



Washington Convention and Sports Authority  
801 Mount Vernon Place, NW  
Washington, DC 20001

**ARCHITECTURAL/ENGINEERING SERVICES  
REQUEST FOR PROPOSALS (RFP)**

**APEX BID # 16-S-002-295**

The Washington Convention and Sports Authority (t/a Events DC) is soliciting proposals from qualified firms to provide Architectural/Engineering Services. Interested parties can view a copy of the RFP by accessing Event DC's e-procurement website at [www.wcsapex.com](http://www.wcsapex.com).

**Key Dates**

Issued: **December 1, 2015**  
Proposal Due Date: **December 30, 2015 by 3:00 p.m.**  
Preproposal Conference: **December 9, 2015 at 12:30 p.m.**

**Primary Contact**

Name: Candace Butler, Senior Contracts and Procurement Manager  
Email: [CButler@eventsdc.com](mailto:CButler@eventsdc.com)  
Phone: (202) 249-3038

## Table of Contents

<b>SECTION A – PROJECT INTRODUCTION</b> .....	3
<b>Executive Summary</b> .....	3
<b>A.1 About Events DC</b> .....	3
<b>A.2 The Project</b> .....	3
<b>A.3 Project Delivery Method</b> .....	4
<b>A.4 Compensation</b> .....	5
<b>A.5 Form of Contract</b> .....	5
<b>A.6 Utilization of Local Businesses</b> .....	5
<b>A.7 Selection Criteria</b> .....	5
<b>A.8 Procurement Schedule</b> .....	6
<b>A.9 Project Schedule</b> .....	6
<b>A.10 Attachments</b> .....	7
<b>SECTION B – SCOPE OF WORK</b> .....	8
<b>B.1 Scope of Work</b> .....	8
<b>B.2 Programming Phase</b> .....	8
<b>B.3.1 Concept Design Phase</b> .....	8
<b>B.3.2 Schematic Design Phase</b> .....	9
<b>B.3.3 Design Development Phase</b> .....	10
<b>B.3.4 Construction Documents</b> .....	11
<b>B.4 Bidding</b> .....	11
<b>B.5 Key Personnel</b> .....	12
<b>B.6 Licensing, Accreditation and Registration</b> .....	12
<b>B.7 Conformance with Laws</b> .....	13
<b>B.8 Buy American Act</b> .....	13
<b>B.9 Time is of the Essence</b> .....	13
<b>SECTION C – EVALUATION AND AWARD CRITERIA</b> .....	14
<b>C.1 Evaluation Process</b> .....	14
<b>C.2 Technical Panel Evaluation</b> .....	14
<b>C.3 Oral Presentation</b> .....	14
<b>C.4 Proposal Evaluation</b> .....	15
<b>C.5 CBE Preference Criteria: 12 POINTS MAXIMUM</b> .....	16
<b>SECTION D – SUBMISSION INSTRUCTIONS AND PROPOSAL ORGANIZATION</b> .....	18

<b>D.1</b>	<b>Overview Of Submission Instructions</b> .....	18
<b>D.2</b>	<b>Hard Copy Submission Requirements</b> .....	18
<b>D.3</b>	<b>APEX Electronic Submission Requirements</b> .....	18
<b>D.4</b>	<b>Proposal Due Date</b> .....	19
<b>D.5</b>	<b>Amendments</b> .....	19
<b>D.6</b>	<b>Submission Size, Organization and Offeror Qualifications</b> .....	19
	<b>SECTION E – BIDDING PROCEDURES &amp; PROTESTS</b> .....	23
<b>E.1</b>	<b>Contact Person</b> .....	23
<b>E.2</b>	<b>Preproposal Conference</b> .....	23
<b>E.3</b>	<b>Explanations to Prospective Offerors</b> .....	23
<b>E.4</b>	<b>Retention of Submissions</b> .....	23
<b>E.5</b>	<b>Examination of Submissions</b> .....	23
<b>E.6</b>	<b>Late Submissions: Modifications</b> .....	24
<b>E.7</b>	<b>No Compensation for Preparation of Submissions</b> .....	24
<b>E.8</b>	<b>Rejection of Submissions</b> .....	24
<b>E.9</b>	<b>Limitation of Authority</b> .....	24
<b>E.10</b>	<b>Non-Responsive Pricing</b> .....	24
	<b>SECTION F – INSURANCE REQUIREMENTS</b> .....	26
<b>F.1</b>	<b>Required Insurance</b> .....	26
<b>F.2</b>	<b>Additional Insureds</b> .....	26
<b>F.3</b>	<b>Waiver of Subrogation</b> .....	26
<b>F.4</b>	<b>Insurers</b> .....	26
	<b>SECTION G – SPECIFIC CONTRACT PROVISIONS</b> .....	27
<b>G.1</b>	<b>Standard Contract Provisions</b> .....	27

## **SECTION A – PROJECT INTRODUCTION**

### **Executive Summary**

The Washington Convention and Sports Authority t/a Events DC (“Events DC”) is issuing this request for proposals (“RFP”) to engage a design firm to serve as architect/engineer (the “Architect”) for a new, state-of-the-art, LEED certified approximately 5,000 seat, multipurpose sports, entertainment, and cultural complex (the “Project”) on the St. Elizabeths East Campus. Events DC anticipates that the selected Architect will serve as the architect of record for the Project. Among other things, the selected Architect will assist Events DC in developing a program for the Project and designing the Project to meet the detailed program of requirements. The anticipated schedule for the Project is detailed in Section A.7 below.

