

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



**D.C. DEPARTMENT OF GENERAL SERVICES**

**REQUEST FOR PROPOSALS  
DCAM-18-AE-0124**

**ARCHITECTURAL/ENGINEERING SERVICES  
JOHN EATON ELEMENTARY SCHOOL**

**September 12, 2018**

**Pre-proposal Conference:** September 20, 2018 2:00pm  
Capitol Hill Conference Room  
1250 U Street, 4<sup>th</sup> Floor  
Washington, DC 20009

**Site Visit:** September 20, 2018 at 4:00 p.m.

**Last Day for Questions:** September 28, 2018 at 4:00p.m.

**Proposal Due Date:** October 15, 2018 by 2:00 p.m.

**Contact:** James H. Marshall  
Senior Contract Specialist  
Department of General Services  
2000 14<sup>th</sup> Street, NW 8<sup>th</sup> Floor  
Washington, DC 20009

## Executive Summary

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

Eaton is located in Ward 3 at 3301 Lowell St NW, Washington, DC 20008. The school serves students in grades Prekindergarten through grade 5 and consists of several sequentially constructed buildings. The building, with exception of an addition at the front entrance, is considered historic. Eaton is located in the Cleveland Park Historic District. As the population grew, additional spaces were added at different times for different activities. In School Year 2017-2018, Eaton’s reenrollment was 477 students. After review of the District’s Office of Planning (“OP”), the DCPS student enrollment team expects enrollment to grow to 490 students by School Year 2025-2026.

DCPS desires the selected A/E firm to review the Feasibility Study prepared by R. McGhee & Associates (**Attachment B**) and further investigate potential conceptual solutions for the full modernization of Eaton. DCPS has engaged the Historic Preservation Office and is exploring demolition of the existing multi-purpose space, which will require review and approval by the Historic Preservation Review Board and Mayor’s Office. However, as part of the Conceptual Design Phase, DCPS would like the selected A/E firm to explore an option that demolishes the space and the improved educational benefits this may or may not provide for DCPS along with other options that keep the existing multi-purpose room intact. The District’s funding limitation for the Project is \$42,000,000.

To start the modernization process the District would like to solicit the services of an A/E Firm to create 100% Design Development Documents. In addition, the District requests one add alternate price to develop the documents to 100% Construction Documents. (See **Attachment C**, Form of Offer Letter.)

The Design Development Documents or Construction Documents will become the basis of a solicitation for Construction Manager at Risk (“CMAR”) contracts to modernize Eaton. Classroom space may require the layout and adjacencies of the existing building to be revisited in order to achieve the desired programmatic requirements which are set forth in the Education Specifications hereto attached as **Attachment A**. The modernization of the school design shall implement the latest applicable building codes for ADA accessibility and fire and life safety systems. The design shall also meet or exceed the minimum threshold for Sustainability for DC owned buildings that undergo major renovations. The A/E firm shall consider the historical nature of the Eaton buildings, and consider all DGS FM Building Standards, such as Sustainability/High Performance Best Practices, Building Automation Systems (BAS), Smart Roof Design Guide, and NREL Net Zero Guidelines. The Project shall be designed in such a way so as to achieve, at a minimum, LEED for Schools – Gold certification and must meet the requirements of the recently adopted International Green Construction Code and DOEE storm water management requirements. As part of the LEED certification, we will require the

innovation LEED Pilot Credit – Integrative Process for Health Promotion (<https://www.usgbc.org/credits/new-construction-core-and-shell-schools-new-construction-retail-new-construction-healthc-106>), the Green Roof Credit Program addressed, and Energy Star Certification. The A/E firm shall apply for and achieve Energy Star Certification and file the DOE Green Roof grant application.

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

### **A.1 Project Delivery Method**

The Department intends to implement the Project through CMAR delivery methods. The Department will engage CMAR contractors (“Contractors”) who will coordinate with the selected A/E firm to ensure that the designs developed by the A/E are consistent with the Department’s budgets and schedules for the Project. The Department envisions that a set of Design Development documents shall be completed as indicated in **Section A.5** Project Schedules, at which point the CMAR Contractors will provide Guaranteed Maximum Prices (“GMPs”) based upon the approved Design Development documents. It is contemplated that then Project’s GMP will be finalized in August 2019. Concurrent with execution of the GMPs, the A/E firm will work directly for the Department by supporting design oversight and implementation throughout the design and construction phases.

### **A.2 Form of Contract**

Offerors should carefully review the Form of Contract, **Attachment F**, (to be issued via addendum to the RFP) while submitting their proposal. To the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their proposal premised upon entering into a contract that is substantially similar to the Form of Contract (**Attachment F**) and that any proposed changes to the Form of Contract must be clearly identified and described in the proposal. A proposal that fails to specifically identify and describe the requested changes shall be deemed non-responsive.

### **A.3 Design Fees and Incentives**

As will be more fully described in the Form of Contract, the A/E will be paid a fixed price for all Design Phase services. Construction Administration services will be charged on an hourly basis at agreed-upon rates with not-to-exceed amount for each particular service. Offerors shall bid a design fee (the “Design Fee”) that covers all of the offerors costs associated with the preparation of the concept design (“CD”), schematic design (“SD”), a set of design development documents (“DDs”), Permit Set, the level of drawings are necessary to submit for, and receive, a permit from DCRA and a set of issued for construction documents (IFC).

