

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES



REQUEST FOR PROPOSALS

Solicitation Number: DCAM-21-AE-0008

ARCHITECTURAL/ENGINEERING SERVICES FOR  
A PERMANENT SWING SCHOOL AT KENILWORTH ELEMENTARY

**This solicitation is designated only for certified small business enterprise (“SBE”) contractors under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 et seq., as amended. ONLY Contractors that are certified by the District of Columbia Department of Small and Local Business Development (“DSLBD”) as an SBE are eligible. Joint-Ventures are not eligible.**

Solicitation Issue Date: July 29, 2021

Pre-Proposal Conference: August 2, 2021 at 1:00 p.m.

[Click here to join the meeting](#)

Due Date for Questions: August 9, 2021 at 2:00 p.m.

Proposal Due Date: August 19, 2021 at 2:00 p.m.

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**Site Visit:** A request can be made to the POC indicated within Section E.5 of this RFP for further information about site visits. Site visits will be scheduled in accordance with CDC-recommended protocols. **Requests for site visits must be sent by August 2, 2021, at 5:00 PM. late requests will be rejected.**

**NB: Masks wearing will be REQUIRED with no exceptions at all times during the site visit.**

## SECTION A

### A.0 Executive Summary

The District of Columbia (“District”) Department of General Services (“DGS” or “Department”), on behalf of the District of Columbia Public Schools (“DCPS”), is issuing this Request for Proposals (“RFP”) to solicit the services of an SBE design firm to serve as the Architect/Engineer (“A/E” or “Architect” or “Contractor”) for the renovations and possible additions to the old former Kenilworth Elementary School to serve as a permanent swing school (the “Project”).

The Project will be located at 1300 44<sup>th</sup> Street NE, Washington DC. DCPS recently decided to convert the former Kenilworth Elementary School to a permanent swing space to support the ongoing modernizations of the school portfolio. In 2020, improvements were made to Kenilworth Elementary School (“ES”) to serve as swing-space for the Smothers ES modernization project. Improvements to the building’s heating system and installation of a new elevator are scheduled to begin by mid-2021 to prepare the facility to serve as the temporary home for Aiton ES as it undergoes its modernization. After Aiton’s use, the building will continue to function as a long-term swing space to support the modernization of PACE Act schools in Ward 7 identified in the Capital Improvement Plan. The primary focus of the work will be designing a permanent kitchen and dining space for the Aiton school community. Currently, there is a temporary kitchen on a demountable trailer and a multipurpose tent onsite, but the District is looking to replace them with a permanent solution.

The portion of the Kenilworth Elementary School that was modernized in 2018 as part of a new DC Recreation Center will not be part of this scope of work. Refer to Figure 1, as follows:



*Figure 1: Image shaded in blue is outside the limits of this scope of work.*

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

Based on the limited construction window for improvements to the Kenilworth Swing School, and limited funding each fiscal year, the Department contemplates that the construction will happen in a phased approach over the course of multiple summers. As such, the selected AE upon completion of Task 1, as further described in the Scope of Work, will work with the Department to develop a phasing plan that will allow the full modernization to occur. To this end the AE will be required to develop multiple bid packages that may be procured either through competitive i.) Design-Bid-Build, ii.) Request for Task Order Pricing, or iii.) Construction Manager at Risk.

The Department intends to implement the Project through a Construction Management at Risk delivery method. The Department will engage a construction Manager at risk (“CMAR Contractor”) who will coordinate with the selected A/E to ensure that the design developed by the A/E is consistent with the Department’s budgets and schedules for the Project. The Department envisions that a design milestone schedule shall be completed as indicated in **Section A.6 Estimated Project Schedules**. At this point, the CMAR Contractor will provide a Guaranteed Maximum Price (“GMP”) based upon the approved Permit Set. It is contemplated that the Project’s GMP will be finalized as detailed in **Section A.6**. Concurrent with the execution of the GMP, the A/E will work directly for the Department by supporting design oversight and implementation throughout the design and construction phases. The Department reserves the right to assign the A/E contract to the CMAR Contractor.

The Department, along with DCPS, shall use the budget estimates generated by the A/E to create a capital funding request for the construction of the Project. As such, the Department cannot state with a high level of confidence the construction schedule for the Project, and expects the A/E to submit a proposal for Construction Administration post award and once a final construction schedule has been agreed upon.

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

Offerors (“Offerors”) responding to this RFP should carefully review the Form of the Contract (“Form of Contract”) and DGS Standard Contract Provisions (“SCP”) for Architectural and Engineering Contracts, which are/will be attached to this RFP as **Attachment F** and **Attachment G**, respectively. 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 identify and request changes if any, may be deemed non-responsive if such changes are requested after submitting the proposal. **A proposal that identifies or describes changes or exceptions to the Standard Contract Provisions may be deemed non-responsive.**

Therefore, Offerors responding to this RFP should carefully review the Form of Contract, **Attachment F** (to be issued via an addendum to this RFP), before submitting their Proposals.

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

As will be more fully described in the Form of Contract, the A/E will be paid a fixed price for all design phase services. Construction Administration services will be charged on a Firm Fixed Price basis at agreed-upon rates with a not-to-exceed amount for each service. Offerors shall bid a design fee (the “Initial Design Fee”) that covers preparing the initial three (3) schemes of Phase 1 (Concept Design). Upon selection of a preferred scheme, the Department and A/E shall negotiate a final design fee (“Final Design Fee”) for all of the Offeror’s costs associated with the preparation of the schematic design (“SD”); a set of design development documents (“DDs” or “Design Development Documents”); a permit set of construction documents (“Permit Set”) which are sufficiently advanced to submit for, a permit from DCRA; and a set of issued for construction documents (“IFC Set”). The Offeror shall include appropriate fees that would be associated with early release work as further stated below. The Final Design Fee shall be fair and reasonable and subject to the Independent Government cost estimate. Such Final Design Fee will be added as a change order to the Contract with the Selected A/E following the Contracting Officer’s review and approval.

