

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



REQUEST FOR PROPOSALS

Solicitation Number: DCAM-21-AE-RFP-0014

**ARCHITECTURAL/ENGINEERING SERVICES FOR
DC Infrastructure Academy at Spingarn High School**

- Solicitation Issue Date:** July 19, 2021
- Pre-Proposal Conference:** July 20, 2021 at 2:00pm
See E.6 for Virtual Meeting information
- Site Visit:** July 23, at 2:00 p.m.
Joel Elias Spingarn High School
2500 Benning Road, NE
Washington, DC 20002
- Last Day for Questions:** July 27, 2021 at 2:00 p.m.
- Proposal Due Date:** August 13, 2021 at 2:00 p.m.
- Delivery of Proposal:** *See Section E.1 & E.2*
Pursuant to the current District of Columbia Government, State of Emergency executive order signed by Mayor Muriel Bowser on March 11, 2020 in response to the current SARS-CoV-2 (COVID-19) Coronavirus-19 Pandemic, all proposals shall be submitted electronically on the proposal's submission due date.
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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”) on behalf of the DC Department of Employment Services (“DOES”) to engage a design firm to serve as the Architect/Engineer (the “A/E”) to provide a full range of planning, programming, architectural and engineering services for the modernization of a portion of A high School, the Joel Elias Spingarn High School to serve as the new home of the DC Infrastructure Academy (“DCIA”) (the “Project”), located at 2500 Benning Road, NE, Washington, DC 20002.

Background on DOES DC Infrastructure Academy

DCIA coordinates, trains, screens and recruits residents to fulfill the needs of the infrastructure industry and infrastructure jobs with leading companies in this high-demand field. DCIA is currently located in the existing Wilkinson Elementary School building in Ward 8.

Programs and services include, but are not limited to:

- Commercial Driver’s License (“CDL”)
- Energy & Utilities
- Auto Mechanic Training
- OSHA 10
- Solar Panel Installation
- Interview Skills
- IT Helpdesk Training
- Job Fairs
- Job Referrals

Infrastructure is one of the fastest-growing industries in the country. DOES opened the DC Infrastructure Academy to meet the need for skilled infrastructure professionals in Washington, DC. DCIA’s partner companies include PEPCO, WMATA, DC Water, Washington Gas, DC Solar Works, and many others.

For additional information, DCIA calendar of events and resources, please visit the new DCIA website at <https://dcinfrastructureacademy.org/>. (See the Drawings link below and on **Attachment O**). <https://bdsd.box.com/s/2syjopkl69tzv8vw1me2wwighoiygqva>

Background on Joel Elias Spingarn High School

The existing Spingarn High School is situated on 8.71 acres that is part of a larger complex of public-school buildings occupying an extensive site consisting of 27.25 acres of land. This site overlooks a fairway of the Langston Golf Course and the Anacostia Stream Valley below. Additional information on the buildings’ historic designation can be found in **Attachment A**.

The DC Preservation League has noted that Spingarn High School was built between 1951 and 1952, was constructed for the education of African American students, was meant to relieve the overcrowding of the other segregated high schools and had been planned for that purpose since the late 1930s. Desegregation lawsuits of the late 1940s and early 1950s finally prodded the District to construct the building. Its postwar construction represented an attempt to satisfy African American parents while keeping alive the “separate but equal” regime in the public schools. Spingarn was thus Washington’s last “Black” high school, and the first built in 36 years. Its opening was a major event, drawing not only the family of its namesake but also such luminaries as W.E.B. Du Bois, Paul Robeson, and John Hope Franklin. Only two years later, the process of desegregation began.

The school’s name honored Joel Elias Spingarn, a renowned literary critic, professor of comparative literature at Columbia, and one of the early founders of the NAACP, who served as both the chairman of the board and president during his 26-year tenure with the organization. Spingarn High School provided a complete curriculum to prepare its students for life after high school. It included a housekeeping suite for home economics students, clothes-making classrooms, modern workshops such as carpentry and print shops, and laboratories.

Spingarn is also the last of the District’s era of Classical and Colonial Revival-style schools. In its time, it was considered one of the most modern schools in the District. The school’s long-deferred construction, coupled with its siting on a campus of earlier African American schools, is probably responsible for this architectural anomaly.

The building was placed in DC Inventory on November 29, 2012 and in the National Register on May 12, 2014.



