under **Section B.3** constitute the construction documents and construction phase services to be provided by the A/E (the "Construction Phase Services").

#### **A.2.2 U.S. Green Building Council LEED® LEED Silver**

DGS has committed to a minimum target of U.S. Green Building Council LEED® Silver Certification for new building construction. This requires the achievement of several mandatory prerequisites and a minimum of 50 credit points across seven primary categories. The team aspires to achieve the highest LEED® certification level possible for this project while investing in strategies that result in the most positive impact and economy. A preliminary LEED scorecard review indicates that silver certification is achievable.

### **A.3 Form of Contract**

The Agreement for Architectural / Engineering Services (“Form of Contract” or “Contract”) and DGS Standard Contract Provisions for Architectural Engineering Contracts are attached to this RFP as (**Exhibit I**) and (**Exhibit J**) respectively. Offerors (“Offerors” or “Offeror”) should carefully review the Form of Contract and the Standard Contract Provisions (“SCPs”) before submitting their proposals (“Proposals”). To the extent there are any inconsistencies between this RFP, the Form of Contract and the SCPs, the Form of Contract and SCPs shall prevail. Offerors are further advised that they are required to submit their Proposals premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of Contract must be clearly identified and described in the Offeror’s Proposal. A Proposal that fails to specifically identify and describe requested changes shall be deemed non-responsive.

Therefore, Offerors responding to this RFP should carefully review the Form of Contract (**Exhibit I**) before submitting their Proposals.

### **A.4 Award**

The Department intends to award the Form of Contract to authorize the selected A/E to commence the Work (Design Phase and Construction Phase). Pursuant to D.C. Official Code § 1-204.51, before the award of a multiyear contract or a contract in excess of \$1 million during a 12-month period, the Mayor or executive independent agency or instrumentality shall submit the proposed contract to the Council for review and approval in accordance with the criteria established in this section.

### **A.5 Design Fees and Incentives**

As will be more fully described in the Form of Contract, the selected 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 the Offeror’s costs associated with the preparation of: (i) development of a set of design documents for the Project (including a concept design, schematic design, design development drawings, a Permit Set of construction documents, and an issued-for-construction set of documents); (ii) furthering the design documents for the Project; and (iii) providing construction administration services. The services to be provided under **Section B.2** constitute the preliminary design and design phase services to be performed by the A/E (the "Design Phase Services"). The services to be provided under **Section B.3** constitute the construction documents and construction phase services to be provided by the A/E (the "Construction Phase 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. The services to be provided under **Section B.2** constitute the preliminary design and design phase services to be performed by the A/E (the "Design Phase Services"). The services to be provided under **Section B.3** constitute the construction documents and construction phase services to be provided by the A/E (the "Construction Phase Services").

Offerors shall submit, on the Offeror's letterhead, an Offer Letter in substantially the form of (**Exhibit F**) of this RFP that includes the proposed Design Fee, and hourly rates.

The Department desires to have the A/E develop a phasing plan to accommodate the Project as necessary. The cost of developing phasing plan shall be included in the Offeror's Design Fee.

The Form of Contract (**Exhibit I**) will provide for the retention of 5% of the firm fixed price, 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 Campaign Finance Reform Act**

The Contractor agrees to comply with the Campaign Finance Reform Act certification requirement pursuant to D.C. Official Code § 1-1161.01 et al. and will satisfy all self-certification requirements prior to the execution of any task order, as applicable (**Exhibit P**).

#### **A.8 Project Schedule**

The preliminary Project milestone schedule for the Project is as follows:

Submit Program	2 weeks after award
Submit Concept Design	6 weeks after award
Issue CMAR Contractor RFP	8 weeks after award
Submit Schematic Design	10 weeks after award
Notice to Proceed for CMAR Contractor	21 weeks after award
Submit 100% Furniture package	22 weeks after award
Submit 100 % Design Development	23 weeks after award
Furniture Bidding	26 weeks after award
Select Vendor Price Proposal	28 weeks after award
Submit 90% Permit Documents	35 weeks after award
Submit Permit Set to DOB	37 weeks after award
Submit 100% Construction Documents	42 weeks after award
Trade Bidding	44 weeks after award
GMP Finalized	47 weeks after award
GMP Approval by Council	57 weeks after award
Construction	57 weeks after award

Certificate of Occupancy  
Substantial Completion Date

92 weeks after award  
May 9, 2025

### **A.9 Disincentive Fee for Failure to Timely Submit Deliverables**

The A/E shall provide the deliverables in accordance with the requirements in the RFP and Form of Contract to the Department's Program Manager and in the referenced instances to the Contracting Officer.

The A/E acknowledges that the Department is engaging the A/E to provide design support services to minimize the potential for cost overruns, schedule delays or the need for extensive value engineering/re-design late in the Project and that the reports and/or deliverables required under Article 3 of this Contract are key to realizing the value of such services. In the event the A/E fails to deliver any of the reports or key design deliverables required in this Section (and unless such failure is the result of any event of Force Majeure), the A/E shall be subject to a disincentive fee in an amount of Five Thousand Dollars (\$5,000) plus Five Hundred Dollars (\$500) per day after receiving written notice from either the COTR or the Contracting Officer of failure to submit such report.

### **A.10 Key Personnel Replacement Disincentive Fee**

All members of the A/E's Key Personnel in **Section B.4** shall be subject to a replacement disincentive fee for their removal or reassignment by the A/E except in circumstances arising from reasons beyond the A/E's control (i.e. due to retirement, resignation, termination, etc.). In each instance where the A/E removes or reassigns one of the key personnel as being subject to such replacement fee (but excluding instances where such personnel become unavailable due to death, disability or separation from the employment of the A/E or any affiliate of the A/E) without the prior written consent of the Department's Designated Representative, the A/E shall owe to the Department the sum of Twenty Five Thousand dollars (\$25,000) as a replacement fee and not a penalty, to reimburse the Department for its administrative costs arising from the A/E's failure to provide the Key Personnel and remittance of replacement disincentive fees may be effected via deductions from payments owed to the A/E. The foregoing amount shall not bar recovery of any other damages, costs or expenses other than the Department's internal administrative costs. In addition, the Department shall have the right, to be exercised in its sole discretion, to remove, replace or to reduce the scope of services of the A/E in the event that a member of the Key Personnel has been removed or replaced by the A/E without the consent of the Department. In the event the Department exercises the right to remove, replace or to reduce the scope of services of the A/E, the Department shall have the right to enforce the terms of this Agreement and to keep-in-place those members of the A/E's team not removed or replaced and the remaining members shall complete the services required under this Agreement in conjunction with the new members of the A/E's team approved by the Department.

