

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



REQUEST FOR PROPOSALS

Solicitation Number: DCAM-19-AE-RFP-0017

**ARCHITECTURAL/ENGINEERING SERVICES FOR
STEAD PARK RECREATION CENTER**

Solicitation Issue Date: September 30, 2019

Pre-Proposal Conference: October 7, 2019 @10:30am
Stead Park Recreation Center
1625 P St. NW
Washington, DC

Site Visit: October 7, 2019 @10:30am
(following the pre-proposal conference)
Stead Park Recreation Center
1625 P St. NW
Washington, DC

Last Day for Questions: October 11, 2019

Proposal Due Date: November 5, 2019 @ 2:00 pm

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Executive Summary

The District of Columbia (“District”) Department of General Services (“DGS” or “Department”) is issuing this Request for Proposals (“RFP”) to engage a design firm to serve as the Architect/Engineer (the “A/E”) to provide a full range of architectural and engineering services associated with the modernization of the Stead Park Recreation Center (the “Project”). The existing park and facility are located in Ward 2 at 1625 P Street NW. The Stead Park Recreation Center was built in 1888 and it was originally a carriage house and stables for a larger house on the same property. The building became a recreation center around 1950 and after several modifications and renovations over the years, sits at approximately 2,420 square feet of interior space. The rest of the site consists of a synthetic turf field, a basketball court, playground, and additional exterior gathering spaces. This modernization project contemplates two components: 1) renovating the existing carriage house building and adding additional space in order to bring the building into compliance with ADA and also to accommodate growing demand from community programming; and 2) renovating the existing playground to the east and south of the building. The playing field, Spray Park, and basketball court are to remain in their current condition. The selected A/E will be required to design a new recreational facility to meet the Department’s programmatic requirements. The hard cost construction budget for the project is \$11.25 million. Photos as well as an aerial image of the site is included as **Attachment A**.

The A/E selected through this procurement will be required to develop concept, schematic design, design development documents, permit drawings and 100% construction documents as well as provide construction administration services in accordance with the scope of work identified herein.

The Department desires that the selected A/E will create a design that complies with the Americans with Disability Act (“ADA”) accessibility requirements, life safety and fire protection requirements, security requirements, includes complete IT renovations, mechanical, electrical, plumbing (“MEP”) systems renovations, roof renovations and various exterior site improvements. The design shall also provide spaces to meet desired program needs.

In addition, the District is particularly interested in Stead Park Recreation Center becoming a Net Zero energy building, and the Department requires the AE team to explore net zero strategies in the building’s design and certification through the International Living Future Institute’s (ILFI) Zero Energy Building program. The design shall also meet or exceed the minimum threshold for Sustainability for DC-owned buildings that undergo major renovations, and shall follow Appendix Z of the District’s latest energy code for net zero energy standards and considerations

Building Information Modeling (BIM) is required to be used throughout the facility lifecycle, including all project phases from project planning and concept design through construction, as-built and into facilities management. The A/E must work collaboratively with all project stakeholders. It is expected by DGS that all team members are to be committed to the use of BIM in the project, share their ideas of BIM expertise with the team, provide BIM data as requested by other team members, look for cost savings and schedule improvements during the entire project duration, and endeavor to leave as a legacy a fully updated, as built, facility management ready

building information model. Additional details regarding requirements for incorporating BIM into the project are outlined in Attachment O.

A.1 Project Delivery Method

The Department intends to implement the Project through a Construction Manager at Risk (“CMAR”) delivery method. The A/E selected through this procurement will work for the Department. The Department intends to engage a CMAR contractor (“CMAR Contractor”) who will also work for the Department and coordinate with the 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 scope of work for the Project (“Scope of Work”) will be divided into two phases: (i) Preconstruction Phase; and (ii) the Construction Phase. During the Preconstruction Phase, the selected CMAR 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 will be required to actively participate in the development of the construction documents by providing cost estimating, scheduling, identifying long-lead purchasing items and performing constructability reviews. The Department expects that as the permit/construction documents are completed by the A/E, the CMAR Contractor will obtain quotes from trade subcontractors and provide a Guaranteed Maximum Price (“GMP”) based on the approved permit set of documents. Thereafter, the A/ will remain under contract with the Department to provide quality assurance/quality control services for the permit and Issue for Construction (“IFC”) drawings. The A/E will also be responsible for construction administration services.

A.2 Form of Contract

The Agreement for Architectural / Engineering Services (“Form of Contract” or “Contract”) and DGS Standard Contract Provisions for Architectural Engineering Contracts (“SCPs) are attached to this RFP as **Attachment F** (will be issued via addendum) and **Attachment G**, respectively. Offeror(s) should carefully review the Form of Contract and the SCPs before submitting their proposal(s) (“Proposal(s)”). 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 with the Department 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.

