

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES



**REQUEST FOR PROPOSALS**

**Solicitation Number: DCAM-24-CS-RFP-0023**

**ARCHITECTURAL/ENGINEERING SERVICES FOR  
MARION BARRY BUILDING SUPPORT SYSTEMS**

**Solicitation Issue Date:** April 24, 2024

**Pre-proposal Conference:** May 2, 2024, at 12:00 P.M.  
441 4th Street, NW Conference Room # S1114  
Washington DC 20001  
*Refer to Section F.2*

**Site Visit:** May 2, 2024, at 12:00 P.M.  
441 4th Street, NW  
Washington DC 20001  
*Refer to Section F.2*

**Last Day for Questions:** May 10, 2024, by 2:00 P.M.  
*Refer to Section F.3*

**Proposal Due Date:** May 23, 2024, at 2:00 P.M.  
*Refer to Section E.3*

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## Executive Summary

The Department of General Services (the “Department” or “DGS”) needs capital improvements to the Marion S. Barry Jr. Building, aka OJS Building, (the “Building”) located at 441 4th Street NW, Washington DC 20001 (the “Project”) and is seeking an architect/engineer (“Architect/Engineer” “A/E” or “Contractor”) to perform work for the Project. This is an administrative building and is currently occupied by over twenty-five (25) District agencies. The building was built and has been occupied since 1990 and underwent various interior modifications.

Under a previous building rehabilitation process, the exterior envelope of the Building was addressed, including the roof, penthouse, windows, exterior doors, and joint sealant to prevent moisture intrusion into the Building. The design for that project has already been completed and the construction will be carried out in phases. Most of the Building’s interior restrooms are under construction and will be completed by the 2nd quarter of 2025. This specific Project will focus on the Building support systems including, but not limited to, heating, ventilation, and conditioning (“HVAC”), electrical, fire protection and life safety systems, and security systems work.

### A.1 FUNCTIONAL DESCRIPTION OF THE BUILDING

#### 1. General:

The Building has two subfloors and eleven floors above grade. It is rectangular in shape and each floor is about 60,000 square feet for a total of approximately 650,000 square feet usable space. It is occupied and classified as an Administrative Building. From a systems perspective, the Building is served by steam boilers with a distribution system to multiple floors. There are areas served by air handlers and chiller systems. Above ground floors are served by air handlers off of the original building systems. Plumbing system types are varied and typical for this type of building. Roof drains and storm water piping are original to the building. There is a fire pump system with a dry pipe system and fire hose cabinet. The existing fire alarm system was installed in 2014 using XLS Platform by Siemens Industries, Inc. The lighting and electrical systems are of a variety of types and ages throughout the Building. The Building is served by two elevator cores, one on the south side and another is on the north side of the Building. Each core is occupied by 6 elevators. In addition, there are two sets of freight elevators and one elevator which runs from the parking levels to the lobby level. There is also one elevator that runs between the parking garages and building lobby.

The Conditions Assessment Report on the Marion Barry Building by 4tell™ Solutions, LP from 2014 is attached as a part of this solicitation as **Attachment A1**. There are no drawings available on mechanical, electrical, and plumbing (“MEP”) for this building, and in addition, the building underwent various modernization work; therefore no MEP drawings will be provided. However, the base building Architectural plans will be provided to the successful A/E.

Overall, the Building’s mechanical, electrical and sprinkler, and part of the fire alarm systems have served their useful lives and need improvement and modernization.

## 2. Studies:

The CONDITION ASSESSMENT REPORT on the building completed in 2014 is provided for information only. HVAC, Electrical, Mechanical, Fire Suppressions, and Fire Alarm System improvements are to be evaluated during the Schematic Phase to determine the best options for the District of Columbia government (the “District”) regarding capital costs, operation and maintenance costs, financial incentives, and rebates.