The design approvals and the GMP package will be based on sets of Design Development documents. As such, the Department requests a coordinated set of Drawings between Architectural, Structural, MEP, and Fire Suppression System designs earlier than is typically

required of DDs. For the renovation that require all or part of the design for new construction to contain certain early release packages, the Department may include a materials abatement package, a demolition/raze package, and a foundation package. To create a compiled package, in advance of the documents for other trades, and in order to maintain the required accelerated schedule, a schedule of values (“SOV”) shall be provided that allocates portions of the design fee among the various design phases. For example, SOVs shall be provided to include fee amounts for each of the following phases: CDs, SDs, DDs, Permit Set, and IFC Set. In addition, breakout prices for the early release packages should also be provided. The SOV will be used for purposes of making progress payments.

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

The Department desires to have the A/E develop phasing plans to accommodate the Project. The cost of designing shall be included in each Offeror’s Design Fee

The Form of Contract (**Attachment F**) will provide for the retention of 5% of the firm fixed price, which will be held by the Department until the Project’s completion. In the event the Project is not delivered on time and on budget, the A/E will forfeit the retention amount. In the event of the project is delivered on time and on budget, the A/E will receive an amount equal to twice the retention. Thus, if the project is delivered on time and on budget, the A/E will receive 105% of the total design fee.

#### **A.4 Selection Criteria**

Proposals will be evaluated in accordance with the evaluation criteria below and further described in **Section D** of this RFP:

- a) Past Performance, Previous Experience and Specialized Experience including Historical Building Preservation– A/E and Team Members (30 points)
- b) Professional Qualifications, Specialized Experience and Technical Competence – Key Personnel (30 points)
- c) Capacity – A/E and Team Members and Key Personnel (15 points)
- d) Design Approach and Design Management Plan (25 points)

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

The schedule for the Eaton procurement is as follows:

- |                                 |                           |
|---------------------------------|---------------------------|
| • Issue A/E Services RFP        | September 12, 2018        |
| • Pre-proposal Conference (A/E) | September 20, 2018 2:00pm |
| • Site Visit (A/E)              | September 20, 2018 4:00pm |
| • Last Day for Questions (A/E)  | September 29, 2018 4:00pm |
| • Due Date Proposals (A/E)      | October 15, 2018 2:00pm   |

- Issue CMAR Contractor RFP October 26, 2018
- Pre-Proposal Conference (CMAR) November 5, 2018
- Notice of Award (A/E) November 22, 2018 (projected)
- Notice to Proceed/Letter Contract (CMAR) January 4, 2019 (projected)

## A.6 Project Schedule

The preliminary project schedule milestones for Eaton ES is as follows:

- Notice of Award and Notice to Proceed (A/E) November 22, 2018 (projected)
- Submit Concept Design December 21, 2018
- Submit Schematic Design February 22, 2019
- Submit 100% Design Development May 3, 2019
- Trade Bidding May/June 2019
- Pre-Construction Conference June 6, 2019
- ALT 1 Submit 100% CD June 14, 2019
- Substantial Completion, Phase 1 July 15, 2021

## A.7 Attachments

**Attachment A**- Education Specifications

**Attachment B**- Feasibility Studies

**Attachment C**- Form of Offer Letters

**Attachment D** - Disclosure Statement

**Attachment E** - Tax Affidavit

**Attachment F** - Form of Contract (To be provided via Addendum)

**Attachment G** - Standard Contract Provisions Architect & Engineering Contracts (To be provided via Addendum)

**Attachment H** - Bidder/Offeror Certification Form

**Attachment I** - SBE Subcontracting Plan

**Attachment J** - First Source Employment Agreement and Employment Plan

**Attachment K** - 2017 Living Wage Act

**Attachment L** - Past Performance Evaluation Form

**Attachment M** - EEO Policy Statement

**Attachment N** – Form of Notice to Proceed and Letter Contract (To be provided via Addendum)

## **SECTION B SCOPE OF WORK**

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

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

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

**B.2.1 Services:** The first phase of the project shall include program development and the preparation of CDs. The CDs shall be developed in contemplation of the possible future expansion of the facility for additional uses, or programs. During this phase, the A/E firm shall complete the following tasks:

- a. Conduct meetings with DCPS and DGS representatives to confirm instructional program and verify facility requirements on a space-by-space basis.
- b. Conduct life safety/building code analysis to verify compliance of design with all current applicable codes recently adopted and/or adopted by Washington, DC, including the 2013 District of Columbia Building Code, the 2013 District of Columbia Green Construction Code, the 2013 District of Columbia Energy Conservation Code, the 2013 District of Columbia Fire Code, the 2013 District of Columbia Mechanical Code, and the 2013 District of Columbia Plumbing Code.
- c. Conduct LEED Workshops with design team, DCPS and DGS representatives to identify sustainable design strategies to be included in the design. It is understood that a minimum of LEED for Schools-Gold certification is expected.
- d. Participate in Value Engineering workshops, as required, with DCPS, DGS representatives, and Contractor selected by the Department if necessary.
- e. Prepare and submit a preliminary master schedule and an independent construction cost estimate.
- f. Prepare and submit Environmental Impact Screening Form (EISF).
- g. Survey existing facility to confirm locations and types of hazardous materials to be abated, or mitigated.
- h. Request and receive hydrant flow test.
- i. Perform a minimum of three alternative mechanical systems evaluation and recommend selection.
- j. Confer with audio-visual and acoustic consultants to establish design requirements for the Project.
- k. Confer with the Department's IT representatives/consultants to verify technological requirements for the Project.
- l. Meet with DCPS and DGS representatives to develop preliminary phasing plans as necessary. The A/E firm shall develop, for the Department's approval, a phasing plan that aligns with the Project's funding schedules and multiple uses of the building

while still allowing for execution of the Project per the Project Schedule set forth in **Section A.6.**