### **A.10 Exhibits**

<b>Exhibit A</b>	Specifications for Recreation Center Facilities
<b>Exhibit B</b>	DPR Standard Signage

<b>Exhibit C</b>	DGS Project Closeout Protocol
<b>Exhibit D</b>	Standards and Practices for Communications Environments
<b>Exhibit E</b>	Service Contract Act
<b>Exhibit F</b>	Form of Offer Letter/Price Proposal Form
<b>Exhibit G</b>	Offeror's Certification Form
<b>Exhibit H</b>	Tax Certification Affidavit
<b>Exhibit I</b>	Form of Contract
<b>Exhibit J</b>	Standard Contract Provisions for Architectural and Engineering Contracts
<b>Exhibit K</b>	Equal Employment Opportunity Policy Statement
<b>Exhibit L.1</b>	First Source Employment Agreement (Non-Construction)
<b>Exhibit L.2</b>	First Source Revised Employment Plan
<b>Exhibit M</b>	2023 Living Wage Act Fact Sheet
<b>Exhibit N</b>	Past Performance Evaluation Form
<b>Exhibit O</b>	SBE Subcontracting Plan
<b>Exhibit P</b>	Campaign Finance Reform Act - Self-Certification Form

**SECTION B  
SCOPE OF WORK**

**B.1 General Provisions**

**B.1.1 Project Description**

In general, the selected A/E will be required to provide a full range of architectural and engineering services necessary to renovate and modernize a pool facility to meet the Department’s programmatic requirements. These services will include both architectural services and engineering services. The selected A/E will be required to design the following facilities and site amenities to implement the scope items listed below for the Rosedale Pool Replacement.

- a. The scope of work includes but is not limited to the following programmatic requirements.

<b>Indoor Amenities:</b>	<b>Outdoor Amenities:</b>
1. <b>Demolition and removal of existing mechanical systems for the pool facilities.</b>	1. Demolition and removal of existing baby pool.
2. <b>Installation of new mechanical systems (including automated water treatment system) for the pool facilities. Mechanical systems to be housed in existing equipment/pump rooms.</b>	2. Demolition and removal of existing wall separating lap pool from main pool.
	3. Demolition and removal of two (2) existing water slides.
	4. Splash pad.
	5. Two (2) additional lanes to lap pool and increase lap pool length to twenty-five (25) yards.
	6. Three (3) additional water play features in main pool.
	7. New pool deck.
	8. Shade structures at pool deck.



	9. Replacement of non-functional deck showers.
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b. The following items are also part of the programmatic and overall scope of work requirements.

i. **Furnishings - Site:** Furnish and install site furnishings such as deck chairs and tables, and trash/recycling receptacles.

ii. **Exterior Landscaping:**

- Furnish and install new ground cover plantings such as shrubs and native plantings at locations to be determined by DGS and DPR.
- Provide arborist service for tree protection. The arborist shall evaluate the condition of the existing trees prior to design, and throughout the Project, including during construction. Extensive coordination with the District Department of Transportation - Urban Forestry Division (“UFD”) will be required, to maintain the health of the existing trees.
  - Heritage Trees to be preserved
- A minimum of three (3) meetings with UFD (including on-site meetings) shall be planned. Tree protection, as directed by UFD, in coordination with the arborist, shall be employed throughout the Project.

iii. **Mechanical Systems:** Provide A/E services for the demolition and removal of existing mechanical systems for the pool facilities and replacement with new systems. New mechanical systems to be housed in existing equipment/pump rooms. New water treatment system must perform constant monitoring of chemical levels and automation of chemical additives to meet pool water requirements.

iv. **Splash Pad** - Provide A/E services for new splash pad area accessible from pool deck.

v. **Lap Pool:** Provide A/E services to add at least two (2) lanes to the existing lap pool and increase the length to be twenty-five (25) yards.

vi. **Main Pool:** Provide A/E services to increase the capacity of the main pool. Main pool shall be connected to the lap pool and have at least three (3) additional new water play features. Main pool shall have a beach entry.

- vii. **Pool Deck:** Provide A/E services to demolition and remove existing deck and provide a new concrete deck.
- viii. **Shade Structures:** Provide A/E services for shade structures at the pool deck.
- ix. **Deck Showers:** Provide A/E services to replace existing non-functional deck showers.
- x. **Utilities:** Provide A/E services for utility services to pool facility. Coordinate with all utility agencies including, but not limited to, DC Water, Pepco, and DOEE.
- xi. **Exterior Signage:** Provide all labor and materials to furnish and install DPR standard signs that reflects language for Pool Rules and notification of a Drug Free Zone, Pool Name signage. A/E shall need to consider all DGS and DPR Building Standards, standard graphics, and language for Park Rules, Drug Free Signage, and Park Name Signage per DPR's standard park signage included as (**Exhibit B**).
- xii. **Security System:** Provide A/E services to coordinate with DGS Protective Services Division and OCTO to incorporate site security requirements. A/E shall consider OCTO requirements included in (**Exhibit D**).
- xiii. **U.S. Green Building Council LEED® LEED Silver:** DGS has committed to a minimum target of U.S. Green Building Council LEED® Silver Certification for new building construction. This requires the achievement of several mandatory prerequisites and a minimum of 50 credit points across seven primary categories. The team aspires to achieve the highest LEED® certification level possible for this project while investing in strategies that result in the most positive impact and economy. A preliminary LEED scorecard review indicates that silver certification is achievable.
- xiv. **American Disabilities Act:** A/E shall meet 2010 ADA standards and the requirements of the Office of Disability Rights. The work must comply with current accessibility guidelines and criteria; American Disabilities Act/American Disabilities Act Accessibility Guidelines (ADA/ADAAG), International Building Code IBC 2012, Local/State Codes, 504 Rehabilitation Act of 1973, Title 2 of the ADA Act.

### **B.1.2 Project Manager.**

At its discretion, the Department may hire a project manager ("Project Manager" or "PM") to provide certain program management functions. The Project Manager shall, act solely for the benefit of the Department, not the A/E. The Project Manager shall not have the authority to modify any of the rights or obligations of the Department or the A/E pursuant to this Agreement, or to

issue Change Orders or Change Directives. The A/E hereby acknowledges and agrees that only a duly authorized contracting officer shall have the authority to issue Change Orders or Change Directives on the Department's behalf. As of the date that this Agreement is signed, the Department's duly authorized contracting officers are as set forth in **Section B.1.8**. Unless otherwise provided herein, all deliverables hereunder shall be submitted to the PM.

### **B.1.3 General Description of A/E's Duties.**

It is the intent of the Parties that the A/E provide all architectural, engineering, and other services necessary to develop a design for the Project that is consistent with the Department's programmatic, budgetary, and schedule requirements for the Project, and to produce the required deliverables. The A/E shall provide all required services in a timely manner to permit DPR to occupy the facility no later than the Substantial Completion Date, identified in **Section A.8**. Without limiting the generality of the foregoing, it is understood and agreed that the A/E shall be responsible for all aspects of the design. The A/E's services shall include, but are not limited to: (i) engineering services including the civil, structural, mechanical, electrical and plumbing engineering disciplines as well as any appropriate specialty sub-consultants; (ii) the design of FF&E; (iii) providing a site survey; (iv) sustainable design initiatives; (v) engaging the services of a geotechnical engineer; and (vi) engaging, consulting with, advising, and coordinating with the CMAR such that the Project is substantially complete by the Substantial Completion Date, unless otherwise subsequently amended herein or in the CMAR's agreement with the Department for completion of the Project.