## 3. Floor Plans:

The Department possesses a set of drawings with floor plans for the Building. The drawings include original conditions and some modernization of various floors with layouts. It is the responsibility of offerors to assess all floor space during their design. These drawings will be available only to the successful A/E.

### **A.2 A/E’s RESPONSIBILITIES**

A/E shall develop the design showing all details and calculations so that all contractors can understand the drawings and submit balanced bids. In addition, the A/E shall take notes of the pre-proposal meetings and respond to all Requests for Information (“RFI(s)”) and participate in Construction Administration Services (Title II Services). It is also the responsibility of A/E to secure all building permits related to the Project and conduct commissioning and closing services.

### **A.3 Project Delivery Method**

The Department intends to implement the Project through a design-bid-build delivery method. The A/E will be engaged through this procurement directly with the Department. The Department intends to engage an A/E, which will coordinate with the Department to complete the total design inclusive of site investigations/studies and deliver the construction documents along with necessary permits. The design development process for the A/E shall be 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) Study Phase; (ii) Design Phase; (iii) Preconstruction Phase; and (iv) the Bidding and Construction Administration Phase.

The Study Phase will require the A/E to survey the building support system and/or its components and review the Facility Management Division’s findings to come up with the ultimate recommendations for the final scope. The review of all recommendations/options will be performed jointly and the final determination will be used as the basis of the design (“Basis of Design”).

The Design Phase will consist of the A/E taking the agreed upon Basis of Design and developing the design for all phases (Concept, Schematic, Design Development, Permit, and Construction Documents) of the Project. During the Preconstruction Phase, the selected A/E will be required to work with its groups of engineers of various disciplines, as required for the scope stated in **Section A.2** above. The A/E 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 the construction documents are completed by the A/E and they will submit and secure the permit from DOB.

The A/E chosen through this RFP will remain contracted with the Department to provide all necessary Title II Services (Construction Administration Services) including Preproposal Conferences, Quality Assurance/Quality Control services, and Close-out process for the permitted set of drawings.

### **A.3.1 Project Sustainability Requirements**

**A.3.1.1 Energy Efficient System:** The Project shall be designed in such a way such that, at a minimum, all new equipment must meet the Environmental Protection Agency (“EPA”) Energy Efficient Goals, and DOE goals for Energy Star Certification. The A/E will be responsible for applying for and achieving Energy Star Certification and filing the DOE and or with any other DC and or Federal regulatory agencies.

**A.3.1.2 Energy Consumption Requirements:** The Department requires that the Project become an energy-efficient building, and the Department requires the A/E to achieve as much energy savings as possible.

### **A.4 Design Fees**

As is more fully described in the Form of Contract, the A/E will be paid a fixed price for all Project phase services through construction administration services. Offerors will be required to bid a Design Fee that covers all of the Offeror’s costs associated with the preparation of the: (i) Comprehensive Survey; (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; (vii) preconstruction services; and (viii) bidding/construction administration services. Offerors will also be required to submit a schedule of hourly rates for any additional work that is required:

1. Design Principle hourly rate;
2. Project A/E hourly rate;
3. Project Designer hourly rate;
4. Lead MEP Engineer hourly rate; and
5. Lead Fire Safety System Engineer hourly rate.

In addition to that pricing, A/E shall also include the following allowances: Owner’s Allowance \$25,000.00. The payment of this allowance will be treated as reimbursable cost and payment will be made based on paid vouchers to the DC Department of Building (“DOB”).

