

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



REQUEST FOR PROPOSALS

Solicitation Number: DCAM-23-AE-RFP-0001

**ARCHITECTURAL/ENGINEERING SERVICES FOR
RANDALL RECREATION CENTER**

Solicitation Issue Date: **April 7, 2023**

Pre-proposal Conference: **April 11, 2023, at 3:00 P.M.**
Refer to Section F.2

Site Visit Attendees: **April 13, 2023, by 12:00 P.M.**
Refer to Section F.3.1

Site Visit: **April 14, 2023, at 10:00 A.M.**
South Capitol & I Streets, SW
Washington, DC 20024
Map (<https://goo.gl/maps/eMivnxdS3m79W8rb8>)
Refer to Section F.3

Last Day for Questions: **April 20, 2023, by 12:00 P.M.**
Refer to Section F.4

Proposal Due Date: **May 8, 2023, at 2:00 P.M.**
Refer to Section E.3

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SECTION A

Executive Summary

The District of Columbia (“District”) Department of General Services (“DGS” or “Department”) is issuing this Request for Proposals (“RFP”) to engage a design firm to serve as the Architect/Engineer (the “A/E” or “Contractor”) to provide a feasibility study and a full range of architectural and engineering services for the modernization of the Randall Recreation Center (the “Project”), located at South Capitol Street, SW and I Street, SW, Washington DC 20024.

The existing Randall Recreation Center and Pool (the “Property” or the “Center”) is located at the corner of South Capitol Street, SW and I Street, SW, Washington, DC 20024, and consists of single-story brick and concrete masonry recreation and pool bathhouse buildings. The Property is of Construction Type 1B and is contained upon a two-parcel site of approximately 143,893 gross square feet (3.3 acres). The nearest intersection at the Property is located at South Capitol and I Streets, SW. The Property was developed in the 1930’s and contains a total measured gross floor area of 11,651 gross square feet (“GSF”), including the recreation building at 6,855 GSF and the pool bathhouse at 4,796 GSF.

The site is also the home of a large outdoor 25-meter pool, playground, basketball court, outdoor hockey arena, tennis courts a large plaza for community gatherings, athletic field, and vehicle parking. The site is located next to the Ryan Zimmerman Field.

The building contains a Large Recreation/Multipurpose Room, Smaller Recreation Rooms, Lunchroom, Staff Rooms, Boys, Girls and Family, Bathrooms and Locker Rooms, Storage Rooms and Mechanical and Electrical Rooms.

The Randall Recreation Center Comprehensive Facilities Condition Assessment & Space Utilization Survey dated October 2009 (**Attachment A1**), Randall Recreation Center ADA Master Plan (**Attachment A2**), 2016 DGS Projects Turnover Protocol Manual (**Attachment A3**) and Randall Recreation Center As-Built (**Attachment A4**) is provided for the Designer’s use in understanding the condition of the existing facility and help with the overall program of the spaces.

A.1 Project Delivery Method

The Department intends to implement the Project through a Construction Manager at Risk (“CMAR”) delivery method. The A/E will be engaged through this procurement directly with the Department. The Department intends to engage a CMAR contractor (the “CMAR Contractor”) who will coordinate with the A/E to ensure that the design developed by the A/E is consistent with the Department’s budget and schedule for the Project. The scope of work for the Project (“Scope of Work”) will be divided into four (4) phases: (i) Feasibility Study Phase; (ii) Design Phase; (iii) Preconstruction Phase; and (iv) the Construction Phase. The Feasibility Study Phase will require the A/E to provide design options for the modernization and renovation of the rec center, pool, bathhouse, and plaza area to be priced within the budget authority. The Design Phase will consist of the A/E taking the agreed upon Feasibility Study and incorporate the design for all phases (Concept, Schematic, DD, Permit, and CD) of the Project. During the Preconstruction Phase, the

selected CMAR Contractor will be required to work with the A/E to develop a schedule, budget, and design confirmation that accomplishes the Department's goals and objectives. The CMAR Contractor will be required to actively participate in the development of the construction documents by providing cost estimating, scheduling, identifying long-lead purchasing items, and performing constructability reviews. The Department expects that as the permit/construction documents are completed by the A/E, the CMAR Contractor will obtain quotes from trade subcontractors and provide a Guaranteed Maximum Price (“GMP”) based on the approved permit set of construction documents.

The A/E chosen through this RFP will remain contracted with the Department to provide Quality Assurance/Quality Control services for the permit and Issued for Construction (“IFC”) Drawings. The A/E will also be responsible for Construction Administration (“CA”) services.

A.1.1 Project Sustainability Requirements

A.1.1.1 LEED and Green Construction Code Requirements: The Project shall be designed in such a way to incorporate, at a minimum, LEED Silver principles, green roof credits through the Department of Energy and Environment’s (“DOEE”) Stormwater Retention Credit program and RiverSmart Rooftops Rewards and Rebate program, and Energy Star Certification. The CMAR will be responsible for applying for and achieving Energy Star Certification and filing the DOEE Stormwater Retention Credit and RiverSmart Rooftops registration forms. The CMAR shall also comply with the recently adopted International Green Construction Code.

A.1.1.2 Net Zero Energy and Energy Consumption Requirements: The Department is requiring the Project become a Net Zero energy building, and the Department requires the A/E to achieve net zero strategies in the building’s design and certification through either the International Living Future Institute’s (“ILFI”) Zero Energy Building program or U.S. Green Building Council’s (“USGBC”) LEED Zero program. The A/E shall make recommendations on the most advantageous certification program to the District, but the final determination of credentialing shall be made by the District. The school’s solar panels will be purchased, installed, and maintained through the Department by entering into a separate solar power purchase agreement. The A/E shall conform to the DC Energy Conservation Code (“DC ECC”) in its Appendix Z, a voluntary appendix that sets the standard for net-zero construction for commercial buildings within the District. Specifically, the Project shall achieve an energy use intensity (“EUI”) of 41 units or less to meet the energy consumption goals of the Project.

A.1.1.3 Solar-Readiness Requirements: The A/E shall make the Project solar-ready by running electrical conduit for future solar locations on roofs and/or facades and building steel canopies to support solar in the future in consultation with the Department’s solar owner representative. Solar panel and inverter material and labor costs shall remain outside of the CMAR’s scope. While it is assumed solar panels will be a part of the design to achieve Net Zero Certification, it shall be not the only strategy to achieve the Project goals. The A/E shall present iterative design options to the

Department and DPR to ensure the net zero goals are in alignment with program goals for the recreation center.