### **A.1 About Events DC**

Events DC is an independent authority of the government of the District and a corporate body that has a legal existence separate from the District. Events DC was created in October 2009 when the District of Columbia Sports and Entertainment Commission was merged into the Washington Convention Center Authority.

Events DC has the responsibility to, among other things, promote, develop and maintain the District as a location for convention, trade shows, meetings, concerts, sporting and entertainment events, and other special events. In that regard, it owns, manages and/or operates the Walter E. Washington Convention Center, the Carnegie Library, Robert F. Kennedy Stadium, the non-military portions of the District of Columbia Armory, and Nationals Ballpark.

Events DC is governed by a 12 member Board of Directors appointed in accordance with D.C. Official Code Section 10-1202.05. Its day-to-day operations are managed by its President/Chief Executive Officer, who is employed by, and reports to, the Board of Directors. Events DC is comprised of two primary divisions: the Convention Center Operations Division and the Sports, Entertainment and Special Events Division.

### **A.2 The Project**

The Project is to be constructed on approximately 3.8 acres that is part of the St. Elizabeths East Campus and designated under the District’s Zoning Code as Parcels StE-12 and StE-9 (the “Property”). It is anticipated that the District will ground lease the Property to Events DC. The District will also be responsible for the demolition of the structures currently on the Property and the delivery to Events DC of the Property in a clean, safe and adequate condition for construction of the Project at grade (and any below grade work necessary to support the at grade construction), and with all necessary infrastructure, including, without limitation, pedestrian and vehicular access, utilities, lighting, wayfinding and parking. The District will be responsible for undertaking any environmental or other remediation necessary to deliver the Property to Events DC in a clean, safe and adequate condition for at grade construction.

Events DC will undertake the design and construction of the Project which will serve as a practice/training facility for the Washington Wizards basketball team; an arena and practice/training facility for the Washington Mystics basketball team and other sporting teams, such as a NBA Development League team associated with the Washington Wizards; and an entertainment/concert venue for third party arts and cultural events and community based events.

Overall, the objective for this Project is to develop a facility that will serve as a catalyst for the St. Elizabeths' campus—namely a facility that will attract spectators, fans and business onto the campus. The facility must serve as more than just a sports and training facility. It must also function as an entertainment venue that can attract significant events, and the design must accomplish all three needs (sports venue, training facility and entertainment) in a seamless, attractive and logical way. Offerors should include in their proposals a robust discussion of their experience in accomplishing such a task and in the Design Approach & Management Plan the manner in which they would approach this project.

As the schedule set forth in Section A.7 below indicates, one of the first tasks that the selected Architect will assist Events DC with is the negotiation of a detailed program that will provide further specificity regarding the required elements of the Project and their interrelationship.

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

Events DC intends to deliver the Project through a Construction Manager (“CM”) at-risk delivery method. The CM will be engaged by separate procurement and is expected to be appointed by the end of January 2016. The Architect selected as a result of this procurement will be required to provide all of the necessary design services to complete the Project. In addition to the traditional engineering subconsultants (i.e. MEP, structural, civil), the selected Architect will also be required to engage and manage the services of the geotechnical engineer and the surveyor as well as those specialty consultants necessary for sports and entertainment facilities (i.e. A/V and food service).<sup>1</sup>

Events DC expects that the CM will be responsible for cost estimating and that the CM will perform a design control estimate at the end of each design phase (i.e. concept, schematic and design development). Events DC will establish a design-to-budget and the Architect will be required to progress the design in a manner that is consistent with such budget. In general, the schedule contemplates that programming, concept, schematic design and design development will run from the middle of January 2016 through September 1, 2016. Land use and other entitlement hearings are expected to occur in fall of 2016 with a permit set of documents being issued in January of 2017. The permit set will be bid by the CM to the trade subcontractors with the goal of closing on a GMP by the end of February of 2017. This schedule leaves approximately 18 months to construct the facility. To the extent the land use and design process allow, Events DC is prepared to release foundation to grade work in advance of the GMP with an eye toward extending the construction duration by approximately 2 to 3 months.

#### **A.4 Compensation**

As will be more fully described in the Form of Contract, the selected Architect will be paid a fixed price for all design phase services. Construction administration services will be charged on an hourly basis at agreed upon rates. 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; (iii) a set of design development documents; and (iv) a complete set of construction documents.

Offerors should submit with their proposal a fully completed Bid Form in substantially the form of **Attachment B** on the Offeror's letterhead. Among other things, Offerors are required to provide break-out prices for a foundation-to-grade package as well as credits in the event the selected CM elects to purchase the MEP systems on a design-build basis.

#### **A.5 Form of Contract**

The Form of Contract is set forth at **Attachment C**. Offerors should carefully review the Form of Contract when submitting their proposal. To the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their proposal 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 their proposal. An Offeror shall be required to accept any provision for which requested changes are not specifically identified and described in the Offeror's proposal.