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

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

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

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

Proposals will be evaluated in accordance with Section D of this RFP.

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

The anticipated schedule for this procurement is, as follows:

- |   |                                   |
|---|-----------------------------------|
| <input type="checkbox"/> Issue A/E Services RFP   | July 29, 2021                     |
| <input type="checkbox"/> Pre-proposal Conference  | August 2, 2021 at 1:00pm.         |
| <input type="checkbox"/> Pre-Proposal Site Visit: | Refer to the cover page (page 1). |

- |   |                                |
|---|--------------------------------|
| <input type="checkbox"/> Due Date for Questions | August 9, 2021 at 2:00pm       |
| <input type="checkbox"/> Due Date for Proposals | August 19, 2021 at 2:00pm      |
| <input type="checkbox"/> Notice of Award        | September 30, 2021 (projected) |

## A.6 Estimated Project Schedule

The preliminary Project schedule milestones are, as follows:

- |  |                                |
|--|--------------------------------|
| <input type="checkbox"/> Notice of Award and Notice to Proceed (A/E) | September 30, 2021 (projected) |
| <input type="checkbox"/> Submit Concept Designs                      | 4 weeks from NTP               |
| <input type="checkbox"/> Submit Schematic Design                     | 8 weeks from NTP               |
| <input type="checkbox"/> Submit 100% Design Development              | 14 weeks from NTP              |
| <input type="checkbox"/> Permit Set                                  | 18 weeks from NTP              |
| <input type="checkbox"/> Submit 100% CDs                             | 24 weeks from NTP              |

## A.7 Attachments

This RFP contains the following Attachments:

- |                     |   |
|---------------------|---|
| <b>Attachment A</b> | Kenilworth Elementary School Existing Conditions Drawings                   |
| <b>Attachment B</b> | Service Contract Act  |
| <b>Attachment C</b> | Form of Offer Letter  |
| <b>Attachment D</b> | Conflict of Interest Disclosure Statement                                   |
| <b>Attachment E</b> | Tax Affidavit Certification Form  |
| <b>Attachment F</b> | Form of Contract (to be provided via Addendum)                              |
| <b>Attachment G</b> | Standard Contract Provisions for Architectural & Engineering Contracts      |
| <b>Attachment H</b> | Bidder/Offeror Certification Form   |
| <b>Attachment I</b> | SBE Subcontracting Plan   |
| <b>Attachment J</b> | First Source Employment Agreement and Employment Plan                       |
| <b>Attachment K</b> | 2021 Living Wage Act  |
| <b>Attachment L</b> | Past Performance Evaluation Form  |
| <b>Attachment M</b> | EEO Policy Statement  |
| <b>Attachment N</b> | Form of Notice to Proceed and Letter Contract (to be provided via Addendum) |
| <b>Attachment O</b> | General Ed Specs for Elementary Schools and Appendices A, B, and C.         |
| <b>Attachment P</b> | BIM Requirements-Architect/Engineer Contract                                |

## **SECTION B SCOPE OF WORK**

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

In general, the selected A/E will be required to provide planning, programming, and architectural and engineering services necessary to modernize a portion of Kenilworth Elementary School (“Kenilworth”) to serve as a long term swing school to support the DCPS modernization program. The selected A/E will be required to provide all of the design services necessary to implement the Project and produce the required deliverables.

#### **Base Scope**

The design team will be required to undertake the following tasks as part of the overall Project. The Design fees should be broken out by task and design phase with a design-to-construction budget of **\$15,000,000 (total for all phases)** for the portion of the Kenilworth swing site.

#### **Task 1 Concept & Schematic Design**

The selected A/E will work in coordination with DGS and DCPS to develop a Kenilworth design that will chart a course of action to deal with a phased construction approach to make incremental improvements that solve for the next set of schools slated for modernization that will swing into Kenilworth. The design will help further inform existing Capital Improvement Plan budgeting. It is anticipated that the phased partial modernization of Kenilworth will be broken down into construction scopes of work that can be completed in the short summer break from June through August. It is contemplated that Task 1 will require the AE team to develop a complete set of concept designs and schematic designs for a full modernization. The AE team shall work with the Department to developed a phased construction implementation plan.

#### **Task 2 Full Design Services**

The selected A/E will be required to prepare fully biddable and permittable drawings to meet the approved design phasing and meet the Ed-Specs

### **B.2 Programming & Concept Design Phase (Task 1)**

**B.2.1 Services & Deliverables:** During this phase, the A/E shall be required to develop **Task 1** concept designs, schematic design and phasing plan. The concept design shall contain such detail as is typically required for a concept design under standard industry practice. The concept design shall be developed in contemplation of the possible future expansion of the facility for additional uses or

programs. In general, the A/E shall be required to undertake the following tasks and submit any required deliverables to the Department, and upload them electronically to DGS' ProjectTeam:

1. Meet with the DGS and DCPS to kick-off the Project. The purpose of the meeting will be to review the Project scope, schedule, goals and objectives, and expectations for the Project.
2. Conduct workshops with DGS' and DCPS' staff, as well as other stakeholders, in order to further clarify the goals, objectives, performance targets, service standards, responsibilities, and key agency actions necessary throughout the Department in order to fully realize the vision for the new community center. The A/E shall provide report of findings.
3. Conduct two (2) community meetings to develop program and solicit input.
4. Conduct an overall building assessment.
5. Conduct life safety/building code analysis to verify compliance of design with all current applicable codes recently adopted and/or adopted by Washington, DC, including the 2013 District of Columbia Building Code, the 2013 District of Columbia Green Construction Code, the 2013 District of Columbia Energy Conservation Code, the 2013 District of Columbia Fire Code, the 2013 District of Columbia Mechanical Code, and the 2013 District of Columbia Plumbing Code.
6. Conduct LEED Workshops with the A/E' team and DGS representatives to identify sustainable design strategies to be included in design, to the greatest extent possible to achieve LEED Gold certification, if required.
7. Conduct project introductory meetings with and prepare summary memo of outcomes with;
  - a. DC Department of Energy and Environment
  - b. DC Department of Transportation
  - c. US Commission of Fine Arts (Staff Level)
  - d. DC Historic Preservation Office (Staff Level)
  - e. Pepco
  - f. Washington Gas
8. Survey existing facility to confirm locations and types of hazardous materials to be abated or mitigated.
9. Prepare and submit Environmental Impact Screening Form ("EISF").
10. Conduct a storm water management study.
11. Conduct a photometric analysis to maximize visibility, safety, and efficiency.
12. Request and receive hydrant flow test.
13. Perform alternative mechanical systems evaluation and recommend selection.
14. Confer with audio-visual and acoustic consultants to establish design requirements for the Project.
15. Confer with the DCPS IT representatives/consultants to verify technological requirements for the Project.
16. Confer with the DCPS to establish security and safety requirements.
17. Attend one (1) meeting with the Advisory Neighborhood commission ("ANC") Commissioner and Community to provide a presentation and receive feedback on the concept design and phasing plans.
18. Present the design to the Commission of Fine Arts ("CFA"), Office of Planning ("OP"), and other regulatory agencies as required.

19. Draft Conceptual Plans

- a. Based on input obtained through the process outlined in the Project scope of work, as well as information provided in the Program of Requirements, Stakeholder Interview, and Public Workshop, the selected A/E will work to determine the Concept Design.
- b. Develop up to three (3) conceptual designs and cost estimates for the Kenilworth swing site that provide phase alternatives to addressing the identified budgetary and time constraints. The selected A/E will make any appropriate modifications based on DGS comments prior to presenting the concept(s) to the public.

20. Draft final conceptual plan. The selected A/E will develop a draft final conceptual plan and cost estimate informed by the comments obtained throughout the program verification and concept design process. The A/E shall submit the draft final conceptual plan response and cost estimate to DGS for review before presenting it to the public. The selected A/E will make any appropriate modifications prior to presenting the concepts to the public.

21. Provide the following reports:

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

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

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



## **B.2.2 Schematic Design Phase and Phasing Plan: (Task 1)**

During this phase, based on the approved concept design, the A/E shall be required to develop a schematic design that meets the General Educational Specifications (“Ed Specs”) for Elementary Schools set forth herein as **Attachment O** and the Department’s schedule and budget requirements for the Project. For the avoidance of doubt, the Department, at the time of publishing this RFP, has established the Design-To-Budget of \$15,000,000.

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

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

Components to include, but are not limited to:

- a. Digital site plans, paving layouts, traffic circulation.
- b. Digital floor plans, building circulation, ADA requirements.
- c. Preliminary building elevations and sections.
- d. Design Narrative.
- e. Plan-to Program Comparison.
- f. Exterior elevations, rendering and color palette.
- g. Critical building sections and details.
- h. Relevant right of way information such as easements, building setbacks, etc.
- i. Location of utilities and sizes.
- j. Storm water management.
- k. Preliminary MEP systems.
- l. LEED information as appropriate.
- m. Copies of all surveys and reports.
- n. Updated schedule and cost estimate. Submit an early estimate for the modernization with a magnitude of error of Not-to-Exceed +/- 10% of the Project hard cost budget.
- o. Meeting minutes of preliminary design review meetings.

9. After receiving schematic design comments, meet and coordinate as necessary with:
  - a. Owner, stakeholders, and all relevant regulatory or reviewing agencies as necessary to review Project requirements.
  - b. Pepco, DC Water, Department of Energy & Environment (“DOEE”) and all others as necessary for infrastructure and utility requirements.
  - c. Private utilities and service providers if necessary.
10. Respond in writing to all District comments on plans.
11. Act as scribe for all design related meetings. Distribute meeting minutes to all attendees.
12. Perform comprehensive Value Engineering effort 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.
13. Develop a proposed phasing plan to delivery the modernization over the course of multiple summers.
14. Upload all design documentation and deliverables as required utilizing the online DGS Project Management Information System (ProjectTeam) and guidelines.
15. Baseline Schedule bi-weekly updates.

All required deliverables shall be subject to review and approval by the Department. Revisions may be required to these documents to address concerns raised by the Department and or other project stakeholders.

### **B.2.3 Design Development Phase (Base on Approved phasing plans):**

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

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

1. Perform site visits as necessary and attend/facilitate meetings with District staff as necessary to develop and progress Design Development Documents. Incorporate VE options chosen by DGS.
2. Complete code compliance analysis and drawing.
3. Meet and coordinate with regulatory, reviewing, and stakeholder agencies as necessary.
  - a. Present the design to HPO, CFA, NCPC, OP, and other regulatory agencies as required.
  - b. Achieve CFA approval and NCPC preliminary approval.