### **A.5 Selection Criteria**

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

### **A.6 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 contract, as applicable (**Attachment N**).

### **A.7 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.

### **A.8 Project Schedule**

The preliminary Project milestone schedule for the Project is as follows:

- Estimated Notice of Award - on or about June 24, 2024
- Issuance of Agreement - on or about July 8, 2024
- Submit Study Report - 3 weeks after Agreement
- Submit Feasibility Study - 5 weeks after Agreement
- Submit Concept Design - 7 weeks after Agreement
- Submit Schematic Design - 9 weeks after Agreement
- Submit 100% Design Development - 15 weeks after Agreement
- Submit Permit Set to DOB - 16 weeks after Agreement
- Submit 100% Construction Documents - 20 weeks after Agreement
- Substantial Completion Date - April 30, 2025

## **A.9 Attachments**

<b>Attachment A1</b>	MBB Comprehensive Facilities Condition Assessment Report, 2014
<b>Attachment A2</b>	2024 DGS Projects Turnover Protocol Manual
<b>Attachment B</b>	Service Contract Act
<b>Attachment C</b>	Form of Offer Letter
<b>Attachment D</b>	Offeror's Certification Form
<b>Attachment E</b>	Tax Certification Affidavit
<b>Attachment F</b>	Form of Contract
<b>Attachment G</b>	Standard Contract Provisions for Architectural and Engineering Contracts
<b>Attachment H</b>	Equal Employment Opportunity Policy Statement
<b>Attachment I.1</b>	First Source Employment Agreement (Non-Construction)
<b>Attachment I.2</b>	First Source Revised Employment Plan
<b>Attachment J</b>	2024 Living Wage Act Fact Sheet
<b>Attachment K</b>	Past Performance Evaluation Form
<b>Attachment L</b>	RESERVED
<b>Attachment M</b>	SBE Subcontracting Plan
<b>Attachment N</b>	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 complete the Project. The selected A/E will be required to provide all the design services necessary to implement the Project and to produce the required deliverables. As part of the design work, the A/E shall survey the building and the Condition Assessments Report (**Attachment A1**), and the findings of the Building Maintenance Divisions to understand the problems encountered and recorded for the Building Support Systems so that they can provide a set of quality construction documents to renovate and upgrade the HVAC, Electrical, Fire Suppression System including main and distribution water valves, and some mechanical items of the building. The design shall incorporate the following support system including a detailed architectural work:

#### **1. Architectural:**

The A/E shall provide construction documents to renovate/modernize the support service systems of the Building. Provide structural calculations as necessary ensuring that the flooring/roofing system can support any proposed equipment loads to be located there.

#### **2. HVAC:**

Provide construction documents for a new HVAC system for the building. Provide calculations of the required building air supply and exhaust quantities. Provide a ventilation schedule for all building spaces.

Provide calculations of the cooling load requirements of the interior building spaces to be conditioned. Calculations shall be based on, but not be limited to items such as: conduction and convection heat transmission, air ventilation and infiltration, internal building heat sources, solar heat gain, etc.

Prior to issuance of a Certificate of Approval after construction phase, the A/E, at a minimum, will review all equipment, i.e., fans, controls, dampers, and devices requiring adjustments or regulation, shall be thoroughly cleaned, adjusted, or regulated for proper operation and freed from objectionable noise and vibration.

The A/E shall witness the work of the certified HVAC Testing & Balancing firm during all balancing, adjusting and testing of the air distribution and exhaust systems and shall determine any system modifications necessary to make the system perform as designed.

#### **3. Electrical Service:**

Provide construction documents for the electric service within the building including but not limited to all components required replacement/reservicing, such as substations and branch circuit panels. Submit electrical load calculations to the DOB Code analysis.

#### **4. Fire Protection & Life Safety Systems:**

The existing Fire Alarm System, installed in 2014, is in good condition, except for some changes and additions, which includes some strobes and duct heaters. The A/E shall provide construction documents to install/replace necessary systems in the Building, including all devices such as pull stations and smoke detectors and ensure that notification devices comply with Americans with Disabilities Act (“ADA”) codes and standards. All new strobes must be of the same make and model to meet the DC Fire Marshall Codes.

#### **5. Fire Suppression System:**

The A/E shall provide construction documents for a new fire suppression system. Existing hose cabinets will be removed by the General Contractor.