A.2 Form of Contract

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

Therefore, Offerors responding to this RFP should carefully review the Form of Contract before submitting their Proposals and entering into an initial Letter Contract (**Attachment L**).

A.3 Design Fees and Incentives

As will be more fully described in the Form of Contract, the selected A/E will be paid a fixed price for all design phase services through construction administration services. Offerors will be required to bid a Design Fee that covers all the Offeror’s costs associated with the preparation of the (i) feasibility study; (ii) concept design; (iii) schematic design; (iv) a set of design development documents; (v) a permit set of construction documents (the “Permit Set”); (vi) complete construction documents; and (vii) construction administration services. Offerors will also be required to submit a schedule of hourly rates for any additional work that is required.

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

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

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

The Form of Contract (**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.

A.4 Selection Criteria

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

A.5 Campaign Finance Reform Act

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

A.6 Project Schedule

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

- Estimated Notice of Award - on or about June 1, 2023
- Issuance of NTP - on or about June 15, 2023
- Submit Feasibility Study - 8 weeks after NTP
- Submit Concept Design - 8 weeks after NTP
- Submit Schematic Design - 20 weeks after NTP
- Notice to Proceed for CMAR Contractor - 20 weeks after NTP
- Submit 100% Design Development - 32 weeks after NTP
- Submit Permit Set to DOB - 42 weeks after NTP
- Submit 100% Construction Documents - 52 weeks after NTP
- Trade Bidding - 52 to 57 weeks after NTP
- GMP Finalized - 62 weeks after NTP
- GMP Approved by Council - 70 weeks after NTP
- Substantial Completion Date - August 22, 2025

A.7 Disincentive Fee

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

In the event that the A/E fails to timely submit any such deliverable, the A/E shall pay to the Department a disincentive fee of (\$1000) dollars plus (\$250) per day after receiving written notice from either the COTR or the Contracting Officer of failure to submit each deliverable. This remedy is cumulative and does not limit any other right or remedy of the Department under the contract or applicable District law.

A.8 Attachments

Attachment A1	Randall Recreation Center Comprehensive Facilities Condition Assessment & Space Utilization Survey dated October 2009
Attachment A2	Randall Recreation Center ADA Master Plan dated September 2011
Attachment A3	2016 DGS Projects Turnover Protocol Manual
Attachment A4	Randall Recreation Center As-Built
Attachment B	Service Contract Act
Attachment C	Form of Offer Letter/Price Proposal Form
Attachment D	Offeror's Certification Form
Attachment E	Tax Certification Affidavit
Attachment F	Form of Contract
Attachment G	Standard Contract Provisions for Architectural and Engineering Contracts
Attachment H	Equal Employment Opportunity Policy Statement
Attachment I.1	First Source Employment Agreement (Non-Construction)
Attachment I.2	First Source Revised Employment Plan
Attachment J	2023 Living Wage Act Fact Sheet
Attachment K	Past Performance Evaluation Form
Attachment L	Notice to Proceed and Form of Letter Contract
Attachment M	SBE Subcontracting Plan
Attachment N	Campaign Finance Reform Act - Self-Certification Form

SECTION B SCOPE OF WORK

B.1 Scope of Work

In general, the selected A/E will be required to provide architectural and engineering services necessary to modernize the Randall Recreation Center. The selected A/E will be required to provide all the design services necessary to implement the Project and to produce the required deliverables. The design shall incorporate the following facilities and site amenities:

B.1.1 Randall Recreation Center: The selected A/E will be required to modernize the existing Randall Recreation Center into an all-inclusive facility catering to people of all ages and abilities. Building amenities shall include but are not limited to:

- a. ADA Accessible Facility as defined by the Americans with Disabilities Act for all facilities and amenities;
- b. New Large Multipurpose/Recreation Room;
- c. New Small to Medium Recreation Rooms;
- d. New Staff Offices;
- e. New Lunchroom;
- f. New Bathrooms;
- g. New Storage Rooms;
- h. New Mechanical and Electrical Rooms;
- i. New Indoor Fitness Room (Decided by Feasibility Study);
- j. New Kitchenette / Kitchen (Decided by Feasibility Study);
- k. Enlarge 25-Meter Pool to 50-Meter Pool (Decided by Feasibility Study);
- l. New Bathhouse for Pool;
- m. Renovate Plaza; and
- n. Refresh the Existing Playground. (Decided by Feasibility Study)

B.1.2 Historical Feature: The Randall Recreation Center is registered as a historic landmark; as such, changes to the Randall Rec Center will need to be reviewed by both the Commission of Fine Arts (“CFA”) and the Historic Preservation Office of DC (“HPO”).

B.1.3 Pool: If the feasibility study finds this scope of work acceptable the Randall Recreation Center shall include a modernization of enlarging the existing 25-meter pool to a 50-meter pool and new pool deck surrounding the pool. The new pool and pool deck shall be sized to accommodate swim meets and an expanded building program. This scope of work will be evaluated during the feasibility phase of the Project. Offeror(s) will include the design fees for the renovation of the pool in its proposal and will provide a deduct-alternate to remove the design fees if the renovation of the pool is not accepted in the feasibility study.

B.1.4 Playground: If the feasibility study finds this scope of work necessary, the exterior playground area for children will be renovated. This will include a stable and fully ADA accessible surface at both age-appropriate playgrounds.

B.1.5 Play Fields: Existing fields are not to be altered, aside from a possible relocation or repair of the fence between the pool area and the athletic field on the north side of the site. This assumption is based on the idea that the size and orientation of the possible new pool.

B.1.6 Basketball, Tennis and Hockey Courts: These existing courts will remain existing. A new coat of paint may be included in the scope of work.

B.1.7 Plaza and Site Furnishings: The Randall Recreation Center shall include renovations of the existing Plaza with ADA accessible picnic tables, benches, trash cans, bike racks, drinking fountains, and possible outdoor fitness equipment for all-ages.

B.1.8 Parking Lot: The Randal Recreation Center shall include a resized parking lot with the appropriate amount of parking spaces required by the zoning code.

B.1.9 Site Security: For the community stakeholders, safety and security is a top priority. Site security shall include, but is not limited to, security cameras, lighting, and fencing.

B.1.10 Utilities: Utility installation, including electric and storm-water management, as required by the District Department of Energy & Environment.

B.1.11 Indoor Fitness Center: Provide an indoor fitness center with various apparatuses that will fit in the designed location. Power and additional cooling is required for the room. Offeror(s) to include design cost in their proposal and an alternate deduct if scope of work is removed from the project.