4. Progress LEED Certification work as required.
  - a. Register the Project with U.S. Green Building Council (“USGBC”) to obtain LEED certification and pay all registration fees.
5. 35% (minimum progress) documents for all technical disciplines, drawings, and specifications.
6. Prepare and submit three (3) hard-copy sets, and one (1) electronic copy in PDF of Design Development Documents including Detailed Specifications, Cost Estimate, and schedule to the District staff for review and approval (60% plan review). Components to include, but are not limited to:
  - a. Site plans, paving layouts, traffic circulation, lighting, signage and utilities.
  - b. Floor plans, Structural, Civil, Architectural, MEP, Fire Protection, and Landscaping.
  - c. Exterior elevations, renderings, and color palette.
  - d. Building sections and details as required.
  - e. Interior elevations, casework and millwork elevations as required.
  - f. Confirm space-by-space equipment layouts with representatives from DGS.
  - g. Storm water management.
  - h. Food service or other equipment as required.
  - i. LEED Information as appropriate.
  - j. Select and draft specifications for materials, systems, and equipment.
  - k. Plan-to-Program Comparison (Plan-to-Program Test Fit).
  - l. Phasing Plan.
  - m. Perform comprehensive VE effort utilizing 60% 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.)
7. A reconciliation report that address issues raised by the Contractor
8. Respond in writing to all District and NPS comments on plans.
9. Coordinate furniture, fixtures, and equipment requirements (“FF&E”).
10. Attend one (1) Community Meeting to provide a presentation and receive feedback of the Design Development documents. Highlight changes since the Schematic Design, identifying what has been incorporated based on feedback received and in cases where incorporation was not feasible, explaining why.
11. Prepare a presentation for the community meeting and present onsite if required. Presentation materials shall be in full color and include at least one (1) 3-D rendering.
12. Coordinate final utility plans as required.
13. Act as scribe for all design related meetings. Distribute meeting minutes to all attendees.
14. Upload all design documentation and deliverables as required utilizing the online DGS Project Management Information System (ProjectTeam) and guidelines.
15. Baseline Schedule bi-weekly updates.
16. Submit the A/E’s second estimate for the hard cost of the Project with a Maximum +/- 5% of the Project’s hard cost budget.
17. Plan-to-Program Comparison (Plan-to-Program Test Fit).

## **B.2.4 Permit Set**

**B.2.4.1 Services & Deliverables:** The A/E shall be required to develop a permit set of construction documents (“Permit Set”). The Permit Set shall represent the further progression of the approved DDs

together with any Value Engineering strategies approved by the Department. The Permit Set shall be construction documents progressed to approximately 90% completion of those required in a traditional Design/Bid/Build delivery method; however, the Permit Set shall nevertheless be code and permit ready, with all major systems sufficiently designed, detailed, specified, coordinated and developed.

In General, the A/E shall be required to undertake the following tasks and submit to the Department:

1. Progress design and Design Development Documents and prepare construction documents.
2. Progress LEED Certification work as required.
3. Submit three (3) hard-copy and one (1) electronic PDF copy of the complete sets of Construction Documents, Specifications and the A/E Cost Estimate and schedule to DGS for review (90% plan review).
4. Attend follow up meetings and coordinate with regulatory agencies, Fire Marshall, DGS facilities personnel, and others as necessary.
5. Obtain all required signatures on plans.
6. Complete Platting and record Plat.
7. Complete final coordination with utilities and service providers as necessary.
8. Attend and participate in community meeting(s) to update community regarding the Project.
9. Prepare a presentation for the community meeting and present onsite if required. Presentation materials shall be in full color and include at least one (1) 3-D rendering.
10. Submit appropriate number of copies of plans to applicable DC regulatory agencies for permit review.
11. Coordinate with all DC regulatory agencies and permit reviewers as necessary.
12. Prepare an Environmental Impact Screening Form (“EISF”).
13. Correct plans to reflect issues noted by regulatory agencies and permit reviewers as required. Re-submit for additional review and approval as required.
14. Act as scribe for all design related meetings. Distribute meeting minutes to all attendees.
15. Upload all design documentation and deliverables as required utilizing the online DGS Project Management Information System (ProjectTeam) and guidelines.
16. Prepare application and submit documents for building permit.
17. Upload all documents to DCRA’s permit document review website in accordance with their instructions.
18. Prepare and submit early release packages for permitting, if required, based on the design. If new construction (i) hazardous materials abatement package; (ii) a demolition/raze package; and (iii) a foundation-to-grade package.
19. Prepare DDOT public space modifications package for submission to and approval by DDOT Public Space Committee, participate in Committee meetings as necessary.
20. Prepare and submit DC Water permit application packages (all permit types that may be required) and DOEE Storm Water Management and Green Area Ratio packages for review and approval.

**B.2.4.2** The A/E shall incorporate into the Permit Set the design requirements of governmental authorities having jurisdiction over the Project. In addition, the A/E shall: (a) define, clarify, or complete the concepts and information contained in the Permit Set; (b) correct design errors or

omissions, ambiguities, and inconsistencies in the Permit Set (whether found prior to or during the course of construction); and (c) correct any failure of the A/E to follow written instructions of the Department during any phase of design services or the construction of the Project provided they are compatible with industry standards.

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

### **B.2.5 Multiple Bid Packages**

Based on selection, timing, and phasing of general contractors the A/E will be required to prepare multiple bid packages. The department anticipates that such packages could include but not limited to;

- A. Selective demolition plan
- B. Utility and site work
- C. Foundation to grade
- D. Early release structural drawings or long lead mechanical components.