The A/E and/or a pre-qualified testing lab selected by the A/E shall conduct field tests of the nearest fire hydrants and determine the static and residual pressures and flow rates of water being supplied to the Building. Schedule the fire hydrant testing in consultation with the manager of the Building (the “Building Manager”) and his representatives. All costs associated with the hydrant tests shall be estimated by the A/E and the amount must be included in its fee proposal.

The hydrant test results shall be used as the basis for hydraulic calculations to verify that there is adequate water pressure volume and flow for the building sprinkler systems. Signed and sealed calculations must be submitted to the DOB Plan & Code Review Unit for record, review and approval.

It is the responsibility of the A/E to review all the water distribution system, including distribution pipes, joints, elbows and replace those which are corroded and need replacement. It is mandatory that all Sprinkler Heads of the building must be replaced. Since it is impossible to identify how many sprinkler pipes are corroded during the design phase, therefore, during the construction phase if the General Contractor identifies and recommends any pipe that needs to be replaced, the A/E, upon notification by the General Contractor, will dispatch its engineer for review and to make a final decision on the replacement. Such decisions will be in a written instrumental basis and will be uploaded on the DGS ProjectTeam database.

A statement shall be included in the specifications and on the drawings that states: “If the sprinkler contractor prepares shop drawings that differ in design from those supplied by the A/E, they shall submit them, through the A/E, to DOB Plan & Code Review Unit for approval prior to fabrication and installation of the system”.

Upon completion of the Project, when the General Contractor shall test the complete fire suppression and detection system to secure all necessary approvals, the A/E will oversee their testing based on their approved design and specifications. The A/E shall identify the testing requirements in the specifications including the hydrostatic test pressures and the test duration under pressure.

All equipment testing shall be conducted in the presence of the A/E, designated representatives of the DOB, and the Building Manager or his representatives. The A/E shall be responsible for the coordination and scheduling of all tests. All test results shall be collected and bound in a manual for reference.



## **6. Plumbing:**

Provide construction documents to replace water pumps and fixtures, where required. Replace the water heaters, where required.

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

#### **B.2.1 Charrette Sessions and Survey.**

The A/E shall facilitate up to two (2) meetings with DGS and other Project stakeholders (for example, facilities representatives and other user agencies) 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.

#### **B.2.2 Site Survey**

The A/E shall survey the building and review existing documentation and provide construction documents to renovate and upgrade the HVAC, Electrical, Fire Suppression System including main and distribution water valves, and some mechanical items of the building.

#### **B.2.3 Initial Findings of Building Maintenance Divisions**

Based on the data received from the DGS Building Management System, the Building support professionals (“Building Support Professionals”) are encountering problems with the following areas listed below. It is to be noted that these are not only deficiencies with existing building support systems, therefore, the A/E must survey the entire system and come up with affected systems needs replacement/improvement.

##### **1. HVAC System:**

Based on the service records, the Building Manager provides the following information, and it is for informational purposes only.

Building Manager’s Findings-

- The Building has 48 Air Handling Units (“AHU(s)”), and the Building Manager thinks that at least 24 AHUs require replacement.

##### **2. Electrical Service:**

Based on the service records, the Building Manager has provided the following information for informational purposes only. This design may need some equipment to be totally replaced while some of the equipment may only need specific parts to be replaced.

## Building Manager's Findings-

- The Generator requires five (5) switchgears of various capacities to be replaced.
- Some of the fans and motors are malfunctioning and need to be replaced/repared.

### **3. Fire Protection & Life Safety Systems:**

Based on the service records, the Building Manager provides the following information, and it is for the information purpose only. This design may need some equipment to be totally replaced while some of the equipment may only need specific parts to be replaced.

Building Manager's findings:

Due to prior modernization projects of the building, various duct smoke detectors are missing and need re-installment.

- Over the years, due to changes in the office space reconfiguration, some of the smoke detectors are not functioning.
- The existing PA system needs upgraded and is no longer efficient as-is.