B.1.12 Kitchenette: Provide a Kitchenette for cooking instruction to include a refrigerator/freezer, oven, cooktop, microwave, and sink with garbage disposal. Offeror to include design cost in their proposal and an alternate deduct if scope of work is removed from the project.

B.2 Feasibility Study and Design Phase (Title I Services)

B.2.1 Charrette Sessions and Survey.

The Contractor shall facilitate up to two (2) meetings with DGS, DPR, and other project stakeholders (for example, facilities representatives and community groups) to better understand the requirements of the Project. These meetings shall include charrette sessions that will allow for creative solutions to the needs of the District and community, as well as avoiding unworkable programming or design. At the end of the charrette sessions and informational meetings, the A/E shall produce a report summarizing the meetings and its recommendations for the final Project based on those meetings. This shall be known as the Stakeholder Analysis.

The A/E shall facilitate up to one (1) community meeting. At this meeting the A/E shall explain the project, the reasons for the study and solicit feedback from attendees on what program elements they would like to see in the new Center. The meeting shall be run by the A/E to

encourage maximum participation by the attendees and allow DGS and DPR to understand the community's priorities.

Note that the meetings, sessions and charrettes mentioned in this section shall be separate from regular progress meetings with DGS.

B.2.2 Zoning Analysis

The A/E shall review the current zoning regulations in place in and around the Center, and how these regulations create risks and opportunities for the new Center. The A/E shall perform an analysis on what zoning exceptions, if any, must be sought in order for the Project to be successful. Further, the analysis must take in to account the impacts of any zoning modifications on the amount of required parking at the site.

B.2.3 Historical Analysis

The A/E shall analyze the historical status of the existing building, and how this status creates risks and opportunities for the new Center.

B.2.4 Geotechnical Survey

The A/E shall undertake a geotechnical study using all industry best practices. The A/E shall obtain soil borings of sufficient quantity to identify any conditions that may impact the design for any footings, foundations, utilities, sidewalks, below-grade facilities (including pools), parking lots, etc. The geotechnical survey will be published in full as an addendum to the Feasibility Study Report, and the Feasibility Study Report shall include notes on how the conditions identified in the report will impact the design of the new Center. The A/E shall be responsible for obtaining all permits required to undertake the Geotechnical Survey.

B.2.5 Environmental Site Assessment

The A/E shall undertake a Phase I environmental site assessment. This shall include a comprehensive description of the existing environmental conditions at the site. Such an assessment must describe: (i) the natural geological, hydrological, and biological resources of the area including any endangered species; (ii) describe the man-made resources including site land use, transportation patterns, zoning, population density and demographics; and (iii) describe the human resources including the social factors, aesthetic features, historical, archeological, and architectural aspects of the environment.

Further as part of the assessment, the A/E must:

1. Identify and describe both primary and secondary environmental impacts, beneficial and adverse, anticipated from the proposed project on all natural, man-made, human, and economic resources during all aspects of the site preparation, construction and operation.

2. Discuss the remedial, protective, and mitigation measures to be taken as part of the project in response to adverse environmental impacts. Mitigating measures refer to those methods used to ensure that the Project is brought into compliance with all governing regulations including, but not limited to air, water quality, noise control, solid waste, radiation, and land use regulations.
3. Describe in detail those impacts which cannot be reduced to acceptable levels, their implications, and the reasons why the action is being proposed notwithstanding their effect. Where abatement measures can reduce adverse impacts to acceptable levels, discuss the effectiveness, costs of the abatement measures, and the basis for considering the adequacy of the determination.
4. The analysis of alternatives should be sufficiently detailed and rigorous to permit independent and comparative evaluation of the benefits, costs, and environmental risks of the proposed project and each reasonable alternative.

B.2.6 Site Survey

The A/E shall conduct all necessary surveys including, but not limited to, topographical, utilities, high water lines, floodplain delineation, wetlands delineation and any, and all, features necessary for DGS to implement a successful project and as may be required by federal and local agencies for the receipt of building permits. The A/E must identify the base flood elevation at the site to determine how it will impact the design for any footings, foundations, underground utilities, trenches and drainage.

The A/E shall conduct a boundary survey. The A/E must determine the existence of and extent of any easements or encroachments. A/E shall produce a scaled drawing that depicts the boundaries of the site. Datum used must be prominently noted on the drawing.

The A/E shall conduct a utility survey to identify any and all above-ground or below ground utilities that are inside of or adjacent to the property (this shall include any utilities in the public right of way that borders the property). The A/E shall produce a scaled drawing that depicts all utilities found on the survey. The Feasibility Study Report shall include notes on what utilities, if any, may need to be relocated or upgraded for the Project.

B.2.7 Programming Documents and Space Plans

The A/E shall create programming documents that break-down the size and quantity of each room in the Center and add the figures to estimate the size of the future Center. It shall be assumed that multiple revisions to the programming documents will be required.

The A/E shall create space plans showing its recommendations for the layout of the Center. It should be assumed that multiple revisions to the space plans will be required.

B.2.8 Comprehensive Plans

The A/E shall analyze how the suggested program for the Center aligns with the District's Comprehensive Plan, and any long-term DPR master plans.

B.2.9 Cost Estimate and Design/Construction Schedule

A/E shall create a detailed cost estimate for the approved Programming Documents and Space plans described in **Section B.2.7** above. The A/E shall specifically analyze the cost impact, if any, of Net Zero certification for the new Center. The cost estimates shall take into account the following: (i) results of surveys and studies and their impact on the design and construction means and methods; (ii) escalation to the expected mid-point in construction; (iii) past similar projects completed by DGS; and (iv) other historical cost information. The cost estimates shall be in CSI format or another format approved by DGS.

A/E shall produce a project schedule showing both design and construction activities. The schedule shall be submitted in P6 format.

B.2.10 Feasibility Study Report

A/E, at the end of the study, shall create a Feasibility Study Report. The Feasibility Study Report shall incorporate the findings from all the activities described above and shall include, at minimum, the following elements:

- a) Description of the Project and site;
- b) Site photographs;
- c) Summary of stakeholder meetings and charrettes, including all reports;
- d) Results from community survey;
- e) Zoning Analysis;
- f) Historical Analysis;
- g) Geotechnical Report;
- h) District comprehensive plan;
- i) Environmental Site Assessment;
- j) Site Survey, Boundary Survey and Utility Survey;
- k) List of agencies, federal and local, with jurisdiction over the project including a list of all permits and approval required for the Project to commence, continue, and be completed;
- l) Project risk log;
- m) Drawings and plans, as mentioned in Section B.2.7;
- n) Meeting minutes; and
- o) Memorandums.