### **B.2.5 Issued for Construction Documents**

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

### **B.2.6 Bidding and Construction Administration Services**

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

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

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

**B.2.7 Construction Administration.** The A/E shall provide support to the CMAR Contractor

and the Department as may be necessary to support the construction phase of the Project (the “Construction Phase”). These services will include, but are not necessarily limited to:

1. Attend biweekly progress meetings. The A/E’s site visits shall be included within the Offeror’s Price Proposal.
2. Review and process shop drawing submissions, RFI’s, etc.
3. Prepare meeting notes and records of decisions/changes made.
4. Conduct punch list inspections.
5. Review closeout documents for completeness, such as As-Built Drawings based on the CMAR Contractor’s red line drawings and/or coordinated set developed during the subcontractor coordination process. As-Built Drawings shall be transmitted to DGS in hard copy, PDF and CAD formats.
6. Conduct site visits at least once per week and shall document any deficiencies or variances from the construction documents

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

1. Meeting minutes.
2. ASI’s or other clarification documents.
3. Punch Lists.
4. Closeout document review.
5. As-Built (if authorized).
6. RFI Responses

The A/E shall assume that there will be up to three (3) distinct mobilizations for the completion of the construction work during the DCPS summer break, which typically lasts from late June through mid-August. This means that construction may take place over three years. The A/E shall assume that preconstruction activities will need to take place outside of the summer break.

### **B.3 Key Personnel**

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

### **B.4 Licensing, Accreditation and Registration**

The A/E and all of its subcontractors and sub-consultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration

requirements and standards necessary for the performance of the Contract. Without limiting the generality of the foregoing, all drawings shall be signed and sealed by a professional architect or engineer licensed in the District of Columbia.

## **B.5 Conformance with Laws**

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

### **B.5.1 Service Contract Act**

The A/E agrees that the work it performs under the Contract shall be subject to the Service Contract Act Wage Determination in effect on the date the contract is executed; however, the current wages are incorporated as **Attachment B**. Service Contract Wage Schedules are available at [www.wdol.gov](http://www.wdol.gov).

### **B.5.2 First Source Employment Agreement and Employments Plan**

All beneficiaries of contractual agreements totaling \$300,000 or more shall enter into a First Source Employment Agreement with the Department of Employment Services. 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 each A/E, to work on the Project shall be residents of the District of Columbia. This percentage shall be applied in the aggregate, and not trade by trade. In addition, the A/E shall use commercially reasonable best efforts to comply with the workforce percentage goals established by the recently adopted amendments to the First Source Employment Agreement Act of 1984 (D.C. Code §§ 2-219.01 *et seq.*) and any implementing regulations.

### **B.5.3 Living Wage Act**

In addition to the requirements set forth in the First Source Employment Agreement, the A/E shall comply with all applicable provisions of the Living Wage Act of 2021, **Attachment K**, as amended (codified at D.C. Official Code §§ 2-220.01 *et seq.*) and its implementing regulations.

### **B.5.4 Equal Employment Opportunity ("EEO")**

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

## **B.6 Standard Contract Provisions**

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

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

Time is of the essence with respect to the proposed Contract. The A/E must substantially complete the conceptual design and phasing plans not later than 10-weeks after NTP and the full design of all the initial phase by 24-weeks after NTP (“**Substantial Completion Date**”).

#### **B.8 BIM Requirements**

The A/E shall provide the trained personnel, hardware and software necessary to successfully fulfill their respective obligations as set forth in the BIM requirements described in **Attachment P**.

### **SECTION C ECONOMIC INCLUSION**

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

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

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



- Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise.

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

## **C.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 (50%) of the dollar volume of the Agreement shall be subcontracted with certified small business enterprises. The subcontracting plan form is provided in **Attachment I**.

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

#### **DC. Code § 2-218.91. Certified Business Enterprise assistance**

- (a) Notwithstanding subchapter IX-A of this chapter, or any other provision of District law or regulation, during the period of the COVID-19 emergency, any contract for a government-assisted project in excess of \$250,000 that is unrelated to the District's response to the COVID-19 emergency but entered into during the COVID-19 emergency, absent a waiver pursuant to § 2-218.51, shall provide that:

- (1) At least 50% of the dollar volume of the contract be subcontracted to small business enterprises; or
- (2) If there are insufficient qualified small business enterprises to meet the requirement of paragraph (1) of this subsection, the subcontracting requirement may be satisfied by subcontracting 50% of the dollar volume ("CBE minimum expenditure") to any qualified certified business enterprises; provided, that best efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

- (a-1) Notwithstanding subsection (a) of this section, a certified business enterprise awarded a contract for a government-assisted project in excess of \$250,000 that is unrelated to the District's response to the COVID-19 emergency but entered into during the COVID-19 emergency shall:

- (1) Perform at least 35% of the contracting effort with its own organization and resources if the certified business enterprise is granted points or a price reduction pursuant to § 2-218.43 or selected through a set-aside program; and

(2) If the certified business enterprise subcontracts, ensure that 50% of the dollar volume of the subcontracted effort be with certified business enterprises unless a waiver is granted pursuant to § 2-218.51.

(a-2) Reserved

(b) (1) For every dollar expended by a beneficiary with a resident-owned business, the beneficiary shall receive a credit for \$1.10 against the CBE minimum expenditure.  
(2) For every dollar expended by a beneficiary with a disadvantaged business enterprise, the beneficiary shall receive a credit for \$1.25 against the CBE minimum expenditure.

