

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES**



**REQUEST FOR PROPOSALS
DESIGN-BUILD SERVICES
FOR
HILLCREST AQUATIC CENTER**

This solicitation is being set-aside for Offerors that are certified by the District of Columbia Department of Small and Local Business Development (“DSLBD”) as certified Small Business Enterprises (SBEs).

June 9, 2023

Solicitation Number: DCAM-23-CS-RFP-0014

Pre-Proposal Conference: **June 14, 2023, at 2:00 pm**
See Section 6.1 for details
[Click here to join the meeting](#)

Site Visit: **June 16, 2023, at 10:30 am**
3100 Denver Street SE
Washington, DC 20020

Questions Due Date: **June 23, 2023, at 4:00 pm**

Proposals Due Date: **July 10, 2023, at 4:00 pm**

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PART 1 - PROJECT INTRODUCTION AND INSTRUCTIONS FOR OFFERORS

1.0 Procurement Overview

The District of Columbia (“District”) Department of General Services (the “Department” or “DGS”), on behalf of the Department of Parks and Recreation (“DPR”), is issuing this Request for Proposals (“RFP”) to solicit design-build proposals (“Proposal(s)”) from offerors (“Offeror(s)”) interested in serving as the design-builder (the “Design-Builder” or the “Contractor”) for the modernization of Hillcrest Aquatic Center located at 3100 Denver Street SE, Washington, DC 20020. The purpose of this RFP is to determine which Offeror will be awarded the Design-Build contract (“Agreement”, “Design-Build Agreement” or “Contract”) for the Project.

1.1 Project Overview and Background

The Department anticipates awarding a design-build contract to the Offeror whose Proposal is most advantageous to the District pursuant to the evaluation and award criteria in Part 3. The Project includes full design and construction services for a new aquatic facility for DPR that is adjacent to the existing Hillcrest Recreation Center.

This standalone facility shall include a 25 yard pool with at least 6 swimming lanes that are suitable for swimming competitions. The facility shall also include an indoor splash park, locker rooms, restrooms, lifeguard office and family changing rooms.

Aerial view showing the proposed location of Hillcrest Aquatic Center Addition



Included in this RFP are the following reference documents for additional clarification:

- Attachment A1**– DPR Hillcrest Indoor Aquatic Center Design Inspiration
- Attachment A2** – Hillcrest Recreation Center 2015 Renovation Drawings
- Attachment A3** – Specifications for Recreation Center Facilities
- Attachment A4** – DGS Project Closeout Protocol
- Attachment A5** – OCTO Standards and Practices for Communications Environments
- Attachment A6** - DPR Signage Template
- Attachment A7** – DPR Lighting Guidelines

The Project consists of the following:

1.1.1 Project Sustainability Requirements

LEED Construction Code requirements: The Project shall be designed in such a way to incorporate, at a minimum, LEED Silver principles. Evaluation will be required to determine if the level of construction qualifies for LEED certification. The Design-Builder will be responsible for applying for and achieving LEED Silver Certification.

1.1.1.1 Solar-Readiness Requirements: The Design-Builder shall make the Project solar-ready by running electrical conduit for future solar locations on roofs and/or facades and building steel canopies to support solar in the future in consultation with the Department’s solar owner representative. Solar panel and inverter material and labor costs shall remain outside of the Design-Builder’s scope.

1.1.2 Artwork: Furnish and install commissioned artwork as required by DGS/DPR. Selected artist/artwork shall be local to the District of Columbia.

1.1.3 Furnishings - Site: Furnish and install benches, fencing, signage, trashcans, bike racks, hand sanitizing stations, and drinking fountains as applicable and as directed by DGS/DPR.

1.1.4 Furnishings - Interior: Furnish and install furniture, fixtures, and equipment for interior spaces as applicable and as directed by DGS/DPR.

1.1.5 Exterior Landscaping:

1.1.5.1 Furnish and install new ground cover plantings such as shrubs and native plantings at locations to be determined by DGS and DPR.

1.1.5.2 Conduct invasive cleanup, stump removal/root grinding as necessary.

1.1.5.3 Coordinate tree requirements for this site with District Department of Transportation - Urban Forestry Division (“UFD”).

1.1.5.4 Provide arborist service for tree protection. The arborist shall evaluate the condition of the existing trees prior to design, and throughout the Project, including during construction. Extensive coordination with the UFD will be required, to maintain the health of the existing trees.

1.1.5.5 A minimum of three (3) meetings with UFD (including on-site meetings) shall be planned. Tree protection, as directed by UFD, in coordination with the arborist, shall be employed throughout the Project.