### **B.1.4 Time is of the Essence.**

Time is of the essence in the performance of the A/E's obligations per **Section A.8**.

### **B.1.5 Department's Designated Representatives and Contracting Officers.**

The Department's representatives and contracting officers for this Project are:

George G. Lewis, CPPO  
Chief Procurement Officer  
Department of General Services  
3924 Minnesota Avenue NE  
Washington, DC 20019  
Office Phone: (202) 478-5727  
[george.lewis@dc.gov](mailto:george.lewis@dc.gov)

Obaidullah Ranjbar  
Contracting Officer  
Department of General Services  
3924 Minnesota Avenue NE  
Washington, DC 20019  
[obaidullah.ranjbar@dc.gov](mailto:obaidullah.ranjbar@dc.gov)

Although day-to-day communications with the A/E shall be routed through the Project Manager only the individuals specified in this **Section B.1.5** have the authority to alter the terms of this Agreement. Without limiting the generality of the foregoing, **it is understood and agreed that the Project Manager shall not have the authority to: (i) increase the A/E's fee or the not-to-exceed amount established herein; (ii) authorize any additional work; or (iii) increase the overall Project budget or the specified design-to-budget.**

### **B.1.6 Project Budget.**

The Project has a hard cost construction budget of \$5,000,000.00 for the work required to complete the Project (the "Budget"). Such Budget is intended to cover construction costs, and the CMAR's fees, and general conditions, and all cost estimates shall be prepared based on such components. Any increases to such Budget must be approved by the Department's Budget representative (the "Budget Representative"). As used herein, the term "Budget Representative" shall mean a Contracting Officer. Any increase to the Budget shall only be effective if such authorization is signed by the Budget Representative. For the avoidance of doubt and as more fully set forth herein, the A/E further understands and agrees that it will manage its work in accordance with the Budget Requirements set forth herein.

### **B.1.7 Land Use Entitlements.**

The Parties acknowledge that the design for the Project may require various land use approvals. The Parties anticipate that the approval of the following bodies may be required:

- a. Commission of Fine Arts
- b. Office of Zoning
- c. Office of Planning
- d. Historic Preservation Office

The A/E shall endeavor to obtain from the bodies listed above the approvals required in order for the Project to proceed. The A/E shall utilize as part of their team necessary consultants, including land use attorneys to prepare such materials and make such presentations as necessary to obtain the required land use and entitlement approvals. The A/E acknowledges that the aspects of the design for the Project may need to be revised or redesigned in order to obtain such approvals, and the fixed fee set forth herein includes sufficient amounts for such redesign.

### **B.1.8 Permits.**

In addition to securing land use approvals, the Parties anticipate that permits will be required from the following bodies:

- a. District of Columbia Department of Buildings ("DOB")
- b. District of Columbia Department of Energy and the Environment ("DOEE")
- c. District of Columbia Department of Transportation ("DDOT")
- d. District of Columbia Water and Sewer Authority ("DCWSA")

The A/E will be required to respond to comments provided by the regulatory agencies on the design documents as contemplated in this Agreement.

The A/E shall be responsible for preparing and submitting all of the required permit applications that are necessary to complete the Project. The A/E shall develop a list of the required permits and shall track the progress of all such permits through the review process. The A/E shall engage such permit expeditors as the A/E deems necessary or appropriate in light of the Project's schedule. The A/E shall be responsible for obtaining any building permits and clearances.

### **B.1.9 Meetings.**

The A/E and the Project Manager shall meet as necessary to review A/E's work. The A/E shall be responsible for providing agendas and meeting minutes for all Project meetings. The A/E shall provide the team with meeting minutes within three (3) business days of the meeting.

### **B.1.10 Use of 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.1.11 Close-Out, As-Built Drawings**

The A/E is responsible for following DGS' standard close out procedures and delivering close out documents as outlined in DGS' Project Turnover Protocol found in (**Exhibit C**). The A/E shall be responsible for scheduling and carrying-out all necessary trainings.

- a. **Punchlist.** At the end of construction, the A/E shall perform a walk-through inspection in the presence of the Project Manager, prepare a punch list and report stating any deficiencies found during the walk through, and ensure that all the deficiencies are corrected by the CMAR Contractor prior to demobilization. The CMAR Contractor shall be responsible for correcting all deficiencies within thirty (30) calendar days of Substantial Completion.
- b. **Close Out Documents.** No later than thirty (30) days following the Substantial Completion Date, the A/E shall prepare and submit: (i) a complete set of its Project files; (ii) a set of record drawings; (iii) CAD/BIM files; and (iv) any additional documentation required by the Turnover Protocol Document (**Exhibit C**). The A/E shall prepare an "as-built" plan of the site including all the modifications performed during construction, within 30 days of completion.
- c. **Close Out Submittals.** The CMAR Contractor shall submit to the Project Manager for review and approval all close out documents. No later than thirty (30) days following the Substantial Completion Date. The Project Manager shall review and approve or reject submittals within five (5) business days of receipt. Project Manager review is contingent upon A/E submittal approval. A/E shall review and approve all close out submittals prior to submitting to DGS/DPR Project Manager for review. Submittals must contain architect's stamp indicating approved as noted, rejected, revise and resubmit, approved, etc. All close out submittals shall be submitted to DGS/DPR Project Manager via ProjectTeam.

### **B.1.12 Design Tools.**

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

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

### **B.2.1 Program Verification and Concept Design Phase**

#### **B.2.1.1 Services and Deliverables:**

During this phase, the A/E shall be required to develop a complete project program 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:

- a. Meet with the DGS/DPR Project Team to kick-off the Project. 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 team as outlined in the 2016 DGS Projects Turnover Protocol (**Exhibit C**). The A/E shall complete a Meeting Summary from this meeting and distribute to meeting attendees for review.
- b. Conduct workshops with DGS, DPR staff, as well as other stakeholders, in order 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 new community center. The A/E must also provide a report of findings.
- c. Conduct one (1) community focus meetings to develop programming and solicit input.
- d. Conduct life safety/building code analysis to verify compliance of design with all current applicable codes recently adopted and/or adopted by Washington, DC, including the 2013 District of Columbia Building Code, the 2013 District of Columbia Green Construction Code, the 2013 District of Columbia Energy Conservation Code, the 2013 District of Columbia Fire Code, the 2013 District of Columbia Mechanical Code, and the 2013 District of Columbia Plumbing Code.
- e. Conduct LEED Workshops with design team and DGS representatives to identify sustainable design strategies to be included in design, to the greatest extent possible to achieve LEED Silver certification.
- f. Participate in Value Engineering workshops, as required, with the DGS representatives.

