

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



REQUEST FOR PROPOSALS

Solicitation Number: DCAM-22-AE-RFP-0002

**ARCHITECTURAL/ENGINEERING SERVICES FOR
JELLEFF COMMUNITY CENTER**

Solicitation Issue Date: April 6, 2022

Pre-Proposal Conference: April 13, 2022, at 1:00 p.m.
See Section E.5

Site Visit: April 18, 2022, at 11:00 a.m.
3265 S Street NW
Washington, DC 20007

Last Day for Questions: April 20, 2022, at 3:00 p.m.

Proposal Due Date: May 6, 2022, at 2:00 p.m.

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SECTION A

Executive Summary

The District of Columbia (“District”) Department of General Services (“DGS” or “Department”) is issuing this Request for Proposals (“RFP”) to engage a design firm to serve as the Architect/Engineer (the “A/E”) to provide a full range of architectural and engineering services for the modernization of the Jelleff Community Center (the “Project”), located at 3265 S Street, NW, Washington DC 20007.

The existing Jelleff Community Center (“Jelleff”) is an approximately 18,861 sf facility comprised of classrooms, a gym, locker rooms, offices, and mechanical space. The facility was constructed in the early 1950s and is named after Frank Jelleff, a man who presided as President of the Boys and Girls Club of Greater Washington, DC for many years. Today, Jelleff is used by the Boys and Girls Club of Washington, and they host a robust range of activities from day-care for small children to teens and young adult activities. The bulk of the indoor activities today take place in the lower level below the gym and in the gym on the upper level.

The site is also the home of a large sports field used by youth soccer leagues and local high schools’ baseball teams. Adjacent to the field is an outdoor pool and deck area reached by passing between the Jelleff building and the fence that borders the northern edge of the sports field. A parking lot for 54 cars is located to the west and south of the site, entered from S Street, NW and is used for drop-off and loading activities.

A.1 Project Delivery Method

The Department intends to implement the Project through a Construction Manager at Risk (“CMAR”) delivery method. The A/E will be engaged through this procurement directly with the Department. The Department intends to engage a CMAR contractor (the “CMAR Contractor”) who will coordinate with the A/E to ensure that the design developed by the A/E is consistent with the Department’s budget and schedule for the Project. The scope of work for the Project (“Scope of Work”) will be divided into two phases: (i) Preconstruction Phase; and (ii) the Construction Phase. During the Preconstruction Phase, the selected CMAR Contractor will be required to work with the A/E to develop a schedule, budget and design that accomplishes the Department's goals and objectives. The CMAR Contractor will be required to actively participate in the development of the construction documents by providing cost estimating, scheduling, identifying long-lead purchasing items, and performing constructability reviews. The Department expects that as the permit/construction documents are completed by the A/E, the CMAR Contractor will obtain quotes from trade subcontractors and provide a Guaranteed Maximum Price (“GMP”) based on the approved Permit Set of construction documents.

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

A.2 Form of Contract

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

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 will be required to bid a Design Fee that covers all of the Offeror’s costs associated with the preparation of the (i) concept design; (ii) schematic design and cost estimating services; (iii) a set of design development documents and cost estimating services; (iv) a permit set of construction documents (the “Permit Set”); (v) complete construction documents; and (vi) construction administration services. Offerors will also be required to submit a schedule of hourly rates for any additional work that is required.

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

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

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

The Form of Contract **Attachment F** will provide for the retention of 5% of the firm fixed price, which will be held by the Department until the Project’s completion.

A.4 Selection Criteria

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

A.5 Estimated Project Schedule

The preliminary Project milestone schedule for the Jelleff Community Center Modernization is as follows:

- Estimated Notice of Award - on or about June 13, 2022
- Issuance of NTP - on or about June 24, 2022
- Submit Concept Design - 12 weeks after NTP
- Submit Schematic Design - 25 weeks after NTP
- Notice to Proceed for CMAR Contractor - 25 to 29 weeks after NTP
- Submit 100% Design Development - 36 weeks after NTP
- Submit Permit Set to DCRA - 49 weeks after NTP
- Submit 100% Construction Documents - 53 weeks after NTP
- Trade Bidding - 51 to 57 weeks after NTP
- GMP Finalized - 59 weeks after NTP
- GMP Approved by Council - 67 weeks after NTP
- Substantial Completion Date - November 7, 2024

A.7 Attachments

This RFP contains the following Attachments:

Attachment A1	Jelleff Recreation Center Feasibility Study
Attachment A2	2016 DGS Projects Turnover Protocol Manual
Attachment B	Service Contract Act
Attachment C	Form of Offer Letter
Attachment D	Bidder/Offeror's Certification Form
Attachment E	Tax Affidavit
Attachment F	Form of Contract
Attachment G	Standard Contract Provisions for Architectural and Engineering Contracts
Attachment H	Equal Employment Opportunity Policy Statement
Attachment I	First Source Employment Agreement and Employment Plan
Attachment J	2022 Living Wage Act
Attachment K	Past Performance Evaluation Form
Attachment L	Notice to Proceed and Letter Contract
Attachment M	SBE Subcontracting Plan
Attachment N	Conflict of Interest Disclosure Statement
Attachment O	BIM Requirements