Figure 1 Google Image of Spingarn and portion of Hilltop Campus

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 shall 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 Contractor will be required to actively participate in the development of the construction documents by providing cost estimating, scheduling, identifying long-lead purchasing items and performing constructability reviews. The Department expects that as the permit/construction documents are completed by the A/E, the CMAR will obtain quotes from trade subcontractors and provide a Guaranteed Maximum Price (“GMP”) based on the approved permit set of construction documents. Thereafter, the A/E will remain contracted with the Department to provide quality assurance/quality control services for the permit and Issued for Construction (“IFC”) drawings. The A/E will also be responsible for 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** 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 if changes are requested after submission of the Proposal.

Therefore, Offerors responding to this RFP should carefully review the Form of Contract, before submitting their Proposals.

A.3 Design Fees and Incentives

As will be more fully described in the Form of Contract, the selected A/E will be paid a fixed price for all programming, planning, assessment, and concept designs (“Initial Design Fee”). Upon determination of a preferred concept, the A/E will be requested to provide a fixed fee for design phase services through construction administration services (“Final Design Fee”) (the Initial Design Fee and the Final Design Fee together, “Total Design Fee”). Thus, Offerors will be required to first propose a fee that will cover programming, planning, assessment, and a minimum of three (3) concept designs. Upon selection of a concept design, a Final Design Fee that covers all of the Offeror’s costs associated with the preparation of the (i) schematic design; (ii) a set of design development documents; (iii) a permit set of construction documents (the “Permit Set”); (iv) complete construction documents; and (v) construction administration services will be negotiated and approved by the DC Council. 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 Initial Design Fee among the various initial design phases (i.e. programming, planning, assessment, and a minimum of three (3) concept designs). Upon negotiation of the Final Design Fee, a schedule of values should be provided that allocates the Final Design Fee among the various design phases (i.e. 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 Initial Design Fee, and hourly rates.

The Department desires to have the A/E develop a phasing plan to accommodate the Project as necessary. As further described in Section B, the Initial Design Fee should be broken out by Tasks 1 through 3 below, as well a breakout price for completion of a minimum of three (3) concept designs. The Final Design Fee will be negotiated upon completion of Task 1 – 3, (Task 4) shall be

broken out by design phase from completion of the schematic design through construction administration.

The Form of Contract **Attachment F** will provide for the retention of 5% of the Total Design Fee, which will be held by the Department until the Project's completion.

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 DC Infrastructure Academy Project is as follows:

- Estimated Notice of Award - September 30, 2021
- Issuance of NTP - October 15, 2021
- Submit Planning, Programming, Building Assessment/Stabilization and Concept Design - 10 weeks after NTP
- AE Contract Council Approval - 20 weeks after NTP
- Submit Schematic Design - 18 weeks after concept design
- Notice to Proceed for CMAR Contractor - need approximate date
- Submit 100% Design Development - 15 weeks schematic design
- Submit Permit Set to DCRA - 5 weeks after design development
- Submit 100% Construction Documents - 15 weeks after design development

A.6 Procurement Schedule

The schedule for A/E procurement is as follows (note: this schedule is subject to revision):

- Issue RFP - July 19, 2021
- Pre-Proposal Conference - July 20, 2021 at 11:00 am-12:00 p.m.
- Site Visit - July 23, 2021 at 9:00 am-10:00 a.m.
- Last Day for Questions/Clarifications - July 27, 2021 at 2:00 p.m.
- Proposals Due Date - August 13, 2021 at 2:00 p.m.
- Notice of Award - September 30, 2021 (projected)
- Issuance of NTP - October 15, 2021 (projected)

A.7 Attachments

- Attachment A** - Scope of Work (See the link on
 - Attachment A-1** - Spingarn Historical Registration information
 - 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** - 2021 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** - Existing Drawings Spingarn High School-See link below*
 - Attachment P** - Existing floor plans of DCIA at Wilkinson (Via addenda)
- * Drawings link- <https://bdsd.box.com/s/2syjopkl69tzv8vw1me2wwighoiygqva>

SECTION B SCOPE OF WORK

B.1 Scope of Work

In general, the selected A/E will be required to provide planning, programming, assessment, and architectural and engineering services necessary to modernize a portion of Spingarn High School to serve as the new home of the DC Infrastructure Academy. The selected A/E will be required to provide all the design services necessary to implement the Project and to produce the required deliverables.

Base Scope

The design team will be required to undertake the following tasks as part of the overall project. The Initial Design Fee should be broken out by Tasks 1 through 3 below, as well a breakout price for completion of a minimum of three (3) concept designs. The Final Design Fee (to include Task 4 below) shall be broken out by design phase from completion of the schematic design through construction administration. All design services should be performed with a design-to-construction budget of **\$41.1M** for the portion of Spingarn modernized for the DCIA.