- g. Prepare and submit Environmental Impact Screening Form (“EISF”).
- h. Conduct a storm water management study.
- i. Conduct a hazardous materials survey.
- j. Conduct a photometric analysis to maximize visibility, safety, and efficiency.
- k. Request and receive hydrant flow test.
- l. Perform alternative mechanical systems evaluation and recommend selection.
- m. Confer with the Department’s IT representatives/consultants to verify technological requirements for the Project.
- n. Confer with the District of Columbia Protective Services Division (“PSD”) to establish security and safety requirements.
- o. Attend one (1) meeting with the Advisory Neighborhood Commission (“ANC”) Commissioner and Community to provide a presentation and receive feedback on the concept design.
- p. Present the design to the Commission of Fine Arts (“CFA”), Office of Planning (“OP”), and other regulatory agencies as required.
- q. Program Verification
  - i. Develop a program of needs for the Project, which shall include but shall not be limited to the aforementioned indoor and outdoor amenities outlined in the Scope of Work. The A/E shall present a draft to DGS, receive DGS comments, and modify the draft into a final Program Document.
- r. Draft Conceptual Plans
  - i. Based on input obtained through the process outlined in the Project Scope of Work, as well as information provided in (**Exhibit A**) - Specifications for Recreational Facilities, Stakeholder Interview, and Public Workshop, the selected A/E will work to determine the Concept Design.
  - ii. Develop up to three (3) conceptual designs and cost estimates for the Project that provide alternatives to addressing the identified recreational, social, and cultural needs. The selected A/E will make any appropriate modifications based on DGS comments prior to presenting the concept(s) to the public.
- s. Draft Final Conceptual Plan.

The selected 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 selected A/E will make any appropriate modifications prior to presenting the concepts to the public.

- t. 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.
- u. 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.2.1.2 Deliverables:**

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

- a. Historic resources survey;
- b. Survey of existing conditions;
- c. Flow Test Results;
- d. Results of Hazardous Materials Survey;
- e. Geotechnical survey;
- f. Topographic survey;
- g. Record of accepted LEED strategies;
- h. Record of accepted Value Engineering strategies;
- i. Environmental Impact Screening Form ("EISF") submission;
- j. Entitlement and Zoning Analysis;
- k. Phase 1 Environmental Assessment;
- l. Summary of Required Agency Review, Timetables, including but not limited to: Office of Planning ("OP"), Commission of Fine Arts ("CFA"), National Capital Planning Commission ("NCPC"), and Historic Preservation Office ("HPO") to include a preliminary archeological study, if applicable;



- m. Architectural Concept Development;
  - i. Development of final master site plan;
  - ii. Building plans and massing diagrams;
  - iii. Program Document;
  - iv. Preliminary cost estimates;
  - v. Project schedule; and
  - vi. Preliminary Phasing Plan;
- n. Meeting minutes of standing Project meetings and Design Review Meetings; and
- o. Construction Cost Estimate.

**B.2.1.3 Review and Revisions to Concept Design Submission.**

The A/E shall submit the revised concept design submission to DGS for review and comment by DPR and DGS. Following review of the revised concept design submission by DPR and the Department, the A/E shall make any further revisions to the concept design submission as necessary to incorporate comments, feedback and other direction provided by DPR and the Department. The A/E's pricing shall include such revisions, and such revisions shall not entitle the A/E to additional compensation.

**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 \$5,000,000.00 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 B.2.2.1 Services & Deliverables:**

In general, the A/E shall be required to undertake the following tasks and submit to the Department:

- a. Utilize findings and final concept plans, perform site visits as necessary, attend and/or facilitate meetings with stakeholders and District staff to review the 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 in compliance with the 2016 DGS Projects Turnover Protocol.
- b. 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 with CFA/NCPC for review and approval as necessary.

- c. Coordinate the work of the MEP/FP, AV/IT/Security design, and Lighting consultants as necessary.
- d. 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 with CFA/NCPC for review and approval as necessary.
- e. 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.
- f. 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.
- g. Prepare a PowerPoint presentation to be presented virtually. Presentation shall be in full color and include at least one (1) 3-D rendering.
- h. LEED and Certification work as required. Conduct a LEED kick-off session to determine the strategy for achieving LEED certification and to determine team responsibilities.
- i. 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.
- j. Prepare and submit one (1) electronic copy in PDF, of Schematic Design Documents, Preliminary Specifications, Schematic Cost Estimate to the Project Manager for review and approval (30% plan review). Components to include, but are not limited to:
  - i. Digital site plans, paving layouts, traffic circulation.

- ii. Digital floor plans, building circulation, ADA requirements.
- iii. Preliminary building elevations and sections.
- iv. Design Narrative.
- v. Plan-to-Program Comparison (Plan-to-Program Test Fit).
- vi. Exterior elevations, rendering and color/finish palette.
- vii. Critical building sections and details.
- viii. Relevant right of way information such as easements, building setbacks etc.
- ix. Location of utilities and sizes.
- x. Stormwater management.
- xi. Preliminary MEP systems.
- xii. LEED information as appropriate.
- xiii. Copies of all surveys and reports.
- xiv. Updated schedule and cost estimate. Submit an early estimate for the modernization with a magnitude of error of Not to Exceed +/- 10% of the Project hard cost budget.
- xv. If Value Engineering is necessary, it should be executed at this stage of the design submission with all the stakeholders.
- xvi. Meeting minutes of Preliminary Design Review Meetings.
- xvii. Conduct DOEE, DOB, DDOT, and DC Water Preliminary Design Review meetings.
- xviii. If it is necessary for the Project early inquiry with Public Utility Companies PEPCO and Washington Gas as well as Verizon should be conducted.

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.2.2.2 Schematic Design Budget Estimate.**

While the preliminary schematic design submission is under review by DPR and the Department, the A/E shall prepare a detailed cost estimate of the schematic design with a magnitude of error of Not to Exceed +/- 10% of the Project hard cost budget. With regard to building systems (i.e. mechanical, water treatment, electrical, etc.), the cost estimate shall be prepared on a "system" basis that identifies the key building systems or functions and allocates an estimated cost for each such system. The primary purpose of such cost estimate is to aid the Department and DPR in understanding the costs associated with key elements of the Project to better prioritize and manage the use of the funding allocated to this Project. The A/E will be required to break out the landscaping costs by Project element (e.g., pathways; playground; fountain; etc.) as directed by the Department. The cost estimate shall be submitted within two (2) weeks of the submission of the schematic design submission. The cost estimate shall be updated to reflect any changes resulting from DGS' and DPR's review of the schematic design and incorporated into the approved schematic design (such estimate, the "Approved Schematic Design Estimate").