- m. Conduct a minimum of two community meetings to solicit input and keep constituents informed. The A/E shall attend a minimum of three School Improvement Team (SIT) meetings as arranged by DCPS throughout the development of the project.
- n. Conduct a traffic study with a sub consultant, including a detailed examination and analysis of transportation patterns surrounding the building's property by a traffic engineer with D.C. DDOT Comprehensive Transportation Review procedures.
- o. Explore multiple building design and massing options, minimum of three, for DCPS, DGS, and the community to review and a final option will be selected at the conclusion of Concept Design. All designs shall include all spaces required in the DCPS Educational Specifications
- p. Submit the design(s) and start to engage CFA, HPO, Office of Planning, and other regulatory agencies as required.

**B.2.2 Deliverables:** During this phase, the A/E firm shall prepare and submit to the Department the below-listed deliverables. All such deliverables shall be subject to review and approval by the Department, and the A/E firm's pricing shall assume that revisions may be required to these documents to address concerns raised by the Department and/or other Project stakeholders.

- a. Historic resources survey
- b. Survey of existing conditions
- c. Education specifications survey update
- d. Flow Test Results
- e. Traffic Study Results
- f. Plan-to-Program Comparison (Plan-to-Program Test Fit)
- g. Results of Hazardous Materials Survey
- h. Record of Accepted LEED Strategies
- i. Record of Accepted Value Engineering Strategies
- j. EISF Submission
- k. Summary of Required Agency Review, Timetables, including but not limited to: Office of Planning ("OP"), Commission of Fine Arts ("CFA"), National Capital Planning Commission ("NCPC"), and Historic Preservation Office ("HPO") to include a preliminary archeological study
- l. Architectural Concept Development
  - i. Development of final master site plan
  - ii. Building plans and massing diagrams
  - iii. Preliminary cost estimates
  - iv. Project schedule
  - v. Preliminary Phasing Plan
- m. Meeting minutes of standing project meetings and Design Review Meetings
- n. Construction Cost Estimate

### **B.3 Schematic Design Phase:**

During this phase, the A/E firm shall develop SDs that meet the Education Specifications set forth in **Attachment A** and the Department's schedules and budget requirements for the Project, (*i.e.* designed to budget). The SDs shall contain such detail as is typically required for schematic design under the standard AIA contract.

**B.3.1 Services:** In general, the A/E shall complete the following tasks during this phase:

- a. Further develop conceptual plans and incorporate design changes. Building elevations shall be produced and exterior materials shall be explored and presented to DCPS, DGS, and the community for initial feedback.
- b. An in-depth presentation and feedback session with different department leaders from DCPS and DGS
- c. Conduct community meetings to solicit input and keep constituents informed. The A/E shall attend a minimum of three School Improvement Team (SIT) meetings as arranged by DCPS throughout the development of the project.
- d. Prepare necessary presentation materials (renderings and models) to communicate design intent and obtain approval of design direction.
- e. Continue development of phasing plan based on the approved CDs, to accommodate the school's needs for the duration of construction.
- f. Submit an early estimate for the modernization with a magnitude of error of Not to Exceed +/- 10% of the Project hard cost budget.
- g. Conduct DOEE, DCRA, DDOT and DC Water Preliminary Design Review meetings.
- h. If it is necessary for the Project early inquiry with Public Utility Companies PEPCO and Washington Gas as well as Verizon should be conducted.

**B.3.2 Deliverables.** During this phase, the A/E firm shall prepare and submit to the following deliverables for Department's review approval. The A/E firm shall provide revisions as necessary to these documents to address concerns raised by the Department and/or other Project stakeholders.

- a. Digital floor plans and site plan
- b. Preliminary building elevations, sections, and preliminary exterior material selections
- c. Plan-to-Program Comparison (Plan-to-Program Test Fit)
- d. Design Narrative
- e. Updated schedule and construction cost estimate
- f. Phasing Plan
- g. Register the project with USGBC to obtain LEED certification and pay all registration fees. Preliminary LEED Scorecard
- h. If Value Engineering is necessary (in particular for the HVAC System selection) it should be executed at this stage of the design submission with all the stake holders.
- i. Meeting minutes of standing project meetings and Design Review Meetings

#### **B.4 Design Development Phase:**

During this phase, the A/E firm shall progress the SDs into DDs. The DDs shall represent the logical development of the approved SDs any oral or written feedback provided by the Department, and shall be advanced in a manner consistent with the Department's budget for the Project. It is anticipated that such DDs will serve as the basis of a GMPs which is to be provided by the Contractors, selected by the Department, for the Project. As such, the DDs will require a greater level of detail than is typically required in DDs, and in particular, the Department will expect a greater level of detail with regard to Architectural, Structural, MEP, and Fire Suppression System designs. Throughout the design development phase, the A/E shall work with the CMAR Contractors, and at a minimum, shall meet with the CMAR Contractors twice a month to discuss the status of the design, any key issues, and the level of detail required in the DDs in order to allow for accurate pricing by trade subcontractors. A complete set of coordinated drawings between each discipline is expected to be submitted at this stage of the Design Phase.