SECTION B SCOPE OF WORK

B.1 Scope of Work

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

1. **Jelleff Community Center:** The A/E will be required to provide architectural/engineering services to modernize the existing Jelleff Community Center into an all-inclusive facility catering to people of all ages and abilities. Building amenities shall include, but are not limited to:
 - a. An additional half-sized gym with 24' ceiling.
 - b. New common atrium area.
 - c. A workout room that could be populated with exercise machines. Including (but not limited to) weights and cardio machines.
 - d. Expanded locker facilities that could also be used by pool patrons and accessible from both inside the building and the exterior.
 - e. Flexible meeting rooms located near a catering kitchen.
 - f. Offices for community groups and Advisory Neighborhood Commissioners.
 - g. Excavations (“English Basements”) at the perimeter that allow natural light into the lower level.
 - h. Accessibility as defined by the Americans with Disabilities Act for all, via an elevator that reaches all levels and an at grade entrance to the primary building lobby.

2. **Historical Features:** The Jelleff Community Center is located inside the Georgetown Historic District. The center is a non-contributing building to the Georgetown Historic District; as such, changes to the Jelleff Community Center will need to be reviewed by both the Commission of Fine Arts (“CFA”) and the Old Georgetown Board (“OGB”). Because the building is non-contributing, there would not be any expectation of a different review process for building expansions, additions, or renovations.

3. **Pool and Splash Pad:** The Jelleff Community Center shall include a new pool and pool deck situated to the east of the existing pool. The new pool and pool deck shall be sized to accommodate swim meets and an expanded building program. In addition, a new splash pad with ADA-accessible water features shall be included. The splash pad equipment may include, but is not limited to, ground water jets, a slide, climbable play equipment, dumping buckets, and squirting jets.

4. **Playground:** An exterior playground area for small children located next to the entry. Provide a stable and fully ADA-accessible surface at both playgrounds.

5. **Play Fields:** Existing fields to not be altered, aside from a slight relocation of the fence between the pool and the field on the northern side of the site. This assumption is based on the idea that the size and orientation of the soccer field, including required run off space, is a limiting feature of the site impacting the area available for building and program expansion.
6. **Site Furnishings:** The Jelleff Community Center shall include ADA-accessible picnic tables, benches, trash cans, bike racks, drinking fountains, interactive artwork, and outdoor fitness equipment for all-ages.
7. **Parking Lot:** The Jelleff Community Center shall include a resized parking lot with the appropriate amount of parking spaces required by zoning code.
8. **Site Security:** For the community stakeholders, safety and security is a top priority. Site security shall include, but is not limited to, security cameras, lighting, and fencing.
9. **Utilities:** Utility installation, including electric and storm-water management as required by the District Department of Energy & Environment.
10. **Option 1 and 2 Gym Expansion:** Options 1 and 2 include gym expansions on the main/lower level and a second gym.

B.2 Title I Services

B.2.1 Design Phase

B.2.1.1 Program Verification & Concept Design Phase

B.2.1.1.1 Services & Deliverables. During this phase, the A/E shall be required to develop a complete program and concept design. The concept design shall contain such detail as is typically required for a concept design under standard industry practice. In general, the A/E shall be required to undertake the following tasks and submit any required deliverables to the Department:

1. Meet with the Client Project Team (the Department of Parks and Recreation (“DPR”) and DGS) to kick-off the Project. The purpose of the meeting will be to review the Project scope, schedule, goals and objectives, and expectations for the Project. The selected team will also collect and present any data available for the Project and study area including, but not limited to previously completed studies, current survey data, aerial photography, GIS data, etc. This kickoff meeting shall also include the DGS Turnover Manager and a representative from the DGS Facilities and Maintenance team as outlined in the 2016 DGS Projects Turnover Protocol (**Attachment A2**). Complete a Meeting Summary from this meeting and distribute to meeting attendees for review.

2. Conduct workshops with DGS and DPR staff, as well as other stakeholders, to further clarify the goals, objectives, performance targets, service standards, responsibilities, and key agency actions necessary throughout the Department in order to fully realize the vision for the Jelleff Recreation Center. Provide report of findings.
3. Conduct workshops with DGS and DPR staff, as well as other stakeholders to confirm program and verify facility requirements on a space-by-space basis.
4. Attend and participate in community meeting(s) to update the community regarding the Project and collect community input. Attend one (1) meeting with the Advisory Neighborhood Commission (“ANC”) Commissioner and Community to provide a presentation and receive feedback on the concept design.
5. Coordinate with the Historic Preservation Office (“HPO”) and other agencies, commissions, groups, etc. as required to assess and determine historic and/or archeological significance and requirements.
6. Attend meetings and hearings, if necessary. This includes an entitlement search to identify any development restrictions if applicable, zoning research and coordination (if applicable) with all other landowners/agencies.
7. Conduct a study of the storm water management changes/needs.
8. Conduct life safety/building code analysis to verify compliance of design with all current applicable codes recently adopted by Washington, DC.
9. Conduct LEED Workshops with design team and DGS representatives to identify sustainable design strategies to be included in the design, to the greatest extent possible to achieve LEED Silver Certification.
10. Request and receive hydrant flow test.
11. Perform mechanical systems evaluation and recommend selection.
12. Confer with audio-visual and acoustic consultants to establish design requirements for the Project.
13. Confer with the Department’s IT representatives/consultants to verify technological requirements for the Project.
14. Conduct an ADA assessment to determine ways to increase ADA accessibility to the Jelleff Recreation Center.
15. Confer with the District of Columbia Protective Services Division (“PSD”) to establish security and safety requirements.