A.3 Design Fees

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. Thus, Offerors will be required to propose a Design Fee that covers all of the Offeror’s costs associated with the preparation of the (i) concept design; (ii) schematic design; (iii) a set of design development documents; (iv) a permit set of construction documents (the “Permit Set”); (v) complete

construction documents; and (vi) construction administration services. Offerors will also be required to submit a schedule of hourly rates for any additional work that is required.

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

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

The Department desires to have the A/E develop a phasing plan or swing plan to accommodate the current programming of the facility as necessary. The cost of developing a swing or phasing plan shall be included in the Offeror’s Design Fee.

The Form of Contract **Attachment F** will provide for the retention of 5% of the firm fixed price, which will be held by the Department until the Project’s completion. In addition, the Department agrees to provide an incentive equal to 5% of the original Design Fee (but not expenses). This 5% retention and 5% incentive will only be due to the A/E if: (i) the Project is Substantially Complete on or before February 28, 2022; and (ii) the total hard construction costs (inclusive of the CMAR’s fees and general conditions and FF&E) do not exceed One Hundred Three Percent (103%) of the amount allocated in the Design-to-Budget established at the end of the schematic design phase. The determination as to whether these goals have been achieved shall be measured irrespective of fault, only if both goals are met and irrespective of whether the reason these goals were not met was caused by the A/E, the CMAR, the Department, the District, the Code Official or any other person or cause.

A.4 Selection Criteria

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

A.5 Project Schedule

The preliminary Project milestone schedule for the Stead Park Recreation Center Modernization is as follows:

Phase 1 – FY2019	BUSINESS DAYS	DURATION
Concept Design Phase	40 Days	8 Weeks
Concept Design Review	10 Days	2 Weeks
Schematic Design Phase	40 Days	8 Weeks
Schematic Design Review	10 Days	2 Weeks
Design Development Phase	50 Days	10 Weeks
Design Development Review	10 Days	2 Weeks

Permitting Set (90% CD) Phase	50 Days	10 Weeks
Construction Document Phase	30 Days	6 Weeks
Total Duration	240 Days	48 Weeks

- Estimated Notice of Award - on or about December 13, 2019
- Issuance of NTP - on or about December 20, 2019
- Findings & Recommendations Presentation - 5 weeks after Notice of Award
- Submit Concept Design - 8 weeks after Notice of Award
- Issue CMAR Contractor RFP - 12 to 16 weeks after Notice of Award
- Pre-Proposal Conference (CMAR Contractor) - 16 to 17 weeks after Notice of Award
- Submit Schematic Design - 18 weeks after Notice of Award
- Notice of Award & Notice to Proceed (CMAR Contractor) - 26 to 30 weeks after Notice of Award
- Submit 100% Design Development - 30 weeks after Notice of Award
- Early Release Packages - 40 weeks after Notice of Award
- Submit Permit Set to DCRA - 42 weeks after Notice of Award
- Submit 100% CD - 48 weeks after Notice of Award
- Trade Bidding - 40 to 50 weeks after Notice of Award
- GMP Review and Negotiation - 50 to 52 weeks after Notice of Award
- GMP Finalized - 52 weeks after Notice of Award
- GMP Approved by Council - 65 weeks after Notice of Award
- Substantial Completion Date - February 28, 2022

A.6 Procurement Schedule

The schedule for the Stead Park Recreation Center Modernization procurement is as follows: This schedule is subject to revision.

- Issue RFP - September 30, 2019
- Pre-Proposal Conference - October 7, 2019 at 10:30 a.m.
- Site Visit - October 7, 2019 at 10:30 a.m.
- Last Day for Questions/Clarifications - October 11, 2019 by 5:00 pm
- Proposals Due Date - November 5, 2019 at 2:00 p.m.
- Notice of Award - on or about December 13, 2019 (projected)
- Issuance of NTP - on or about December 20, 2019 (projected)

A.7 Attachments

- Attachment A1** - Aerial Site Photo
- Attachment A2** - 2016 DGS Project Turnover Protocol
- Attachment B** - Service Contract Act

Attachment C	- Form of Offer Letter
Attachment D	- Bidder/Offeror's Certification Form
Attachment E	- Tax Affidavit
Attachment F	- Form of Contract (to be issued via addendum)
Attachment G	- Standard Contract Provisions for Architectural and Engineering Contracts
Attachment H	- Equal Employment Opportunity Policy Statement
Attachment I	- First Source Employment Agreement and Employment Plan
Attachment J	- 2019 Living Wage Act
Attachment K	- Past Performance Evaluation Form
Attachment L	- Notice to Proceed and Letter Contract (to be issued via addendum)
Attachment M	- SBE Subcontracting Plan
Attachment N	- Conflict of Interest Disclosure Statement
Attachment O	- BIM Requirements – AE Contract