**B.4.1 Services.** The specific services required during this phase are:

- a. Select and draft specifications for materials, systems, and equipment.
- b. Develop detailed and dimensioned plans, wall sections, building sections and elevations, and construction schedules. In addition to floor plans, reflected ceiling plans, and furniture/millwork plans shall also be included. Interior materials shall be explored and presented to DCPS, DGS for initial feedback.
- c. Complete code compliance analysis and drawing.
- d. Confirm space-by-space equipment layouts with representatives from the Chancellor's Office and DGS.
- e. Coordinate furniture, fixtures, and equipment requirements.
- f. Conduct follow up meetings with review agencies as required.
- g. Present the design to CFA, Office of Planning, and other regulatory agencies as required.
- h. An in-depth presentation and feedback session with different department heads from DCPS and DGS
- i. Conduct community meetings to solicit input and keep constituents informed. The A/E shall attend a minimum of three School Improvement Team (SIT) meetings as arranged by DCPS throughout the development of the project.
- j. Provide a progress set of drawings and a design presentation to DCPS and DGS at 50% DDs
- k. Prepare, and submit applications, and load calculations for the utility connections (Including Gas, Water, Electric, Storm Water, Sewer, and Fire Sprinkler lines).

**B.4.2 Deliverables.** During this phase, the A/E firm shall prepare and submit the following deliverables for Department's review and approval. The A/E firm shall provide revisions as necessary to these documents to address concerns raised by the Department and/or other project stakeholders.

- a. 35% (minimum progress) documents for all technical disciplines, drawings, specs, and MEP calculations
- b. 50% design development progress printing
- c. A reconciliation report that addresses issues raised by the Contractor as a result of the 50% progress printing.
- d. CFA submission materials; meetings and presentations to CFA and other regulatory agencies as required.
- e. Updated LEED Scorecard
- f. Submit the A/E's second estimate for the Hard Cost of the Project with a Maximum +/- 5% of the applicable Project' budgets
- g. Plan-to-Program Comparison (Plan-to-Program Test Fit)
- h. Meeting minutes of standing project meetings and Design Review Meetings
- i. Updated schedule and construction cost estimate

Following the Department's review and approval of the DDs, the CMAR Contractors will solicit bids from trade subcontractors based on these documents. The A/E firm shall respond to RFIs and provide ASIs during such bidding process without additional cost to the Department or the CMAR Contractors. Based upon the trade pricing received by the CMAR Contractors, the A/E firm shall engage in additional value engineering efforts to return the Project to budget. The design development phase shall not be considered complete unless and until GMPs for the Project is agreed upon.

## **B.5 Permit Set**

**B.5.1 Services:** The A/E shall develop a set of documents for permitting Permit Set. The Permit Set shall represent the further progression of the approved DDs together with any value engineering strategies approved by the Department. The Permit Set shall be construction documents progressed to approximately 75% completion of those required in a traditional Design/Bid/Build delivery method; however, the Permit Set shall nevertheless be code compliant and permit ready, with all major systems sufficiently designed, detailed, specified, coordinated, and developed.

**B.5.2 Deliverables:** During this phase, the A/E firm shall prepare and submit the following deliverables for Department's review and approval. The A/E firm shall provide revisions as necessary to these documents to address concerns raised by the Department and/or other Project' stakeholders.

- a. Prepare detailed and coordinated drawings and specifications to be included in the Permit Set.
- b. Prepare application and submit documents for building permit.
- c. Upload all documents to DCRA's permit document review website in accordance with their instructions.
- d. Prepare all traffic control plans required to obtain relevant DDOT permit approvals at all stages of the project.

- e. Prepare and submit early release packages for permitting, if required, based on the design. If new construction (i) hazardous materials abatement package; (ii) a demolition/raze package; and (iii) a foundation-to-grade package.
- f. Prepare DDOT public space modifications package for submission to and approval by DDOT Public Space Committee, participate in Committee meetings as necessary.
- g. Prepare and submit DC Water permit application packages (all permit types that may be required) and DOEE Storm Water Management and Green Area Ratio packages for review and approval.

**B.5.3** The A/E firm shall incorporate into the Permit Set the design requirements of governmental authorities having jurisdiction over the Project. In addition, the A/E shall (a) define, clarify, or complete the concepts and information contained in the Permit Set; (b) correct design errors or omissions, ambiguities, and inconsistencies in the Permit Set (whether found prior to or during the course of construction); and (c) correct any failure of the A/E to follow written instructions of the Department during any phase of design services or the construction of the Project provided they are compatible with industry standards.

## **B.6 Issue for Construction (IFC) Documents (Alternate 1)**

Upon review and approval of the Permit Set, the CMAR Contractors will construct the modernization work. The A/E firm shall provide such additional design services as are requested by the Contractor, including, but not limited to, the preparation of more developed CDs, if requested, and the provision of construction administration services.