16. Conduct a photometric analysis to maximize visibility, safety, and efficiency.
17. Review reports provided by DGS managed industrial hygienist and provide any additional surveys and environmental assessments as required.
18. Draft Final Conceptual Plans
 - a. Based on input obtained through the process outlined in the Project Scope of Work, as well as information provided in the Program of Requirements, Stakeholder Interview, and Public Workshop, the A/E will work to determine the Concept Design.
 - b. Develop up to three (3) conceptual designs and cost estimates for the Jelleff Community Center that provide alternatives to addressing the identified recreational, social, and cultural needs. The A/E will make any appropriate modifications based on DGS comments prior to presenting the concept(s) to the public.
19. The A/E will conduct Community Workshops to present the plan alternatives to the neighborhood.
20. Participate in Value Engineering workshops, as required, with DGS representatives.
21. Draft Final Conceptual Plan. The A/E will develop a draft final conceptual plan and cost estimate informed by the comments obtained throughout the program verification and concept design process. Submit the draft final conceptual site plan/response and cost estimate to DGS for review before presenting it to the public. The A/E will make any appropriate modifications prior to presenting the concepts to the public.
22. During this phase, the A/E will be required to prepare and submit to the Department the below-listed deliverables. All such deliverables shall be subject to review and approval by the Department, and the A/E's pricing should assume that revisions may be required to these documents to address concerns raised by the Department and/or other Project stakeholders.
 - a. Concept Plan
 - i. Project Space Program
 - ii. Prepare three (3) conceptual floor plans and site plans. These shall include a comprehensive master plan for the site.
 - iii. Narratives for all major disciplines including civil, architectural, structural, mechanical, electrical, plumbing, and low voltage.
 - iv. Prepare three (3) cost estimates. Cost estimates should include a value engineering section for alternatives should the cost of construction need to be reduced.
 - v. Final Concept Plan

- b. Project Schedule
- c. Topographic Survey
- d. Geotechnical Survey
- e. Hazardous Materials Survey
- f. Phase 1 Environmental Assessment
- g. Environmental Impact Screening Form (“EISF”)
- h. Hydrant Flow Test
- i. Historical Resources Analysis
- j. Survey of Existing Conditions
- k. Entitlement and Zoning Analysis
- l. Record of accepted LEED Strategies
- m. Record of accepted Value Engineering Strategies
- n. Summary of required agency review and timetables, including but not limited to OP, CFA, National Capital Planning Commission (“NCPC”), OGB and HPO to include a preliminary archeological study.

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

B.2.2 Schematic Design Phase

Upon the Department’s approval of the Concept Design, the A/E will be directed to proceed with the Schematic Design Phase. During this phase, based on the approved concept design, the A/E shall be required to develop a schematic design that meets the program requirements set forth herein and the Department’s schedule and budget requirements for the Project. (*i.e.* designed to budget of **\$25 Million** hard construction costs). The schematic design shall contain such detail as is typically required for schematic design under standard industry practice.

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. This includes coordination with the DGS Turnover Manager and a representative from the DGS Facilities and Maintenance team in compliance with the 2016 DGS Projects Turnover Protocol.
2. Obtain and review applicable District standards and guidelines for design (Design Criteria Manual, Unified Development Code, DPR Standards), where applicable, and provide a complete design that meets all applicable District codes. Coordinate security requirements with DC Protective Services Police Department (“PSPD”). Coordinate IT and Telecom requirements with DC Office of the Chief Technology Officer (“OCTO”) and DC Net.