SECTION B SCOPE OF WORK

B.1 Scope of Work

In general, the selected A/E will be required to provide a full range of architectural and engineering services necessary to determine the most feasible plan of action for the Project to meet the Department's programmatic requirements. Determination should be made prior to commencement of design activities whether additions or renovations to the facility can be built while the existing facility remains operational or if recreational services will need to be transferred to an alternate location during construction. The design effort shall include the following:

1. The A/E is to work closely with the community to verify the program and ensure the final design meets current and future community needs.
2. Achieve, at a minimum, LEED Gold certification.
3. The District is particularly interested in Stead Park Recreation Center becoming a Net Zero energy building, and the Department requires the AE team to explore net zero strategies in the building's design and certification through the International Living Future Institute's (ILFI) Zero Energy Building program
4. Coordination with The Friends of Stead Park (FoSP) as required to understand all previous community engagement and design work completed for the project.
5. Coordination with the District of Columbia Public Schools to coordinate potential programming partnerships with Ross Elementary School to use the facility for their art and music curriculum.
6. Coordination with the Historic Preservation Office and the Commission of Fine Arts due to the designation of the building as a historic resource in the Dupont Circle Historic District.

Facility – Stead Park Recreation Center

Facility program and spatial requirements will be further defined once the A/E is selected and has reviewed all community survey results.

1. Identify DPR and partner(s)/stakeholder(s) program requirements to provide an innovative, inclusive facility that meets the majority of programmatic and recreational needs of the community.
2. Thoughtful consideration will be required to address the challenge of the low ceiling heights of approximately 8' in the existing building.
3. Reconfigure and renovate existing structure with new finishes and to best accommodate or enhance existing program including restrooms, offices, computer lab, storage, multipurpose room, game room, and kitchen. These elements can be expanded or relocated in coordination with the elements outlined below.
4. Expanding existing structure with thoughtful additions to accommodate the following programmatic elements:
 - a. New entry vestibule
 - b. Large assembly area of approximately 2,000 with capability to host community meetings or larger events with a 250 seated capacity and flexibility for alternative configurations and uses
 - c. Demonstration kitchen

- d. Restrooms on the first floor with direct exterior access for use when the recreation center is closed
- e. Additional multipurpose space with operable partition
- f. Minimum of three separate activity rooms with fixed or operable partitions
- g. Casual community space for activities such as ping pong, foosball, etc.
- h. Administrative offices with a meeting room
- i. Ample storage space with both interior and exterior access
- j. Full ADA compliance, including installation of an Elevator
- k. Additional restrooms as needed
- l. Accessible and useable green roof
- m. Circulation and service space as needed

Exterior Park Amenities

The Park should undergo renovation to bring certain elements up-to-date and contribute to the overall improvement of the park and rec center. Park amenities and design will be further defined once the community survey is complete and responses analyzed.

Exterior elements that should be incorporated are:

- 1. Updated playground equipment and safety surface. Emphasis on vertical playground elements such as the Walholla by Carve/Goric to mitigate space constraints, as well as ADA accessible equipment are preferred.
- 2. Updates to the park entry off of P St. including hardscape and landscaping to highlight the historic rec center.
- 3. A sensory garden
- 4. Stormwater management facilities as required by the Department of Energy & Environment (DOEE)

B.2 Program Verification & Concept Design Phase

B.2.1 Services & Deliverables: During this phase, the A/E shall be required to develop a complete project program and a 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 Client 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 (**Attachment A2**). Complete a Meeting Summary from this meeting and distribute to meeting attendees for review.
- b. Conduct workshops with DGS and DC Department of Parks and Recreation (“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. Provide report of findings.
- c. Conduct workshops with DGS and DC Department of Parks and Recreation (“DPR”) staff, as well as other stakeholders to confirm program and verify facility requirements on a space-by-space basis.
 - d. Attend and participate in community meeting(s) to update community regarding the Project.
 - e. Coordinate with the HPO and other agencies, commissions, groups, etc. as required to assess and determine historic and/or archeological significance and requirements.
 - f. Attend meetings and hearings if necessary. This includes an entitlement search to determine to identify any development restrictions if applicable, zoning research and coordination (if applicable) with all other land owners/agencies.
 - g. Conduct a study of the storm water management changes/needs.
 - h. Conduct life safety/building code analysis to verify compliance of design with all current applicable codes recently adopted by Washington, DC, including an ADA study to determine ways to go above and beyond typical ADA codes/measures to meet the desired program of DPR.
 - i. Conduct LEED Workshops with design team and DGS representatives to identify sustainable design strategies to be included in design, to the greatest extent possible in an effort to achieve LEED Gold certification.
 - j. Provide maintenance and repair costs services which includes conducting a 40 year life cycle cost analysis which includes a detailed list of replacement costs, an estimate of repair costs, anticipated energy costs, and a list of other relevant life cycle costs. This operations and life-cycle budgets shall incorporate the impact of Net Zero design elements and serve to determine feasibility. Request and receive hydrant flow test.
 - k. Perform mechanical systems evaluation and recommend selection.
 - l. Confer with audio-visual and acoustic consultants to establish design requirements for the Project.
 - m. Confer with the Department’s IT representatives/consultants to verify technological requirements for the Project.
 - n. Attend meetings with DGS and DPR representatives to develop a preliminary phasing plan or swing plan for construction to maintain portions of the recreation center open at times.