Task 1: Stormwater Management Planning

The Hilltop Campus is currently home to DCPS' Phelps High School, DCPS' Browne Education Campus, DCPS' Goding ES Swing Space, and Two Rivers Charter School at Charles Young. The Browne Education Campus is currently in the District's Capital Improvement Plan for Fiscal Year 2023 Modernization. The selected A/E will work in coordination with DGS and DCPS to develop a Hilltop Campus Stormwater Management Master Plan that will chart a course of action to deal with stormwater management of the campus as a whole, rather than individual sites or projects. It is the Department's intent to fund a portion of the stormwater management implementation as part of the DCIA modernization.

Task 2: DCIA Programming and Concept Design Phase

DOES has current list of space needs to fulfill DCIA's mission and goals; the A/E will be expected to meet as necessary with DGS, DOES, and their partners to develop the most efficient building program that meets these goals. Given DCIA's mission and goals, the programming effort will be for both interior and exterior spaces. The Department currently estimates the gross square footage need for interior space at 50,000 SF, and 12,000 SF of exterior space.

Task 3: Building Assessment and Stabilization

The selected A/E will be required to conduct and create a building assessment. This assessment should then be used to develop a long-term plan for those spaces not part of the modernization to be stabilized. DGS ultimately would prefer that those portions of building

not part of the modernization to be converted to a ‘warm dark shell’ space that could then be turned over to a future user.

Task 4: Full Design Services

The selected A/E will be required to prepare fully biddable and permittable modernization drawings to meet the approved Building Program and Owner Program Requirements.

B.2 Design Phase

Design and Preconstruction Phase. The Department will issue a notice to proceed for preconstruction services (the “**Preconstruction NTP**” or the “**Letter Contract**”), attached hereto as **Attachment L** (will be issued via addendum). The Design and Preconstruction Phase will run from Preconstruction NTP through the execution of the GMP Amendment. Offerors are advised that they are required to submit their proposal premised upon agreeing to the terms of the Preconstruction NTP. To the extent there are any ambiguities or inconsistencies between this RFP, the SCPs and the Preconstruction NTP, the SCPs and Preconstruction NTP shall have precedence.

B.2.1 Programming & Concept Design Phase

B.2.1.1 Services & Deliverables. During this phase, the A/E shall be required to develop **Task 1, Task 2** and **Task 3** and three (3) concept designs. The concept design shall contain such detail as is typically required for a concept design under standard industry practice. The concept design shall be developed in contemplation of the possible future expansion of the facility for additional uses or programs. In general, the A/E shall be required to undertake the following tasks and submit any required deliverables to the Department and uploaded electronically to Project Team:

1. 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. Complete a Meeting Summary from this meeting and distribute to meeting attendees for review.
2. Conduct workshops with DGS and DC DOES 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.
3. Conduct two (2) community meetings to develop program and solicit input.
4. Conduct an overall building assessment (Task 3).
5. Conduct life safety/building code analysis to verify compliance of design with all current applicable codes recently adopted and/or adopted by Washington, DC, including the 2013 District of Columbia Building Code, the 2013 District of Columbia Green Construction Code, the 2013 District of Columbia Energy Conservation Code, the 2013 District of Columbia Fire Code, the 2013 District of Columbia Mechanical Code, and the 2013 District of Columbia Plumbing Code.

6. Conduct LEED Workshops with design team and DGS representatives to identify sustainable design strategies to be included in design, to the greatest extent possible to achieve LEED Silver certification.
7. Conduct project introductory meetings with and prepare summary memo of outcomes with:
 - a. DC Department of the Environment
 - b. DC Department of Transportation
 - c. US Commission of Fine Arts (Staff Level)
 - d. DC Historic Preservation Office (Staff Level)
 - e. Pepco
 - f. Washington Gas
8. Survey existing facility to confirm locations and types of hazardous materials to be abated or mitigated.
9. Prepare and submit Environmental Impact Screening Form (“EISF”).
10. Conduct a storm water management study.
11. Conduct a photometric analysis to maximize visibility, safety, and efficiency.
12. Request and receive hydrant flow test.
13. Perform alternative mechanical systems evaluation and recommend selection.
14. Confer with audio-visual and acoustic consultants to establish design requirements for the Project.
15. Confer with the Department’s IT representatives/consultants to verify technological requirements for the Project.
16. Confer with the District of Columbia Protective Services Division (“PSD”) to establish security and safety requirements.
17. Attend one (1) meeting with the Advisory Neighborhood Commission (“ANC”) Commissioner and Community to provide a presentation and receive feedback on the concept design.
18. Present the design to the Commission of Fine Arts (“CFA”), Office of Planning (“OP”), and other regulatory agencies as required.
19. Draft Conceptual Plans
 - a. Based on input obtained through the process outlined in the Project Scope of Work, as well as information provided in the Program of Requirements, Stakeholder Interview, and Public Workshop, the selected A/E will work to determine the Concept Design.
 - b. Develop up to three (3) conceptual designs and cost estimates for the Project. The selected A/E will make any appropriate modifications based on DGS comments prior to presenting the concept(s) to the public.
20. 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.
21. Provide the following reports:
 - a. Historic resources survey.