A/E shall submit a draft report to DGS and DPR within the schedule referenced in **Section B.2.12**. DGS and DPR shall be given up to fourteen (14) calendar days to review the draft report. After receiving comments, the A/E shall make all requested revisions to the draft report to create a final report within seven (7) days of receiving comments from DGS.

B.2.11 Meeting Minutes and Correspondence

A/E shall be responsible for keeping minutes for all types of meetings and preserving all principal correspondence/memoranda for inclusion in the report. A/E shall be responsible for adding all information to DGS' ProjectTeam platform.

B.2.12 Schedule

A/E shall deliver the draft Feasibility Study Report within eight (8) weeks of receipt of a Notice to Proceed.

B.3 Design Phase

B.3.1 Program Verification & Concept Design Phase

B.3.1.1 Services & Deliverables. During this phase, the A/E shall be required to develop a complete program and concept design. The concept design shall contain such detail as is typically required for a concept design under standard industry practice. In general, the A/E shall be required to undertake the following tasks and submit any required deliverables to the Department:

1. Meet with the Client Project Team (DPR and DGS) to kick-off the Project. The purpose of the meeting will be to review the Project scope, schedule, goals, and objectives, and expectations for the Project. The selected team will also collect and present any data available for the Project and study area including, but not limited to previously completed studies, current survey data, aerial photography, GIS data, etc. This kickoff meeting shall also include the DGS Turnover Manager and a representative from the DGS Facilities and Maintenance team as outlined in the 2016 DGS Projects Turnover Protocol (**Attachment A3**). Complete a Meeting Summary from this meeting and distribute to meeting attendees for review.
2. Conduct workshops with DGS and DPR staff, as well as other stakeholders, to further clarify the goals, objectives, performance targets, service standards, responsibilities, and key agency actions necessary throughout the Department in order to fully realize the vision for the Center. Must also provide a report of findings.
3. Conduct workshops with DGS and DPR staff, as well as other stakeholders to confirm program and verify facility requirements on a space-by-space basis.
4. Attend and participate in community meeting(s) to update the community regarding the Project and collect community input.
5. Coordinate with the HPO and other agencies, commissions, groups, etc. as required to assess and determine historic and/or archeological significance and requirements.

6. Attend meetings and hearings, if necessary. This includes an entitlement search to identify any development restrictions if applicable, zoning research and coordination (if applicable) with all other landowners/agencies.
7. Conduct a study of the storm water management changes/needs.
8. Conduct life safety/building code analysis to verify compliance of design with all current applicable codes recently adopted by the District.
9. Conduct LEED Workshops with design team and DGS representatives to identify sustainable design strategies to be included in the design, to the greatest extent possible to achieve LEED Silver Certification.
10. Request and receive hydrant flow test.
11. Perform mechanical systems evaluation and recommend selection.
12. Confer with audio-visual and acoustic consultants to establish design requirements for the Project.
13. Confer with the Department's IT representatives/consultants to verify technological requirements for the Project.
14. Conduct an ADA assessment to determine ways to increase ADA accessibility to the Center.
15. Confer with the District of Columbia Protective Services Division ("PSD") to establish security and safety requirements.
16. Conduct a photometric analysis to maximize visibility, safety, and efficiency.
17. Review reports provided by DGS managed industrial hygienist and provide any additional surveys and environmental assessments as required.
18. Draft Final Conceptual Plans
 - a. Based on input obtained through the process outlined in the Project scope of work, as well as information provided in the Program of Requirements, Stakeholder Interview, and Public Workshop, the selected A/E will work to determine the Concept Design.
 - b. Use the accepted Feasibility Plan to develop the conceptual design and cost estimate for the Center. Provide alternatives to addressing the identified recreational, social, and cultural needs. The selected A/E will make any appropriate modifications based on DGS comments prior to presenting the

concept to the public.

19. The selected A/E will conduct Community Workshops to present the plan alternatives to the neighborhood.
20. Participate in Value Engineering workshops, as required, with DGS representatives.
21. Draft Final Conceptual Plan. The selected A/E will develop a draft final conceptual plan and cost estimate informed by the comments obtained throughout the program verification and concept design process. Submit the draft final conceptual site plan/response and cost estimate to DGS for review before presenting it to the public. The selected A/E will make any appropriate modifications prior to presenting the concepts to the public.
22. During this phase, the A/E will be required to prepare and submit to the Department the below-listed deliverables. All such deliverables shall be subject to review and approval by the Department, and the A/E's pricing should assume that revisions may be required to these documents to address concerns raised by the Department and/or other project stakeholders.
 - a. Concept Plan;
 - i. Project Space Program.
 - ii. Prepare conceptual floor plans and site plans. These shall include a comprehensive master plan for the site.
 - iii. Narratives for all major disciplines including civil, architectural, structural, mechanical, electrical, plumbing, and low voltage.
 - iv. Prepare cost estimates. Cost estimates should include value engineering section for alternatives should the cost of construction need to be reduced.
 - v. Final Concept Plan.
 - b. Project Schedule;
 - c. Topographic Survey;
 - d. Geotechnical Survey;
 - e. Hazardous Materials Survey;
 - f. Phase 1 Environmental Assessment;
 - g. Environmental Impact Screening Form ("EISF");
 - h. Hydrant Flow Test;
 - i. Historical Resources Analysis;
 - j. Survey of Existing Conditions;
 - k. Entitlement and Zoning Analysis;
 - l. Record of accepted LEED Strategies;
 - m. Record of accepted Value Engineering Strategies; and
 - n. Summary of required agency review and timetables, including but not limited to OP, CFA, National Capital Planning Commission ("NCPC"), and HPO to include a preliminary archeological study.

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

B.3.2 Schematic Design Phase

Upon the Department's approval of the Concept Design, the A/E will be directed to proceed with the Schematic Design Phase. During this phase, based on the approved concept design, the A/E shall be required to develop a schematic design that meets the program requirements set forth herein and the Department's schedule and budget requirements for the Project. (*i.e.* designed to budget of **\$16 Million** hard construction costs). The schematic design shall contain such detail as is typically required for schematic design under standard industry practice.