**B.6.1 Construction Documents.** The A/E firm shall develop an IFC” Set for comments. The IFC Set shall represent the further progression of the approved Permit Set together with any value engineering strategies approved by the Department. The IFC Set shall be progressed to One Hundred Percent (100%) completion of those required in a traditional Design/Bid/Build delivery method. The CDs shall be coordinated and shall contain at a minimum the level of detail typically required for CDs under the AIA Best Practices. The A/E shall respond to and revise the CDs as may be necessary in order to address any concerns raised by the code official. Additionally, the A/E and DGS shall agree on appropriate conference or industry publication to present/profile the project, awards to apply for and architect to prepare submissions for DGS.

## **B.7 Bidding and Construction Administration Services**

**B.7.1 Bidding.** The A/E firm shall provide support to the CMAR Contractors and the Department as necessary to support the bidding of trade subcontracts. These services shall include, but are not necessarily limited to:

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

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

- a. Attend weekly progress meetings. A/E firms' site visits are included in the Design Fees.
- b. Review and process shop drawing submissions, RFI's, etc.
- c. Prepare meeting notes and records of decisions/changes made.
- d. Conduct pre-closeout inspections.
- e. Review closeout documents for completeness, such as As-Built Drawings based on the Contractor's red line drawings and/or coordinated set developed during the subcontractor coordination process. As-Built Drawings shall be transmitted to DGS in hard copy, PDF and CAD formats.

**B.7.2.1 Deliverables.** In addition, the A/E shall provide the following deliverables during this phase:

- a. Meeting minutes.
- b. RFI Responses
- c. ASI's and/or other clarification documents.
- d. Punch lists.
- e. Closeout document review comments.
- f. As-Built Drawings

## **B.8 Key Personnel**

In its proposal, the Offerors shall identify their key personnel. Key personnel shall include, at a minimum, the following individuals: (i) the Design Principal; (ii) the Project Architect; (iii) the Project Designer; (iv) the key MEP engineers; and (v) the key structural engineers. **The A/E shall not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement.** The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

## **B.9 Licensing, Accreditation and Registration**

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

## **B.10 Conformance with Laws**

It shall be the responsibility of the A/E firm to perform under the contract in conformance with the applicable federal and District laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies including the following:

### **B.10.1 Service Contract Act**

The A/E firm agrees that the work performed under this Agreement shall be subject to the Service Contract Act Wage Determination in effect on the date this agreement is executed. Service Contract Wage Schedules are available at [wdol.gov](http://wdol.gov)

### **B.10.2 First Source Employment Agreement**

The A/E firm 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 Agreement, or after such subconsultant or subcontractor enters into a contract with each A/E, to work on the Project shall be residents of the District of Columbia. This percentage shall be applied in the aggregate, and not trade by trade. In addition, the A/E shall use commercially reasonable best efforts to comply with the workforce percentage goals established by the recently adopted amendments to the First Source Employment Agreement Act of 1984 (D.C. Code §§ 2-219.01 *et seq.*) and any implementing regulations.

### **B.10.3 Living Wage Act**

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

### **B.10.4 Equal Employment Opportunity (EEO)**

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

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

The Department of General Services General Provisions Standard Contract Provisions Architects and Engineers Contracts (**Attachment G**) are applicable to this procurement. The revised Standard Contract Provisions will be issued via Addendum.

### **B.12 Substantial Completion**

Time is of the essence with respect to the contract. The Project must be substantially complete by July 15, 2021.

## **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 as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, being a local business enterprise with its principal office located in an enterprise zone, being a veteran-owned business enterprise, or being a local manufacturing business enterprise. (A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.) In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror's proposal:

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

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

#### **C.1.2 Preferences for Certified Joint Ventures**

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

**C.1.2.1** A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.

**C.1.2.2** Any vendor seeking certification in order to receive preferences under this solicitation

should contact the:

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

**C.1.2.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

## **C.2 LSDBE Participation**

The Department requires that significant participation by business enterprises certified by the Department of Small and Local Business Development as: (i) a local business enterprise; (ii) a small business enterprise; (iii) a disadvantaged business enterprise; (iv) having a owned resident business; (v) being a longtime business resident; or (vi) having a local business enterprise with its principal office located in an enterprise zone. Accordingly, and in addition to the preference points conferred by **Section C.1**, 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 the District of Columbia Department of Small and Local Business Development and 20% of the contract work to entities that are certified as Disadvantaged Business Enterprises. Offerors shall submit a SBE Subcontracting Plan (**Attachment I**) 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 the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, in accordance with D.C. Official Code § 2-218.51, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

**C.2.1.2** If there are insufficient SBEs to completely fulfill the requirement of paragraph C.2.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

**C.2.1.3** A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections C.2.1.1 and C.2.1.2.

**C.2.1.4** Except as provided in C.2.1.5 and C.2.1.6, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

**C.2.1.5** A prime contractor that is a certified joint venture and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

**C.2.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

**C.2.1.7** A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

**C.2.1.8 Subcontracting Plan**

The selected A/E firm shall perform at least 35% of the contracting effort with its own forces, and if the A/E firm subcontract any work, 35% of the subcontracted effort must be subcontracted to CBEs in accordance with the provisions of C.2.1 of this clause. For subcontracted work, pass through entities will not count toward this goal. In order to count toward the subcontracting requirement, the SBE must perform at least thirty five percent (35%) of the work that is being counted toward the goal with its own forces. The LSDBE certification shall be, in each case, as of the effective date of the subcontract. Supply agreements with material suppliers shall be counted toward meeting this goal.

