

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES



**REQUEST FOR PROPOSALS**

**Solicitation Number: DCAM-19-CS-RFP-0004**

**ARCHITECTURAL/ENGINEERING SERVICES FOR MODIFICATION OF  
DEANWOOD RECREATION CENTER INDOOR POOL HVAC SYSTEM**

**Solicitation Issue Date: June 7, 2019**

**Pre-Proposal Conference  
& Site Visit:**

**June 13, 2019 at 10:00 a.m.**  
Deanwood Recreation Center  
1350 49th St, NE  
Washington, DC 20019

**Supplementary Site  
Evaluation Visit:**

**June 14, 2019 from 9:00 a.m. to 11:00 a.m.**  
Deanwood Recreation Center  
1350 49th St, NE  
Washington, DC 20019

**Last Day for Questions: June 17, 2019 at 2:30 p.m.**

**Proposal Due Date: June 25, 2019 at 2:00 p.m.**

**Contact:**

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## **Executive Summary**

The District of Columbia Department of General Services (“DGS”, “District” or “Department”), on behalf of the Department of Park and Recreation (“DPR”), is requesting the services of an architectural/engineering (“A/E”) firm to provide professional design services and to serve as the A/E for the Department’s modification of Deanwood Recreation Center Indoor Pool HVAC System, located at 1350 49th Street, NE, Washington, DC 20019 (the "Project").

The Deanwood Recreation Center was completely modernized in approximately 2010, and includes an indoor aquatic center. Over the last few years, both DGS Capital Construction Services Division (“DGS-CCSD”) and Facilities Management Division (“DGS-FMD”) have been made aware of major problems with the HVAC system for the building, mainly due to insufficient or incorrect maintenance. The impacts of this system are primarily insufficient airflow in the building, especially in the aquatic center. During summer months, the facility staff has, during periods of very hot weather, been forced to shut down the aquatic center. These circumstances have led the Department of Parks and Recreation (DPR) to mark the Deanwood Recreation Center HVAC project as an urgent capital project that needs to be addressed as quickly as possible.

The Construction Budget for performing this project is \$990,000.00. The A/E shall propose a lump sum fee for Title I and Title II services for the project listed above.

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

The Department intends to implement this project through a design-bid-build approach.

### **A.2 SERVICES TO BE PERFORMED**

The Project includes assessing the needs of the Deanwood Recreation Center Indoor HVAC System and addressing life safety and code deficiencies while staying within the stated construction budget. The focus of this design shall be on providing maximum value, durability, and functionality for the facility while minimizing maintenance requirements, utility costs, programmatic changes, and disruption of services.

The proposed improvements required shall be performed in a manner so as to minimize the current program and daily operations at the center. The design professional shall prepare a phasing plan that achieves this objective.

The A/E Services are to provide DPR/DGS with initial designs, construction documents, cost estimates, and preliminary construction schedule (bid package). The bid package will be used to solicit bids from construction contractors. The A/E shall also address the Title I and Title II Work Requirements outlined in Section B. In addition to Title I and Title II services, the A/E will obtain the general building permit for the project. The fee for the building permit will be reimbursed to the A/E at cost. All work shall be in accordance with applicable codes of the District of Columbia, including but not limited to all applicable building codes, fire code, life safety code, Uniform

Federal Accessibility Standards (UFAS), ADA Accessibility Guidelines (ADAAG), and the applicable requirements of the 2013 District of Columbia Construction Codes.

## **A.2 COORDINATION TO BE PERFORMED:**

The A/E shall meet with all the appropriate regulatory agencies to ascertain requirements for compliance. Upon complying with the aforementioned requirements and satisfactorily addressing all comments in the reviews noted below, the A/E will submit the final permitted documents, if a building permit is required, for editing by DGS.

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

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

## **A.4 Design Fees**

As will be more fully described in the Form of Contract, the selected A/E will be paid a fixed price for all design phase services through construction administration services. Offerors will be required to bid a Design Fee that covers all of the Offeror’s costs associated with the preparation or provision of the (i) pre-design services; (ii) a set of design development documents; (iii) complete construction documents; (iv) construction administration services; and (v) commissioning/testing and balancing. Offerors will also be required to submit a schedule of hourly rates for any additional work that is required.

A schedule of values should be provided that allocates the Design Fee among the various design phases (i.e. pre-design services, design development, construction documents, construction administration, and commissioning/testing and balancing).