1.1.6 Indoor Pool:

1.1.6.1 Furnish and install an indoor pool that is compliant with ADA accessibility standards

1.1.6.2 Pool shall be provided with a beach entry.

1.1.6.3 Lifeguard chairs should be provided as required by code.

1.1.6.4 Indoor pool shall include an indoor splash park with splash elements similar to what's shown in the design inspiration in **Attachment A1**.

1.1.6.5 Indoor pool shall have a minimum of six (6) swimming lanes that are 25 yards in length.

1.1.6.6 Facility shall include a first aid office and lifeguard office.

1.1.6.7 The Design-Builder shall utilize a pool sand filter system in the pool equipment/chemical room.

1.1.6.8 Pool deck shall include linear drains to capture pool water on the surface.

1.1.6.9 Pool shall be designed and installed in compliance with DC Health regulations.

1.1.6.10 HVAC system serving the pool shall include a Rooftop Air Handling Unit.

1.1.6.11 The Contractor to provide a BAS system that is compatible with the DGS monitoring system.

1.1.6.12 Indoor pool HVAC system shall be designed and installed to comply with all requirements from the applicable codes, including but not limited to IECC/ASHRAE/ANSI/IESNA codes.

1.1.6.13 Indoor pool HVAC system shall be designed to sustain proper heating, cooling and moisture levels.

1.1.6.14 Pool HVAC system shall have an operable system that's easily accessible to DPR staff upon Turnover of the project.

- 1.1.6.15** Pool storage/chemical room shall have a double door accessible entry for routine chemical deliveries. Entry must be adjacent to a service road for easy vehicular access.
- 1.1.6.16** All structural steel within the pool area shall be protected by high performance coatings.
- 1.1.6.17** All steel deck shall be galvanized and receive shop applied primer.
- 1.1.6.18** All partitions within the pool environment shall receive high performance coatings, including areas above ceilings.
- 1.1.7 Outdoor Lighting:** Provide outdoor lighting for outdoor spaces including pedestrian paths and vehicular paths as required.
- 1.1.8 Indoor Requirements:**
- 1.1.8.1** Facility shall include locker rooms, family changing rooms, bathrooms, pool storage/chemical room, lifeguard office room, mechanical room, electrical room and lobby.
- 1.1.8.2** Facility shall include a readily accessible section to house life jackets.
- 1.1.9 Utilities:** Utility installation, including electric, gas, and storm-water management as required by the District Department of Energy & Environment.
- 1.1.10 Exterior Signage:** Provide all labor and materials to furnish and install DPR standard signs that reflects language for Park Rules and notification of a Drug Free Zone, Pool Name signage.
- 1.1.11 Interior Signage:** Provide all labor and materials to furnish and install standard wayfinding signs. The Design-Builder shall need to consider all DGS and DPR Building Standards, standard graphics, and language for interior wayfinding signage.
- 1.1.12 Security System:** Provide design-build services to coordinate with DGS Protective Services Division and OCTO to incorporate site security, low voltage and communications requirements. The Design-Builder shall consider OCTO requirements.
- 1.1.13 U.S. Green Building Council LEED® Silver:** DGS has committed to a minimum target of U.S. Green Building Council LEED® Silver Certification for new building construction. This requires the achievement of several mandatory prerequisites and a minimum of 50 credit points across seven primary categories. The team aspires to achieve the highest LEED® certification level possible for this project while investing in strategies that result in the most positive impact and economy. A preliminary LEED scorecard review indicates that silver certification is achievable.
- 1.1.14 American Disabilities Act:** Design-Builder shall meet 2010 ADA standards and the requirements of the Office of Disability Rights. The work must comply with current

accessibility guidelines and criteria; American Disabilities Act/American Disabilities Act Accessibility Guidelines (ADA/ADAAG), International Building Code IBC 2012, Local/State Codes, 504 Rehabilitation Act of 1973, Title 2 of the ADA Act.

1.2 Reserved

1.3 Project Budget and Funding Limitations

The Department is allocating a budget of \$15,000,000.00 for this Project (“Project Budget”) for full services of design, construction, public art, inspections, and furniture, fixtures, and equipment (“FF&E”). The Offeror shall be expected to execute the design and construction work in accordance with the available funding. Accordingly, Offerors are to base their Proposals on the approved budget. The Department requires that this Project will start upon execution of Notice to Proceed (“NTP”) issued by the Contracting Officer (“Contracting Officer” or “CO”).