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

Each subcontracting plan shall include the following:

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

### **C.2.1.9 Copies of Subcontracts**

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

### **C.2.1.10 Subcontracting Plan Compliance Reporting**

**C.2.1.10.1** If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

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

**C.2.1.10.2** If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

### **C.2.1.11 Annual Meetings**

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

### **C.2.1.12 DSLBD Notices**

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

### **C.2.1.13 Enforcement and Penalties for Breach of Subcontracting Plan**

**C.2.1.13.1** A contractor shall be deemed to have breached a subcontracting plan required by law, if the 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 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 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 firm nor a Subcontractor may remove a Subcontractor or tier-Subcontractor if such Subcontractor or tier-Subcontractor is certified as an LSDBE company unless the Department approves of such removal, in writing. The Department may condition its approval upon the Contractor developing a plan that is, in the Department's sole and absolute judgment, adequate to maintain the level of LSDBE participation on the Project.

## **C.2.2 A/E as SBE or CBE**

An A/E firm which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of Section C.2.

## **C.3 Residency Hiring Requirements for Contractors and Subcontractors**

At least fifty-one percent (51%) of the Offeror's team and every subconsultant's employees hired after the Offeror enters into a contract with the Department, or after such subconsultant enters into a contract with the Offeror, to work on this project, shall be residents of the District of Columbia. This percentage shall be applied in the aggregate, and not trade by trade. In addition, the selected A/E 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 10<sup>th</sup> 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 these Project. As applicable, the A/E firm 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 firm shall be liable for any subcontractor non-compliance.

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

### **D.1 Award**

The Department intends to award a contract based on the demonstrated competence and qualifications of prospective contractors to perform the services required at fair and reasonable prices.

### **D.2 Evaluation Process**

The Department will evaluate submissions and any best and final offers in accordance with the provisions of § 2-356.04 Procurement Practices Reform Act, as amended, and Sections 2620 – 2633 of the District of Columbia Municipal Regulations.

#### **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 boards composed of members who, collectively, have experience in architecture, engineering, construction, and District and related procurement matters. Members of evaluation board shall include highly qualified professional employees of the District and may include private practitioners of architecture, engineering, or related professions. The head of the contracting agency shall designate at least one (1) District employee member of each board as the chairperson. No firm shall be eligible for award of an architect-engineer contract during the period in which any of its principals or associates are participating as members of the awarding evaluation board

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

In addition to the Evaluation Board, two (2) non-voting Technical Advisors will be appointed to participate in the evaluation of proposals. The Technical Advisors, representing the Eaton Elementary School community, will provide the Evaluation Board Chairperson feedback on each proposal. Specifically, the Technical Advisors will perform the following:

- a. Complete a Non-Disclosure and Confidentiality Statement
- b. Review the RFP and any addenda issued
- c. Complete an independent assessment of each proposal
- d. Submit written comments to the Evaluation Board Chairperson
- e. Participate in Evaluation Board selection meetings

##### **D.2.1.3 Responsibilities**

The Evaluation Board shall:

- a. Review responses received in response to the RFP
- b. Evaluate the firms in accordance with the prescribed criteria in Section D.4.
- c. Hold discussions with at least three (3) of the most highly qualified 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 Contracting Officer recommending, in order of preference, at least three (3) firms that are evaluated to be the most highly qualified to perform the required services. The selection report shall include a description of the discussions and evaluation conducted by the board to allow the contracting officer to review the considerations upon which the recommendations are based.

### **D.3 Discussions**

The Department intends to hold discussions with at least three (3) of the most highly qualified firms about concepts and the relative utility of alternative methods of furnishing the required services. Each Offeror shall make an oral presentation to the Department's Evaluation Board, and participate in a question and answer session. The purpose of the discussions and the question and answer session is to permit the Evaluation Board to fully understand and assess the qualifications of each firm and the Offeror's key personnel. The submission will be re-scored at the conclusion of the oral presentation. The Discussions will be scheduled through the Department's Contracting and Procurement Division and will include the Evaluation Board and the Contracting Officer or designee. The Evaluation Board will prepare the selection report based on the discussions and the evaluation conducted.

### **D.4 Proposal Evaluation**

Each proposal will be scored on a scale of 1 to 100 points. In addition, eligible Offerors will be receive up to 12 preference points as described in **Section C.1** of this RFP for designation by the Department of Small and Local Business Development as a by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 112.

- a. Past Performance, Previous Experience and Specialized Experience including Historical Buildings Preservation– A/E and Team Members (30 points)
- b. Professional Qualifications, Specialized Experience and Technical Competence – Key Personnel (30 points)
- c. Capacity – A/E and Team Members and Key Personnel (15 points)
- d. Design Approach and Design Management Plan (25 points)

#### **D.4.1 Past Performance, Previous Experience and Specialized Experience including Historical Building Preservations – A/E and Team Members (30 points)**

Offerors will be evaluated on their past performance, previous experience, and specialized experience providing the required services on contracts with the District, other governmental

entities, and private industry in terms of cost control, quality of work, and compliance with performance schedules.

Offerors will be evaluated based on their demonstrated experience in (i) design excellence and design of public facilities in a manner that reflects civic importance and creates a sense of place and community; (ii) design of school facilities in an urban setting; (iii) cost estimating and value engineering/management; (iv) knowledge of the local regulatory agencies and code officials; (v) design around buildings of historic significance including historical preservation documentation and approvals; (vi) 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; (vii) Offeror's previous experience and past performance working with its proposed team members.