#### **B.2.2.3 Review and Revisions to Schematic Design Submission.**

The A/E shall submit the schematic design submission to DGS for review and comment by DGS and DPR. Following review of the schematic design submission by DPR and the Department, the A/E shall make revisions to the schematic design submission as necessary to incorporate comments, feedback and other direction provided by DPR and the Department. The A/E's pricing shall assume that such revisions will be required, and such revisions shall not entitle the A/E to additional compensation.

#### **B.2.2.4 Value Engineering Memorandum.**

To the extent that the Schematic Design Budget Estimate exceeds the available funding or the A/E believes that there are value engineering ideas that could materially reduce the Project's overall cost without adversely impacting the Project's intended functionality, the A/E shall prepare and submit a memorandum that outlines potential value engineering ideas. Such memorandum shall be submitted to the Department no later than one (1) week after the submission of the Schematic Design Budget Estimate. The A/E shall meet with the Department as necessary to reach agreement on which, if any, of the value engineering options should be pursued. To the extent the Department directs the A/E to proceed with one or more of the value engineering options, the A/E shall revise its Schematic Design Budget Estimate to reflect the inclusion of such items, and to the extent requested by the Department, the schematic design shall also be revised to reflect such approved value engineering.

**B.2.2.5** At the end of the Schematic Design Phase, the A/E shall seek and obtain in writing from the Department's Budget Representative Confirmation of the hard cost construction budget, i.e. the Design-to-Budget. For the avoidance of doubt, in the absence of any adjustment to the previously approved Design-to-Budget by the Department's Budget Representative, the A/E shall be required to design to the previously approved Design-to-Budget. The A/E shall use its best efforts to develop the design development documents and all subsequent design documents in a manner that is consistent with the Design-to-Budget.

### **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" or "DDs"). 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:

- a. Coordination 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.
- b. Perform site visits as necessary and attend/facilitate meetings with District staff as necessary to develop and progress Design Development Documents. Incorporate VE options chosen by DGS.
- c. Complete code analysis and drawing.
- d. Coordinate the work of the MEP/FP, AV/IT/Security design, and Lighting consultants as necessary.
- e. 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 with CFA/NCPC for review and approval as necessary.
- f. Meet and coordinate with regulatory, reviewing, and stakeholder agencies as necessary.
  - i. Present the design to CFA, NCPC, OP, and other regulatory agencies as required.
  - ii. Achieve CFA approval and NCPC preliminary approval
- g. Progress LEED Certification work as required. Update LEED Scorecard.
  - i. Register the Project with U.S. Green Building Council (“USGBC”) to obtain LEED certification and pay all registration fees.
  - ii. The fee for LEED submission will be submitted as a reimbursable expense.
- h. 35% (minimum progress) documents for all technical disciplines, drawings, specifications, and MEP calculations.
- i. Prepare one (1) electronic copy in PDF of Design Development Documents including Detailed Specifications, Cost Estimate, and schedule to the District staff for review and approval (60% plan review). Components to include, but are not limited to:
  - i. Site plans, paving layouts, traffic circulation, lighting, signage, and utilities.

- ii. Floor plans, Structural, Civil, Architectural, MEP, Fire Protection, and Landscaping.
  - iii. Exterior elevation, rendering and color/finish palette.
    - Materials and finishes (up to two color/finish palette options) for selection.
    - Materials and finishes to be presented in loose physical materials delivered to DGS and DPR Offices. Addresses to be provided by the Department.
    - Materials and finishes shall be numbered and correspond to numbered elevations and renderings.
  - iv. Building sections and details as required.
  - v. Interior elevations, casework and millwork elevations as required.
  - vi. Stormwater management.
  - vii. Food service or other equipment as required.
  - viii. LEED information as appropriate.
  - ix. Specifications for materials, systems, and equipment.
  - x. Updated Schedule.
- j. A reconciliation report that addresses issues raised by the Contractor as a result of the 60% progress printing.
  - k. Respond in writing to all District comments on plans.
  - l. Coordinate furniture, fixtures, and equipment requirements (“FF&E”).
  - m. 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.
  - n. Prepare a PowerPoint presentation to be presented virtually. Presentation shall be in full color and include at least one (1) 3-D rendering.
  - o. Coordinate final utility plans as required.
  - p. Act as scribe for all design related meetings. Distribute meeting minutes to all attendees.
  - q. 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 Baseline Schedule bi-weekly updates.
  - r. Baseline Schedule bi-weekly updates.
  - s. Submit the A/E’s revised estimate for the Cost of the Project with a Maximum +/- 5% of the applicable Project’ budget.

- t. Meeting minutes of standing Project meetings and Design Review Meetings

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.2.4 Furniture Selection and Coordination**

### **B.2.4.1 Services & Deliverables:**

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.

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. 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. 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; and
  - iv. Furniture, Fixture, and Equipment Schedule.

- g. Prepare 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 punchlist. 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 punchlist 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.3 Construction Documents And Construction Phase Services**

#### **B.3.1 Permit Set**

##### **B.3.1.1 Services & Deliverables:**

The A/E shall be required to develop a Permit Set of construction documents. The Permit Set shall represent the further progression of the approved DDs together with any value engineering strategies approved by the Department. The Permit Set shall be construction documents progressed to approximately 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. In general, the A/E shall be required to undertake the following tasks and submit to the Department:



- a. Progress design from Design Development Documents and prepare Construction Documents to include detailed and coordinated drawings and specifications.
- b. Coordinate the work of the MEP/FP, AV/IT/Security design, and Lighting consultants as necessary.
- c. 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 with CFA/NCPC for review and approval as necessary.
- d. Progress LEED Certification work as required. Update LEED scorecard. Conduct a LEED review meeting to track the progress of the design against the LEED scorecard.
- e. Submit one (1) electronic PDF copy of the complete sets of Construction Documents, Specifications and the A/E Cost Estimate and schedule to DGS for review (90% plan review).
- f. Attend follow up meetings and coordinate with regulatory agencies, Fire Marshall, DGS Facilities personnel, and others as necessary.
- g. Obtain all required signatures on plans.
- h. Complete Platting and record Plat.
- i. Complete final coordination with utilities and service providers as necessary.
- j. Attend and participate in community meeting(s) to update community regarding the Project.
- k. Prepare a PowerPoint presentation to be presented virtually. Presentation shall be in full color and include at least one (1) 3-D rendering.
- l. Submit appropriate number of copies of plans to applicable District regulatory agencies for permit review. Upload all documents to DOB’s permit document review website in accordance with their instructions.
- m. Coordinate with all District regulatory agencies and permit reviewers as necessary.
- n. An Environmental Impact Screening Form (“EISF”) will be required and shall be the responsibility of the selected Offeror.