- b. Survey of existing conditions.
- c. Flow test results.
- d. Results of hazardous materials survey.
- e. Geotechnical survey.
- f. Topographic survey.
- g. Record of accepted LEED strategies.
- h. Zoning Analysis
- i. Environmental Impact Screening Form (“EISF”) submission.
- j. Summary memo of required agency review and timetables, including but not limited to OP, CFA, National Capital Planning Commission (“NCPC”), and Historic Preservation Office (“HPO”) to include a preliminary archeological study.
- k. Stormwater Management Master Plan (Task 1)
- l. Final Building Program (Task 2)
- m. Building Stabilization Plan (Task 3)
- n. Architectural Concept Development
 - i. Development of final master site plan.
 - ii. Building Plan.
 - iii. Preliminary cost estimates to include a VE options section.
 - iv. Second cost estimate to include a VE options section.
 - v. Project Schedule.

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.

The Department anticipates that the Scope and Deliverables described in Section B.2.1 will be covered with the Initial Design Fee proposed as part of Offeror’s response and subsequently covered by a Letter Contract. Upon review and approval of the Concept Design and other related deliverables the A/E will be requested to provide a fee proposal for the remainder of the design as more fully outlined below (i.e. the Final Design Fee).

B.2.2 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. The schematic design shall contain such detail as is typically required for schematic design under standard industry practice. Additionally, the A/E may be required to advance the findings of Task 1 and Task 3 as well.

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

1. Utilize findings and final concept plans, perform site visits as necessary, attend and/or facilitate meetings with stakeholders and District staff to review program of requirements, required utilities, drainage, zoning and traffic needs where/when necessary to develop Schematic Design Documents.
2. Coordinate security requirements with DC Protective Services Police Department (“PSPD”). Coordinate IT and Telecom requirements with DC Office of the Chief Technology Officer (“OCTO”) and DC Net. Coordinate with HPO/CFA/NCPC for review and approval as necessary.
3. Attend one (1) community Meeting to provide a presentation and receive feedback of the Schematic Design Documents. Highlight changes since the concept design, identifying what has been incorporated based on feedback received and in cases where incorporation was not feasible, explaining why.
4. Prepare a presentation and provide a minimum of three (3) presentation boards for each community meeting and present/display onsite. Presentation boards shall be in full color and include at least one (1) 3-D rendering.
5. LEED Certification work as required.
6. Prepare and submit three (3) hard-copy sets, and one (1) electronic copy in PDF, of Schematic Design Documents, Preliminary Specifications, Schematic Cost Estimate to the Project Manager for review and approval (30% plan review).

Components to include, but are not limited to:

- a. Digital site plans, paving layouts, traffic circulation.
 - b. Digital floor plans, building circulation, ADA requirements.
 - c. Preliminary building elevations and sections.
 - d. Design Narrative.
 - e. Plan-to Program Comparison.
 - f. Exterior elevations, rendering and color palette.
 - g. Critical building sections and details.
 - h. Relevant right of way information such as easements, building setbacks, etc.
 - i. Location of utilities and sizes.
 - j. Storm water management.
 - k. Preliminary MEP systems.
 - l. LEED information as appropriate.
 - m. Copies of all surveys and reports.
 - n. Updated schedule and cost estimate. Submit an early estimate for the modernization with a magnitude of error of Not-to-Exceed +/- 10% of the Project hard cost budget.
 - o. Meeting minutes of Preliminary Design Review Meetings.
7. After receiving schematic design comments, meet and coordinate as necessary with:
 - a. Owner, stakeholders, and all relevant regulatory or reviewing agencies as necessary to review Project requirements.
 - b. Pepco, DC Water, Department of Energy & Environment (“DOEE”) and all others as necessary for infrastructure and utility requirements.