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

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

## **A.5 Selection Criteria**

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

## **A.6 Estimated Project Schedule**

The preliminary Project milestone schedule for the Modification of Deanwood Recreation Center Indoor Pool HVAC System is as follows, after Notice of Award:

- Pre-Design Services - 1 week after NTP
- Design Development Drawings Submission - 3 weeks after NTP
- Construction/Permit Document Submission - 4 weeks after NTP
- 100% Construction Documents Submission - 5 weeks after NTP

## **A.7 Estimated Procurement Schedule**

The schedule for the Modification of Deanwood Recreation Center Indoor Pool HVAC System procurement is estimated as follows and subject to revision.

- Issue RFP - June 7, 2019
- Pre-Proposal Conference & Site Visit - June 13, 2019 at 10:00 a.m.
- Supplementary Site Evaluation Visit - June 14, 2019 from 09:00 to 11:00 a.m.
- Last Day for Questions/Clarifications - June 17, 2019 at 2:30 p.m.
- Proposals Due Date - June 25, 2019 at 2:00 p.m.
- Notice of Award - on or about July 15, 2019 (projected)
- Issuance of NTP - on or about July 15, 2019 (projected)

## **A.8 Attachments**

The Request for Proposals contains the following Attachments:

- Attachment A** - Facility Condition Assessment
- 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** - Bid/Proposal Guarantee Certification
- Attachment H** - Standard Contract Provisions for Architectural and Engineering Contracts
- Attachment I** - Equal Employment Opportunity Policy Statement
- Attachment J** - First Source Employment Agreement and Employment Plan
- Attachment K** - 2019 Living Wage Act
- Attachment L** - Past Performance Evaluation Form
- Attachment M** - Proposal Bond Form
- Attachment N** - Form of Notice to Proceed and Letter Contract (to be issued via addendum)
- Attachment O** - SBE Subcontracting Plan
- Attachment P** - Conflict of Interest Disclosure Statement

## **SECTION B SCOPE OF WORK**

### **B.1 Title I Services**

Title I Services shall include Pre-Design Services (including existing conditions), Design Development (including preliminary construction cost estimate, full delineation of design decisions, including equipment and controls, summary specifications), Construction Documents (including acquiring building permit from DCRA, full specifications, final cost estimate, and bid documents sufficient to obtain general construction services), Construction Administration Services, and Commissioning/Testing and Balancing. The A/E shall be responsible for conducting necessary and adequate site visits to the Deanwood Recreation Center Indoor Pool HVAC system, located at 1350 49th Street NE, Washington, DC 20019, and conducting field surveys, assessments, and evaluations as required for preparing all necessary construction documents.

#### **B.1.1 Pre-Design Services**

The work during Pre-Design Services shall include but not be limited to following:

##### **B.1.1.1 Existing Condition Report**

- a. Review Condition Assessment Reports prepared by the Global Engineering Solutions (GES), and critically review and assess their findings. See Attachment A for the Facility Condition Assessment.
- b. Site visits to verify existing site information and data collection.
- c. Provide drawings that fully describe existing conditions, and location of existing utilities.
- d. Provide digital and hard copy graphic documentation of existing site conditions (i.e., photos).
- e. Identify areas that require additional investigation, e.g. geotechnical, structural defects, etc.

##### **B.1.1.2 Pre-design Services**

- a. Meetings with DPR and DGS as required
- b. Additional site visits if needed
- c. Design schedule
- d. Meeting minutes as required

#### **B1.2 Design Development Drawings - 100%**

- a. Meetings with DPR I DGS as required
- b. Include cost estimate for construction
- c. Phasing plan.
- d. Preliminary project specifications to be listed on the drawings.
- e. Delivery of documents to be submitted in pdf format with three half size copies.

**B.1.3 Construction Document Drawings** - 100% shall include but not limited to the following:

- a. Meetings with DPR and DGS as required
- b. Develop GMP proposal for DGS approval.
- c. Delivery documents to be submitted in pdf format, along with CADD files, three half size copies.
- d. Final Phasing plan.
- e. Final project specifications will be included on the drawings.
- f. File drawings for permit as required by DCRA and all relevant regulatory agencies.

The final design documents shall address all deficiencies identified in the assessment of the system prepared by Global Engineering Solutions (see Attachment A).

**B.1.4 Document Preparation.** Each required submission shall be in Portable Document Format (pdf) and transmitted via email. The specifications shall be based on the latest, 48-division CSI MasterSpec Format. In addition, the A/E shall provide three (3) hard copy sets (36" x 24") of drawings for the Schematic Design and Design Development submissions. The final submission of required drawings will be on Computerized Graphic Software (AutoCAD) and PDF. Three (3) bound sets of project specifications shall be provided as well as one (1) electronic set in pdf. The A/E Consultant shall make available on the company's FTP website, the DCRA approved permit set drawings and complete project specifications.