- o. Correct plans to reflect issues noted by regulatory agencies and permit reviewers as required. Re-submit for additional review and approval as required.
- p. Act as scribe for all design related meetings. Distribute meeting minutes to all attendees.
- q. 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.
- r. Prepare application and submit documents for building permit.

**B.3.2** The A/E shall incorporate into the Permit Set the design requirements of governmental authorities having jurisdiction over the Project. In addition, the A/E shall (a) define, clarify, or complete the concepts and information contained in the Permit Set; (b) correct design errors or omissions, ambiguities, and inconsistencies in the Permit Set (whether found prior to or during the course of construction); and (c) correct any failure of the A/E to follow written instructions of the Department during any phase of design services or the construction of the Project provided they are compatible with industry standards.

The design shall also incorporate any value engineering strategies approved by the Department.

**B.3.3** Following the Department's review and approval of the Permit Set, the CMAR Contractor will solicit bids from trade subcontractors based on these documents. The A/E shall respond to Request for Information (RFIs) and provide A/E's Supplemental Instructions (ASIs) during such bidding process without additional cost to the Department or the CMAR Contractor. Based upon the trade pricing received by the CMAR Contractor, the A/E shall engage in additional value engineering efforts to return the Project to budget. The Permit Set Phase shall not be considered complete unless and until GMP for the Project is agreed upon.

#### **B.3.4 Issued for Construction (IFC) Documents**

##### **B.3.4.1 Section 3.4.1 Construction Documents.**

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 one electronic PDF copy of the IFC Set to DGS (100% Construction Documents).

### **B.3.5 Bidding and Construction Administration Services**

#### **B.3.5.1 Bidding.**

The A/E firm shall provide support to the CMAR Contractor and the Department as necessary to support the bidding of trade subcontracts. Unless otherwise agreed 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). These services shall include, but are not necessarily limited to:

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

#### **B.3.6 Construction Administration.**

The A/E firm 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 shall include, but are not necessarily limited to:

- a. Attend biweekly progress meetings. A/E site visits, one (1) time per week, are included in the base fee.
- b. Review and process shop drawing submissions, submittals, RFI's, etc.
- c. Prepare meeting notes and records of decisions/changes made.
- d. Conduct punchlist inspections
- e. Review closeout documents for completeness. Coordinate with CMAR Contractor to produce a maintenance schedule. Close-out documentation shall comply with the 2016 DGS Project Turnover Protocol included as (**Exhibit C**).
- f. Progress LEED Certification work as required.
- g. Submit final LEED templates for review by GBCI and respond to any comments received.
- h. 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.

- i. At the completion of the project, A/E shall provide a set of Record Documents to DGS. The Record Documents are the construction documents with the incorporation of major design modifications made during the Construction Phase.
- j. Upon completion of the Project, A/E shall generate a punchlist and provide follow up walkthrough.

#### **B.3.6.1 Deliverables.**

In addition, the A/E shall provide the following deliverables during this phase:

- a. Meeting minutes;
- b. RPI Responses;
- c. Submittal Reviews;
- d. ASI's and/or other clarification documents;
- e. Punchlists;
- f. Closeout document review comments;
- g. As-Built Drawings; and
- h. Record Drawings.

#### **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 Architect; (iii) the Project Designer; (iv) the lead MEP engineers; (v) civil engineer; (vi) the lead structural engineer, and (vii) pool consultant. **The A/E will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement.** The key personnel specified in the contract are considered to be essential to the work being performed. 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.7 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, (**Exhibit E**). Service Contract Wage Schedules are available at [www.wdol.gov](http://www.wdol.gov).

## **B.8 First Source Employment Agreement and Employment Plan**

The A/E shall ensure that at least fifty-one percent (51%) of each firm and every subconsultant's and subcontractor's employees hired after the effective date of the Contract, or after such subconsultant or subcontractor enters into a contract with 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. In addition, the A/E shall use commercially reasonable best efforts to comply with the workforce percentage goals established by the recently adopted amendments to the First Source Employment Agreement Act of 1984 (D.C. Code §§ 2-219.01 *et seq.*) and any implementing regulations.

## **B.9 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 2023, (**Exhibit M**), as amended (codified as D.C. Official Code §§ 2-220.01 *et seq.*) and its implementing regulations.

## **B.10 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 (**Exhibit K**). A contract award cannot be made to any contractor that has not satisfied the equal employment requirements.

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

The Department of General Services Standard Contract Provisions for Architectural and Engineering Contract (**Exhibit J**) are applicable to this procurement.

## **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 LSDBE Participation**

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

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

**C.2.1.1** Unless the Director of 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.2.2 Subcontracting Plan**

An Offeror responding to this RFP which is obligated to subcontract shall be required to submit with its Proposal, any subcontracting plan required by law. Offeror's responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law. If the Agreement is in excess of \$250,000, at least 35% of the dollar volume of the Agreement shall be subcontracted with a CBE, 35% with small business enterprises ("SBE") and 15% with resident owned business enterprises ("ROB").

Though the above requirements exceed the statutory requirements set forth in the Small and Certified Business Enterprise Development and Assistance Amendment Act of 2014, the Department desires the selected A/E to provide the maximum level of participation for SBEs, CBEs, and ROBs, and views these goals as a minimum with potential to far exceed.

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.2.3 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 Contracting Officer (“CO”), the District of Columbia Auditor and the Director of DSLBD.

### **C.2.4 Subcontracting Plan Compliance Reporting**

**C.2.4.1** If the prime contractor has a subcontracting plan required by law for the proposed contract, the prime contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

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

**C.2.4.2** 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.2.5 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.2.6 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.2.7 Enforcement and Penalties for Breach of Subcontracting Plan**

**C.2.7.1** A prime contractor shall be deemed to have breached a subcontracting plan required by law, if the prime contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other

required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

**C.2.7.2** A prime contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

**C.2.7.3** If the CO determines the prime contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in clause 8 of the SCP, Default.

**C.2.7.4** Neither the A/E nor a subcontractor may remove a subcontractor or tier-subcontractor if such subcontractor or tier-subcontractor is certified as an LSDBE company unless the Department approves of such removal, in writing. The Department may condition its approval upon the 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.2.8 Residency Hiring Requirements for Contractors and Subcontractors**

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

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

### **C.2.9 Economic Inclusion Reporting Requirements**

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

The A/E shall comply with subchapter X of Chapter II of Title 2 of the D.C. Code, and all successor acts thereto, including by not limited to the *Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011*, and the rules and regulations promulgated thereunder, and all successor acts thereto and the rules and regulations promulgated thereunder.

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

#### **C.2.10 Apprenticeship Act**

The D.C. Apprenticeship Act of D.C. Law 2-156, (as amended, the 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.3 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY**

**C.3.1** The Contractor 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.3.2** The Contractor 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 and any best and final offers ("BAFO(s)") requested and received in accordance with the provisions of D.C. Official Code § 2-356.04 of the Procurement Practices Reform Act of 2010, as amended, and Sections 2620 – 2633 of the District of Columbia Municipal Regulations ("DCMR").