1.4 Compensation

The Design-Build Agreement will be a cost-plus fixed fee with a guaranteed maximum price (“Guaranteed Maximum Price” or “GMP”) type contract. The form of Agreement (“Form of Contract”) is attached to the RFP as **Attachment M**. Offerors are not required to submit trade costs or a proposed GMP with their Proposals. Those costs will be developed later in the Project in accordance with the procedures set forth in **Part 2** of this RFP.

1.5 Milestones and Substantial Completion Date

The Project shall be completed as follows:

1.5.1 The Substantial Completion Date is May 23, 2025 (“Substantial Completion Date”).

For the avoidance of doubt, “Substantial Completion” is defined as follows:

- A. The Project’s construction and installation work have been completed with only minor punch list items remaining to be completed;
- B. The Project has obtained a DOB Certificate of Occupancy and all other required permits or approvals have been obtained;
- C. All Operation and Maintenance Manuals have been finalized, submitted, and approved per **Attachment A4** of the RFP; per Section 2.2.1.2 all Operations and Maintenance Manuals shall be submitted to the Department six months prior to Substantial Completion;
- D. Required training per **Attachment A4** have been scheduled within thirty (30) days before the Substantial Completion Date; the Design-Builder shall provide final videotaped recordings within thirty (30) days of the Substantial Completion Date;
- E. Draft Warranties have been submitted and approved per Section 2.9.3 of the RFP;
- F. The Project has obtained DC Department of Health (DOH) approval of the pool facility;
- G. The facility and site have been deep cleaned and cleared of any construction debris;
- H. The Project is ready for the Department and DPR to use it for its intended purpose;

- I. All equipment, supplies, materials and items to be installed have been installed in accordance with the manufacturer’s specifications and industry standards and have undergone and passed the requisite testing and inspections; and
- J. Commissioning is complete and a final punch list is documented with completion dates established per Section 2.9.1 of the RFP.

The Design-Builder shall be expected to maintain the facility, even if the conditions of the Substantial Completion have been met, until achieving Final Completion. The responsibility of maintaining the facility is part of the budget outlined in **Section 1.3**. Maintenance shall be done according to the Maintenance and Operations Plan that will be developed during the Design Phase.

1.5.2 The Final Completion Date is June 27, 2025 (“Final Completion Date”).

For the avoidance of doubt, “Final Completion” is defined as follows:

- A. All punch list items are completed within the timeframe specified per Section 2.9.1 of this RFP (within 60 days of Substantial Completion);
- B. All Trainings are completed per Section 2.9.2 of this RFP (within 30 days of Substantial Completion);
- C. All Final Warranties are completed;
- D. The Design-Builder has removed all materials, debris, and equipment from the site; and
- E. All remaining turnover requirements per **Attachment A4** (Turnover Manual) of this RFP are complete.
- F. All buy-out records, contingencies, and allowances balance reports are submitted

1.5.3 The Administrative Completion Date is December 19, 2025 (“Administrative Completion Date”).

For the avoidance of doubt, “Administrative Completion” is defined as follows:

- A. All invoicing is complete;
- B. LEED and any other applicable certificates are complete; and
- C. The Eleven (11) Month Walk is complete per Section 2.9.4 of this RFP.

1.6 Project Delivery Method and Schedule

The Department intends to implement the Project through a design-build approach. The scope of work for the Project (“Scope of Work”) will be divided into two phases: (i) the design and preconstruction phase; and (ii) the Construction Phase.

During the Design and Preconstruction Phase, the Design-Builder, in consultation with the Department, will be required to (i) develop and advance the design in accordance with the Department’s programming requirements to permit drawings/specifications and submit for permit(s); (ii) progress the permit drawings/specifications for the Project to construction documents (“Construction Documents”); (iii) be responsible for and participate in any ongoing community engagement process; and (iv) develop an early funding release package and a GMP

for the Project. In developing the GMP, the Design-Builder will be required to obtain quotes from trade subcontractors based on the approved design documents. The process by which the GMP will be formed is more fully described in the Agreement. Construction and construction administration services for early authorized work may also occur.

During the Construction Phase, the Design-Builder, in consultation with the Department, will be required to provide construction and construction administration services to construct the new aquatic center.

The Project shall be completed and available for occupancy by DPR by the Substantial Completion Date.

1.7 Department Designated Point of Contact

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

Name: Shafi Anwary
Title: Contract Specialist
Department of General Services
Contracts and Procurement Division
Mailing address: 3924 Minnesota Avenue, NE, 5th Floor
Washington, DC 20019
Email: shafi.anwary@dc.gov

The Department disclaims the accuracy of information derived from any source other than 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 the Proposal. Written communications to the Department from Offerors shall specifically reference the correspondence as being associated with **Design-Build Services for Hillcrest Aquatic Center, RFP No. DCAM-23-CS-RFP-0014**.