### **4. The Existing Fire Alarm System:**

The existing Fire Alarm System needs to be removed and replaced, including some of the smoke detectors and notification devices, such as pull stations and smoke detectors, and ensure that notification devices comply with ADA codes and standards. All new strobes must be of the same make and model to meet the DC Fire Marshall Codes.

Egress lighting fixtures and exit signs, if required, will be replaced. Light fixtures, where required, should be upgraded to more energy efficient lighting.

### **5. Fire Suppression System:**

Based on the service records, the Building Manager provides the following information, and it is for the information purpose only. This design might need some equipment total replacement of parts replacements.

Building Manager's findings:

The building sprinkler system is old and has never been replaced. The distribution system is corroded in various places and existing sprinkler heads are not available in the market. When a fire breaks out, an effective sprinkler system is invaluable. It can give employees and customers more time to escape while limiting damage done by firefighters as well. Based on the industry standards, the sprinkler system needs replacement every 20 – 30 years. The scope requires design, permitting and replacement of all distribution pipes and sprinkler heads.

- Provide construction documents for a new fire suppression system. Existing hose cabinets will be removed.
- Main Water Valve of the building as well as termination valves are very old and there is no information if these vital units were ever replaced after the construction of the building in the 1980s. These valves leak from time to time and need replacement. The Building Manager found at least 45 valves are leaking. The danger of excessive water pressure in buildings: safety hazards include burst water tanks or boilers, clogged relief valves, and even building flooding and mold contamination. The same water valves also serve the building sprinkler system and air handling units. A failure of the main valve is not an option, and it needs immediate replacement. The rainwater drainage system is clogged, some are broken and cracked, disrupting stormwater discharge properly making water ditching, this in turn penetrates through the underlayment system and might cause permanent damage to the structure as well as the work area.

## **6. Plumbing:**

Provide construction documents to replace water pumps and fixtures. Replace the water heaters, where required.

### **B.2.4 Cost Estimate and Design/Construction Schedule**

The A/E shall develop and submit a detailed construction cost estimate itemized and summarized by the divisions and sections of the Construction Specification Institute (“CSI”) MasterFormat© latest edition applicable to the Project. The detailed breakdown of each work item shall include labor, equipment, material and total costs. The construction estimate shall include all alternate bid items, if any, and all unit price items itemized and summarized by the divisions and sections of the specifications. All cost estimates shall be adjusted for regional location, site factors, construction phasing, premium time, building use group, location of work within the building, temporary swing space, security issues, and inflation factors based on the year in which the work is to be performed. The cost estimate shall include descriptions of all allowances and contingencies noted in the estimate. For the safety of Project funding, it is requested to include 15% of the construction cost as contingencies. The A/E will develop the Cost Estimates in phases and provide Value Engineering Services.

### **B.2.5 Design Detail:**

This Scope of Work and findings provided above are intended as guides for the A/E to understand the overall basic design requirements of the Project so that the A/E can provide all design details during the design phase of the Project ensuring that they are following all applicable codes, regulating authorities, and the guidelines established in the Standard Contract Provisions for A/E Services.

The A/E should note that drawings and specifications shall provide details beyond that required to merely show the nature and character of the work to be performed. The construction documents shall provide sufficient information and detail to illustrate, describe and clearly delineate the design intent of the A/E and enable all Contractors to uniformly bid the Project.

The A/E shall ensure that all of the design items described in this scope of work are addressed and

included in the project drawings and specification sections where appropriate.

## **1. Specification Format**

The A/E shall prepare the construction specifications in the CSI format entitled MasterFormat®, latest edition. The Project construction specifications shall include only those CSI MasterFormat® specification sections and divisions applicable to this specific Project.