- o. Design all new construction to qualify for LEED Gold certification.
- p. Draft Conceptual Plans
 - i. Based on input obtained through the process outlined in the Project Scope of Work, as well as information provided in the Program of Requirements, Stakeholder Interviews, and Public Workshop, the selected A/E will work to determine the Concept Design.
 - ii. Develop up to two (2) conceptual designs and cost estimates for the Stead Park Recreation Center 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.
- q. Conduct The selected A/E will conduct number of Community Workshops to present the plan alternatives to the neighborhood.
- r. 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.
- s. Prepare and submit, during this phase, 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.
 - i. Concept Plan
 - A. Project Space Program
 - B. Prepare two (2) conceptual floor plans and site plans. These shall include a comprehensive master plan for the site.
 - C. Narratives for all major disciplines including civil, architectural, structural, mechanical, electrical, plumbing, and low voltage.
 - D. Prepare two (2) cost estimates. Cost estimates should include a value engineering section for alternatives should the cost of construction need to be reduced.
 - E. 40 Year Life Cycle Cost Analysis
 - F. Final Concept Plan
 - ii. Project Schedule
 - iii. Topographic Survey
 - iv. Geotechnical Survey
 - v. Hazardous Materials Survey
 - vi. Phase 1 Environmental Assessment
 - vii. Environmental Impact Screening Form ("EISF")

- viii. Hydrant Flow Test
- ix. Historic Resources Analysis
- x. Entitlement and Zoning Analysis

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.3 Schematic Design Phase

B.3.1 Services & Deliverables: Upon Department approval of the Concept Design, the A/E Team 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 \$11 Million hard construction costs). The schematic design shall contain such detail as is typically required for schematic design under standard industry practice. 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 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. Continue development of phasing plan based on the approved CD, to accommodate the project's needs.
- c. 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.
- d. Coordinate with Commission of Fine Arts ("CFA")/ National Capital Planning Commission ("NCPC") for review and approval as necessary.
- e. Coordinate with the 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 necessary.
- f. Coordinate a Preliminary Design Review Meeting ("PDRM") with the Department of Consumer and Regulatory Affairs ("DCRA"), Department of Energy & Environment ("DOEE"), Department of Transportation ("DDOT"), and DC Water.

- g. Coordinate meetings with applicable utility Companies PEPCO and Washington Gas as well as Verizon should be conducted.
- h. Attend and participate in community meeting(s) to solicit feedback and update community regarding the Project.
- i. Act as scribe for all design related meetings. Distribute meeting minutes to all attendees.
- j. Progress LEED certification work as required.
- k. Provide maintenance and repair costs services which includes conducting a 40 year life cycle cost analysis which includes a detailed list of replacement costs, an estimate of repair costs, anticipated energy costs, and a list of other relevant life cycle costs. This operations and life-cycle budgets shall incorporate the impact of Net Zero design elements and serve to determine direction moving forward into Design Development.
- l. Perform comprehensive Value Engineering effort (“VE”) utilizing 30% Plan Review submission. Provide report of findings to DGS. Conduct a meeting with DGS and other stakeholders as necessary to present and discuss VE options.
- m. Upload all design documentation and deliverables as required utilizing the online DGS Project Management Information System (Prolog Converge) and guidelines.
- n. Baseline Schedule bi-weekly updates in the format requested by the Department.
- o. Prepare and submit to the Department, during this phase, the following deliverables. All such deliverables shall be subject to review and approval by the Department and the A/E’s pricing should assume that revisions may be required to these documents to address concerns raised by the Department and/or other project stakeholders.
 - i. Schematic Design Documents- Three (3) hard copy sets, and one (1) electronic copy. (30% Complete Level).
 - A. Site plans, paving layouts, traffic circulation.
 - B. Digital Floor plans, building circulation, ADA requirements, etc.
 - C. Design Narrative
 - D. Plan-to-Program Comparison.
 - E. Exterior elevations, rendering and color palette.
 - F. Critical building sections and details.
 - G. Relevant right of way information such as easements, building set-backs etc.
 - H. Location of utilities and sizes.
 - I. Stormwater Management.
 - J. Preliminary MEP systems.
 - K. LEED Information as appropriate, including preliminary LEED Scorecard

- L. Copies of all surveys and reports
- M. Preliminary Specifications
- ii. Presentation and three (3) presentation boards for community meetings. Presentation boards shall be in full color and include at least one (1) 3-D rendering.
- iii. Updated Schedule
- iv. Cost Estimate
- v. 40 Year Life Cycle Costs Analysis
- vi. Phasing Plan/Swing Plan, if necessary
- vii. Value Engineering Report
- viii. Meeting minutes of Preliminary Design Review Meetings.
- ix. Memo response to all District comments on Schematic Documents.