(3) For every dollar expended by a beneficiary that uses a company designated as both a disadvantaged business enterprise under § 2-218.33 and as a resident-owned business under § 2-218.02(15), the beneficiary shall receive a credit for \$1.30 against the CBE minimum expenditure.

(c) For the purposes of this section, the term:

(1) "Beneficiary" has the same meaning as set forth in § 2-218.02(1B).

(2) "Best efforts" means that a beneficiary is obligated to make its best attempt to accomplish the agreed-to goal, even when there is uncertainty or difficulty.

(3) "COVID-19 emergency" means the emergencies declared in the Declaration of Public Emergency (Mayor's Order 2020-045) together with the Declaration of Public Health Emergency (Mayor's Order 2020-046), declared on March 11, 2020, including any extension of those declared emergencies.

(4) "Disadvantaged business enterprise" has the same meaning as set forth in § 2-218.33.

(5) "Government-assisted project" has the same meaning as set forth in § 2-218.02(9A).

(6) "Longtime resident business" has the same meaning as set forth in § 2-218.02(13).

(7) "Resident-owned business" has the same meaning as set forth in § 2-218.02(15).

(8) "Small Business Enterprises" has the same meaning as set forth in § 2-218.32.

(d) Contracts entered into on an emergency basis or that are made in furtherance of, or that are related to, the District's response to the COVID-19 emergency shall not be subject to the requirements of **subchapter IX-A** of this chapter or **subchapter X** of this chapter.

### **C.2.2 Subcontracting Plan Requirements**

If the Prime Contractor is required by law to subcontract under the contract, it must submit a subcontracting plan for at least (50%) of the dollar volume of the contract in accordance with D.C. Official Code § 2-218.91. The subcontracting plan shall be submitted as part of the Proposal. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District and the Department. Each subcontracting plan shall include the following:

a) The name and address of each subcontractor;

b) A current certification number of the small or certified business enterprise;

- c) The scope of work to be performed by each subcontractor; and
- d) The price that the Prime Contractor will pay each subcontractor.

**Note: Also refer to Section 4.2.10 of this RFP**

**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 CO, District of Columbia Auditor, and the Director of Department of Small and Local Business Development.

**C.2.4 Subcontracting Plan Compliance Reporting**

- a) The Prime Contractor has a subcontracting plan required by law for this Agreement; the Prime Contractor shall submit a quarterly report to the CO, 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:
  - 1. The price that the Prime Contractor will pay each subcontractor under the subcontract;
  - 2. A description of the goods procured, or the services subcontracted for;
  - 3. The amount paid by the Prime Contractor under the subcontract;
  - 4. A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.
- b) 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, contract administrator (“CA”), District of Columbia Auditor and the Director of Department of Small and Local Business Development 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 Agreement and when the Agreement is completed.

**C.2.7 Enforcement and Penalties for Breach of Subcontracting Plan**

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. 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. If the CO determines the Prime Contractor's failure to be a material breach of the Agreement, the CO shall have cause to terminate the Agreement under the default provisions in the Standard Contract Provisions. Neither the Prime Contractor nor its 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 Offeror enters into a contract with the Department, or after such subconsultant enters into a contract with the Offeror, to work on this Project, shall be residents of the District of Columbia.

Upon execution of the contract, the Offeror 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 Offeror shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, 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 be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services ("DOES") upon execution of the Agreement; (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; (v) submit monthly compliance reports to DOES by the 10<sup>th</sup> of each month; (vi) at least (51%) apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of (\$500,000) or more must register an apprenticeship program with the D.C. Apprenticeship Council.

The Offeror shall comply with subchapter X of Chapter II of Title 2, 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, including, but not limited to the following requirements:

- a) At least twenty percent (20%) of journey worker hours by trade shall be performed by District residents;
- b) At least sixty percent (60%) of apprentice hours by trade shall be performed by District residents;
- c) At least fifty one percent (51%) of the skilled laborer hours by trade shall be performed by District residents; and

- d) At least seventy percent (70%) of common laborer hours shall be performed by District residents.

### **C.2.9 Apprenticeship Act**

The District of Columbia Apprenticeship Act of 1946, D.C. Official Code §§ 32-1401 *et seq.* (“Act”), as amended, may apply to this project. All subcontractors selected to perform work on the project on a craft-by-craft basis shall be required to comply with this Act. All terms and conditions of the Act, D.C. Apprenticeship Council Rules and Regulations, as well as any federal requirements, shall be implemented. The Prime Contractor shall be liable for any subcontractor non-compliance.

### **C.2.10 Non-Responsive Proposal**

Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that meets the criteria set forth below:

- (a) The name and address of each subcontractor.
- (b) A current certification number of the small or certified business enterprise.
- (c) The scope of work to be performed by each subcontractor;
- (d) The price to be paid by the prime contractor to each subcontractor.
- (e) And meet the 50% subcontracting requirements as further described in Section 4.2 of this RFP.

The subcontracting plan shall be provided as part of the Proposal. If the Contractor is SBE/CBE and self performs, the appropriate field on the SBE subcontracting Form (**Attachment I**) should be selected.

**Note: Offerors should ensure that the total contract amount on the SBE subcontracting form matches the total bid amount.**

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

### **D.1 Award**

The Department intends to award a single contract to the highest rated qualified A/E, 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 the Offerors' Proposals, qualified A/E firms on file with the Department 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 Department's CO 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 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. No A/E firm shall be eligible for award of an architect-engineer contract during the period in which any of its principals or associates are participating as members of an Evaluation Board.