**B.1.5 Design Submissions.** Total design time is five (5) weeks, outside of review periods. A/E Consultant shall not be paid additional for review periods. Submission reviews should be completed in five (5) working days.

**B.1.6 Title I Services** are deemed complete when the A/E obtains the required building permit (building permit fees are reimbursable) and the construction contract is awarded to the Contractor. The A/E shall be held financially responsible for all errors and omissions resulting in a deficient design or changes including funds spent by the District to correct the documents and complete construction.

## **B.2 Title II Services - Services During Construction**

### **B.2.1 Construction Administration Services**

- a. Attend weekly progress meeting as needed.
- b. Review and process shop drawing submissions, RFIs, etc.
- c. Prepare meeting minutes and records of decisions / changes made.
- d. Conduct punch list inspections
- e. Review closeout documents for completeness

## **B.3 General Requirements**

The work under this contract sh be performed and documented in a professional manner.

**B.3.1** The A/E shall coordinate all work through the Project Manager including but not limited to all site surveys and other field investigations germane to the work.

**B.3.2** The A/E shall check all drawings and specifications for accuracy and detailed coordination. At the 100% submission, the A/E shall meet with all the appropriate regulatory agencies to discuss and review the drawings with them for compliance, if required. Upon complying with the aforementioned requirements, the A/E shall submit the final documents for peer review by DGS.

**B.3.3** A/E shall apply for and obtain a building permit from DCRA, if required, prior to releasing the final documents for bids. All costs associated with the work of obtaining the permit shall be included in this proposal. The actual cost of the permit is not to be included your proposal. The District may require the A/E to pay the actual cost of the permit and the District will reimburse the same upon submitting the paid invoice.

**B.3.4** A/E shall validate and submit to DGS the general contractor's final as-built drawings both in hard copies and soft copies. The soft copies shall be in pdf and AutoCAD format. District shall reserve the right to re-use the AutoCAD format drawing submitted. Two (2) CD copies each of pdf and AutoCAD submittals. Also for hard copies.

**B.3.5** The A/E may be held financially responsible for all errors and omissions resulting in a deficient design or changes including funds spent by the District to correct the documents or redesign and complete construction exercise.

**B.3.6** The District will provide the A/E access to the DGS Prolog Project Management software. The A/E shall be responsible for using Prolog to execute selected contract document requirements in coordination with DGS COTR to include communication with the general contractor during the construction phase.

#### **B.4 Meeting Minutes**

The A/E shall be responsible for acting as recorder for all meetings with the government agencies that it attends. The Minutes shall clearly indicate the meeting number and date, numbering of each issue discussed, including description of the issue, who is responsible to address, by what date, and date completed. Minutes shall also record all open items, and will note the schedule of the contract, how far through the contract we are, including how far over schedule, if applicable and the financial status of the contract and payments and a list of open Change Orders and Requests for Information. Memorandum for the Record of such meetings shall be typewritten and submitted to the Project Manager within five (5) calendar days from the date of the meeting, for review and approval and for such distribution as may be required. A/E compensation for performing these services shall be included as part of the Title I and Title II Services, as applicable.

#### **B.6 Key Personnel**

In its Proposal, each Offeror will be required to identify its key personnel. Key personnel shall include, at a minimum, the following individuals: (i) the Design Principal; (ii) the Project Architect; (iii) the Project Designer; (iv) the lead MEP engineer; 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 considered to be essential to the work being performed. Prior to diverting any of the specified key personnel for any reason, the A/E shall notify the Contracting Officer (“CO”) at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The A/E shall obtain written approval of the CO for any proposed substitution of key personnel.

## **B.7 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.8 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 applicable District and federal statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies.

### **B.8.1 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 and such wages are incorporated as **Attachment B**. Service Contract Wage Schedules are available at [www.wdol.gov](http://www.wdol.gov).

### **B.8.2 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.8.3 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.8.4 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 I**. A contract award cannot be made to any contractor that has not satisfied the equal employment requirements.

#### **B.9 Standard Contract Provisions**

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

#### **B.10 Time is of the Essence and Substantial Completion Date**

Time is of the essence with respect to the proposed Contract. The Project must be substantially complete by November 2019 (“Substantial Completion Date”).