3. Coordinate with CFA and NCPC for review and approval as necessary.
4. Coordinate with HPO and other agencies, commissions, groups, etc. as required to assess and determine historic and/or archeological significance and requirements. Attend meetings and hearings, if required.
5. Coordinate a Preliminary Design Review Meeting (“PDRM”) with the Department of Consumer and Regulatory Affairs (“DCRA”), Department of Energy and Environment (“DOEE”), Department of Transportation (“DDOT”), and DC Water.
6. Coordinate meetings with applicable utility companies, including but not limited to Potomac Electric Power Company (“PEPCO”), Washington Gas, and Verizon.
7. Attend one (1) Community Meeting to provide a presentation and receive feedback of the Schematic Design Documents. Highlight changes since the concept design, identifying what has been incorporated based on feedback received and in cases where incorporation was not feasible, explaining why.
8. Act as scribe for all design related meetings. Distribute meeting minutes to all attendees.
9. Progress LEED certification work as required.
10. Perform comprehensive Value Engineering effort (“VE”) utilizing 30% Plan Review submission. Provide report of findings to DGS. Conduct a meeting with DGS and other stakeholders as necessary to present and discuss VE options.
11. Upload all design documentation and deliverables as required utilizing the online DGS Project Management Information System (ProjectTeam) and guidelines.
12. Baseline Schedule bi-weekly update in the format requested by the Department.
13. During this phase, the A/E will be required to prepare and submit to the Department the following deliverables. All such deliverables shall be subject to review and approval by the Department and the A/E’s pricing should assume that revisions may be required to these documents to address concerns raised by the Department and/or other project stakeholders.
 - a. Schematic Design Documents – Two (2) hard copy sets and one (1) electronic copy (30% Complete Level).
 - i. Site plans, paving layouts, traffic circulation.
 - ii. Digital floor plans, building circulation, ADA requirements, etc.
 - iii. Design narrative.
 - iv. Plan-to-program comparison.
 - v. Exterior elevations, rendering, and color palette.

- vi. Critical building sections and details.
 - vii. Relevant right-of-way information such as easements, building setbacks, etc.
 - viii. Location of utilities and sizes.
 - ix. Stormwater management.
 - x. Preliminary MEP systems.
 - xi. LEED information as appropriate, including preliminary LEED Scorecard.
 - xii. Copies of all surveys and reports
 - xiii. Preliminary Specifications
- b. Presentation and three (3) presentation boards for community meetings. Presentation boards shall be in full color and include at least one (1) 3-D rendering.
 - c. Updated schedule and cost estimates. Submit an early estimate for the modernization with a magnitude of error of Not to Exceed +/- 10% of the Project hard cost budget.
 - d. Value Engineering Report. If Value Engineering is necessary (in particular for the HVAC System selection) it should be executed at this stage of the design submission with all the stakeholders.
 - e. Meeting minutes of Preliminary Design Review Meetings.
 - f. Memo response to all District comments on Schematic Documents.

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

B.2.3 Design Development Phase

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

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

1. Coordinate with the CMAR Contractor selected for this Project, and at a minimum shall meet with the CMAR Contractor twice a month to discuss the status of the design and key issues.

2. Perform site visits as necessary and attend/facilitate meetings with District staff as necessary to develop and progress Design Development Documents. This includes coordination and review with the DGS Turnover Manager and a representative from the DGS Facilities and Maintenance team in compliance with the 2016 DGS Projects Turnover Protocol.
3. Develop Design Development Documents including outline specifications for materials, systems and equipment, detailed dimensional plans, wall sections, elevations, and schedules. Incorporate VE options chosen by DGS.
4. Prepare detailed and coordinated drawings and specifications for bidding purposes as needed by the CMAR Contractor.
5. Complete code compliance analysis and drawings.
6. Meet and coordinate with regulatory, reviewing, and stakeholder agencies, as necessary. This includes the following actions:
 - a. Present the design to CFA, NCPC, DC Office of Planning, and other regulatory agencies, as required.
 - b. Achieve CFA approval and NCPC preliminary approval.
7. Progress LEED Certification work, as required.
 - a. Register the Project with U.S. Green Building Council (“USGBC”) to obtain LEED certification and pay all registration fees.
8. Manage and coordinate the furniture, fixtures, and equipment (“FF&E”) requirements for the Department and DPR. Review the FF&E procurement schedule to be developed by the CMAR Contractor. All FF&E shall be subject to review and approval by the Department and DPR.
9. Attend one (1) Community Meeting to provide a presentation and receive feedback of the Design Development documents. Highlight changes since the Schematic Design, identifying what has been incorporated based on feedback received and in cases where incorporation was not feasible, explaining why.
10. Prepare a presentation and provide a minimum of three (3) presentation boards for each community meeting to present/display onsite. Presentation boards shall be in full color and include at least one (1) 3-D rendering.
11. Coordinate with utility companies and develop final utility plans, as required.
12. Act as scribe for all design related meetings. Distribute meeting minutes to all attendees.

13. Upload all design documentation and deliverables as required utilizing the online DGS Project Management Information System (ProjectTeam) and guidelines.
14. Baseline Schedule with bi-weekly updates in the format required by the Department.
15. During this phase, the A/E will be required to prepare and submit to the Department the following deliverables. All such deliverables shall be subject to review and approval by the Department and the A/E's pricing should assume that revisions may be required to these documents to address concerns raised by the Department and/or other project stakeholders.
 - a. Design Development Documents – Two (2) hard-copy sets and one (1) electronic copy. (60% Complete Level)
 - i. Site plans, paving layouts, traffic circulation, lighting, signage, and utilities.
 - ii. Floor plans, structural, civil, architectural, mechanical electrical and plumbing (“MEP”), fire protection, and landscaping.
 - iii. Exterior elevations, rendering, and color palette.
 - iv. Building sections and details.
 - v. Interior elevations, casework, and millwork elevations, as required.
 - vi. Playground equipment.
 - vii. Stormwater management.
 - viii. Confirm space-by-space equipment layouts with representatives from DGS.
 - ix. Food service and other equipment, as required.
 - x. LEED information, as appropriate.
 - xi. Specifications for materials, systems, and equipment.
 - xii. Updated Schedule.
 - xiii. Draft Specifications.
16. Submit the A/E's cost estimate for the hard cost of the Project with a Maximum +/- 5% of the Project hard cost budget.
17. Submit the Value Engineering Report or log, if necessary.
18. Respond in writing to all District and Regulatory Agency comments on plans.
19. A reconciliation report that addresses issues raised by the CMAR Contractor as a result of the 60% progress printing.
20. CFA Submission Materials.