## **2. 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's ProjectTeam platform.

### **B.2.5 Schedule**

A/E shall deliver the feasibility Study Report within five (5) 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. **Project Kick-Off Meeting:** The purpose of the meeting will be to review the Project scope, schedule, goals, 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 2024 DGS Projects Turnover Protocol (**Attachment A2**). A Meeting Summary shall be completed from this meeting and distributed to meeting attendees for review.
2. Conduct discussions with DGS and Occupied Agencies staff to further understand the technical issues with the building support systems.
3. Conduct a study of the storm water management changes/needs.
4. Conduct life safety/building code analysis to verify compliance of design with all current applicable codes recently adopted by the District.
5. Request and receive hydrant flow test.

6. Perform MEP/life safety systems evaluation and recommend selection.
7. Confer with the Department's IT representatives/consultants to verify technological requirements for the Project.
8. 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, and Stakeholder Interview, 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 Project. The selected A/E will make any appropriate modifications based on DGS comments prior to presenting the concept to the public, if required.
9. Participate in Value Engineering workshops, as required, with DGS representatives.
10. Draft Final Design. The selected A/E will develop a draft final design 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.
11. During this phase, the A/E will be required to prepare and submit to the Contracting Officer's Technical Representative ("COTR") the deliverables listed below in Sections B.3.2.1, B.3.3.1, and B.3.4.1. All such deliverables shall be subject to review and approval by COTR, and the A/E's pricing should assume that revisions may be required to these documents to address concerns raised the DGS and/or other project stakeholders.

All required deliverables shall be subject to review and approval by COTR, 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. Obtain and review applicable District standards and guidelines for design (Design Criteria Manual, Unified Development Code, 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.
2. Coordinate a Preliminary Design Review Meeting (“PDRM”) with the DOB, DOEE, Department of Transportation (“DDOT”), and DC Water.
3. Coordinate meetings with applicable utility companies, including but not limited to Potomac Electric Power Company (“PEPCO”), Washington Gas, and Verizon.
4. Act as scribe for all design-related meetings. Distribute meeting minutes to all attendees.
5. 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.
6. Upload all design documentation and deliverables as required utilizing the online DGS Project Management Information System (ProjectTeam) and guidelines.
7. Baseline Schedule bi-weekly update in the format requested by the Department.
8. 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. Design narrative.
    - ii. Plan-to-program comparison.
    - iii. Exterior elevations, rendering, and color palette.
    - iv. Critical building sections and details.
    - v. Relevant right-of-way information such as easements, building set-backs, etc.
    - vi. Location of utilities and sizes.
    - vii. Stormwater management.
    - viii. Preliminary MEP systems.
    - ix. Copies of all surveys and reports
    - x. Preliminary Specifications
  - b. 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.

- c. 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.
- d. Meeting minutes of Preliminary Design Review Meetings.
- e. 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. 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 2024 DGS Projects Turnover Protocol (**Attachment A2**).
2. 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.
3. Prepare detailed and coordinated drawings and specifications for bidding purposes as needed by the CMAR Contractor.
4. Complete code compliance analysis and drawings.
5. Meet and coordinate with the regulatory agency, stakeholders review all necessary drawings.:
6. Upload all design documentation and deliverables as required utilizing the online DGS Project Management Information System (ProjectTeam) and guidelines.

7. Baseline Schedule with bi-weekly updates in the format required by the Department.
8. 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). The minimum requirements for this phase will be the following:
    - i. Exterior elevations, rendering, and color palette.
    - ii. Building sections and details.
    - iii. Stormwater management.
    - iv. Confirm space-by-space equipment layouts with representatives from DGS.
    - v. LEED information, as appropriate.
    - vi. Specifications for materials, systems, and equipment.
    - vii. Updated Schedule.
    - viii. 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. Commission of Fine Arts ("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 Design Development Documents 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.3.1.1 Services & Deliverables:** In general, the A/E shall be required to undertake the following tasks and submit them 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”), if 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. Attending follow up meetings and coordinating with regulatory agencies, Fire Marshall, DGS Facilities personnel, and other stakeholders, as necessary.
10. Act as scribe for all design-related meetings. Distribute meeting minutes to all attendees.
11. Upload all design documentation and deliverables as required utilizing the online DGS Project Management Information System (ProjectTeam) and guidelines.
12. 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.3.5 Issued for Construction Documents.**

**B.3.5.1 Services & Deliverables:** The A/E shall be required to develop a set of construction documents. The set shall represent the further progression of the approved Permit Set together with any value engineering strategies approved by the Department. The 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 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 requests for substitutions.