## **SECTION C ECONOMIC INCLUSION**

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

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

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

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

#### **C.1.1 Preferences for Certified Joint Ventures**

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

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

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

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

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

## **C.2 LSDBE Participation**

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

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

**C.2.1.1** Unless the Director of DSLBD has approved a waiver in writing, in accordance with D.C. Official Code § 2-218.51, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

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

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

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

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

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

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

#### **C.2.1.8 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 ("SBE").

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

Each subcontracting plan shall include the following:

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

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

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

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

**C.2.1.10.1** If the prime contractor has a subcontracting plan required by law for the proposed contract, the prime contractor shall submit a quarterly report to the CO, CA, District of Columbia

Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

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

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

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

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

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

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

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

**C.2.1.13.1** A prime contractor shall be deemed to have breached a subcontracting plan required by law, if the prime contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

**C.2.1.13.2** A prime contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

**C.2.1.14** If the CO determines the prime contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in clause 8 of the SCP, Default.

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

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

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

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

### **C.4 Economic Inclusion Reporting Requirements**

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

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

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

### **C.5 Apprenticeship Act**

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

the D.C. Apprenticeship Council Rules and Regulations shall be implemented, and the selected A/E shall be liable for any subcontractor non-compliance.

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

### **D.1 Award**

The Department intends to award a contract to the highest rated qualified A/E firm if such contract is satisfactorily negotiated and at a price the 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 (20 points)
- Professional qualifications necessary for satisfactory performance of the required A/E services (20 Points)
- Specialized Experience and Technical Competence in the type of work required under this RFP– A/E and its sub-consultants Key Personnel (30 points)
- Capacity to accomplish the work in the required time – A/E and its sub-consultants Key Personnel (10 points)
- Acceptability of Design Approach and Management Plan (20 points)
- DSLBD Preference Points (up to 12 Points)

#### **D.3.1 Past Performance on contracts with the District, other governmental entities, and private industry in terms of cost control, quality of work, and compliance with performance schedules – A/E and sub-consultants (20 points)**

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

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

- A. List of all projects that the Offeror A/E and its sub-consultants have worked on in the last 5 years that are similar to this Project. For purposes of this paragraph, similar shall mean projects where the Offeror has served as the lead design consultant for a public facility, shelter or recreation center (include if they were in an urban setting). This information may be provided in an overview matrix format or brief list; however, it should include the name and location of the facility, the name of the owner, the time frame of the project, the original budget for the project, and whether the project was delivered on-time and on budget. If a project was not delivered on-time or on budget, a brief description of the reasons should be provided.

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

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

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

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

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

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

### **D.3.3 Specialized Experience and Technical Competence and in the type of work required under this RFP– A/E and its sub-consultants Key Personnel (30 points)**

Offerors will be evaluated based on their (i) demonstrated experience in design excellence and design of public facilities in a manner that reflects civic importance and creates a sense of place and community; (ii) 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 thirty (30) points.

If the Offeror is a team or joint venture of multiple companies, the Evaluation Board will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture their (i) demonstrated experience in providing a full range of design services; (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. On each project description, please provide all of the following information in consistent order:
  1. Project name and location.
  2. Name, address, contact person and telephone number for owner reference.
  3. Brief project description including project cost, square footage, firm's scope of work, and key firm strengths exhibited.
  4. Identification of personnel involved in the selected project who are proposed to work on this Project.
  5. Project process and schedule data including construction delivery method, and construction completion date (any unusual events or occurrences that affected schedule should be explained).
  6. Renderings or photographs that show the interior and exterior of the project.
  
- B. A description of the A/E's and sub-consultants' Key Personnel professional qualifications, specialized experience and technical competence necessary for satisfactory performance of the required services, to include at a minimum the following:
  1. List of Key Personnel to include, at a minimum, the following individuals: (i) the Design Principal; (ii) the Project Architect; (iii) the Project Designer; (iv) the lead MEP engineers; and (v) the lead 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.3.4 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.3.5 Acceptability of Design Approach and Management Plan (20 Points)**

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

The Design Approach shall address the basic design theory or ideas that the Offeror proposes to employ in approaching the design of the Project. The Design Approach will be evaluated on the creativity demonstrated and workability of the solutions proposed. The Management Plan shall clearly explain how the Offeror intends to manage and implement the Project, to include all contemplated phasing. Among other things, the Management Plan should explain (i) how the Offeror will manage the engineering subconsultants so as to ensure that the drawings are properly coordinated, including coordination of the drawings in light of the phasing of the project; (ii) how the Offeror will manage the Value Engineering/management process; (iii) how the A/E proposes to staff and handle construction administration and interact with the builder; (iv) how the Offeror will manage the design process to ensure that bid packages are issued in a timely manner and incorporate agreed upon Value Engineering changes; and (v) describe the key challenges inherent and unique to Modification of Deanwood Recreation Center Indoor Pool HVAC System in this

Project and explain how they will be overcome or mitigated, specific attention should be given to the phasing of construction. The Department will also consider the experience that the Offeror and its team members have working together on similar projects. This element of the evaluation is worth up to twenty (20) points.