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

B.2.4 Permit Set Phase

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.

B.2.4.1 Services & Deliverables: In general, the A/E shall be required to undertake the following tasks and submit to the Department:

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

community meeting, and present/display onsite. Presentation boards shall be in full color and include at least one (1) 3-D rendering.

14. Act as scribe for all design related meetings. Distribute meeting minutes to all attendees.
15. Upload all design documentation and deliverables as required utilizing the online DGS Project Management Information System (Project Team) and guidelines.
16. During this phase, the A/E will be required to prepare and submit to the Department the following deliverables. All such deliverables shall be subject to review and approval by the Department and the A/E's pricing should assume that revisions may be required to these documents to address concerns raised by the Department and/or other project stakeholders.
 - a. Construction / Permit Documents
 - i. Submit two (2) hard-copy sets and one (1) electronic copy of the complete sets of Permit Documents (90% Complete Level).
 - ii. Specifications.
 - iii. Cost Estimate.
 - iv. Updated Schedule.

B.2.4.2 The A/E shall incorporate into the Permit Set the design requirements of governmental and regulatory authorities having jurisdiction over the Project. In addition, the A/E shall be required to (a) define, clarify, or complete the concepts and information contained in the Permit Set; (b) correct design errors or omissions, ambiguities, and inconsistencies in the Permit Set (whether found prior to or during the course of construction); and (c) correct any failure of the A/E to follow written instructions of the Department during any phase of design services or the construction of the Project provided they are compatible with industry standards. The design shall also incorporate any value engineering strategies approved by the Department.

B.2.4.3 Following the Department's review and approval of the Permit Set, the CMAR Contractor shall solicit bids from trade subcontractors based on these documents. The A/E shall be required to respond to RFIs and provide ASIs during such bidding process without additional cost to the Department or the CMAR Contractor. Based upon the trade pricing received by the CMAR Contractor, the A/E may also be required to engage in additional value engineering efforts to return the Project to budget. The Permit Set Phase shall not be considered complete unless and until a GMP or Lump Sum Price for the Project is agreed upon.

B.2.5 Issued for Construction Documents

B.2.5.1 Services & Deliverables: The A/E shall be required to develop an Issued for Construction Set of construction documents (“IFC Set”). The IFC Set shall represent the further progression of the approved Permit Set together with any value engineering strategies approved by the Department. The IFC Set should be progressed to One Hundred Percent (100%) completion of those required in a traditional Design/Bid/Build delivery method. The A/E shall provide two (2) hard-copy sets and one (1) electronic PDF copy of the IFC Set to DGS (100% Construction Documents).

B.3 Title II Services

B.3.1 Bidding and Construction Administration Services

B.3.1.1 Bidding. Unless otherwise agreed to by the Department in advance, the A/E shall issue the approved Permit Set of construction documents for bidding (*i.e.* the 90% design submission).

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

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

B.3.2 Construction Administration. The A/E shall provide support to the CMAR Contractor and the Department as may be necessary to support the construction phase of the Project (the “Construction Phase”). These services will include, but are not necessarily limited to:

1. Attend biweekly progress meetings and provide meeting minutes. The A/E’s site visits shall be included within the Offeror’s Price Proposal.
2. Review and process shop drawing submissions, submittals, RFI’s, etc.
3. ASI’s or other clarification documents.
4. Prepare meeting notes and records of decisions/changes made.
5. Conduct punch list inspections.
6. Review closeout documents for completeness. Close-out documentation shall comply with the 2016 DGS Project Turnover Protocol included as **Attachment A2**.

7. Provide As-Built Drawings based on the Contractor's red line drawings and/or coordinated set developed during the subcontractor coordination process. As-Built Drawings should be transmitted to DGS in hard copy, PDF, and CAD formats. Close-Out documentations shall comply with the 2016 DGS Project Turnover Protocol included as **Attachment A2**.

B.4 Key Personnel

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

B.5 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.6 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.6.1 Service Contract Act

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

B.6.2 First Source Employment Agreement and Employment 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 the A/E, to work on the Project shall be residents of the District of Columbia. This percentage shall be applied in the aggregate, and not trade by trade. In addition, the A/E shall use commercially reasonable best efforts to comply with the workforce percentage goals established by the recently adopted amendments to the First Source Employment Agreement Act of 1984 (D.C. Code §§ 2-219.01 *et seq.*) and any implementing regulations.

B.6.3 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 2022, **Attachment J**, as amended (codified as D.C. Official Code §§ 2-220.01 *et seq.*) and its implementing regulations.