#### **A.6 Utilization of Local Businesses**

Events DC has established significant economic inclusions goals for this Project. Over and beyond the statutory requirements set forth the *Small and Certified Business Enterprise Development and Assistance Amendment Act of 2014*, Events DC is requiring that: at least fifty percent (50%) of the work will be performed by firms that are certified by the Department of Small and Local Business Development ("DSLBD")

In general the *Small and Certified Business Enterprise Development and Assistance Amendment Act of 2014* requires that: (i) if the contract is awarded to an entity that is not a certified Small Business Enterprise ("SBE"), 35% of the contracting effort must be subcontracted to SBEs; or (ii) if the contract is awarded to a certified SBE, the SBE must perform 35% of the contracting effort with its own staff and, if it subcontracts, 35% of the subcontracts must be awarded to SBEs. Refer to Section 2-218.46 of the District of Columbia Code for more details.

#### **A.7 Selection Criteria**

Proposals will be evaluated in accordance with **Part C** of this RFP. The following evaluation criteria will be used for the proposals:

- Proposal, Experience & References (25 points)
- Key Personnel (25 points)

- Programming and Design Approach (20 points)
- Cost (20 points)
- CBE Utilization Plan (10 points)

#### **A.8 Procurement Schedule**

The schedule for this procurement is as follows:

- Issue RFP - December 2, 2015
- Pre-proposal Conference - December 9<sup>th</sup> at 12:30 p.m.
- Last Day for Questions/Clarifications - December 14, 2015
- Proposals Due - December 30, 2015
- Interviews - January 14, 15 & 18, 2016
- Board Approval - TBD
- Notice of Award - TBD
- 

#### **A.9 Project Schedule**

The preliminary project schedule is as follows:

- Issue RFP for Architect/Engineer - December 2, 2015
- Engage Program Manager - TBD
- Issue RFP for Construction Manager - TBD
- NTP for Architect/Engineer - TBD
- NTP for CM Pre-construction - TBD
- Programming/Scope Reconciliation with Wizards/Mystics - mid-February 2016 to March 31, 2016
- Concept Design Complete - April 30, 2016
- Demolition Completed by DC Government (DGS) - July 1, 2016
- Schematic Design Complete - July 30, 2016
- Design Development Complete - October 15, 2016
- Land Use/Entitlements (Exact Process TBD) - Fall 2016
- Land Use Approvals - December 31, 2016
- Permit Set - January 31, 2017
- Trade Bidding - February 2017
- Commence Foundation to Grade Work - Early March 2017
- GMP Negotiations - March 2017
- NTP for Construction - April 15, 2017
- Roadway Infrastructure Work Completed by DC Government (DGS) - August 15, 2018
- Substantial Completion - Labor Day 2018

## **A.10 Attachments**

<b>Attachment A</b>	<b>Offeror Letter/Bid Form</b>
<b>Attachment B</b>	<b>Disclosure Statement</b>
<b>Attachment C</b>	<b>Form of Contract</b>
<b>Attachment D</b>	<b>Service Contract Act Wage Determination</b>
<b>Attachment E</b>	<b>W-9</b>
<b>Attachment F</b>	<b>Tax Certification Affidavit</b>
<b>Attachment G</b>	<b>First Source Employment Agreement</b>
<b>Attachment H</b>	<b>Representations and Certifications</b>
<b>Attachment I</b>	<b>ACH Form</b>
<b>Attachment J</b>	<b>Vendor Quick Reference Guide - Responding to Solicitations in APEX</b>
<b>Attachment K</b>	<b>Standard Contract Provisions</b>

## SECTION B – SCOPE OF WORK

### B.1 Scope of Work

The selected Architect will be required to provide a full range of architectural and engineering services necessary to develop a program of requirements and a design for the Project. As part of this effort, the Architect will be required to engage all of the engineering consultants necessary for this Project, including, but not limited to, mechanical, electrical and plumbing, structural, civil, life safety, food service, lighting, audio-visual, acoustics, geotechnical and the a surveyor. The Architect's scope of work will consist of three phases: (i) the Programming Phase; (ii) the Design Phase; and (iii) the Construction Administration Phase.

### B.2 Programming Phase

**B.2.1 Services.** During the Programming Phase, the Architect will be required to assist Events DC to develop the program of requirements for the Project in light of the multiple uses that are to be made of elements within the Project space.

**B.2.2 Deliverables.** The Architect shall be required to prepare and submit to representatives of Events DC the deliverables listed below. All such deliverables shall be subject to review and approval by Events DC, and the Architect's pricing should assume that revisions may be required to these documents to address concerns raised by representatives of Events DC and/or other Project stakeholders.

- a. Initial report of goals and objectives based on meetings and interviews with stakeholders.
- b. Progress programming document issued at 50% and 90% of effort, including all information generated and conclusions reached.
- c. Final programming document.

**B.3 Design Phase.** The Architect will be required to provide a full set of design services that is consistent with at least the level of services contemplated in the standard AIA contract and AIA Best Practices. Each submittal in the design phase shall be approved by Events DC before proceeding to the next submittal (i.e. the conceptual design must be approved before commencement of schematic design and the schematic design must be approved before proceeding to design development).

### B.3.1 Concept Design Phase

**B.3.1.1 Services.** Based on the approved program, the Architect will be required to develop a concept design for the Project. During this phase, the Architect shall complete the following tasks:

- a. Conduct life safety/building code analysis of the site to verify compliance of design with DCRA's latest adaptation of the IBC code in use at the time of execution of the Contract.