If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture 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; and (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. This element of the evaluation will be worth up to thirty (30) points.

#### **D.4.2 Professional Qualifications, Technical Competence and Specialized Experience – A/E and Team Members Key Personnel (30 points)**

Offerors will be evaluated based on the Offeror's and team members Key Personnel demonstrated professional qualifications, technical competence and specialized experience to complete the required services including demonstrated experience designing and completing high quality, construction projects on-time and on-budget. Key personnel shall include, at a minimum, the following individuals: (i) the Design Principal; (ii) the Project Architect; (iii) the Project Designer; (iv) the lead MEP engineer; (v) the key structural engineers and (vi) the extent the Offeror's has collaborated with other team members on similar projects. This element of the evaluation will be worth up to thirty (30) points.

#### **D.4.3 Capacity – A/E and Team Members Key Personnel (15 points)**

Offerors will be evaluated based on the A/E and team members Key Personnel's capacity to meet the needs of this project. The Offeror shall include an analysis of the overall proposed contributions of the A/E and proposed firms 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 fifteen (15) points.

#### **D.4.4 Design Approach and Design Management Plan (25 points)**

Offerors shall submit: (i) a discussion of their intended Design Approach; and (ii) a Design Management Plan. This 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 Design Management Plan shall clearly explain how the Offeror intends to manage and implement the Project, to include all contemplated phasing. Among other things, the Design Management Plan shall 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 Offeror proposes to staff and handle construction administration and interact with the builder; (iv) how the Offeror will manage the design process to ensure that bid packages are issued in a timely manner and incorporate agreed upon value engineering changes; and (v) describe the key challenges inherent and unique to the Project and explain how they will be overcome or mitigated, specific attention shall be given to the phasing of construction. This element of the evaluation is worth up to twenty-five (25 points).

**SECTION E**  
**PROPOSAL ORGANIZATION AND SUBMISSION**

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 Submission Identification**

Submissions shall be proffered in an original and six (6) hard copies as well as two (2) electronic copies on CD-ROM or USB flash drive. The Offeror's submission shall be placed in a sealed envelope conspicuously marked:

**“DCAM-18-AE-0124**  
**Proposal for Architectural/Engineering Services for Eaton Elementary School”**

**E.2 Delivery or Mailing of Submissions**

Submissions should be delivered or mailed to:

George G. Lewis  
Associate Director/Chief Contracting Officer  
Department of General Services  
2000 14th St, NW – 8th Floor  
Washington, DC 20009

**E.3 Date and Time for Receiving Submissions**

Submissions shall be received no later than **2:00 p.m. EST, on October 15, 2018**. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

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

All submissions shall be submitted on 8-1/2" x 11" bond paper and typewritten. Telephonic, telegraphic, and facsimile submissions 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 submission shall be organized in two volumes, a technical proposal and a fee 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 Sections E.4.1.2 – E.4.1.6 described below.

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

The Offeror shall provide the following information for the principal Architectural 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) and areas of specialty/concentration
  4. Current firm workload(s) projected over the next two years
- c. Provide a list of any contract held by the Offeror or Key Team members where the contract was terminated (either for default or convenience). This list shall 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.

#### **E.4.1.3 Past Performance, Previous Experience and Specialized Experience – A/E and Team Members (25 points)**

The Offeror shall provide the following information:

- a. List all projects that the A/E and its team members have worked on in the last 5 years that are similar to this project. For purposes of this paragraph, similar shall mean projects where the Offeror has served as the lead design consultant for a project where the estimated construction costs exceeded \$25,000,000. This information shall 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. Detailed descriptions of no more than ten (10) projects that best illustrate and highlight the A/E and the team's past performance and previous and specialized experience relevant to this project. The Offeror shall provide at a minimum three (3) projects where the Offeror served as the lead architect on the design team. The Offeror shall also provide at a minimum two (2) projects to highlight each team member's past performance, previous and specialized experience relevant to this project. The Offeror shall provide the following information for each project:
  1. Project name and location
  2. Name, address, email, contact person and telephone number for owner reference

3. Brief project description including project cost, square footage, firm's scope of work, and key strengths exhibited by the A/E/team members
  4. Project process and schedule data including construction delivery method, and construction completion date (any unusual events or occurrences that affected schedule should be explained)
  5. Identification of personnel involved in the selected project who are proposed to work on this project
  6. Identification of the similarities relevant to this project
  7. Whether the project was delivered on budget
  8. Renderings or photographs that show the interior and exterior of the project.
- c. The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms (**Attachment L**), are completed and submitted on behalf of the A/E and a minimum of two (2) Past Performance Evaluation forms for each team member directly to the Department's POC stated on page 1 and **Section F.1** by the due date for Proposals as specified in **Section E.3**.

**E.4.1.4 Professional Qualifications, Specialized Experience and Technical Competence – A/E and Team Member's Key Personnel and (25 points)**

The Offeror shall provide a description of the A/E's and team member's Key Personnel professional qualifications, specialized experience and technical competence necessary for satisfactory performance of the required services. The Offeror shall provide at a minimum the following:

- a. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the A/E.
- b. Resumes for each key participant proposed by the A/E and team members 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
- c. 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.