B.6.4 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 H**. A contract award cannot be made to any contractor that has not satisfied the equal employment requirements.

B.7 Standard Contract Provisions

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

B.8 Time is of the Essence and Substantial Completion Date

Title I services shall be completed by 360 days from NTP or the date of execution of this Contract. The Title II services shall continue until the construction project achieves Substantial Completion by the CMAR. The Project must be substantially complete by November 7, 2024 (“Substantial Completion Date”).

SECTION C ECONOMIC INCLUSION

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

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

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

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

C.1.1 Preferences for Certified Joint Ventures

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

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

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

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

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

C.2 Subcontracting Plan

An Offeror responding to this RFP which is obligated to subcontract shall be required to submit with its Proposal, any subcontracting plan required by law. Offeror's responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law. If the Agreement is in excess of \$250,000, at least 35% of the dollar volume of the Agreement shall be subcontracted in accordance with **Attachment M**.

C.2.1 Mandatory Subcontracting Plan and Requirements.

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

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

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

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

C.2.1.5 A prime contractor that is a certified joint venture and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program,

shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

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

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

C.2.1.8 Subcontracting Plan Requirements

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

Each subcontracting plan shall include the following:

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

C.2.1.9 Copies of Subcontracts

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

C.2.1.10 Subcontracting Plan Compliance Reporting

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

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

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

C.2.1.11 Annual Meetings

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

C.2.1.12 DSLBD Notices

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

C.2.1.13 Enforcement and Penalties for Breach of Subcontracting Plan

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

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

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

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

C.3 Residency Hiring Requirements for Contractors and Subcontractors

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

- (i) At least 20% of journey worker hours by trade shall be performed by District

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

C.4 Economic Inclusion Reporting Requirements

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

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

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

C.5 Apprenticeship Act

The D.C. Apprenticeship Act of 1946, as amended, D.C. Official Code §§ 32-1401 *et seq.* (“Act”), may apply to this Project. As applicable, the A/E and its subcontractors selected to perform work on the Project on a craft-by-craft basis may be required to comply with the Act. If applicable, all terms and conditions of the D.C. Apprenticeship Council Rules and Regulations shall be implemented, and the selected A/E shall be liable for any subcontractor non-compliance.

C.6 Compensation for Reimbursable Expenses. Reimbursable expenses are in addition to compensation for Design Phase Services and Construction Phase Services and include expenses incurred by the A/E and the A/E’s consultants directly related to the Project. In the event that the reimbursable expenses reach the limit of this allowance, the A/E shall notify the District and shall not incur any additional reimbursable expense unless the Department’s CO provides written authorization of an increase in the reimbursable expenses allowance. Reimbursable expenses shall include the following:

1. Permits;
2. Transportation and authorized out-of-town travel and subsistence, provided, however, that local transportation costs (i.e. taxis, parking, etc.) shall not

- be reimbursable;
3. Fees paid for securing approval of authorities having jurisdiction over the Project;
 4. Reproductions, plots, standard form documents;
 5. Postage, handling and delivery;
 6. Expense of overtime work requiring higher than regular rates, if authorized in advance in writing by the Department, provided, however, that such expenses shall only be reimbursable to the extent that they were caused by the failure of the Department to act within timeframes agreed to by the Parties in advance and in writing; and
 7. Additional renderings, models, and mock-ups requested by the Department.

C.7 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY

C.7.1 The A/E is required to comply with Mayor’s Order 2021-099, COVID-19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns, and Grantees, dated August 10, 2021, and all substantially similar vaccine requirements, including any modifications to this Order, unless and until they are rescinded or superseded. At the request of the District government, contractors may be asked to provide certification of compliance with this requirement and/or documents and records in support of this certification.

C.7.2 The A/E is required to comply with City Administrator’s Order 2021-4, Resumption of Requirement for All Persons to Wear a Mask Inside District Government Buildings and While on Duty as a District Government Employee or Contractor, dated July 30, 2021, and all substantially similar mask requirements including any modifications to this Order, unless and until they are rescinded or superseded.

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Award

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

D.2 Evaluation Process

The Department will evaluate Offerors’ Proposals, qualified A/E firms 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 the Evaluation Board shall include highly qualified professional employees of the District and may include private practitioners of architecture, engineering, or related professions and shall evaluate all Proposals received from A/E(s) firm interested in the proposed contract under this RFP. The CO 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.2.1.2 Evaluation Board Responsibilities

The Evaluation Board shall:

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

D.3 Evaluation and Selection Criteria

Each Offeror's proposal and eligible A/E firm on file with the Department will be scored on a scale of 1 to 100 points. In addition, Offerors and eligible A/E firms on file with the Department may receive up to 12 preference points as described in **Section C.1** and **Section D.3.5** of this RFP and their entitlement to preference points as designated by DSLBD. Thus, the maximum total number of points is 112.

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

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

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

Offerors will be evaluated based on their (i) past performance on contracts with the District, other governmental entities, and private industry in terms of cost control, quality of work and compliance with performance schedule (10 points); and (ii) the Offeror’s past performance working with its proposed sub-consultants (10 points). This element of the evaluation will be worth up to twenty (20) points.