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

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

The head of the contracting agency or designee shall appoint one (1) or more permanent or ad hoc architect-engineer evaluation board ("Evaluation Board") composed of members who, collectively, have experience in architecture, engineering, construction, and District and related procurement matters. Members of 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.

##### **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: (i) review the considerations upon which the recommendations are based; and (ii) make a final, independent determination regarding the order of preference of at least three (3) of the most highly qualified A/E firms based on the selection criteria in **Section D.3**.

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

Each Offeror's proposal and eligible A/E firm on file with the Department will be scored on a scale of 1 to 100 points. In addition, eligible Offerors and A/E firms on file with the Department will receive up to 12 preference points as described in **Section C.1** and **Section D.3.6** of this RFP for designation by DSLBD. Thus, the maximum number of points is 112.

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

- Past Performance on contracts with the District, other governmental entities, and private industry in terms of cost control, quality of work, and compliance with performance schedules – A/E and sub-consultants **(20 points)**.
- Professional qualifications necessary for satisfactory performance of the required A/E services **(20 Points)**.
- Specialized Experience and Technical Competence in the type of work required under this RFP– A/E and its sub-consultants Key Personnel **(30 points)**.
- Capacity to accomplish the work in the required time – A/E and its sub-consultants Key Personnel **(10 points)**.
- Acceptability of Design Approach and Management Plan **(20 points)**.
- DSLBD Preference Points **(up to 12 Points)**.

#### **D.3.1.1 Past Performance on contracts with the District, other governmental entities, and private industry in terms of cost control, quality of work, and compliance with performance schedules – A/E and sub-consultants (20 points).**

Offerors will be evaluated based: (i) past performance on contracts with the District, other governmental entities, and private industry in terms of cost control, quality of work and compliance with performance schedule; and (ii) the Offeror's past performance working with its proposed sub-consultants. This element of the evaluation will be worth up to twenty (20) points.

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

- A. List of all projects that the Offeror A/E and its sub-consultants have worked on in the last 5 years that are similar to this Project. For purposes of this paragraph, similar shall mean projects where the Offeror has served as the lead design consultant for a public facility or

recreation/community center (include if they were in an urban setting). This information may be provided in an overview matrix format or brief list; however, it should include the name and location of the facility, the name of the owner, the time frame of the project, the original budget for the project, and whether the project was delivered on-time and on budget. If a project was not delivered on-time or on budget, a brief description of the reasons should be provided.

- B. The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms (**Exhibit N**), are completed on behalf of the A/E and submitted directly to the Department's POC stated on **Section F.1** by the due date for Proposals as specified in **Section E.3**. A minimum of two (2) Past Performance Evaluation forms for each sub consultant should be incorporated in the Offeror's technical Proposal.

**D.3.1.2** Professional qualifications necessary for satisfactory performance of the required A/E services (20 Points).

Offerors will be evaluated on: (i) professional qualifications for satisfactory performance designing recreation centers; and (ii) demonstrated experience working as a lead designer in the past five (5) years for construction projects. This element of the evaluation will be worth up to twenty (20) points.

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

- A. List of all projects that the Offeror and the sub-consultants have worked on in the last 5 years that demonstrate design experience of recreation centers. Offerors should have served as the lead design consultant for a construction project. This information may be provided in an overview matrix format or brief list; however, it should include the name and location of the facility, the name of the owner, the time frame of the project, the original budget for the project, and whether the project was delivered on-time and on budget. If a project was not delivered on-time or on budget, a brief description of the reasons should be provided. On each project description, please provide all of the following information in consistent order:

1. Project name and location.
2. Name, address, contact person and telephone number for owner reference.
3. Brief project description including project cost, square footage, firm's scope of work, and key firm strengths exhibited.
4. Identification of personnel involved in the selected project who are proposed to work on this Project.
5. Project process and schedule data including construction delivery method, and construction completion date (any unusual events or occurrences that affected schedule should be explained).
6. Renderings or photographs that show the interior and exterior of the project.

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

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

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

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

- A. Detailed descriptions of no more than eight (8) projects that best illustrate the Offeror A/E and its sub-consultants’ technical competence and specialized experience relevant to this Project, including at least three (3) projects where the Offeror served as the architect on a design-build team. On each project description, please provide all of the following information in consistent order:
  1. Project name and location.
  2. Name, address, contact person and telephone number for owner reference.
  3. Name, address, contact person and telephone number for builder reference for those projects where the Offeror served on a design-build team.
  4. Brief project description including project cost, square footage, firm’s scope of work, and key firm strengths exhibited.
  5. Identification of personnel involved in the selected project who are proposed to work on this Project.
  6. Project process and schedule data including construction delivery method, and construction completion date (any unusual events or occurrences that affected schedule should be explained).
  7. Renderings or photographs that show the interior and exterior of the project.

B. A description of the A/E's and sub-consultants' Key Personnel professional qualifications, specialized experience and technical competence necessary for satisfactory performance of the required services, to include at a minimum the following:

1. List of Key Personnel to include, at a minimum, the following individuals: (i) the Design Principal; (ii) the Project Architect; (iii) the Project Designer; (iv) the lead MEP engineers; (v) civil engineer; (vi) the lead structural engineer, and (vii) pool consultant
2. Organizational chart illustrating reporting lines and names and titles for Key Personnel proposed by the A/E.
3. Resumes for each Key Personnel proposed by the A/E and sub consultants indicating the individual's previous experience, education, licensing, certifications specialized experience and demonstrated technical competence necessary to successfully complete their role in the Project; and
4. A table that identifies the specific staff that will be assigned to this Project. The table should include: (i) the individual's name (if known); (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this Project); (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 project manager;
- b) Proposed subcontracting effort in connection with obtaining additional resources;
- c) Current contracts with other public and private entities;
- d) All current projects with the District and DGS and the stage of each project; and



- e) A time allocation plan indicating the percentage of time key personnel is allocated over all projects.

#### **D.3.4 Acceptability of Design Approach and Management Plan (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 creativity demonstrated and workability of the solutions proposed. The Management Plan shall clearly explain how the Offeror intends to manage and implement the Project, to include all contemplated phasing. Among other things, the Management Plan should explain: (i) how the Offeror will manage the engineering 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 the Value Engineering/management process; (iii) how the A/E proposes to staff and handle construction administration and interact with the builder; (iv) how the Offeror will manage the design process to ensure that bid packages are issued in a timely manner and incorporate agreed upon Value Engineering changes; and (v) describe the key challenges inherent and unique to the Project and explain how they will be overcome or mitigated, specific attention should be given to the phasing of construction. The Department will also consider the experience that the Offeror and its team members have working together on similar projects. This element of the evaluation is worth up to twenty (20) points.