B.4 Design Development Phase

Upon Department approval of the Schematic Design, the A/E Team will be directed to proceed with the Design Development Phase. During this phase, the A/E will be required to progress the 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.4.1 Services & Deliverables: In general, the A/E shall be required to undertake the following tasks and submissions to the Department:

- a. Coordinate with the CMAR Contractor selected for this Project, and at a minimum 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. This includes coordination and review with DGS Turnover Manager and a representative from the DGS Facilities and Maintenance in compliance with the 2016 DGS Projects Turnover Protocol.
- c. Develop Design Development Documents including outline specifications for materials, systems and equipment, detailed dimensioned plans, wall sections, elevations and schedules. Incorporate VE options chosen by DGS.
- d. Prepare detailed and coordinated drawings and specifications for bidding purposes as needed by the CMAR.
- e. Complete code compliance analysis and drawings.

- f. Meet and coordinate with regulatory, reviewing, and stakeholder agencies as necessary. This includes the following actions:
 - i. Present the design to CFA, National Capital Planning Commission (“NCPC”), DC Office of Planning, and other regulatory agencies as required.
 - ii. Achieve CFA concept approval and NCPC preliminary approval
- g. Progress LEED Certification work as required
 - a. Register the Project with U.S. Green Building Council (“USGBC”) to obtain LEED certification and pay all registration fees.
- h. Coordinate furniture, fixtures, and equipment requirements (“FF&E”).
- i. Attend and participate in community meeting(s) to update community regarding the Project.
- j. Coordinate with utility companies and develop final utility plans as required.
- k. Act as scribe for all design related meetings. Distribute meeting minutes to all attendees.
- l. Upload all design documentation and deliverables as required utilizing the online DGS Project Management Information System (Prolog Converge) and guidelines.
- m. Baseline Schedule bi-weekly update in the format requested by the Department.
- n. Prepare and submit to the Department, during this phase, the following deliverables. All such deliverables shall be subject to review and approval by the Department and the A/E’s pricing should assume that revisions may be required to these documents to address concerns raised by the Department and/or other project stakeholders.
 - i. Design Development Documents – three (3) hard-copy sets, and one (1) electronic copy (60% Complete Level).
 - A. Site plans, paving layouts, traffic circulation, lighting, signage and utilities
 - B. Floor plans, Structural, Civil, Architectural, MEP, Fire Protection and landscaping
 - C. Exterior elevations, rendering and color palette
 - D. Building sections and details as required
 - E. Interior elevations, casework and millwork elevations as required
 - F. Playground equipment
 - G. Stormwater management
 - H. Food service or other equipment as required

- I. LEED Information as appropriate
- J. Specifications
 - o. Fully Developed Phasing/Swing Plan
 - p. Updated Schedule
 - q. Cost Estimate
 - r. Respond in writing to all District and Regulatory Agency comments on plans.
 - s. CFA Submission Materials
 - t. Community Presentation and a minimum of three (3) presentation boards. Presentation boards shall be in full color and include at least one (1) 3-D rendering.
 - u. Value Engineering Report or log if necessary.

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.5 Permit Set Phase

B.5.1 Services & Deliverables: The A/E shall be required to develop a permit set of construction documents ("Permit Set"). The Permit Set shall represent the further progression of the approved 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.
- b. Prepare detailed and coordinated drawings and specifications for bidding purposes.
- c. Prepare application and submit documents for building permit according to DCRA requirements and file with other regulatory and reviewing agencies including DC Water, DOEE and DDOT. The permit application process will include progress printing of a "Permit Set".
- d. Correct plans to reflect issues noted by regulatory agencies and permit reviewers as required. Re-submit for additional review and approval as required.
- e. An Environmental Impact Screening Form ("EISF") will be required and shall be the responsibility of the selected Offeror.
- f. Obtain all required signatures on plans.
- g. Complete Platting and record Plat.