- b. Conduct LEED Workshops with design team and DGS representatives to identify sustainable design strategies to be included in revised design. It is understood that a minimum of LEED-Silver certification is expected.
- c. Participate in Value Engineering workshops with DGS representatives and other stakeholders.
- d. Prepare and submit EISF.
- e. Request and receive hydrant flow test.
- f. Confer with mechanical systems, audio-visual and acoustic consultants which shall be part of A/E team to establish design requirements for the Project.

**B.3.1.2 Deliverables.** The Architect will be required to prepare and submit to Events DC the deliverables listed below. All such deliverables shall be subject to review and approval by Events DC, and the Architect’s pricing should assume that revisions may be required to these documents to address concerns raised by Events DC and/or other Project stakeholders.

- a. Survey of existing conditions
- b. Flow Test Results
- c. Record of Accepted LEED Strategies
- d. Record of Accepted Value Engineering Strategies
- e. EISF Submission
- f. Summary of Required Agency Review, Timetables, including but not limited to: Office of Planning (“OP”), Commission of Fine Arts (“CFA”), the Historic Preservation Review Board (“HRPB”) and the National Capital Planning Commission (“NCPC”)
- g. Architectural Concept Development
  - i. Building plan
  - ii. Preliminary cost estimate
  - iii. Project schedule

### **B.3.2 Schematic Design Phase**

**B.3.2.1 Services.** The Architect shall be required to develop a schematic design that meets the program of requirements and is consistent with the schedule and budget for the Project. The schematic design shall contain such detail as is typically required for schematic design under the standard AIA contract and consistent with AIA Best Practices. In general, the Architect shall be required to undertake the following tasks during this phase:

- a. Further develop conceptual plans and incorporate design changes.
- b. Conduct additional meetings to solicit input from stakeholders.
- c. Prepare necessary presentation materials (renderings and models) to communicate design and obtain approval of design direction.

**B.3.2.2 Deliverables.** During this phase, the Architect will be required to prepare and submit to Events DC the following deliverables. All such deliverables shall be subject to review and approval by Events DC and the Architect’s pricing should assume that revisions may be required to these documents to address concerns raised by Events DC and/or other Project stakeholders.

- a. Digital floor plans
- b. Preliminary building elevations and sections
- c. Plan-to-Program Comparison
- d. Design Narrative
- e. Updated schedule and cost estimate

### **B.3.3 Design Development Phase**

**B.3.3.1 Services.** The Architect will be required to progress, in a manner consistent with Events DC’s schedule and budget requirements (i.e. designed to budget) the schematic design into a set of design development documents. The design development documents shall contain such detail as is typically required for design development documents under the standard AIA contract and consistent with AIA Best Practices. The Architect shall be required to work with Events DC and other stakeholders, and at a minimum shall meet with such representatives twice a month to discuss the status of the design and key issues. The specific services required during this phase are:

- a. Select and draft specifications for materials, systems, equipment.
- b. Develop detailed and dimensioned plans, wall sections, building section, and schedules.
- c. Complete code compliance analysis and drawing.
- d. Confirm space-by-space equipment layouts with representatives of Events DC and other stakeholders.
- e. Conduct follow up meetings with agencies as required.
- f. Coordinate furniture, fixtures, and equipment requirements (“FF&E”).
- g. Present the design to CFA, HPRB, NCPC, the Office of Planning, and other regulatory agencies as required.
- h. Register the project with USGBC to obtain LEED certification and pay all registration fees.

**B.3.3.2 Deliverables.** The following deliverables are required during this phase.

- a. 35% (minimum progress) documents for all technical disciplines, drawings and specs
- b. 50% of design development progress printing.
- c. A reconciliation report that addresses issues raised by the builder as a result of the 50% progress printing submittal.
- d. CFA, HPRB and NCPC submission materials; meetings and presentations to CFA, HPRB and NCPC as required.
- e. Updated schedule and cost estimate.

### **B.3.4 Construction Documents**

**B.3.4.1 Services.** Based on the approved design development documents, the Architect shall be required to develop a complete and coordinated set of the construction documents (the “Construction Documents”). The Construction Documents shall represent the further progression of the approved design development documents together with any value engineering strategies approved by Events DC. It is contemplated that the Construction Documents will be issued in phases with a foundation-to-grade set, a permit set and an issued for construction set as well as such other packages as may be necessary to support the required schedule. Offerors should assume in their pricing that at least four packages will be required: (i) foundation to grade; (ii) base building (i.e. structure and building enclosures); (iii) MEP systems; and (iv) interiors. Each of these sets will require a Permit Set and an issued for construction set. The Construction Documents shall include at least the level of detail required by the standard AIA contract and AIA Best Practices.

The Architect shall incorporate into each permit set the design requirements of governmental authorities having jurisdiction over the Project. In addition, the Architect 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 Architect to follow written instructions of Events DC during any phase of design services or the construction of the Project provided they are compatible with industry standards.

**B.3.4.2 Deliverables.** The Architect shall provide the following deliverables during this phase:

- a. Prepare detailed and coordinated drawings and specifications to be included in the Permit Set.
- b. Prepare application and submit documents for building permit.
- c. Upload all documents to DCRA’s permit document review website in accordance with their instructions.
- d. Prepare all traffic control plans required to obtain relevant DDOT permit approvals at all stages of the project.