##### **D.2.1.3 Evaluation Board Responsibility**

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. If necessary, 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 SBE A/E firms on file with the Department will receive up to 12 preference points as described in **Section C.1** and **Section D.3.5** of this RFP for designation by DSLBD. Thus, the maximum number of points is 112.

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

- Team Competency - Offeror's 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)**
- Key Personnel - Specialized Experience and Technical Competence and in the type of work required under this RFP– A/E and its sub-consultants Key Personnel **(20 points)**
- Capacity to accomplish the work in the required time of the RFP – A/E and its sub-consultants Key Personnel **(10 points)**
- Acceptability of Design Approach and Management Plan **(50 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 the following subfactors: (i) past performance on contracts with the District or DGS; (ii) past performance on projects with other government entities or with private industry with a similar scope and scale of Kenilworth; (iii) ability to manage costs and design to budget; while maintaining the quality of work; (iv) compliance with the performance schedule; and (v) Past Performance Evaluations submitted per Part (B) below. 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 in order for the Department to appropriately evaluate this section:

- A. List of five (5) projects that the Offeror A/E and its sub-consultants have worked on in the last five (5) years that are similar to this Project. For purposes of this paragraph, similar shall mean projects where the Offeror has served as the lead design consultant for an educational facility or other facility with similar programmatic goals of as the Kenilworth Swing Site (include if they were in a similar neighborhood setting as Kenilworth). 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. If an Offeror A/E has offices in multiple regions, all the projects must have been carried out by staff working in the same office that is submitting a proposal.

- B. The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms **Attachment L**, are completed on behalf of the A/E and submitted directly to the Department's POC stated on **Section E.5** 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. To consider Past Performance evaluations, the evaluators must be prior clients (Owners) on fully completed projects.

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror will not be evaluated favorably or unfavorably on past performance.

**D.3.2 Specialized Experience and Technical Competence and in the type of work required under this RFP– A/E and its sub-consultants Key Personnel (20 points)**

Offerors will be evaluated based on the following subfactors: (i) demonstrated experience in design of public facilities in a manner that reflects civic importance; (ii) design of educational facilities in a setting similar to Kenilworth; (iii) demonstrated knowledge of the local regulatory agencies and Code Officials; (iv) Key Personnel's qualifications and technical competence; and (v) Key Personnel specialized experience in similar projects experience. This element of the evaluation will be worth up to twenty (20) points.

Offerors will be required to submit the following in their Proposals in order for the Department to appropriately evaluate this section:

- A. Detailed descriptions of no more than five (5) 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 a standalone architect and not part of a design-build team. All of the submitted projects must have been either (a) carried out of the same offices (Offeror A/E or sub-consultant) that is submitting the proposal or (b) carried out by the Key Personnel assigned to this project. On each project description, please provide all of the following information in consistent order:
1. Project name and location.
  2. Name, address, contact person and telephone number for owner reference.
  3. Name, address, contact person and telephone number for builder reference for those projects where the Offeror served on a design-build team.
  4. Brief project description including project cost, square footage, firm's scope of work, and key firm strengths exhibited.
  5. Identification of personnel involved in the selected project who are proposed to work on this Project.



6. Project process and schedule data including construction delivery method, and construction completion date (any unusual events or occurrences that affected schedule should be explained).
  7. Renderings or photographs that show the interior and exterior of the project.
- B. A description of the A/E's and sub-consultants' Key Personnel professional qualifications, specialized experience and technical competence necessary for satisfactory performance of the required services, to include at a minimum the following:
1. List of Key Personnel to include, at a minimum, the following individuals: (i) the Design Principal; (ii) the Project Architect; (iii) the Project Designer or Manager; (iv) the lead MEP engineers; (v) the lead structural engineer.
  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.3.3 Capacity to accomplish the work in the required time of the RFP – A/E and its sub-consultants Key Personnel (10 points)**

Offerors will be evaluated based on the A/E and its sub consultants Key Personnel's capacity to meet the needs of this Project within the required time of the RFP. The Offeror shall include an analysis of the overall proposed contributions of the A/E and sub consultants as well as the capacity of the individual Key Personnel for this project relative to the current and projected workloads. This element of the evaluation will be worth up to ten (10) points.

The Offeror shall submit a detailed analysis demonstrating that they have the necessary capacity to meet the government schedule. This plan must identify the necessary resources required for the completion of the Project and must include at a minimum the following:

- a) Company resources available to the Key Personnel;
- b) All current projects with the District and DGS and the stage of each project;
- c) Current contracts with other public and private entities, including the level of effort for each Key Personnel and the projected contract end dates;
- d) A time allocation plan indicating the percentage of time key personnel is allocated over all projects.

### **D.3.4 Acceptability of Design Approach and Management Plan (50 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 following subfactors: (i) creativity of the solutions proposed; and (ii) workability of the solutions proposed, while meeting the project objectives. The inclusion of graphics is encouraged to better explain the A/E's design theory or ideas. This element of the evaluation is worth up to twenty (20) points.

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 designing to budget, including approach to Value Engineering; (iii) how the A/E proposes to staff and handle construction administration and interact with the builder; (iv) how the Offeror will manage the DC entitlement and approval process for timely permitting of the Project; and (v) describe the key challenges inherent and unique to designing and building the Kenilworth Swing Space and explain how they will be overcome or mitigated; specific attention should be given to any challenges that would have cost or schedule impacts. The Department will also consider the experience that the Offeror and its team members have working together on similar projects. This element of the evaluation is worth up to thirty (30) points.