B.3.2.1 Services & Deliverables. In general, the A/E shall be required to undertake the following tasks and submit to the Department:

1. Utilize findings and final concept plans, perform site visits as necessary, attend and/or facilitate meetings with stakeholders and District staff to review program of requirements, required utilities, drainage, zoning and traffic needs where/when necessary to develop Schematic Design Documents. This includes coordination with the DGS Turnover Manager and a representative from the DGS Facilities and Maintenance team in compliance with the 2016 DGS Projects Turnover Protocol.
2. Obtain and review applicable District standards and guidelines for design (Design Criteria Manual, Unified Development Code, DPR Standards), where applicable, and provide a complete design that meets all applicable District codes. Coordinate security requirements with DC Protective Services Police Department ("PSPD"). Coordinate IT and Telecom requirements with DC Office of the Chief Technology Officer ("OCTO") and DC Net.
3. Coordinate with Commission of Fine Arts ("CFA") and the National Capital Planning Commission ("NCPC") for review and approval as necessary.
4. Coordinate with HPO and other agencies, commissions, groups, etc. as required to assess and determine historic and/or archeological significance and requirements. Attend meetings and hearings, if required.
5. Coordinate a Preliminary Design Review Meeting ("PDRM") with the Department of Buildings ("DOB"), Department of Energy and Environment ("DOEE"), Department of Transportation ("DDOT"), and DC Water.
6. Coordinate meetings with applicable utility companies, including but not limited to Potomac Electric Power Company ("PEPCO"), Washington Gas, and Verizon.

7. Attend one (1) Community Meeting to provide a presentation and receive feedback of the Schematic Design Documents. Highlight changes since the concept design, identifying what has been incorporated based on feedback received and in cases where incorporation was not feasible, explaining why.
8. Act as scribe for all design related meetings. Distribute meeting minutes to all attendees.
9. Progress LEED certification work as required.
10. Perform comprehensive Value Engineering effort (“VE”) utilizing 30% Plan Review submission. Provide report of findings to DGS. Conduct a meeting with DGS and other stakeholders as necessary to present and discuss VE options.
11. Upload all design documentation and deliverables as required utilizing the online DGS Project Management Information System (ProjectTeam) and guidelines.
12. Baseline Schedule bi-weekly update in the format requested by the Department.
13. During this phase, the A/E will be required to prepare and submit to the Department the following deliverables. All such deliverables shall be subject to review and approval by the Department and the A/E’s pricing should assume that revisions may be required to these documents to address concerns raised by the Department and/or other project stakeholders.
 - a. Schematic Design Documents – Two (2) hard copy sets and one (1) electronic copy (30% Complete Level).
 - i. Site plans, paving layouts, traffic circulation.
 - ii. Digital floor plans, building circulation, ADA requirements, etc.
 - iii. Design narrative.
 - iv. Plan-to-program comparison.
 - v. Exterior elevations, rendering, and color palette.
 - vi. Critical building sections and details.
 - vii. Relevant right-of-way information such as easements, building set-backs, etc.
 - viii. Location of utilities and sizes.
 - ix. Stormwater management.
 - x. Preliminary MEP systems.
 - xi. LEED information as appropriate, including preliminary LEED Scorecard.
 - xii. Copies of all surveys and reports
 - xiii. Preliminary Specifications

- b. Presentation and three (3) presentation boards for community meetings. Presentation boards shall be in full color and include at least one (1) 3-D rendering.
- c. Updated schedule and cost estimates. Submit an early estimate for the modernization with a magnitude of error of Not to Exceed +/- 10% of the Project hard cost budget.
- d. Value Engineering Report. 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 stakeholders.
- e. Meeting minutes of Preliminary Design Review Meetings.
- f. Memo response to all District comments on Schematic Documents.

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

B.3.3 Design Development Phase

Upon Department approval of the Schematic Design, the A/E will be directed to proceed with the Design Development Phase. During this phase, the A/E will be required to progress the approved schematic design into a full set of design development documents ("Design Development Documents"). The Design Development Documents shall represent the logical development of the approved Schematic Design along with any oral or written feedback provided by the Department and shall be advanced in a manner consistent with the Department's budget for the Project.

B.3.3.1 Services & Deliverables: In general, the A/E shall be required to undertake the following tasks and submit to the Department:

1. Coordinate with the CMAR Contractor selected for this Project, and at a minimum shall meet with the CMAR Contractor twice a month to discuss the status of the design and key issues.
2. Perform site visits as necessary and attend/facilitate meetings with District staff as necessary to develop and progress Design Development Documents. This includes coordination and review with the DGS Turnover Manager and a representative from the DGS Facilities and Maintenance team in compliance with the 2016 DGS Projects Turnover Protocol (**Attachment A3**).
3. Develop Design Development Documents including outline specifications for materials, systems and equipment, detailed dimensional plans, wall sections, elevations, and schedules. Must also incorporate VE options chosen by DGS.

4. Prepare detailed and coordinated drawings and specifications for bidding purposes as needed by the CMAR Contractor.
5. Complete code compliance analysis and drawings.
6. Meet and coordinate with regulatory, reviewing, and stakeholder agencies, as necessary. This includes the following actions:
 - a. Present the design to CFA, NCPC, DC Office of Planning, and other regulatory agencies, as required.
 - b. Achieve CFA approval and NCPC preliminary approval.
7. Progress LEED Certification work, as required.
 - a. Register the Project with U.S. Green Building Council (“USGBC”) to obtain LEED certification and pay all registration fees.
8. Manage and coordinate the furniture, fixtures, and equipment (“FF&E”) requirements for the Department and DPR. Review the FF&E procurement schedule to be developed by the CMAR Contractor. All FF&E shall be subject to review and approval by the Department and DPR.
9. Attend one (1) Community Meeting to provide a presentation and receive feedback of the Design Development documents. Highlight changes since the Schematic Design, identifying what has been incorporated based on feedback received and in cases where incorporation was not feasible, explaining why.
10. Prepare a presentation and provide a minimum of three (3) presentation boards for each community meeting to present/display onsite. Presentation boards shall be in full color and include at least one (1) 3-D rendering.
11. Coordinate with utility companies and develop final utility plans, as required.
12. Act as scribe for all design related meetings. Distribute meeting minutes to all attendees.
13. Upload all design documentation and deliverables as required utilizing the online DGS Project Management Information System (ProjectTeam) and guidelines.
14. Baseline Schedule with bi-weekly updates in the format required by the Department.
15. During this phase, the A/E will be required to prepare and submit to the Department the following deliverables. All such deliverables shall be subject to