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

- A. List of all projects that the Offeror A/E and its sub-consultants have worked on in the last 5 years that are similar to this Project. For purposes of this paragraph, similar shall mean projects where the Offeror has served as the lead design consultant for a public facility or recreation/community center (include if they were in an urban setting). This information may be provided in an overview matrix format or brief list; however, it should include the name and location of the facility, the name of the owner, the time frame of the project, the original budget for the project, and whether the project was delivered on-time and on budget. If a project was not delivered on-time or on budget, a brief description of the reasons should be provided.
- B. The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms **Attachment K**, are completed on behalf of the A/E and submitted directly to the Department’s POC stated on **Section 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.

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

Offerors will be evaluated on their (i) professional qualifications for satisfactory performance designing recreation centers (10 points); and (ii) demonstrated experience working as a lead

designer in the past five (5) years for construction projects (10 points). This element of the evaluation will be worth up to twenty (20) points.

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

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

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

Offerors will be evaluated based on their (i) demonstrated experience in design excellence and design of public facilities in a manner that reflects civic importance and creates a sense of place and community (5 points); (ii) design of school facilities in an urban setting (5 points); (iii) cost estimating and Value Engineering/management (5 points); (iv) knowledge of the local regulatory agencies and Code Officials (5 points); (v) demonstrated experience designing and completing high quality, construction projects on-time and on-budget (5 points); (vi) Key Personnel's technical competence and specialized experience; and the availability and experience of the Key Personnel assigned to this Project (5 points). This element of the evaluation will be worth up to thirty (30) points.

If the Offeror is a team or joint venture of multiple companies, the Evaluation Board will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture their (i) demonstrated experience in design excellence and design of public facilities in a manner that reflects civic importance and creates a sense of place and community (5 points); (ii) design of school facilities in an urban setting (5 points); (iii) cost estimating and Value Engineering/management (5 points); (iv) knowledge of the local regulatory agencies and Code Officials (5 points); (v) demonstrated experience designing and completing high quality, construction projects on-time and on-budget (5 points); (vi) Key Personnel's technical competence and specialized experience; and the availability and experience of the Key Personnel

assigned to this Project (5 points). This element of the evaluation will be worth up to thirty (30) points Offerors will be required to submit the following in their Proposals:

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

D.3.4 Capacity to accomplish the work in the required time of the RFP – A/E and its sub-consultants Key Personnel (10 points)

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

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

- a) Company resources available to the project manager;
- b) Proposed subcontracting effort in connection with obtaining additional resources;
- c) Current contracts with other public and private entities;
- d) All current projects with the District and DGS and the stage of each project;
- e) A time allocation plan indicating the percentage of time key personnel is allocated over all projects.

D.3.5 Acceptability of Design Approach and Management Plan (20 Points)

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

The Design Approach shall address the basic design theory or ideas that the Offeror proposes to employ in approaching the design of the Project. The Design Approach will be evaluated on the creativity demonstrated and workability of the solutions proposed. The Management Plan shall clearly explain how the Offeror intends to manage and implement the Project, to include all contemplated phasing. Among other things, the Management Plan should explain (i) how the Offeror will manage the engineering subconsultants so as to ensure that the drawings are properly coordinated, including coordination of the drawings in light of the phasing of the project (4 points); (ii) how the Offeror will manage the Value Engineering/management process (4 points); (iii) how the A/E proposes to staff and handle construction administration and interact with the builder (4 points); (iv) how the Offeror will manage the design process to ensure that bid packages are issued in a timely manner and incorporate agreed upon Value Engineering changes (4 points); and (v) describe the key challenges inherent and unique to the Jelleff Community Center and explain how they will be overcome or mitigated, specific attention should be given to the phasing of construction (4 points). The Department will also consider the experience that the Offeror and its team members have working together on similar projects. This element of the evaluation is worth up to twenty (20) points.

D.3.6 Preference Points (up to 12 Points)

At the conclusion of the Evaluation Board's discussions and evaluations based on the evaluation and selection criteria within Sections D.3.1 to 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 Offeror's and 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 firm's ability to meet the selection criteria in **Section D.3** of this RFP. The discussions will be scheduled through the Department's Contracting and Procurement Division and will include the Evaluation Board and the CO or CO's designee. Thereafter, the Evaluation Board will prepare its selection report for the CO, based on the discussions and evaluations conducted, which will recommend its order of preference for a least three (3) of the A/E firms evaluated to be the most highly qualified to perform the required services per the selection criteria in **Section D.3** of this RFP. The evaluation report will allow the CO to review the considerations upon which the recommendations are based and make a final, independent determination and selection of the highest qualified AE firm. .