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

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

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

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

the CO or CO's designee. The Evaluation Board will prepare its selection report based on the discussions and the evaluations conducted.

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

The CO will then negotiate a contract with the highest qualified A/E based on the selection report that is provided by the Evaluation Board, at compensation rates that the CO determines in writing to be fair and reasonable to the District. If negotiations are not successful, then the CO shall terminate negotiations with that first highest qualified A/E and undertake negotiations with the second most qualified A/E firm. The CO will follow the same process to terminate negotiations if negotiations with the second most qualified A/E firm is not successful and will initiate negotiations with the third most qualified A/E firm.

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

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 as follows:

Pursuant to the current District of Columbia Government, State of Emergency executive order signed by Mayor Muriel Bowser on March 11, 2020 in response to the current SARS-CoV-2 (COVID-19) Coronavirus-19 Pandemic, All Proposals shall be submitted electronically.

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

Proposals shall be submitted electronically through the DGS web portal using the below link.

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

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

Proposals shall be received by **2:00 p.m., on August 04, 2023**. The Offeror assumes the sole responsibility for timely delivery of its Proposal, regardless of the method of delivery.

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

The Department is interested in a qualitative approach to presentation material. Brief, clear, and concise material is more desirable than quantity. The Proposal shall be organized in two volumes, a technical proposal and a price proposal.

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

The technical proposal shall be organized as follows:

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

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

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

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

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

B. Firm profile(s), including:

1. Age;
2. Firm history(ies);
3. Firm size(s);
4. Areas of specialty/concentration;
5. Current firm workload(s) projected over the next two years; and
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; and
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.4.1.3 Information for each Selection Criteria**

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

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

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

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

Each Offeror shall submit an offer letter substantially in the form of (**Exhibit F**), to bid 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 form shall be sufficient to render the proposal non-responsive.

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

#### **E.4.2.2 Fee Proposal Exhibits**

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

- a) Bidder/Offeror Certification Form (**Exhibit G**);
- b) Tax Affidavit (**Exhibit H**);
- c) EEO Policy Statement (**Exhibit K**);
- d) First Source Employment Agreement (**Exhibit L.1**)
- e) First Source Employment Plan (**Exhibit L.2**);
- f) SBE Subcontracting Plan (**Exhibit O**); and
- g) Campaign Finance Reform Act - Self-Certification Form (**Exhibit P**)

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

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

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

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

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

Farzana Balooch  
Contract Specialist  
Department of General Services  
3924 Minnesota Avenue NE  
Washington, DC 20019  
[farzana.balooch@dc.gov](mailto:farzana.balooch@dc.gov)

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

### **F.2 Pre-proposal Conference**

A pre-proposal conference will be held on **July 05, 2023, at 03:00 P.M., EST**. The conference will be held through Microsoft Teams. Interested Offerors are strongly encouraged to attend.

Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 261 243 219 537

Passcode: mfBhyi

[Download Teams](#) | [Join on the web](#)

**Join with a video conferencing device**

[octo@m.webex.com](mailto:octo@m.webex.com)

Video Conference ID: 119 408 828 1

[Alternate VTC instructions](#)

### F.3 Site Visit

A site visit will be held at **10:00 a.m. on July 10, 2023**, at Outdoor Pool Facility connected to Rosedale Recreation Center located at 1701 Gales St. NE, Washington DC 20002. Interested Offerors are strongly encouraged to attend.

**F.3.1 Attendees:** Offerors (“Offerors”) must confirm attendance by providing the information below by **12:00 p.m. July 06, 2023**, via email to Contract Specialist Farzana Balooch ([farzana.balooch@dc.gov](mailto:farzana.balooch@dc.gov))

- Company Name:
- First Name, Last Name:
- Phone Number:
- Email:
- Position with the company:

### F.4 Explanations to Prospective Offerors

Each Offeror should carefully examine this RFP and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a Proposal. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Department that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding. Requests and questions should be submitted through DGS web portal, by **12:00 p.m. July 17, 2023**, using the link below.

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

The person making the request shall be responsible for prompt delivery.

### F.5 Protests

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

the indicated periods will not be considered. To expedite handling of protests, the envelope shall be labeled “Protest”.

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

## **F.6 Contract Award**

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

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

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

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

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

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

- A. Any proposal or BAFO received after the exact time specified for receipt shall not be considered.
- B. Any modification of a proposal, including a modification resulting from the CO’s requests for best and final offers, is subject to the same conditions as in **Section F.9.A** stated above.
- C. 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.
- D. Proposals shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of proposals.

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

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



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

The Department reserves the right, in its sole discretion:

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

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

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

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

## **SECTION G INSURANCE REQUIREMENTS**

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

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

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance to the Contracting Officer (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.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, 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 and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, 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.

The Commercial General Liability shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or its equivalent) to The Government of the District of Columbia
- b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
- c) A waiver of subrogation in favor of The Government of the District of Columbia
- d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
- e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor in connection with work under this agreement, with a minimum combined single limit of \$1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Contractor shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

- a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
- b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

- a. To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia

- b. Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
  - c. A waiver of subrogation in favor of The Government of the District of Columbia
  - d. Defense costs shall be in addition to and not erode the limits of liability
  - e. If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

The Workers Compensation and Employers Liability shall be further endorsed to:

- a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
  - b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
  - c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.
4. Technology Liability, Media Liability and Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Contractor's operations or services with a limit of \$5,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Contractor on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Contractor shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. 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.
6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits of \$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 Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

#### C. SUBCONTRACTOR INSURANCE REQUIREMENTS

Any and all subcontractors engaged by Contractor for work under this agreement shall be required to have the same insured required of Contractor. Should the Contractor 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 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. In either instance, the Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

#### D. 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.

- E. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by The Government of 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.

- F. **LIABILITY.** These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the contractor's liability under this contract.
- G. **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 Government of the District of Columbia.
- H. **MEASURE OF PAYMENT.** The Government of the District of Columbia 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.
- I. **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 cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Contractor no long complying with the above requirements. 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. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Contractor at least 30 days' notice of the change. Contractor must comply, at your expense, and deliver to the CO evidence of compliance before the change becomes effective.
- J. **CERTIFICATES OF INSURANCE.** The Contractor must send to CO, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Contractor must also provide us with evidence of renewal before the expiration date of each insurance policy. Contractor is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . 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:**

Obaidullah Ranjbar  
Contracting Officer  
Department of General Services  
3924 Minnesota Avenue NE  
Washington, DC 20019  
[obaidullah.ranjbar@dc.gov](mailto:obaidullah.ranjbar@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).

- K. DISCLOSURE OF INFORMATION. The Contractor agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia 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.
- L. 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 better (or the equivalent by any other rating agency) and licensed in the District of Columbia.
- M. WARRANTIES. When applicable, the Contractor 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). CO should collect, review for accuracy, and maintain all warranties for goods and services.