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

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

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

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

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

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

**SECTION E**  
**PROPOSAL ORGANIZATION, PROPOSAL SUBMISSION PROCEDURES AND**  
**PROTESTS**

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

**E.1 Proposal Identification**

Proposals shall be proffered in an original and seven (7) hard copies as well as two (2) electronic copies on a USB flash drive. The Offeror's Proposal shall be placed in a sealed envelope conspicuously marked:

**“DCAM-19-CS-RFP-0004”**  
**Proposal for Architectural/Engineering Services for**  
**Modification of Deanwood Recreation Center Indoor Pool HVAC System**

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

Proposals should be delivered or mailed to:

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

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

Proposals shall be received by **2:00 p.m., on June 25, 2019**. The Offeror assumes the sole responsibility for timely delivery of its Proposal, regardless of the method of delivery.

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

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

**E.4.1 Technical Proposal**

The technical proposal shall be organized as follows:

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

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

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

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

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

B. Firm profile(s), including:

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

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

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

#### **E.4.1.3 Information for each Selection Criteria**

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

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

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

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

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

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

#### **E.4.2.2 Fee Proposal 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) Bid Guarantee Certification (**Attachment G**)
- d) EEO Policy Statement (**Attachment I**)
- e) First Source Employment Agreement and Employment Plan (**Attachment J**)
- f) Bid Bond Form (**Attachment M**)
- g) SBE Subcontracting Plan (**Attachment O**)

**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 Contracting Officers can bind the District and DGS.

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

Ahmad Stanekzai  
Contract Specialist  
Department of General Services  
1250 U Street, 3<sup>rd</sup> Floor  
Washington, DC 20009  
(202)645-0504  
[Ahmad.stanekzai@dc.gov](mailto:Ahmad.stanekzai@dc.gov)

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

## **E.6 Preproposal Conference**

A Pre-Proposal Conference will be held on **June 13, 2019 at 10:00 a.m.**, at 1350 49th Street, NE, Washington, DC 20019. Interested Offerors are strongly encouraged to attend.

### **E.6.1 Site Visit**

A site visit will be held on **June 13, 2019 at 10:30 a.m.**, immediately after the preproposal conference at 1350 49th Street, NE, Washington, DC 20019. Interested Offerors are strongly encouraged to attend.

### **E.6.2 Supplementary Site Evaluation Visit**

A supplementary site evaluation visit will be held on **June 14, 2019 from 09:00 to 11:00 a.m.** at 1350 49th Street, NE, Washington, DC 20019. Interested Offerors are strongly encouraged to attend.

## **E.7 Explanations to Prospective Offerors**

Each Offeror should carefully examine this RFP and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a Proposal. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and

amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Department that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding. Requests and questions should be directed to POC in **Section F.1 by 2:30 p.m. June 17, 2019**. The person making the request shall be responsible for prompt delivery.

### **E.8 Protests**

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

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

### **E.9 Contract Award**

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

### **E.10 Retention of Proposals**

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

### **E.11 Examination of Proposals**

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

### **E.12 Late Proposals: Modifications**

- A. Any proposal or BAFO received at the office designated in this RFP after the exact time specified for receipt shall not be considered.
- B. Any modification of a proposal, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in **Section F.8.A** stated above.
- C. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the Proposal wrapper or other documentary evidence of receipt maintained by the installation.
- D. Notwithstanding any other provisions of this RFP to the contrary, a late modification of an otherwise successful proposal which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- E. Proposals shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of proposals.

### **E.13 No Compensation for Preparation of Proposals**

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

### **E.14 Rejection of Proposals**

The Department reserves the right, in its sole discretion:

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

### **E.15 Limitation of Authority**

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

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

## **SECTION F INSURANCE REQUIREMENTS**

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

- 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. 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.

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).

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. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

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.
6. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
7. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it

carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called “silent” coverage under a commercial general liability or professional liability policy will not be acceptable.

8. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor’s umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

**B. 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.

- C. **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.

- D. **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.**

- E. **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.

- F. **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. **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.



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

**The Government of the District of Columbia**

**And mailed to the attention of:  
Franklin Austin, CPPB, CPM/Department of General Services  
2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor  
202-727-7128  
Franklin.Austin5@dc.gov**

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

- I. **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.
- J. **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.