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

At the conclusion of the Evaluation Board's discussions and evaluations based on the evaluation and selection criteria within Section D.3.1 to Section D.3.4, 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.

#### **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. Thereafter, the Evaluation Board will prepare its selection report, based on the discussions and the evaluations conducted, 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. The evaluation report will allow the CO to: review the considerations upon which the recommendations are based; and, make a final, independent determination and selection.

#### **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. If the Contracting Officer is unable to negotiate a satisfactory contract with any of the selected three (3) firms, the CO will request a listing of additional firms from the Evaluation Board and will continue negotiations until an agreement is reached.

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

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

### **E.1 Proposal Identification**

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

An electronic copy of the complete proposals (Technical and Price Proposals) shall be submitted electronically to the individuals listed in **Section E.2** by the Due Date in **Section E.3** of this RFP. The email should be titled:

**“DCAM-21-AE-0008 Proposal for Architectural/Engineering Services for A Permanent Swing School at Kenilworth Elementary”.**

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

Proposals should be emailed to:

The Department of General Services

1. Eric Njonjo- [Eric.Njonjo@dc.gov](mailto:Eric.Njonjo@dc.gov)
2. Peter Ghogomu - [Peter.Ghogomu@dc.gov](mailto:Peter.Ghogomu@dc.gov)

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

Proposals shall be received by **2:00 p.m., on August 19, 2021**. The Offeror assumes the sole responsibility for the timely delivery of its Proposal, regardless of the method of delivery.

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

The Proposals email size shall be limited to 25MB. All Proposals shall be submitted on 8-1/2” x 11” bond paper and typewritten. Telephonic, telegraphic, and facsimile Proposals shall not be accepted. The Department is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The Proposal shall be organized in two volumes, a technical proposal and a price proposal.

#### **E.4.1 Technical Proposal**

The technical proposal shall be organized as follows:

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

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

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

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

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

B. Firm profile(s), including:

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

C. Discussion of the A/E and sub-consultant's organization, qualifications of key staff and identification of the single point of contact for the A/E.

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

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

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

The Offeror's fee proposal shall be submitted separately from Offeror's Technical Proposal and include all of the following:

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

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

The Department intends to award the Contract to the most qualified firm with which the CO successfully negotiates a contract; and, the cost information will be used to evaluate and negotiate a fee for this Project that the CO determines to be fair and reasonable to the District.

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

Each Offeror shall complete and submit the following Attachments in the Offeror's Fee Proposal. 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 H**)
- b) Tax Affidavit (**Attachment E**)
- c) EEO Policy Statement (**Attachment M**)
- d) First Source Employment Agreement and Employment Plan (**Attachment J**)
- e) SBE Subcontracting Plan (**Attachment I**)

**Offerors will be required to submit copies of the pricing portion of their proposal (including the Form of Offer Letter and any spreadsheets or other pricing documents referenced in the Form of Offer Letter) separately from the technical portion of their proposal.**

#### **E.5 Contact Person**

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

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

Peter Ghogomu  
Contract Specialist  
Department of General Services  
1250 U Street NW, 2nd floor  
Washington, DC 20009  
(202) 345-6538  
[Peter.Ghogomu@dc.gov](mailto:Peter.Ghogomu@dc.gov)

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

## **E.6 Preproposal Conference**

A pre-proposal conference will be held on **August 2, 2021 at 1:00 pm**. The conference will be held via MS Project Teams. Interested Offerors are strongly encouraged to attend.

## **E.7 Site Visit**

Refer to the cover page (page 1) for information about the site visit.

## **E.8 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 addendum to the RFP. It is in the Department's sole discretion that information is necessary for proffering submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding. Requests and questions should be directed to POC in **Section E.5** by 2:00 p.m. August 9, 2021. The person making the request shall be responsible for prompt delivery.

## **E.9 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.

This **Section E.9** is intended to summarize the bid protest procedures and is for the convenience of the Offerors only. The applicable law and regulations apply, to the extent any provision of this section is inconsistent with law or regulations.

## **E.10 Contract Award**

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

### **E.11 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 have the right to distribute or use such information as it determines.

### **E.12 Examination of Proposals**

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

### **E.13 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 Chief Procurement Officer's ("CPO") requests for best and final offers, is subject to the same conditions as in **Section E.13.A** stated above.
- C. The only acceptable evidence to establish the time of receipt at the Department's office is the time-that the electronic submission was received by the individuals listed in **Section E.2**.
- D. Notwithstanding any other provisions of this RFP to the contrary, a late modification of an otherwise successful Proposal which makes its terms more favorable to the District may be considered at any time it is received and may be accepted.
- E. Proposals shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of Proposals.

### **E.14 No Compensation for Preparation of Proposals**

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

### **E. 15 Rejection of Proposals**

The Department reserves the right, in its sole discretion:

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



F. To reject the Proposal of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such Proposal or this Request for Proposals.

#### **E.16 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 CPO or its authorized representative.**

## SECTION F INSURANCE REQUIREMENTS

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

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

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

insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

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

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

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
5. 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. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage or "shared" limits under a commercial general liability or professional

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

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

#### B. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

- C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- D. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above will not in any way limit the contractor's liability under this contract.
- E. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of

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

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

**The Government of the District of Columbia**

And mailed to the attention of:

**Eric Njonjo**  
**Contracting Officer**  
**Department of General Services**  
**2000 14th ST N.W, 4th floor**  
**Washington, DC 20009**  
[Eric.Njonjo@dc.gov](mailto:Eric.Njonjo@dc.gov)

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

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