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

- a. Design Development Documents – Two (2) hard-copy sets and one (1) electronic copy. (60% Complete Level).
 - i. Site plans, paving layouts, traffic circulation, lighting, signage, and utilities.
 - ii. Floor plans, structural, civil, architectural, MEP, fire protection, and landscaping.
 - iii. Exterior elevations, rendering, and color palette.
 - iv. Building sections and details.
 - v. Interior elevations, casework, and millwork elevations, as required.
 - vi. Playground equipment. (Contingent on the Feasibility Study)
 - vii. Stormwater management.
 - viii. Confirm space-by-space equipment layouts with representatives from DGS.
 - ix. Food service and other equipment, as required.
 - x. LEED information, as appropriate.
 - xi. Specifications for materials, systems, and equipment.
 - xii. Updated Schedule.
 - xiii. Draft Specifications.
- b. Submit the A/E's cost estimate for the hard cost of the Project with a Maximum +/- 5% of the Project hard cost budget.
- c. Submit the Value Engineering Report or log, if necessary.
- d. Respond in writing to all District and Regulatory Agency comments on plans.
- e. A reconciliation report that addresses issues raised by the Contractor as a result of the 60% progress printing.
- f. CFA Submission Materials.

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

B.3.4 Permit Set Phase

The A/E shall be required to develop a Permit Set. The Permit Set shall represent the further progression of the approved DDs together with any value engineering strategies approved by the Department. The Permit Set shall be construction documents progressed to approximately 90% completion of those required in a traditional Design/Bid/Build delivery method; however, the

Permit Set shall nevertheless be code and permit ready, with all major systems sufficiently designed, detailed, specified, coordinated, and developed.

B.3.4.1 Services & Deliverables: In general, the A/E shall be required to undertake the following tasks and submit to the Department:

1. Progress design and Design Development Documents and prepare construction documents.
2. Prepare detailed and coordinated drawings and specifications for bidding purposes.
3. Prepare application, submit documents for building permit according to DOB requirements, and file with other regulatory and reviewing agencies including DC Water, DDOT, and DOEE. The permit application process will include progress printing of a "Permit Set".
4. Correct plans to reflect issues noted by regulatory agencies and permit reviewers, as required. Resubmit for additional review and approval, as required.
5. An Environmental Impact Screening Form ("EISF") will be required and shall be the responsibility of the selected Offeror.
6. Complete Platting and record Plat.
7. Obtain all required signatures on plans.
8. Complete final coordination with utilities and service providers, as necessary.
9. Prepare and submit early-release excavation, foundation, concrete, and steel packages, if necessary.
10. Progress LEED Certification work, as required.
11. Attend follow up meetings and coordinate with regulatory agencies, Fire Marshall, DGS Facilities personnel, and other stakeholders, as necessary.
12. Attend and participate in community meeting(s) to update the community regarding the Project.
13. Prepare a presentation, provide a minimum of three (3) presentation boards for each community meeting, and present/display onsite. Presentation boards shall be in full color and include at least one (1) 3-D rendering.
14. Act as scribe for all design related meetings. Distribute meeting minutes to all attendees.

15. Upload all design documentation and deliverables as required utilizing the online DGS Project Management Information System (ProjectTeam) and guidelines.

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

a. Construction / Permit Documents

i. Submit two (2) hard-copy sets and one (1) electronic copy of the complete sets of Permit Documents (90% Complete Level).

ii. Specifications.

iii. Cost Estimate.

iv. Updated Schedule.

B.3.4.2 The A/E shall incorporate into the Permit Set the design requirements of governmental and regulatory authorities having jurisdiction over the Project. In addition, the A/E shall be required to: (a) define, clarify, or complete the concepts and information contained in the Permit Set; (b) correct design errors or omissions, ambiguities, and inconsistencies in the Permit Set (whether found prior to or during the course of construction); and (c) correct any failure of the A/E to follow written instructions of the Department during any phase of design services or the construction of the Project provided they are compatible with industry standards. The design shall also incorporate any value engineering strategies approved by the Department.

B.3.4.3 Following the Department's review and approval of the Permit Set, the CMAR Contractor shall solicit bids from trade subcontractors based on these documents. The A/E shall be required to respond to RFIs and provide ASIs during such bidding process without additional cost to the Department or the CMAR Contractor. Based upon the trade pricing received by the CMAR Contractor, the A/E may also be required to engage in additional value engineering efforts to return the Project to budget. The Permit Set Phase shall not be considered complete unless and until a GMP or Lump Sum Price for the Project is agreed upon.

B.3.5 Issued for Construction Documents

B.3.5.1 Services & Deliverables: The A/E shall be required to develop an Issued for Construction Set of construction documents ("IFC Set"). The IFC Set shall represent the further progression of the approved Permit Set together with any value engineering strategies approved by the Department. The IFC Set should be progressed to One Hundred Percent (100%) completion of those required in a traditional

Design/Bid/Build delivery method. The A/E shall provide two (2) hard-copy sets and one (1) electronic PDF copy of the IFC Set to DGS (100% Construction Documents).

B.4 Bidding and Construction Administration Services (Title II Services)

B.4.1.1 Bidding. Unless otherwise agreed to by the Department in advance, the A/E shall issue the approved Permit Set of construction documents for bidding (*i.e.* the 90% design submission).

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

1. Assist with distribution of documents, as needed.
2. Prepare and issue bidding addenda.
3. Respond to bidding questions and issue clarification, as needed.
4. Consider and evaluate request for substitutions.

B.4.1.2 Construction Administration. The A/E shall provide support to the CMAR Contractor and the Department as may be necessary to support the construction phase of the Project (the “Construction Phase”). These services will include, but are not necessarily limited to:

1. Attend Construction Kick-Off meeting with the Project Manager, representatives from DGS and DPR, and the general contractor (GC). Prepare meeting minutes and distribute to attendees.
2. Attend biweekly progress meetings and provide meeting minutes. A/E site visits are included in base fee.
3. Review and process shop drawing submissions, submittals, RFI’s, etc.
4. ASI’s or other clarification documents.
5. Prepare meeting notes and records of decisions/changes made.
6. Conduct punchlist inspections.
7. Review closeout documents for completeness. Close-out documentation shall comply with the 2016 DGS Project Turnover Protocol included as **Attachment A3**.
8. Provide As-Built Drawings based on the Contractor’s red line drawings and/or coordinated set developed during the subcontractor coordination process. As-Built Drawings should be transmitted to DGS in hard copy, PDF, and CAD formats. Close-Out documentations shall comply with the 2016 DGS Project Turnover Protocol included as **Attachment A3**.