D.5 Negotiations

The CO will then negotiate a contract with the highest qualified A/E firm, based on the CO's independent determination , 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 firm 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 then initiate negotiations with the third most qualified A/E firm. If CO is unable to negotiate a contract with any of the highest qualified three (3) A/E firms, then the CO may select additional qualified AE firms in order of their competence and qualifications and shall continue negotiations in accordance with the selection criteria of this RFP 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 Delivery of Proposals

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

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

E.2 Date and Time for Receiving Proposals

Proposals shall be received by **2:00 p.m., on May 6, 2022**. The Offeror assumes the sole responsibility for timely delivery of its Proposal, regardless of the method of delivery.

E.3 Submission Size, Organization and Offeror Qualifications

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

E.3.1 Technical Proposal

The technical proposal shall be organized as follows:

E.3.1.1 Executive Summary

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

E.3.1.2 General Team Information and Firm(s) Data

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

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

B. Firm profile(s), including:

1. Age
2. Firm history(ies)
3. Firm size(s)
4. Areas of specialty/concentration

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

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

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

E.3.1.3 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.3.2 Fee Proposal

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

E.3.2.1 Form of Offer Letter

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

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

E.3.2.2 Fee Proposal Attachments

Each Offeror shall complete and submit the following Attachments in the Offeror's Fee Proposal, which will not be used for evaluation purposes. If, however, the Offeror is determined to be one of at least three (3) of the most highly qualified A/E firms to provide the required services under this RFP, then the CO may utilize the Offeror's Fee Proposal in the negotiation of a contract with the highest qualified A/E firm at compensation rates that the CO determines to be fair and reasonable to the District.

- a) Bidder/Offeror Certification Form (**Attachment D**)
- b) Tax Affidavit (**Attachment E**)

- c) EEO Policy Statement (**Attachment H**)
- d) First Source Employment Agreement and Employment Plan (**Attachment I**)
- e) SBE Subcontracting Plan (**Attachment M**)
- f) Certificate of Clean Hands (“CCH”) – CCH can be downloaded from this link:
<https://mytax.dc.gov/#1>
- g) A copy of Offeror’s business license

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.4 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 a CO can contractually bind the District and DGS.

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

Sayed S. Wayezee
Contract Specialist
Department of General Services
1250 U Street NW, 2nd Floor
Washington, DC 20009
cp.contract-spec8@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.5 Pre-proposal Conference

A pre-proposal conference will be held on **April 13, 2022, at 1:00 pm**. The conference will be held via Microsoft Teams. Interested Offerors are strongly encouraged to attend using the link below:

Meeting link:

<https://dcnet.webex.com/dcnet/j.php?MTID=m8ab3338d19a5a4acb759d4eec6baed26e>

Meeting number:

2304 736 2874

Password:

364Qvycadkw

Join by video system
Dial 23047362874@dcnet.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone
+1-202-860-2110 United States Toll (Washington D.C.)

1-650-479-3208 Call-in number (US/Canada)

Access code: 2304 736 2874

[Global call-in numbers](#)

E.6 Site Visit

A site visit will be held on **April 18, 2022, at 11:00 a.m.**, immediately after the pre-proposal conference at Jelleff Community Center located at 3265 S Street, NW, Washington DC 20007. Interested Offerors are strongly encouraged to attend.

Site visits shall be conducted in accordance with current COVID-19 guidelines at the time of the visit.

E.7 Explanations to Prospective Offerors

Each Offeror should carefully examine this RFP and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a Proposal. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Department that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding. Requests and questions should be submitted through DGS web portal, by **2:00 p.m. April 20, 2022**, using the link below.

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

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

E.8 Protests

Protests are governed by D.C. Official Code § 2-360.08 and Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734). Protests alleging defects in this RFP must be filed prior to the time set for receipt of Proposals. If an alleged defect does not exist in this initial RFP, but was incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering Proposals. In all other cases,

a protester shall file the protest within ten (10) business 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.8** is intended to summarize the bid protest procedures and is for the convenience of the Offerors only. The applicable law and regulations apply, to the extent any provision of this section is inconsistent with law or regulations.

E.9 Contract Award

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

E.10 Retention of Proposals

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

E.11 Examination of Proposals

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

E.12 Late Proposals: Modifications

- A. Any proposal or BAFO received after the exact time specified for receipt shall not be considered.
- B. Any modification of a proposal, including a modification resulting from the CO’s requests for best and final offers, is subject to the same conditions as in **Section E.7** stated above.
- C. Notwithstanding any other provisions of this RFP to the contrary, a late modification of an otherwise successful proposal which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- D. Proposals shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of proposals.

E.13 No Compensation for Preparation of Proposals

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

E.14 Rejection of Proposals

The Department reserves the right, in its sole discretion:

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

E.15 Limitation of Authority

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

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

SECTION F INSURANCE REQUIREMENTS

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

INSURANCE

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

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

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

endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

B. INSURANCE REQUIREMENTS

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

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

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

1. 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. Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers must be endorsed onto the policy

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

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

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

3. 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.
4. 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.
5. 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.

6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits 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.

C. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

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

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

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

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

- H. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes

or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And mailed to the attention of:

Ahmad Stanekzai,
Department of General Services
2000 14th Street, NW | 8th Floor | Washington, DC 20009
Phone: (202) 644-6473
ahmad.stanekzai@dc.gov

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

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