### **B.4 Bidding**

**B.4.1 Bidding.** The Architect shall provide support to Events DC, the Program Manager and the CM as may be necessary to support the bidding of trade subcontracts. These services will include, but are not necessarily limited to:

- a. Assist with the distribution of documents, as needed.
- b. Prepare and issue bidding addenda.
- c. Respond to bidding questions and issue clarification, as needed.
- d. Consider and evaluate requests for substitutions

**B.4.2 GMP Formation.** It is contemplated that this Project will be delivered under a Construction Manager a-Risk delivery method and that the GMP will be based on the Permit Set of documents plus such early packages as may be necessary to support the Project’s intended

scheduled delivery date (i.e. Labor Day 2018). In the event the trade bids related to any bid package exceed the design to budget for such work, the Architect shall be required to redesign such package as may be necessary, in the CM's reasonable opinion, to return the cost of such package to the design-to-budget. The cost of such redesign and/or necessary value engineering shall be at no additional cost to Events DC and is included in the Architect's quoted fee. The Architect further appreciates that such efforts will need to be performed on an expedited basis so as to not adversely impact the Project's schedule.

**B.4.3 Construction Administration.** The Architect shall provide support to Events DC, the Program Manager and the CM as may be necessary to support the construction phase of the Project. These services will include, but are not necessarily limited to:

- a. Attend biweekly progress meetings.
- b. Review and process shop drawing submissions, RFI's, etc.
- c. Prepare meeting notes and records of decisions/changes made.
- d. Conduct punchlist inspections.
- e. Review closeout documents for completeness.

In addition, the Architect shall provide the following deliverables during this phase:

- a. Meeting minutes.
- b. ASI's or other clarification documents.
- c. Punchlists.
- d. Closeout document review comments.
- e. As-Builts (if authorized).

## **B.5 Key Personnel**

In its proposal, each Offeror will be required to identify its key personnel. The selected Architect will be subject to liquidated damages for the reassignment of any Key Personnel. At a minimum, the following personnel shall be considered key personnel and will be subject to the liquidated damages if they are removed from the project: (i) the principal-in-charge; (ii) the project manager; (iii) the design principal; (iv) the lead MEP engineer; (v) the lead structural engineer; (vi) the lead food service consultant; and (vii) the lead audio-visual engineer. Additional details regarding such liquidated damages are provided in the Form of Contract which is at **Attachment C**.

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

The Architect and all of its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract. Without limiting the generality of the foregoing, all drawings shall be signed and sealed by a professional architect or engineer licensed in the District of Columbia.

**B.7 Conformance with Laws**

It shall be the responsibility of the Architect to perform under the contract in conformance with all applicable statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies, including but not limited to the Service Contract Act.

**B.8 Buy American Act**

The Architect shall not include specifications for materials, systems or equipment that would violate the Buy American Act.

**B.9 Time is of the Essence**

Time is of the essence with respect to the contract. As such, the Architect must dedicate such personnel and other resources as are necessary to ensure that the project is completed on-time and in a diligent, skilled, and professional manner.

## SECTION C – EVALUATION AND AWARD CRITERIA

### C.1 Evaluation Process

Events DC shall evaluate submissions and any best and final offers in accordance with the provisions of this **Section C** and its sourcing policies.

### C.2 Technical Panel Evaluation

Each submission shall be evaluated in accordance with this **Section C** by a Technical Panel. The Technical Panel shall prepare a written report summarizing its findings and submit the same to Events DC's Chief Contracting Officer. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Technical panel, the Chief Contracting Officer shall make a recommendation to the Events DC Board of Directors for contract award to the Offeror whose submission is determined to be the most advantageous to Events DC.

### C.3 Oral Presentation

Events DC intends to interview Offerors; however, Events DC reserves the right not to interview Offerors and to award based solely on the written proposals if Events DC determines, in its sole and absolute judgement, that such is appropriate. If Events DC conducts such interviews, each Offeror within the competitive range shall make an oral presentation to the Technical Panel, and participate in a question and answer session. The purpose of the oral presentation and the question and answer session is to permit the Technical Panel to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The submission will be re-scored at the conclusion of the oral presentation.

**Interviews will be held on January 14<sup>th</sup>, 15<sup>th</sup> and 18<sup>th</sup> of 2016. Given the Project's schedule, it will not be possible to defer the interviews, and thus, Offerors should ensure that their key personnel are available to attend interviews on these dates.**

**C.3.1 Length of Oral Presentation.** Each Offeror will be given up to 30 minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately 15 minutes for the Technical Panel to assess the presentation and prepare questions. The Offeror will then respond to questions from Technical Panel for no more than 45 minutes.

**C.3.2 Schedule.** The order of presentation will be selected randomly and the Offerors will be informed of their presentation date before the beginning of oral presentations. Events DC reserves the right to reschedule any Offeror's presentation at the discretion of Events DC.

**C.3.3 Offeror Attendees.** The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for the Project. Each Offeror will be limited to five (5) persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of the key areas of responsibility that are deemed essential to the successful completion of the Project.

**C.3.4 Topics.** The Offeror may present information about its capabilities and special qualifications to serve as the Architect for this Project, including the qualifications of its key personnel.

## **C.4 Proposal Evaluation**

Each proposal will be scored on a scale of 1 to 100 points. In addition, Offerors will be eligible to receive up to 12 preference points as described in **Section C.5** of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 112. The contract will be awarded to the Offeror with the highest evaluated score.