B.5 Key Personnel

In its proposal, each Offeror will be required to identify its key personnel. Key personnel shall include, at a minimum, the following individuals: (i) the Design Principal; (ii) the Project A/E;

(iii) the Project Designer; (iv) the lead MEP engineers; (v) the lead structural engineer, (vi) the lead Civil engineers, (vii) the lead Landscape architect and (viii) the pool consultant. **The A/E will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement.** The key personnel specified in the contract are considered to be essential to the work being performed. Prior to diverting any of the specified key personnel for any reason, the A/E shall notify the Contracting Officer (“CO”) at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The A/E shall obtain written approval of the CO for any proposed substitution of key personnel.

B.6 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.7 Conformance with Laws

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

B.8 Service Contract Act

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

B.9 First Source Employment Agreement and Employment Plan

The A/E shall ensure that at least fifty-one percent (51%) of each firm and every subconsultant’s and subcontractor’s employees hired after the effective date of the Contract, or after such subconsultant or subcontractor enters into a contract with the A/E, to work on the Project shall be residents of the District of Columbia. This percentage shall be applied in the aggregate, and not trade by trade. In addition, the A/E shall use commercially reasonable best efforts to comply with the workforce percentage goals established by the recently adopted amendments to the First Source Employment Agreement Act of 1984 (D.C. Code §§ 2-219.01 *et seq.*) and any implementing regulations.

B.10 Living Wage Act

In addition to the requirements set forth in the First Source Employment Agreement, the A/E shall comply with all applicable provisions of the Living Wage Act of 2023, **Attachment J**, as amended (codified as D.C. Official Code §§ 2-220.01 *et seq.*) and its implementing regulations.

B.11 Equal Employment Opportunity (“EEO”)

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

B.12 Standard Contract Provisions

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

B.13 Time is of the Essence and Substantial Completion Date

Time is of the essence with respect to the contract. The Project must be substantially complete by **August 22, 2025 (“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 an owned resident business; (v) being a longtime business resident; or (vi) having a local business enterprise with its principal office located in an enterprise zone. Accordingly, and in addition to the preference points conferred by **Section C.1**, the Department requires that business enterprises so certified must participate in at least 50% of the project. At least 35% of the contract work must be awarded to entities that are certified as Small Business Enterprises by DSLBD. Offerors shall submit a SBE Subcontracting Plan **Attachment M** with their proposals. The SBE Subcontracting Plan must demonstrate how this requirement will be met and, to the extent possible at this stage in the project, should identify the specific firms that will be used and their respective roles.

C.2.1 Mandatory Subcontracting Plan and Requirements.

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

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

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

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

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

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

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

C.2.2 Subcontracting Plan

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

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

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

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor;

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

C.2.3 Copies of Subcontracts

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

C.2.4 Subcontracting Plan Compliance Reporting

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

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

C.2.4.2 If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

C.2.5 Annual Meetings

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

C.2.6 DSLBD Notices

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

C.2.7 Enforcement and Penalties for Breach of Subcontracting Plan

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

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

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

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

C.2.7.4 Neither the A/E nor a subcontractor may remove a subcontractor or tier-subcontractor if such subcontractor or tier-subcontractor is certified as an LSDBE company unless the Department approves of such removal, in writing. The Department may condition its approval upon the prime contractor developing a plan that is, in the Department's sole and absolute judgment, adequate to maintain the level of LSDBE participation on the Project.

C.2.8 Residency Hiring Requirements for Contractors and Subcontractors

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

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

C.2.9 Economic Inclusion Reporting Requirements

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

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

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

C.2.10 Apprenticeship Act

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

C.3 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY

C.3.1 The Contractor is required to comply with Mayor’s Order 2021-099, COVID-19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns, and Grantees, dated August 10, 2021, and all substantially similar vaccine requirements, including any modifications to this Order, unless and until they are rescinded or superseded. At the request of the District government, Contractors may be asked to provide certification of compliance with this requirement and/or documents and records in support of this certification.

C.3.2 The Contractor is required to comply with City Administrator’s Order 2021-4, Resumption of Requirement for All Persons to Wear a Mask Inside District Government Buildings and While on Duty as a District Government Employee or Contractor, dated July 30, 2021, and all substantially similar mask requirements including any modifications to this Order, unless and until they are rescinded or superseded.

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Award

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

D.2 Evaluation Process

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

D.2.1 Evaluation Board

D.2.1.1 Selection and Appointment

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

D.2.1.2 Evaluation Board Responsibilities

The Evaluation Board shall:

- a. Review the Department's current data files on eligible A/E firms and Offerors' proposals received in response to this RFP.
- b. Evaluate current statements of A/E firms' qualifications and performance data on file with the Department and Offerors' proposals, in accordance with the prescribed criteria in **Section D.3**.
- c. Hold discussions with at least three (3) of the most highly rated qualified A/E firms about concepts and the relative utility of alternative methods of furnishing the required services; the A/E fees will not be discussed.
- d. Prepare a selection report for the CO recommending, in order of preference, at least three (3) A/E firms that are evaluated to be the most highly qualified to perform the required services, based on the selection criteria in **Section D.3**. The selection report

shall include a description of the discussions and evaluation conducted by the board to allow the CO to: 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.3.6** of this RFP for designation by DSLBD. Thus, the maximum number of points is 112.

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

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

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

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

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

- A. List of all projects that the Offeror A/E and its sub-consultants have worked on in the last 5 years that are similar to this Project. For purposes of this paragraph, similar shall mean

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

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

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

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

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

- A. List of all projects that the Offeror and the sub-consultants have worked on in the last 5 years that demonstrate design experience of recreation centers. Offerors should have served as the lead design consultant for a construction project. This information may be provided in an overview matrix format or brief list; however, it should include the name and location of the facility, the name of the owner, the time frame of the project, the original budget for the project, and whether the project was delivered on-time and on budget. If a project was not delivered on-time or on budget, a brief description of the reasons should be provided. On each project description, please provide all of the following information in consistent order:
1. Project name and location.
 2. Name, address, contact person and telephone number for owner reference.
 3. Brief project description including project cost, square footage, firm's scope of work, and key firm strengths exhibited.
 4. Identification of personnel involved in the selected project who are proposed to work on this Project.
 5. Project process and schedule data including construction delivery method, and construction completion date (any unusual events or occurrences that affected schedule should be explained).
 6. Renderings or photographs that show the interior and exterior of the project.

D.3.3 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 (vii) the availability and experience of the Key Personnel assigned to this Project. This element of the evaluation will be worth up to thirty (30) points.