**B.4.1.2 Construction Administration.** The A/E shall provide support to the 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 the General Contractor. Prepare meeting minutes and distribute them 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 2024 DGS Project Turnover Protocol included as **Attachment A2**.

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 2024 DGS Project Turnover Protocol included as **Attachment A2**.

## **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; and (v) the lead fire safety system engineer. **The A/E will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement.** The key personnel specified in the contract are considered to be essential to the work being performed. Prior to diverting any of the specified key personnel for any reason, the A/E shall notify the Contracting Officer (“CO”) at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The A/E shall obtain written approval of the CO for any proposed substitution of key personnel.

## **B.6 Licensing, Accreditation and Registration**

The A/E and all of its 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](http://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 2024, **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 completed by **April 30, 2025 (“Substantial Completion Date”)**.

## SECTION C ECONOMIC INCLUSION

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

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2005”, D.C. Code § 2-218.01 *et seq.*, as amended (“Act”, as used in this section), the District shall apply preferences in evaluating proposals from businesses that are certified by the Department of Small and Local Business Development (“DSLBD”) pursuant to Part D of the Act.

- a) Any prime contractor that is a small business enterprise (“SBE”) certified by the DSLBD will receive the addition of three (3) points on a 100-point scale added to the overall score.
- b) Any prime contractor that is a resident-owned business (“ROB”) certified by DSLBD will receive the addition of five (5) points on a 100-point scale added to the overall score.
- c) Any prime contractor that is a longtime resident business (“LRB”) certified by DSLBD will receive the addition of five (5) points on a 100-point scale added to the overall score.
- d) Any prime contractor that is a local business enterprise (“LBE”) certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score.
- e) Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (“DZE”) certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score.
- f) Any prime contractor that is a disadvantaged business enterprise (“DBE”) certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score.
- g) Any prime contractor that is a veteran-owned business (“VOB”) certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score.
- h) Any prime contractor that is a local manufacturing business enterprise (“LMBE”) certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score.
- i) Any prime contractor that is an equity impact enterprise certified by DSLBD will receive the addition of five (5) points on the 100-point scale added to the overall score.

A certified business enterprise (“CBE”) shall be entitled to any or all of the preferences provided in this Section, but in no case shall a CBE be entitled to a preference of more than 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.1.1.1** 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.1.1.1** 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.2.1.1** 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.2.1.1** 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.2.1.1** 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.2.1.1** 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.2.1.1** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

**C.2.1.1** 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.2.1.1** If the prime contractor has a subcontracting plan required by law for the proposed contract, the prime contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

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

**C.2.1.1** 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.2.1.1** A prime contractor shall be deemed to have breached a subcontracting plan required by law, if the prime contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

**C.2.1.1** A prime contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

**C.2.1.1** If the CO determines the prime contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in clause 8 of the SCP, Default.

**C.2.1.1** 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. Thirty-five percent (35%) of all apprentice hours shall be worked by District residents.

### **C.3 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY (if applicable)**

**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.2.1.1 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; (ii) the Offeror's past performance working with its proposed sub-consultants; and (iii) the offeror must include their roles (Prime Contractor or Subcontractor) for all referenced projects. They must include what portion of work they performed. 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 building support systems 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 Fire Safety specialist.
  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 Marion Barry Building's Building Support Systems 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:

An electronic copy of the complete proposals (**Technical and Price Proposals**) shall be submitted uploaded to Contracts & Procurement Division's Submission Portal as described in **Section E.2 by the Due Date in Section E.3 of this RFP**. The submission should be titled: **"Proposal for Architectural/Engineering Services for Marion Barry Building Support Systems – DCAM-24-CS-RFP-0023**.