- h. Complete final coordination with utilities and service providers as necessary.
- i. Prepare and submit early-release excavation, foundations, concrete and steel packages, if needed.
- j. Progress LEED Certification work as required.
- k. Attend follow up meetings and coordinate with regulatory agencies, Fire Marshall, DGS Facilities personnel, and others as necessary.
- l. Prepare a presentation and provide a minimum of three (3) presentation boards for each community meetings and present/display onsite. Presentation boards shall be in full color and include at least one (1) 3-D rendering.
- m. Act as scribe for all design related meetings. Distribute meeting minutes to all attendees.
- n. Upload all design documentation and deliverables as required utilizing the online DGS Project Management Information System (Prolog Converge) and guidelines.
- o. During this phase, the A/E will be required to prepare and submit to the Department the following deliverables. All such deliverables shall be subject to review and approval by the Department and the A/E's pricing should assume that revisions may be required to these documents to address concerns raised by the Department and/or other project stakeholders.
 - i. Construction / Permit Documents
 - A. Three (3) hard-copy sets, and one (1) electronic copy of the complete sets of Permit Documents (90% Complete Level)
 - B. Specifications
 - ii. Cost Estimate

B.5.2 The A/E shall incorporate into the Construction Documents the design requirements of governmental and regulatory authorities having jurisdiction over the Project. In addition, the A/E shall be required to (a) define, clarify, or complete the concepts and information contained in the construction documents; (b) correct design errors or omissions, ambiguities, and inconsistencies in the construction documents (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.5.3 Following the Department's review and approval of the Permit Set, the CMAR Contractor shall solicit bids from trade subcontractors based on these documents. The A/E shall be required to respond to RFIs and provide ASIs during such bidding process without additional cost to the Department or the CMAR Contractor. Based upon the trade pricing received by the CMAR Contractor, the A/E may also be required to engage in additional value engineering

efforts to return the Project to budget. The Permit Set Phase shall not be considered complete unless and until a GMP or Lump Sum Price for the Project is agreed upon.

B.6 Issued for Construction Documents

B.6.1 Services & Deliverables: The A/E shall be required to develop an Issued for Construction Set of construction documents (“IFC Set”). The IFC Set shall represent the further progression of the approved Permit Set together with any value engineering strategies approved by the Department. The IFC Set should be progressed to One Hundred Percent (100%) completion of those required in a traditional Design/Bid/Build delivery method. The A/E shall provide three (3) hard-copy sets and one electronic PDF copy of the IFC Set to DGS (100% Construction Documents).

B.7 Bidding and Construction Administration Services

B.7.1 Bidding. Unless otherwise agreed by the Department in advance, the A/E shall issue the approved Permit Set for bidding (i.e. the 90% design submission).

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

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

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

- a. Attend biweekly progress meetings. Architectural site visits are included in base fee.
- b. Review shop drawing submissions, submittals, RFI’s, etc.
- c. Prepare meeting notes and records of decisions/changes made.
- d. Conduct punch list inspections.
- e. Review closeout documents for completeness. Close-Out documentation shall comply with the 2016 DGS Project Turnover Protocol included as **Attachment A2**.
- f. Provide as As-Built Drawings based on the Contractor’s red line drawings and/or coordinated set developed during the subcontractor coordination process. As-Built Drawings should be transmitted to DGS in hard copy, PDF, and CAD formats. Close-Out documentation shall comply with the 2016 DGS Project Turnover Protocol.

B.8 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 Landscape architect; (v) the lead MEP engineers; (vi)

the lead structural engineer; and (vii) the LEED and/or Net Zero 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.9 Licensing, Accreditation and Registration

The A/E and all of its subcontractors and sub-consultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract. Without limiting the generality of the foregoing, all drawings shall be signed and sealed by a professional architect or engineer licensed in the District of Columbia.

B.10 Conformance with Laws

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

B.10.1 Service Contract Act

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

B.10.2 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.10.3 Living Wage Act

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

B.10.4 Equal Employment Opportunity (“EEO”)

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

B.11 Standard Contract Provisions

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

B.12 Time is of the Essence and Substantial Completion Date

Time is of the essence with respect to the proposed Contract. The Project must be substantially complete by February 28, 2022 (“Substantial Completion Date”).

SECTION C ECONOMIC INCLUSION

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

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

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

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

C.1.1 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 a owned resident business; (v) being a longtime business resident; or (vi) having a local business enterprise with its principal office located in an enterprise zone. Accordingly, and in addition to the preference points conferred by **Section C.1**, 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 **Attachment M** 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.2.1.8 Subcontracting Plan

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

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 and CBEs 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.2.1.9 Copies of Subcontracts

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

C.2.1.10 Subcontracting Plan Compliance Reporting

C.2.1.10.1 If the prime contractor has a subcontracting plan required by law for the 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.2.1.10.2 If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

C.2.1.11 Annual Meetings

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

C.2.1.12 DSLBD Notices

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

C.2.1.13 Enforcement and Penalties for Breach of Subcontracting Plan

C.2.1.13.1 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.2.1.13.2 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.2.1.14 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.2.1.15 Neither the A/E nor a subcontractor may remove a subcontractor or tier-subcontractor if such subcontractor or tier-subcontractor is certified as an LSDBE company unless the Department approves of such removal, in writing. The Department may condition its approval upon the prime contractor developing a plan that is, in the Department's sole and absolute judgment, adequate to maintain the level of LSDBE participation on the Project.