**C.4.1 Experience & References (25 points).** Events DC desires to engage an Architect with the experience necessary to realize the objectives set forth in this RFP. Offerors will be evaluated based on their demonstrated experience in: (i) designing sports and entertainment venues and in particular integrating both types of venues into a single space; (ii) design excellence; (iii) historic preservation and specifically inserting new construction into a historic campus; (iv) the District of Columbia land use approval process (including CFA, NCPC, and HPRB); and (v) cost estimating and value engineering/management. If the Offeror is a team or joint venture of multiple companies, the Technical Panel 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. This element of the evaluation will be worth up to twenty five (25) points.

**C.4.2 Key Personnel (25 points).** Events DC desires that senior personnel be assigned to this Project who have experience in designing and completing comparable projects on-time and on-budget. Offerors should include, at a minimum, resumes of the key individuals who will serve in the following roles: (i) the Principal-in-Charge; (ii) the Design Principal; (iii) the Project Manager who will oversee this Project; (iv) the Project Architect; (v) the lead MEP engineer; (v) the lead structural engineer; (vi) the lead food service consultant; and (vii) the lead audio-visual engineer. The availability and experience of the key individuals assigned to this Project will be evaluated as part of this element. The proposal shall address in detail who will be assigned to the Project, when will they be assigned to the Project, what will be their level of effort and what is their experience on comparable projects. This element of the evaluation will be worth up to twenty five (25) points.

**C.4.3 Program and Design Approach (20 points).** Events DC desires that the program developed by the Architect reflect an understanding of the requirements for each of the uses to be made of portions of the Project and who they can be addressed in [not sure what this means] and aesthetically pleasing and efficient facility. To that end, Offerors are required to submit with their proposal a narrative describing their approach to the Programming Phase of the Project. The Program and Design Approach should outline not only the manner in which the Offeror proposes to implement the Programming Phase, but also the key issues to be considered during the programming phase.

Offerors are required to 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 should address the basic design theory or ideas that the Offeror proposes to employ in approaching the design of the Project. Offerors should specifically address the issues implicated by a facility that must serve three purposes (i.e. a training facility, a sports venue and an entertainment venue) and how these needs can be best addressed and reconciled. The Design Approach will be evaluated based on its understanding of the issues and the creativity demonstrated therein.

The Management Plan should clearly explain how the Architect intends to manage and implement the Project. Among other things, the Management Plan should explain (i) how the Architect will manage the engineering subconsultants so as to ensure that the drawings are properly coordinated, including coordination of the drawings; (ii) how the Architect will manage the value engineering/management process; (iii) how the Architect proposes to staff and handle construction administration and interact with the CM; (iv) how the Architect will manage the design process to ensure that bid packages are issued in a timely manner and incorporate agreed upon value engineering changes; and (v) describe the key challenges inherent in this Project and explain how they will be overcome or mitigated. Events DC will also consider the experience that the Architect and its team members have working together on similar projects. This element of the evaluation is worth up to twenty (20) points.

**C.4.4 Cost (20 points).** Offerors will be required to quote a lump sum design fee for all design phase services (i.e. through the completion of construction documents including those services necessary to support the CM in bidding the packages and resolving issues raised by the Code Official). In addition, each Offeror must provide: (i) a resource allocation chart which shows the level of effort upon which the lump sum fee is based; (ii) a schedule of hourly rates for construction administration services and any necessary add services; and (iii) a guaranteed maximum cost for construction administration services. In no event shall the resource allocation chart serve to limit (or describe) the level of effort required by the Architect in order to discharge its contractual obligations, but rather is being requested by Events DC in order to assess whether the Architect understands the level of effort required. To the extent necessary, it will be evaluated for cost reasonableness and to determine whether the Offeror's bid allocates appropriate resources to the Project. This element of the evaluation is worth up to twenty (20) points.

**C.4.5 CBE Utilization Plan (10 points).** In addition to the statutory requirements, Offerors are required to submit a CBE Utilization Plan with their proposals that meets the goals set forth in Section A.6. This element of the evaluation is worth up to ten (10) points.

## **C.5 CBE Preference Criteria: 12 POINTS MAXIMUM**

In addition to the 100 points specified in Section C.4 above, Events DC will allocate a maximum of 12 preference points to qualified vendors in accordance with DC Official Section 2-218.43 as follows:

- (a) 3 points for a small business enterprise;
- (b) 5 points for a resident-owned business;
- (c) 5 points for a longtime resident business;
- (d) 2 points for a local business enterprise;

- (e) 2 points for a local business enterprise with its principal office located in an enterprise zone;
- (f) 2 points for a disadvantaged business enterprise;
- (g) 2 points for a veteran-owned business enterprise; and
- (h) 2 points for a local manufacturing business enterprise.

## SECTION D – SUBMISSION INSTRUCTIONS AND PROPOSAL ORGANIZATION

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.

### D.1 Overview Of Submission Instructions

Each Offeror must submit its response to this RFP in both hard copy format and electronically via APEX to be considered for this award. The responses must be prepared in accordance with this RFP.

### D.2 Hard Copy Submission Requirements

(a) Hard copy responses must be typewritten in 12 point font size on 8.5” by 11” paper. E-mail or facsimile proposals will not be accepted.