- c. Private utilities and service providers if necessary
- 8. Respond in writing to all District comments on plans.
- 9. Act as a scribe for all design related meetings. Distribute meeting minutes to all attendees.
- 10. 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.
- 11. Upload all design documentation and deliverables as required utilizing the online DGS Project Management Information System (Project Team) and guidelines.
- 12. Baseline Schedule bi-weekly updates.

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

B.2.3 Design Development Phase

During this phase, the A/E will be required to progress the approved schematic design into a full set of design development documents (“Design Development Documents”). The A/E shall be required to work with the CMAR Contractor selected for this Project, and at a minimum shall meet with the CMAR Contractor twice a month to discuss the status of the design, any key issues, and the level of detail that will be required in the Design Development Documents to allow for accurate pricing by trade subcontractors. A complete set of coordinated drawings between each discipline is expected to be submitted at this stage of the Design Phase.

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

- 1. Perform site visits as necessary and attend/facilitate meetings with District staff as necessary to develop and progress Design Development Documents. Incorporate VE options chosen by DGS.
- 2. Complete code compliance analysis and drawing.
- 3. Meet and coordinate with regulatory, reviewing, and stakeholder agencies, as necessary.
 - a. Present the design to HPO, CFA, NCPC, OP, and other regulatory agencies as required.
 - b. Achieve CFA approval and NCPC preliminary approval.
- 4. 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.
- 5. 35% (minimum progress) documents for all technical disciplines, drawings, and specifications.
- 6. Prepare and submit three (3) hard-copy sets, and one (1) electronic copy in PDF of Design Development Documents including Detailed Specifications, Cost Estimate,

and schedule to the District staff for review and approval (60% plan review). Components to include, but are not limited to:

- a. Site plans, paving layouts, traffic circulation, lighting, signage and utilities
 - b. Floor plans, Structural, Civil, Architectural, MEP, Fire Protection, and Landscaping.
 - c. Exterior elevation, rendering and color palette.
 - d. Building sections and details as required.
 - e. Interior elevations, casework and millwork elevations as required.
 - f. Playground equipment.
 - g. Confirm space-by-space equipment layouts with representatives from DGS.
 - h. Storm water management.
 - i. Food service or other equipment as required.
 - j. LEED Information as appropriate.
 - k. Select and draft specifications for materials, systems, and equipment.
7. A reconciliation report that address issues raised by the Contractor because of the 60% progress printing.
 8. Respond in writing to all District and NPS comments on plans.
 9. Coordinate furniture, fixtures, and equipment requirements (“FF&E”).
 10. Attend one (1) Community Meeting to provide a presentation and receive feedback of the Design Development documents. Highlight changes since the Schematic Design, identifying what has been incorporated based on feedback received and in cases where incorporation was not feasible, explaining why.
 11. Prepare a presentation and provide a minimum of three (3) presentations boards for each community meeting and present/display onsite. Presentation boards shall be in full color and include at least one (1) 3-D rendering.
 12. Coordinate final utility plans as required.
 13. Act as scribe for all design related meetings. Distribute meeting minutes to all attendees.
 14. Upload all design documentation and deliverables as required utilizing the online DGS Project Management Information System (Prolog Converge) and guidelines.
 15. Baseline Schedule bi-weekly updates.
 16. Submit the A/E’s second estimate for the hard cost of the Project with a Maximum +/- 5% of the Project’s hard cost budget.

B.2.4 Permit Set Phase

B.2.4.1 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:

1. Progress design and Design Development Documents and prepare construction

- documents.
2. Progress LEED Certification work as required.
 3. Submit three (3) hard-copy and one (1) electronic PDF copy of the complete sets of Construction Documents, Specifications and the A/E Cost Estimate and schedule to DGS for review (90% plan review).
 4. Attend follow up meetings and coordinate with regulatory agencies, Fire Marshall, DGS Facilities personnel, and others as necessary.
 5. Obtain all required signatures on plans.
 6. Complete Platting and record Plat.
 7. Complete final coordination with utilities and service providers as necessary.
 8. Attend and participate in community meeting(s) to update community regarding the Project.
 9. Prepare a presentation and provide a minimum of three (3) presentation boards for each community meeting and present/display onsite. Presentation boards shall be in full color and include at least one (1) 3-D rendering.
 10. Submit appropriate number of copies of plans to applicable DC regulatory agencies for permit review.
 11. Coordinate with all DC regulatory agencies and permit reviewers as necessary.
 12. Prepare an Environmental Impact Screening Form (“EISF”).
 13. Correct plans to reflect issues noted by regulatory agencies and permit reviewers as required. Re-submit for additional review and approval as required.
 14. Act as scribe for all design related meetings. Distribute meeting minutes to all attendees.
 15. Upload all design documentation and deliverables as required utilizing the online DGS Project Management Information System (Project Team) and guidelines.
 16. Prepare application and submit documents for building permit.