1.8 Design-Builder Designated Point of Contact

All Offerors responding to this RFP shall provide the name, address, phone number, and email address of their designated point of contact to the Department's POC as part of its Proposal, as noted in **Section 1.7**. Offerors shall notify the Department of any changes in the Offeror's designated point of contact's information. Notification of change(s) may be communicated by email and shall be as soon as practicable following the event(s) causing the change(s). Failure to identify a designated point of contact in writing may result in the Offeror failing to receive post-bid addenda or other important communications from the Department, for which the Department shall not be responsible.

1.9 Procurement Schedule and Project Milestones

The Department anticipates conducting the procurement of the Project in accordance with the following list of milestones leading to the award of the Agreement. The schedule is subject to revision and the Department reserves the right to modify this schedule as it finds necessary, in its sole discretion.

1.9.1 RFP Schedule

RFP Advertisement	June 9, 2023
Pre-Proposal Conference	June 14, 2023 at 2:00 PM
Site-Visit	June 16, 2023 at 10:30 AM
RFP Questions due to the Department	June 23, 2023 at 4:00 PM
Proposal Due Date	July 10, 2023 at 4:00 PM
Notice of Award	August 18, 2023
Notice to Proceed/Letter Contract	August 31, 2023

1.9.2 Project Schedule

The Department has established the following milestones for the Agreement completion dates for the Project, and Offerors shall base their Proposals on such milestones.

The Department has established the following preliminary milestone dates for the design phase based on a NTP date of August 31, 2023. While the Department is amenable to shifting the interim design milestones dates, the Department requires that the permit documents, which will serve as the basis for the Design-Builder's GMP, be completed no later than **31 weeks from NTP**. Any shift in the interim design milestones dates must be approved by DGS and must provide for the durations for DPR and DGS design reviews reflected in the milestone interim schedule below.

Activity/Milestone	Weeks from NTP
Concept Design Submission	5
Concept Design Review	7
Schematic Design Submission	14
Design Development Submission	21
Design Development Review	23
Permit Document Submission	31
Trade Bidding	36
Design-Builder's GMP	31
Construction Drawings	35
GMP Finalized	38
Construction Start	39
Substantial Completion	May 23, 2025
Final Completion	June 27, 2025
Administrative Completion	December 19, 2025

The Substantial Completion Date shall be no later than the timeframe set forth in **Section 1.5**. If an Offeror proposes a Substantial Completion Date earlier than that shown in **Section 1.5** and the Department agrees to such proposed timeframe, such proposed date will be deemed by the Department as the contractual Substantial Completion Date for Agreement for all purposes, including liquidated damages.

1.10 Selection Criteria

Proposals will be evaluated in accordance with **Part 3** of this RFP.

1.11 Economic Inclusion

The Department requires that Local, Small and Disadvantaged Business Enterprises (“LSDBE”) participate in this Project as fully described in **Part 4** of this RFP.

In addition to LSDBE participation as described in **Part 4** of the RFP, the Department requires that District residents participate in the Project to the greatest extent possible.

1.12 RFP Documents

The documents included in this RFP consist of this RFP in all of its parts, all addenda, attachments and exhibits contained or identified in the RFP’s sections (collectively, the “RFP Documents”). Each Offeror shall review the RFP Documents and provide questions or requests for clarification, including but not limited to terms that it considers to be ambiguous or to which it takes exception. Such questions or requests for clarification will be submitted to the Department’s POC within the time specified in **Part 1, Section 1.9.1** of this RFP. The Department will review all questions and/or requests for clarification received and, if it deems appropriate, in its sole discretion, may modify the RFP Documents through one or more addenda. Offerors shall base their Proposals on the terms and conditions of the RFP Documents included in all addenda issued.

1.13 Obligation to Meet All of the Requirements of the RFP Documents

If awarded the Agreement, the Design-Builder will be obligated to meet all of the requirements of the RFP Documents for the Project Budget, Project Schedule and within the Agreement schedule.