(b) One (1) original and five (5) copies of the hard copy response must be submitted to:

Washington Convention and Sports Authority  
Office of Contracting and Procurement, East Mezzanine  
801 Mount Vernon Place, NW  
Washington, DC 20001  
Attn: Candace Butler

(c) Each Offeror is required to submit the hard copies of its proposal in a sealed envelope this is conspicuously marked with the following: **“Proposal in Response to RFP No. 16-S-002-295 – Architectural/Engineering Services.”**

### D.3 APEX Electronic Submission Requirements

(a) All Offerors must also submit proposals electronically via APEX.

(b) The following APEX Tabs must be accessed by the Offeror and requested information provided:

1. **Quote Tab:** Complete all required fields marked with an asterisk (\*);
2. **Items Tab:** Enter pricing for all items listed;
3. **Questions Tab:** Provide a response for all questions listed;
4. **Terms and Conditions Tab:** Confirm acceptance, or acceptance with exceptions, of Events DC's Standard Contract provisions;
5. **Attachments Tab:** Upload completed Proposal into this Tab; and
6. **Summary Tab:** Transmit proposal electronically by selecting the “Submit Quote” button.

(c) Further information regarding APEX submissions can be found in the “Vendor Quick Reference Guide - Responding to Solicitations in APEX” found under the “Attachments” Tab.

(d) You may confirm whether your submission has been successfully transmitted to Events DC by logging into APEX and opening Bid #16-S-002-295. *The status will show as “submitted” if the proposal was successfully submitted or “in-progress” if additional action is required.*

#### **D.4 Proposal Due Date**

Proposals are due no later than **3:00 p.m. on December 22, 2015**. The Offeror assumes the sole responsibility for timely delivery of its proposal, regardless of the method of delivery.

#### **D.5 Amendments**

Any amendments to this RFP, including changes in the due date or scope of work, will be issued via APEX and will appear on the “Amendments” Tab of the APEX bid.

#### **D.6 Submission Size, Organization and Offeror Qualifications**

All submissions shall be submitted on 8½” x 11” bond paper and typewritten. Telephonic, telegraphic, and facsimile submissions shall not be accepted. The Department is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The submission shall be organized as follows:

**D.6.1 Bid Form.** Each Offeror shall submit a bid form substantially in the form of **Attachment A** to bid a Programming Fee, a Design Fee and hourly rates. Material deviations, in the opinion of Events DC, from the bid form shall be sufficient to render the proposal non-responsive.

**D.6.2 Disclosure Form.** Each Offeror shall submit a Disclosure Statement substantially in the form of **Attachment B**.

**D.6.3 Executive Summary.** Each Offer should provide a summary of no more than three (3) pages of the information contained in the following sections.

**D.6.4 General Team Information and Firm(s) Data.** Each Offeror should provide the following information for the principal construction 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:
  - i. Age
  - ii. Firm history(ies)
  - iii. Firm size(s)

- iv. Areas of specialty/concentration
  - v. Current firm workload(s) projected over the next two (2) years.
  - vi. Provide a list of any contracts 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:
- h. Identification of the single point of contact for the Offeror.
  - ii. An organization chart that shows the structure of that will be assigned to this Project, the reporting relationships and the manner in which those staff members will relate to other contractors and vendors working on the Project.
  - iii. A resource allocation chart (which shall not be cost loaded).
  - iv. 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. Identify other projects on which the proposed personnel are working, the level of effort required for each and the expected duration of each.

#### **D.6.5 Relevant Experience and Capabilities**

- A. List all multi-purpose sports and entertainment facilities projects that the Offeror has worked on in the last 5 years as well as all other projects that are similar to the Project. For purposes of this paragraph, "similar" shall mean projects where the Offeror has served as the lead design consultant where the cost of the work exceeded \$35 million. 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. Detailed descriptions of no more than eight (8) projects that best illustrate the Offeror's experience and capabilities relevant to this project. On each project description, please provide all of the following information in consistent order:
- i. Project name and location
  - ii. Name, address, contact person and telephone number for owner reference
  - iii. Brief project description including project cost, square footage, Offeror's scope of work, and key firm strengths exhibited

- iv. Identification of personnel involved in the selected project who are proposed to work on this project
- v. Project process and schedule data including construction delivery method, and construction completion date (any unusual events or occurrences that affected the schedule should be explained)
- vi. Renderings or photographs that show the interior and exterior of the project.

**D.6.6 Programing and Design Approach and Management Plan.** Each Offeror should submit a Programing and Design Approach and Management Plan that addresses the issues set forth in **Section C.4.4** of this RFP and discusses the key challenges and issues inherent in this engagement and explain how the Architect would overcome or mitigate them. The Management Plan should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided by Offeror to address these key challenges and issues.

**D. 6.7 Disclosures.** Each Offeror in its proposal response shall:

- (a) Certify in writing that it knows of no conflict between its interests and those of Events DC and it knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of Events DC;
- (b) Disclose whether the Offeror is involved in litigation against Events DC or the District of Columbia;
- (c) Disclose any existing condition or interest which might conflict with the interest, operation or reputation of Events DC; and
- (d) Agree to promptly update Events DC upon learning of facts or circumstances rendering inaccurate these disclosures.

**D.6.9 Representations, Certifications and Other Statements**

Each Offeror in its proposal response shall submit:

- (a) A completed W-9 Form;
- (b) A completed Tax Certification Affidavit (form located under the Attachments Tab in APEX); and
- (c) A completed Representations, Certifications, and Other Statements of Offerors form (located under the Attachments Tab in APEX).