B.2.4.2 The A/E shall incorporate into the Permit Set the design requirements of governmental authorities having jurisdiction over the Project. In addition, the A/E shall be required to (a) define, clarify, or complete the concepts and information contained in the Permit Set; (b) correct design errors or omissions, ambiguities, and inconsistencies in the Permit Set (whether found prior to or during the course of construction); and (c) correct any failure of the A/E to follow written instructions of the Department during any phase of design services or the construction of the Project provided they are compatible with industry standards.

B.2.4.3 Following the Department’s review and approval of the Permit Set, the CMAR Contractor shall solicit bids from trade subcontractors based on these documents. The A/E shall be required to respond to RFIs and provide ASIs during such bidding process without additional cost to the Department or the CMAR Contractor. Based upon the trade pricing received by the CMAR Contractor, the A/E may also be required to engage in additional value engineering efforts to return the Project to budget. The Permit Set Phase shall not be considered complete unless and until a GMP for the Project is agreed upon.

B.2.5 Early Release Packages

Based on selection and timing of the CMAR the A/E will be required to prepare early release packages. The department anticipates that such packages could include but not limited to:

- A. Selective Demolition Plan
- B. Utility and Site Work
- C. Foundation to Grade
- D. Early release structural drawings or long lead mechanical components.

B.2.5 Issued for Construction Documents

B.2.5.1 Services & Deliverables: The A/E shall be required to develop an Issued for Construction Set of construction documents (“IFC Set”). The IFC Set shall represent the further progression of the approved Permit Set together with any value engineering strategies approved by the Department. The IFC Set should be progressed to One Hundred Percent (100%) completion of those required in a traditional Design/Bid/Build delivery method. The A/E shall provide three (3) hard copy sets and one electronic PDF copy of the IFC Set to DGS (100% Construction Documents).

B.2.6 Bidding and Construction Administration Services

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

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

- 1. Prepare and issue bidding addenda.
- 2. Respond to bidding questions and issue clarification, as needed.
- 3. Consider and evaluate request for substitutions

B.2.7 Construction Administration. The A/E shall provide support to the CMAR Contractor and the Department as may be necessary to support the construction phase of the Project (the “Construction Phase”). These services will include, but are not necessarily limited to:

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

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

- 1. Meeting minutes.

2. ASI's or other clarification documents.
3. Punch Lists.
4. Closeout document review
5. As-Builts (if authorized)

B.3. Key Personnel

In its proposal, each Offeror will be required to identify its key personnel. Key personnel shall include, at a minimum, the following individuals: (i) the Design Principal; (ii) the Project A/E; (iii) the Project Designer; (iv) the lead MEP engineers; and (v) the lead structural engineer. **The A/E will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement.** The key personnel specified in the contract are 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.4 Licensing, Accreditation and Registration

The A/E and all 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.5 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.5.1 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.5.2 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.5.3 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 2021, **Attachment J**, as amended (codified as D.C. Official Code §§ 2220.01 *et seq.*) and its implementing regulations.

B.5.4 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.6 Standard Contract Provisions

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

B.7 Time is of the Essence and Substantial Completion Date

Time is of the essence with respect to the proposed Contract. The Issued Construction Set of Project drawings must be substantially completed Fifty-Eight weeks (58-weeks) after Notice to Proceed.

Substantial Completion Date: January 18, 2022. Final Completion Date: February 13, 2022 and Administrative Terms: February 30, 2022.

SECTION C ECONOMIC INCLUSION

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

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

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

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

C.1.1 Preferences for Certified Joint Ventures

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

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

C.1.1.2 Any vendor seeking certification in order to receive preferences under this RFP shall contact the:

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

C.1.1.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

C.2 LSDBE Participation

The Department requires that significant participation by business enterprises certified by DSLBD as: (i) a local business enterprise; (ii) a small business enterprise; (iii) a disadvantaged business enterprise; (iv) having an owned resident business; (v) being a longtime business resident; or (vi) having a local business enterprise with its principal office located in an enterprise zone. Accordingly, and in addition to the preference points conferred by **Section C.1**, the Department requires that business enterprises so certified must participate in at least 50% of the project. At least 35% of the contract work must be awarded to entities that are certified as Small Business Enterprises by DSLBD. Offerors shall submit a SBE Subcontracting Plan **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 50% of the dollar volume of the Agreement shall be subcontracted with a CBE, 35% with small business enterprises ("SBEs").