### **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 23, 2024**. 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.4.1.1 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.4.1.1 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.4.1.1 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 (**Attachment F**). 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.4.1.1 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:

Arad Rahimi  
Contract Specialist  
Department of General Services  
3924 Minnesota Avenue NE, 5<sup>th</sup> Floor  
Washington, DC 20019  
[Arad.Rahimi@dc.gov](mailto:Arad.Rahimi@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 & Site Visit

A pre-proposal conference and Site Visit will be held on **May 2, 2024, at 12:00 P.M., EST at 441, 4<sup>th</sup> Street, NW, 11<sup>th</sup> Floor Conference Room # S1114**. It might require at least a couple of hours to conclude the pre-proposal Conference. This pre-proposal conference and site visit is mandatory.

### F.3 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 **2:00 p.m. May 10, 2024**, 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.4 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".

**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.5 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.6 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.7 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.8 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.9 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.10 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.11 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 submit a Certificate of Insurance to the Contracting Officer (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.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, 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 and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, 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 for each occurrence, and a \$2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or its equivalent) to The Government of the District of Columbia
- b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
- c) A waiver of subrogation in favor of The Government of the District of Columbia
- d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
- e) Defense costs shall be in addition to and not erode the limits of liability

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 in connection with work under this agreement, with a minimum combined single limit of \$1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Contractor shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

- a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
- b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

- a. To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
- b. Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
- c. A waiver of subrogation in favor of The Government of the District of Columbia

- d. Defense costs shall be in addition to and not erode the limits of liability
- e. If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier, and Truckers (or its equivalent)

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.

The Workers Compensation and Employers Liability shall be further endorsed to:

- a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
  - b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
  - c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.
4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Contractor's operations or services with a limit of \$2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Contractor on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Contractor shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.
5. 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.

6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits of \$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 Government of the District of Columbia and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.
7. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3<sup>rd</sup> party fidelity to cover the dishonest acts of Contractors, its employees and/or volunteers which result in a loss to the District. The Government of the District of Columbia shall be included as loss payee. The policy shall provide a limit of \$15,000 per occurrence.
8. 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 \$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.

The Environmental Liability policy shall be further endorsed to include The Government of the District of Columbia as an Additional Insured.

9. Installation-Floater Insurance - For projects not involving structural alterations, the contractor shall provide an installation floater policy with a limit equal to the Property values being installed as part of the project. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor.

10. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the CO 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 or through a separate stand-alone sexual abuse and molestation policy with confirmation there are no exclusions for abuse or assault & battery under the General Liability. 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 ORM for compliance review.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS

Any and all subcontractors engaged by Contractor for work under this agreement shall be required to have the same insured required of Contractor. Should the Contractor 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 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. In either instance, the Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. 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.

- E. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by The Government of 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.

- F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the contractor's liability under this contract.

- G. 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 Government of the District of Columbia.

- H. MEASURE OF PAYMENT. The Government of the District of Columbia 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.
- I. 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 cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Contractor no long complying with the above requirements. 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. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Contractor at least 30 days' notice of the change. Contractor must comply, at your expense, and deliver to the CO evidence of compliance before the change becomes effective.
- J. CERTIFICATES OF INSURANCE. The Contractor must send to CO, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Contractor must also provide us with evidence of renewal before the expiration date of each insurance policy. Contractor is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. 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

3924 Minnesota Ave, NE | 5th Floor

Washington, DC 20019

[Obaidullah.Ranjbar@dc.gov](mailto: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).

- K. DISCLOSURE OF INFORMATION. The Contractor agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia 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.
- L. 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 better (or the equivalent by any other rating agency) and licensed in the District of Columbia.
- M. WARRANTIES. When applicable, 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). CO should collect, review for accuracy, and maintain all warranties for goods and services.