C.3 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.4 Economic Inclusion Reporting Requirements

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

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

The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of \$100,000 or more shall comply with the Employment Services ("DOES") upon execution of the contract; (ii) submit an executed First Source Agreement

to DOES prior to beginning work on the Project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; and (v) submit monthly compliance reports to DOES by the 10th of each month.

C.5 Apprenticeship Act

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

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Award

The Department intends to award a contract to the highest rated qualified A/E firm, if such contract is satisfactorily negotiated and at a price the Contracting Officer 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: review the considerations upon which the recommendations are

based; and, make a final, independent determination regarding the order of preference of at least three (3) of the most highly qualified A/E firms based on the selection criteria in **Section D.3.**

D.3 Evaluation and Selection Criteria

Each Offeror's proposal and eligible A/E firm on file with the Department will be scored on a scale of 1 to 100 points. In addition, eligible Offerors and A/E firms on file with the Department will receive up to 12 preference points as described in **Section C.1** and **Section D.3.5** of this RFP for designation by DSLBD. Thus, the maximum number of points 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 Past Performance on contracts with the District, other governmental entities, and private industry in terms of cost control, quality of work, and compliance with performance schedules – A/E and sub-consultants (20 points)

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

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

- A. List of all projects that the Offeror A/E and its sub-consultants have worked on in the last 5 years that are similar to this Project. For purposes of this paragraph, similar shall mean projects where the Offeror has served as the lead design consultant for a 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 **Attachment K**, are completed on behalf of the A/E are completed and submitted directly to the Department's POC stated on **Section F.1** by the due date for Proposals as specified in **Section E.3**. A minimum of two (2) Past Performance Evaluation forms for each sub consultant should be incorporated in the Offeror's technical Proposal.

D.3.2 Professional qualifications necessary for satisfactory performance of the required A/E services (20 Points)

Offerors will be evaluated on their (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 their (i) demonstrated experience in design excellence and design of public facilities in a manner that reflects civic importance and creates a sense of place and community; (ii) experience with design of recreation facilities in an urban setting; (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 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 CMAR Project; (ii) demonstrated experience in, and their plan to deliver, coordinated and constructible documents in a phased, fast track environment; (iii) demonstrated experience in managing, and their plan to manage, scope expansion in Project price on design development documents, or drawings of a similar level of completeness; and (iv) Key personnel's technical competence and specialized experience (v) the availability and experience of the Key Personnel assigned to this Project.

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

- A. Detailed descriptions of 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 Landscape architect; (v) the lead MEP engineers; (vi) the lead structural engineer; and (vii) the LEED and/or Net Zero Consultant. Organizational chart illustrating reporting lines and names and titles for Key Personnel proposed by the A/E.
 2. 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

3. A table that identifies the specific staff that will be assigned to this Project. The table should include: (i) the individual's name (if known); (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this Project); and (iv) the time periods during which the individual will be assigned to the Project and (v) experience working together. This table should include all personnel that will be assigned to the Project.

D.3.3 Capacity to accomplish the work in the required time of the RFP – A/E and its sub-consultants Key Personnel (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;
- 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 Stead Park Recreation Center in this 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: review the considerations upon which the recommendations are based; and, make a final, independent determination regarding the order of preference of at least three (3) of the most highly qualified A/E firms based on the selection criteria in Section D.3.

D.4 Discussions

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

D.5 Negotiations

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

SECTION E
PROPOSAL ORGANIZATION, PROPOSAL SUBMISSION PROCEDURES AND
PROTESTS

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

E.1 Proposal Identification

Proposals shall be proffered in an original and five (5) hard copies as well as two (2) electronic copies on a USB flash drive. The Offeror's Proposal shall be placed in a sealed envelope conspicuously marked:

“DCAM-19-AE-0017
Proposal for Architectural/Engineering Services for Stead Park Recreation Center”

E.2 Delivery or Mailing of Proposals

Proposals should be delivered or mailed to:

D.C. Department of General Services
Attention: Gwendolyn Walters
Contracts & Procurement Division
Frank D. Reeves Center
2000 14th St, NW – 8th Floor
Washington, DC 20009

E.3 Date and Time for Receiving Proposals

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

E.4 Submission Size, Organization and Offeror Qualifications

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

E.4.1 Technical Proposal

The technical proposal shall be organized as follows:

E.4.1.1 Executive Summary

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

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

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

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

B. Firm profile(s), including:

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

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

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

E.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 Design Fee and hourly rates proposal shall be submitted separately from Offeror's Technical Proposal and include all of the following:

E.4.2.1 Form of Offer Letter

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

The Department intends to award the Contract to the most qualified firm with which the CO successfully negotiates a contract; and, the cost information will be used to evaluate and negotiate a Design Fee and hourly rates for this Project.