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

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

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

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

1. List of Key Personnel to include, at a minimum, the following individuals: (i) the Design Principal; (ii) the Project A/E; (iii) the Project Designer; (iv) the lead MEP engineers; and (v) the lead structural engineer; (vi) the lead Civil engineers; (vii) the lead Landscape architect and (viii) the pool consultant.
2. Organizational chart illustrating reporting lines and names and titles for Key Personnel proposed by the A/E.
3. Resumes for each Key Personnel proposed by the A/E and sub consultants indicating the individual's previous experience, education, licensing, certifications specialized experience and demonstrated technical competence necessary to successfully complete their role in the Project; and
4. A table that identifies the specific staff that will be assigned to this Project. The table should include: (i) the individual's name (if known); (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this Project); (iv) the time periods during which the individual will be assigned to the Project; and (v) experience working together. This table should include all personnel that will be assigned to the Project.

D.3.4 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; and

- 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 the Randall Recreation Center 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.3.6 Preference Points (up to 12 Points).

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

D.4 Discussions

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

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

D.5 Negotiations

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

SECTION E PROPOSAL ORGANIZATION AND PROPOSALS

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

E.1 Proposal Identification

Proposals shall be submitted as follows:

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

E.2 Delivery or Mailing of Proposals

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

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

E.3 Date and Time for Receiving Proposals

Proposals shall be received by **2:00 p.m., on May 8, 2023**. The Offeror assumes the sole responsibility for timely delivery of its Proposal, regardless of the method of delivery.

E.4 Submission Size, Organization and Offeror Qualifications

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

E.4.1 Technical Proposal

The technical proposal shall be organized as follows:

E.4.1.1 Executive Summary

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

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

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

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

B. Firm profile(s), including:

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

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

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

E.4.1.3 Information for each Selection Criteria

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

E.4.2 Fee Proposal

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

E.4.2.1 Form of Offer Letter

Each Offeror shall submit an offer letter substantially in the form of **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) EEO Policy Statement (**Attachment H**);
- d) First Source Employment Agreement (**Attachment I.1**)
- e) First Source Employment Plan (**Attachment I.2**); and
- f) SBE Subcontracting Plan (**Attachment M**).

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

SECTION F BIDDING PROCEDURES & PROTESTS

F.1 Contact Person

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

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

Rafi Rafiq
Contract Specialist
Department of General Services
1250 U Street NW, 2nd Floor
Washington, DC 20009
Rafi.Rafiq@dc.gov

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

F.2 Pre-proposal Conference

A pre-proposal conference will be held on **April 11, 2023, at 3:00 P.M., EST**. The conference will be held through Microsoft Teams. Interested Offerors are strongly encouraged to attend.

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 251 748 875 830

Passcode: EDgdJJ

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

Join with a video conferencing device

octo@m.webex.com

Video Conference ID: 119 994 813 1

[Alternate VTC instructions](#)

F.3 Site Visit

A site visit will be held at **10:00 a.m. on April 14, 2023**, at Randall Recreation Center located at South Capitol Street, SW and I Street, SW, Washington, DC 20024. Interested Offerors are strongly encouraged to attend.

F.3.1 Attendees: Offerors (“Offerors”) must confirm attendance by providing the information below by **12:00 p.m. April 13, 2023**, via email to Contract Specialist Rafi Rafiq (Rafi.Rafiq@dc.gov)

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

F.4 Explanations to Prospective Offerors

Each Offeror should carefully examine this RFP and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a Proposal. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Department that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding. Requests and questions should be submitted through DGS web portal, by **12:00 p.m. April 20, 2023**, using the link below.

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

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

F.5 Protests

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

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

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

F.6 Contract Award

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

F.7 Retention of Proposals

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

F.8 Examination of Proposals

Offerors are expected to examine the requirements of all instructions (including all amendments, addenda, 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.9 Late Proposals: Modifications

- A. Any proposal or BAFO received after the exact time specified for receipt shall not be considered.
- B. Any modification of a proposal, including a modification resulting from the CO’s requests for best and final offers, is subject to the same conditions as in **Section F.9.A** stated above.
- C. Notwithstanding any other provisions of this RFP to the contrary, a late modification of an otherwise successful proposal which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- D. Proposals shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of proposals.

F.10 No Compensation for Preparation of Proposals

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

F.11 Rejection of Proposals

The Department reserves the right, in its sole discretion:

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

F.12 Limitation of Authority

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

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

SECTION G INSURANCE REQUIREMENTS

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

G.1 General Requirements

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

General liability, commercial auto, workers' compensation and property insurance policies (if applicable to this agreement) shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

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

indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

B. INSURANCE REQUIREMENTS

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

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

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

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

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

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

All insurance required by paragraphs 1,2 and 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
5. Environmental Liability/Contractors Pollution Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of environmental liability insurance covering losses caused by pollution or other hazardous conditions arising from ongoing or completed operations of the Contractor. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), clean-up costs, transit and non-owned disposal sites. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements. There shall be neither an exclusion nor a sublimit for mold or fungus-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous completed operations coverage will be maintained for at least ten (10) years or an extended reporting period shall be purchased for no less than ten (10) years after completion.

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

6. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.
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. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage or "shared" limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the Office of Risk Management (ORM) for compliance review.
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.

Construction Projects Controlled by the District

For construction projects controlled by the District, the District will procure the following policies with the District listed as the first named insured. Since the District

will control the placement of the policies, the District should not contractually bind itself to secure coverage broader than the minimum that satisfy the interests of the Contractor.

Builders Risk – The District shall purchase and maintain, in a company authorized to do business in the jurisdiction in which the project is located, builders risk insurance, written on an “all risk”, special causes of loss or equivalent form. Builders risk coverage will include boiler and machinery / equipment breakdown, earthquake and flood perils. Building ordinance and terrorism coverage will be included.

The deductible shall not exceed \$25,000 except for earthquake, flood, windstorm, water damage or other perils at the discretion of the District and as available in the insurance industry.

The project limit shall equal the replacement value of the structure, including coverage for property in transit and stored off premises.

At the discretion of the District, builders risk coverage will extend to soft costs and delayed completion.

Builders risk insurance shall include the interests of The Government of the District of Columbia, the Contractor, Subcontractors and Sub – subcontractors in the project.

C. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

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

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

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

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

- H. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- I. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:

Obaidullah Ranjbar
Contracting Officer
Department of General Services
Contracts & Procurement Division
Washington, DC 20009
Obaidullah.Ranjbar@dc.gov

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

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