**D.6.10 Exceptions.** The Offeror shall set forth any exceptions to the RFP or to the Form of Contract. Each exception shall be listed separately, followed by a detailed statement explaining the Offeror's justification for the exception. Review and acceptance of an exception and/or modification of the RFP shall be at the sole and absolute discretion of Events DC and shall be final. **Failure of the Offeror to request an exception shall be deemed a waiver of any and all future right to request such an exception.**

## **SECTION E – BIDDING PROCEDURES & PROTESTS**

### **E.1 Contact Person**

For information regarding this RFP please contact:

Events DC  
c/o Candace Butler, Senior Contracts and Procurement Manager  
801 Mount Vernon Place, NW  
Washington D.C. 20001

Email: [CButler@eventsdc.com](mailto:CButler@eventsdc.com)

Office Phone: (202) 249-3038

Any written questions or inquiries should be sent to Candace Butler at the address above.

### **E.2 Preproposal Conference**

A preproposal conference will be held on December 9<sup>th</sup>, 2015. The conference will be held in the Jarvis Boardroom at the Convention Center. Interested Offerors are strongly encouraged to attend.

### **E.3 Explanations to Prospective Offerors**

Each Offeror should carefully examine this Request for Proposals and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. 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 Events DC 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 should be directed to Candace Butler at the address listed in Section E.1 no later than the close of business on December 10, 2015. The person making the request shall be responsible for prompt delivery.

### **E.4 Retention of Submissions**

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

### **E.5 Examination of Submissions**

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.6 Late Submissions: Modifications**

- A. Any submission or best and final offer received at the office designated in this RFP after the exact time specified for receipt shall not be considered.
- B. Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to Events DC may be considered at any time it is received and may be accepted.
- C. Submissions shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of submissions.

#### **E.7 No Compensation for Preparation of Submissions**

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

#### **E.8 Rejection of Submissions**

Events DC reserves the right, in its sole discretion:

- A. To cancel this solicitation or reject all submissions.
- B. To reject submissions that fail to prove the Offeror's responsibility.
- C. To reject submissions that contain conditions and/or contingencies that in Events DC's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- D. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.

#### **E.9 Limitation of Authority**

Only Events DC shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the contract.

#### **E.10 Non-Responsive Pricing**

In general, Events DC will consider a proposal non-responsive if Offeror's price is greater than 150% of the median price submitted by other Offerors. Events DC reserves the right to deem a proposal non-responsive if Offeror's price is greater than 150% of the independent government estimate.

## **SECTION F – INSURANCE REQUIREMENTS**

### **F.1 Required Insurance**

The Architect selected for the Project will be required to maintain the following types of insurance throughout the life of the contract.

**F.1.1** Commercial general public liability insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than One Million Dollars (\$1,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and One Million Dollars (\$1,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage.

**F.1.2** Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than Two Million Dollars (\$2,000,000) combined single limit and aggregate for bodily injury and property damage.

**F.1.3** Workers’ Compensation at statutory limits and Employers Liability with a policy limit of not less than One Million Dollars (\$1,000,000).

**F.1.4** Professional Liability covering the Architect’s negligent acts, errors and omissions in its performance of professional services with policy limits of not less than Five Million Dollars (\$5,000,000) per claim and in the aggregate. The Architect shall maintain such coverage for a period of three (3) years after Substantial Completion of the Project is achieved.

**F.1.5** The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

### **F.2 Additional Insureds**

Each insurance policy shall be issued in the name of the Architect and Events DC shall be named as an additional insured party on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies. None of the insurance policies shall be cancelable or reduced without thirty (30) days prior written notice to Events DC.

### **F.3 Waiver of Subrogation**

All such insurance shall contain a waiver of subrogation against Events DC and its respective officers, agents and employees.

### **F.4 Insurers**

All insurance shall be placed with insurers that are reasonably acceptable to Events DC. All such insurers shall be licensed/approved to do business in the District of Columbia.

## SECTION G – SPECIFIC CONTRACT PROVISIONS

### G.1 Standard Contract Provisions

Events DC's Standard Contract Provisions (March, 2011) are an attachment to the Form of Contract included at **Attachment C**.

#### A. U.S. Department of Labor Wage Determinations

Offerors shall be bound by the current and applicable Wage Determination No. 2005-2103, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.), for the term of the Contract.

#### B. Freedom of Information Act

Events DC follows the District of Columbia Freedom of Information Act (“**FOIA**”), D.C. Code § 2-532 (a-3) by making available for inspection and copying any record produced or collected pursuant to a contract with a private contractor to perform a public function, to the same extent as if the record were maintained by Events DC. If the contractor receives a request for such information, the contractor shall immediately send the request to the COTR, who will provide the request to Events DC's FOIA Officer. If Events DC receives a request for a record maintained by the Architect pursuant to the Contract, the COTR will forward a copy to the Architect. In either event, the Architect is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. Events DC's FOIA Officer will determine the releasability of the records. Events DC will reimburse the Architect for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

#### C. Subcontractors

The Architect shall not subcontract any of its work or services to any subcontractor without the prior written consent of Events DC. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which Events DC will have the right to review and approve prior to its execution by the parties to such agreement. Any such subcontract shall specify that Architect and the subcontractor shall be subject to every provision of the Contract. Notwithstanding any such subcontract approved by Events DC, Architect shall remain liable to Events DC for all Architect's work and services required hereunder.