E.4.2.2 Fee Proposal Attachments

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

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

Other than the original Proposal (which shall include both a pricing and technical responses), 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

E.5 Contact Person

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

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

Rhonda Harris
Contract Specialist
Department of General Services
1250 U Street, 3rd Floor
Washington, DC 20009
(202) 724-4119
rhonda.sturdavant-harris@dc.gov

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

E.6 Preproposal Conference

A Pre-Proposal Conference will be held on **October 7, 2019 at 10:30 a.m.**, at the **Stead Park Recreation Center** located at **1625 P Street NW, Washington, DC**. Interested Offerors are strongly encouraged to attend.

E.6.1 Site Visit

A site visit will be held on **October 7, 2019 at 10:30 a.m.**, immediately after the preproposal conference at the **Stead Park Recreation Center** located at **1625 P Street NW, Washington, DC**. Interested Offerors are strongly encouraged to attend.

E.7 Explanations to Prospective Offerors

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

of the Department that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding. Requests and questions should be directed to POC in **Section E.5** by 4:00 p.m. **October 11, 2019**. The person making the request shall be responsible for prompt delivery.

E.8 Protests

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

This **Section F.4** is intended to summarize the bid protest procedures and is for the convenience of the Offerors only. The applicable law and regulations apply, to the extent any provision of this section is inconsistent with law or regulations.

E.9 Contract Award

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

E.10 Retention of Proposals

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

E.11 Examination of Proposals

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

E.12 Late Proposals: Modifications

A. Any proposal or BAFO received at the office designated in this RFP after the exact time specified for receipt shall not be considered.

B. Any modification of a proposal, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in **Section F.8.A** stated above.

C. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the Proposal wrapper or other documentary evidence of receipt maintained by the installation.

D. Notwithstanding any other provisions of this RFP to the contrary, a late modification of an otherwise successful proposal which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.

E. Proposals shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of proposals.

E.13 No Compensation for Preparation of Proposals

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

E.14 Rejection of Proposals

The Department reserves the right, in its sole discretion:

A. To cancel this solicitation or reject all proposals.

B. To reject proposals that fail to prove the Offeror's responsibility.

C. To reject proposals that contain conditions and/or contingencies that in the Department's sole judgment, make the Proposal indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.

D. To waive minor irregularities in any proposal provided such waiver does not result in an unfair advantage to any Offeror.

E. To take any other action within the applicable Procurement Regulations or law.

F. To reject the proposal of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such Proposal or this Request for Proposals.

E.15 Limitation of Authority

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

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

SECTION G INSURANCE REQUIREMENTS

The A/E shall maintain the following types of insurance throughout the life of the contract.

G.1 General Requirements

GENERAL REQUIREMENTS. The A/E (the “Contractor” for the purpose of this section G) at its sole expense shall procure and maintain, during the entire period of performance under the contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under the contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

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

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

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

G.1.1 Required Insurance

G.1.1.1 Commercial General Liability Insurance (“CGL”)

The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

G.1.1.2 Automobile Liability Insurance

The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

G.1.1.3 Workers’ Compensation Insurance

The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

All insurance required by this Section G.1.1.3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

G.1.1.4 Sexual/Physical Abuse & Molestation

The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be

considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called “silent” coverage under a commercial general liability or professional liability policy will not be acceptable.

G.1.1.5 Cyber Liability Insurance

The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

G.1.1.6 Professional Liability Insurance (Errors & Omissions)

The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under the Contract. The policy shall provide limits of \$2,000,000 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.

G.1.1.7 Sexual/Physical Abuse & Molestation

The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called “silent” coverage under a commercial general liability or professional liability policy will not be acceptable.

G.1.1.8 Commercial Umbrella or Excess Liability

The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor’s umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage

shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

G.2 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.

G.3 DURATION

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

G.4 LIABILITY

These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR’S LIABILITY UNDER THE CONTRACT.**

G.5 CONTRACTOR’S PROPERTY

The Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

G.6 MEASURE OF PAYMENT

The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

G.7 NOTIFICATION

The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

G.8 CERTIFICATES OF INSURANCE

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

The Government of the District of Columbia

And mailed to the attention of:

Franklin Austin, CPPB, CPM/Department of General Services

2000 14th Street, NW, 8th Floor

202-727-7128

Franklin.Austin5@dc.gov

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

G.9 DISCLOSURE OF INFORMATION

The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

G.10 CARRIER RATINGS

All Contractor's and its subcontractors' insurance required in connection with the contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.