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

Each subcontracting plan shall include the following:

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

C.2.1.9 Copies of Subcontracts

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

C.2.1.10 Subcontracting Plan Compliance Reporting

C.2.1.10.1 If the prime contractor has a subcontracting plan required by law for the 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.

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

- (a) Notwithstanding Section C.2.1 Mandatory Subcontracting Plan and Requirements for all contracts in excess of \$250,000 that are unrelated to the District’s response to the COVID-19 emergency but entered into during the COVID-19 emergency, absent a waiver pursuant to D.C. Official Code § 2-218.51, **at least 50% of the dollar volume (“CBE minimum expenditure”) of the contract shall be subcontracted to SBEs.**
- (b) If there are insufficient qualified SBEs to meet the requirement of paragraph (a), the subcontracting requirement may be satisfied by subcontracting the CBE minimum expenditure to any qualified CBE; provided, that best efforts shall be made to ensure that qualified SBEs are significant participants in the overall subcontracting work.
- (c) For every dollar expended by the Contractor with a resident-owned business (ROB), as defined in D.C. Official Code § 2-218.02(15), the Contractor shall receive a credit for \$1.10 against the CBE minimum expenditure.
- (d) For every dollar expended by the Contractor with a disadvantaged business enterprise (DBE), as defined in D.C. Official Code § 2-218.33, the Contractor shall receive a credit for \$1.25 against the CBE minimum expenditure.
- (e) For every dollar expended by the Contractor that uses a company designated as both a DBE and as a ROB, the Contractor shall receive a credit for \$1.30 against the CBE minimum expenditure.
- (f) "COVID-19 emergency" means the emergencies declared in the Declaration of Public Emergency (Mayor's Order 2020-045) together with the Declaration of Public Health Emergency (Mayor's Order 2020-046), declared on March 11,

2020, including any extension of those declared emergencies.

- (g) This special provision shall apply to all option periods exercised under those contracts.
- (h) Except as provided in this paragraph C.6, the requirements of section C.2.1 shall remain in effect.

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Award

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

D.2 Evaluation Process

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

D.2.1 Evaluation Board

D.2.1.1 Selection and Appointment

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

D.2.1.2 Evaluation Board Responsibilities

The Evaluation Board shall:

- a. Review the Department's current data files on eligible A/E firms and Offerors' proposals received in response to this RFP.
- b. Evaluate current statements of A/E firms' qualifications and performance data on file with the Department and Offerors' proposals, in accordance with the prescribed criteria in **Section D.3**.
- c. Hold discussions with at least three (3) of the most highly rated qualified A/E firms about concepts and the relative utility of alternative methods of furnishing the required services; the A/E fees will not be discussed.
- d. Prepare a selection report for the CO recommending, in order of preference, at least three (3) A/E firms that are evaluated to be the most highly qualified to perform the required services, based on the selection criteria in **Section D.3**. The selection report shall include a description of the discussions and evaluation conducted by the board to allow the CO to: 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 **(35 points)**
- Specialized Experience and Technical Competence in the type of work required under this RFP– A/E and its sub-consultants Key Personnel **(20 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 **(35 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 (35 points)

Offerors will be evaluated based on their (i) past performance on contracts with the District, other governmental entities, and private industry in terms of cost control, quality of work and compliance with performance schedule; and (ii) the Offeror's past performance working with its proposed sub-consultants. This element of the evaluation will be worth up to thirty-five (35) points.

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

- A. List of five (5) 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 an educational facility or other facility with similar programmatic goals of DCIA (include if they were in a setting similar to Spingarn HS). 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 E.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 Specialized Experience and Technical Competence and in the type of work required under this RFP– A/E and its sub-consultants Key Personnel (20 points)

Offerors will be evaluated based on their (i) demonstrated experience in design excellence and design of public facilities in a manner that reflects civic importance and creates a sense of place and community; (ii) design of school 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 twenty (20) 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 the following information in consistent order:
1. Project name and location.
 2. Name, address, contact person and telephone number for owner reference.
 3. Name, address, contact person and telephone number for builder reference for those projects where the Offeror served on a design-build team.
 4. Brief project description including project cost, square footage, firm's scope of work, and key firm strengths exhibited.
 5. Identification of personnel involved in the selected project who are proposed to work on this Project.