**E.4.1.5 Capacity (25 points)**

The Offeror shall provide the information and analysis described in **Section D.4.3**.

**E.4.1.6 Design Approach and Design Management Plan (25 points)**

The Offeror shall submit a Design Approach and Design Management Plan that addresses the issues set forth in **Section D.4.4** of this RFP.

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

The fee proposal shall include the following:

##### **E.4.2.1 Offer Form**

Each Offeror shall submit an Offer Letter substantially in the form of **Attachment C**, including a Design Fee and hourly rates, in accordance with **Attachment C**. The Offer Form shall also describe and any requested changes to the Form of Contract. Material deviations, in the opinion of the Department, from the Offer Form shall be sufficient to render the proposal non-responsive.

##### **E.4.2.2 Fee Proposal Attachments**

Each Offeror shall complete and submit the following Attachments in the Offeror's Fee Proposal:

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

**SECTION F**  
**PROPOSAL PROCEDURES & PROTESTS**

**F.1 Contact Person**

For information regarding this RFP please contact:

James H. Marshall  
Senior Contract Specialist  
Department of General Services  
2000 14<sup>th</sup> Street, NW 8<sup>th</sup> Floor [james.marshall@dc.gov](mailto:james.marshall@dc.gov)  
(202) 664-0416

Any written questions or inquiries shall be sent to James Marshall at [james.marshall@dc.gov](mailto:james.marshall@dc.gov)

**F.2 Preproposal Conference and Site Visits**

**F.2.1 Pre-proposal Conference**

A pre-proposal conference will be held on September 20, 2018 at 2:00pm. The conference will be held at the **Capitol Hill Conference Room 1250 U Street, NW, 4<sup>th</sup> Floor, Washington, DC 20009**. Interested Offerors are strongly encouraged to attend.

**F.2.2 Site Visits**

A site visit will be held at Eaton Elementary School on September 20, 2018 beginning at 4:00pm

**F.3 Explanations to Prospective Offerors**

Each Offeror should carefully examine this Request for Proposals and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. 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 should be directed to James Marshall at the address listed in **Section F.1** no later than the close of business on September 28, 2018. The person making the request shall be responsible for prompt delivery.

#### **F.4 Protests**

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

#### **F.5 Contract Award**

This procurement is being conducted in accordance with Procurement Practice Regulation Act (PPRA) Section § 2-356.04, Architectural and Engineering Services. The Contracting Officer will negotiate contracts for these services based on the demonstrated competence and qualifications of prospective contractors to perform the services required at fair and reasonable prices.

#### **F.6 Retention of Submissions**

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

#### **F.7 Examination of Submissions**

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.

#### **F.8 Late Submissions: Modifications**

**F.8.1** Any submission or best and final offer received at the office designated in this RFP after the exact time specified for receipt shall not be considered.

**F.8.2** Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in F.8.1 stated above.

**F.8.3** 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 submission wrapper or other documentary evidence of receipt maintained by the installation.

**F.8.4** Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.

**F.8.5** Submissions shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of submissions.

### **F.9 No Compensation for Preparation of Submissions**

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

### **F.10 Rejection of Submissions**

The Department reserves the right, in its sole discretion to:

- a. Cancel this solicitation or reject all submissions.
- b. Reject submissions that fail to prove the Offeror's responsibility.
- c. Reject submissions that contain conditions and/or contingencies that in the
- d. Department's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- e. Waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
- f. Take any other action within the applicable Procurement Regulations or law.
- g. Reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.

### **F.11 Limitation of Authority**

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

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

## **SECTION G INSURANCE REQUIREMENTS**

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

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

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. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

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

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

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

## **G.2 Required Insurance**

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

**G.2.1 Commercial General Liability Insurance (“CGL”)** - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

**G.2.2 Automobile Liability Insurance** - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

**G.2.3 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.

**G.2.4 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 G.2.4 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

**G.2.5 Environmental Liability Insurance** - The Contractor shall provide evidence satisfactory to the CO of pollution legal liability insurance covering losses caused by pollution conditions that arise from the ongoing or completed operations of the Contractor. Completed operations coverage shall remain in effect for at least ten (10) years after completion of the work. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), cleanup costs, liability and cleanup costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). There shall be neither an exclusion nor a sublimit for mold-

related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution legal liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous coverage will be maintained or an extended reporting period will be exercised for at least ten (10) years after completion. The Contractor also must furnish to the Owner certificates of insurance evidencing pollution legal liability insurance maintained by the transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.

**G.2.6 Cyber Liability Insurance** - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

**G.2.7 Employment Practices Liability**. The A/E firm shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. The policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. 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.

**G.2.8 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.

**G.2.9 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.

### **G.3 Primary and Noncontributory Insurance**

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

### **G.4 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.

### **G.5 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.**

### **G.6 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.7 Measure of Payment**

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

### **G.8 Notification**

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

also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

### **G.9 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:  
George G. Lewis  
Associate Director/Chief Contracting Officer  
Department of General Services  
2000 14<sup>th</sup> Street, NW 8<sup>th</sup> Floor  
Washington, DC 20009  
202 727-2800  
[george.lewis@dc.gov](mailto:george.lewis@dc.gov)

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

### **G.10 Disclosure of Information**

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

### **G.11 Carrier Ratings**

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