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

D.3.3 Capacity to accomplish the work in the required time of the RFP – A/E and its sub-consultants Key Personnel (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 (35 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 DC entitlement and approval process for timely permitting of the project; and (v) describe the key challenges inherent and unique to converting Spingarn HS to the new home of the DC Infrastructure Academy and explain how they will be overcome or mitigated, specific attention should be given to any challenges that would have cost impacts. The Department will also consider the experience that the Offeror and its team members have working together on similar projects. This element of the evaluation is worth up to thirty-five (35) 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 submitted as follows:

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

An electronic copy of the complete proposals (**Technical and Price Proposals**) shall be submitted *electronically* to the individuals listed in **Section E.2 by the Due Date in Section E.3 of this RFP**. The email should be titled: **“Proposal for Architectural/Engineering Services for DCIA at Spingarn High School – DCAM-21-AE-RFP-0014.”**

E.2 Delivery or Mailing of Proposals

Pamela Ford Dickerson
DGS Contracting Officer
Pamela.dickerson@dc.gov

&

Michael Etekoachay
Contract Specialist
michael.etekochay@dc.gov

E.3 Date and Time for Receiving Proposals

Proposals shall be received by **2:00 p.m., on August 13, 2021**

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 Initial Design Fee and hourly rates proposal shall be submitted separately from Offeror's Technical Proposal and include all 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 an Initial 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 an Initial 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 J**)
- e) SBE Subcontracting Plan (**Attachment M**)

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

E.5 Contact Person

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

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

Michael Etekoachay
Contract Specialist
Department of General Services
1250 U Street, 3rd Floor
Washington, DC 20009
Michael.Etekoachay@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 Pre-proposal Conference

A Pre-Proposal Conference will be held on Tuesday July 13, 2021 at 11-12p.m. Interested Offerors are strongly encouraged to participate via Teams. Those interested in participating should contact the Contract Specialist, Michael Etekoachay at Michael.Etekoachay@dc.gov to be invited to the virtual Pre-proposal Conference.

DGS TEAMS is inviting you to a scheduled TEAMS Pre-Proposal Conference.

Friday July 16, 2021, from 11:00 AM | to 12:00 p.m. Eastern Time (US & Canada) | 1 hr

E.6.1 Site Visit

A site visit will be held on Tuesday July 20, 2021, from 9:00 am-10a.m. Interested Offerors are strongly encouraged to contact the Contract Specialist, Michael Etekoachay at Michael.Etekoachay@dc.gov 4:00 p.m. Monday July 19, 2021 and provide your email address to be invited to attend the outlook Teams virtual meeting.

E.7 Explanations to Prospective Offerors

Each Offeror should carefully examine this RFP 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 2 p.m., July 22, 2021. The person making the request shall be responsible for prompt delivery.

E.8 Protests

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

This **Section E.8** 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. Apart from 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 E.8** stated above.
- C. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the Proposal wrapper or other documentary evidence of receipt maintained by the installation.
- D. Notwithstanding any other provisions of this RFP to the contrary, a late modification of an otherwise successful proposal which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- E. Proposals shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of proposals.

E.13 No Compensation for Preparation of Proposals

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

E.14 Rejection of Proposals

The Department reserves the right, in its sole discretion:

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

E.15 Limitation of Authority

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

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

SECTION F INSURANCE REQUIREMENTS

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

F.1 General Requirements

INSURANCE

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

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

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured

Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

B. INSURANCE REQUIREMENTS

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

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

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

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved

by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

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

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
5. Environmental Liability/Contractors Pollution Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of environmental liability insurance covering losses caused by pollution or other hazardous conditions arising from ongoing or completed operations of the Contractor. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), clean-up costs, transit and non-owned disposal sites. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements. There shall be neither an exclusion nor a sublimit for mold or fungus-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under

the policy precedes the Contractor's performance of any work under the Contract and that continuous completed operations coverage will be maintained for at least ten (10) years or an extended reporting period shall be purchased for no less than ten (10) years after completion.

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

6. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, Workplace Torts, "Bullying" in "any location" and "by any means," including the Internet, whether between employees of contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
7. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$5,000,000 per claim or per occurrence for each wrongful act and \$5,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.
8. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. 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 or "shared" limits under a commercial general

liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the Office of Risk Management (ORM) for compliance review.

9. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

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

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

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

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

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

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

The Government of the District of Columbia

And mailed to the attention of:

Pamela Ford Dickerson
Supervisory Contract Specialist
Department of General Services
1250 U Street 3rd Floor
Washington, DC 20009
202-576-5596

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

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