1.14 Offeror’s Pre-Proposal Responsibilities and Representations

Each Offeror shall be solely responsible for examining the RFP Documents, including any addenda issued to the RFP, and any and all conditions which may in any way affect the Offeror’s Proposal or the performance of the Work on the Project, including but not limited to:

- a) Examine and carefully study the RFP Documents, including any addenda and other information or data identified in all of the RFP Documents;

- b) Visit the Project site and become familiar with and satisfy itself as to the general, local, and site conditions that may affect the fees required to be submitted with the Offeror's Proposal;
- c) Address all potential impacts with third parties and ensure all such impacts have been included in the Offeror's Proposal;
- d) Become familiar with and aware of all federal, state, and local laws and regulations that may affect the cost, progress, or performance of its work on the Project;
- e) Determine that the RFP Documents are sufficient to indicate and convey an understanding of all terms and conditions for the performance of the Offeror's work on the Project; and
- f) Notify the Department in writing of all conflicts, errors, ambiguities, or discrepancies that the Offeror discovers in the RFP Documents.

Any failure to fulfill these responsibilities is at the Offeror's sole risk and no relief will be provided by the Department.

PART 2 - PROJECT REQUIREMENTS

2.0 Scope of Work

Under this RFP, the Department will engage a Design-Builder to provide any and all design and construction services required to design and complete the Project. The Project shall be complete, operating and ready for use on or before the Substantial Completion Date and within the Project's budget as specified in **Part 1, Section 1.3** and **Section 1.5** of this RFP.

The Design-Builder shall provide all necessary labor, tools, equipment, materials, supervision and other services necessary to complete the design and construction for the Aquatic Addition of the **Hillcrest Recreation Center**, located at **3100 Denver Street SE, Washington, DC 20020**.

Generally, the Design-Builder's responsibilities shall include, but will not be limited to, the following:

- a) To confirm the design and construction of the Project in accordance with the RFP Documents, including all applicable attachments.
- b) To provide all design, construction, and construction management services necessary to implement the goals of the Project inclusive of, but not limited to, the following: civil, architectural, landscape, pool, electrical, structural, plumbing and mechanical design services as required for the Project; construction management services inclusive of budgeting, value engineering ("Value Engineering"), scheduling, Project phasing, Project administration, management, and coordination of subcontractors.
- c) To conduct subsurface investigation work as required for the Project.
- d) To furnish and provide all materials, management, personnel, equipment, hazardous material abatement, supervision, labor and other services necessary to complete the Project.
- e) To provide the necessary design, consultants and documentation for all permitting, zoning, historic preservation and US Commission of Fine Arts approvals.

2.1 Design-Builder's Duties; General Intent

- a) The Design-Builder will be required to work with the Department and DPR through a collaborative design process to advance the programmatic Specs to a fully realized Project in accordance with the available Project Budget. The Design-Builder will be required to engage in extensive preconstruction efforts to ensure that the design is developed in a manner consistent with the Department's goals for the Project (e.g., programmatic, budgetary, schedule and quality); and to develop a comprehensive Project phasing; to solicit competitive trade bids for the construction work and to develop an acceptable guaranteed maximum price and corresponding scope and schedule for the work; and to implement the requisite construction and other work necessary no later than **April 25, 2025**. The Design-Builder will be required to provide a "turn-key" Project ready for occupancy by DPR and shall be responsible for all items of cost except for those items set forth in **Section 2.13** of this RFP.
- b) The following items are also part of the programmatic and overall scope of work requirements.

- i. **Artwork:** Furnish and install commissioned artwork as required by DGS/DPR. Selected artist/artwork shall be local to the District of Columbia.
- ii. **Furnishings - Site:** Furnish and install benches, fencing, signage, trashcans, bike racks, hand sanitizing stations, and drinking fountains as applicable and as directed by DGS/DPR.
- iii. **Furnishings - Interior:** Furnish and install furniture, fixtures, and equipment for interior spaces as applicable and as directed by DGS/DPR.
- iv. **Exterior Landscaping:**
 - i. Furnish and install new ground cover plantings such as shrubs and native plantings at locations to be determined by DGS and DPR.
 - ii. Conduct invasive cleanup, stump removal/root grinding as necessary.
 - iii. Coordinate tree requirements for this site with DDOT Urban Forestry Division.
 - iv. Provide arborist service for tree protection. The arborist shall evaluate the condition of the existing trees prior to design, and throughout the Project, including during construction. Extensive coordination with the UFD will be required, to maintain the health of the existing trees.
 - v. A minimum of three (3) meetings with UFD (including on-site meetings) shall be planned. Tree protection, as directed by UFD, in coordination with the arborist, shall be employed throughout the Project.
- v. **Indoor Pool:**
 - i. Furnish and install an indoor pool that is compliant with ADA accessibility standards.
 - ii. Pool shall be provided with a beach entry.
 - iii. Lifeguard chairs should be provided as required by code.
 - iv. Indoor pool shall an indoor splash park with splash elements similar to what's shown in the design inspiration in **Attachment A1**.
 - v. Indoor pool shall have a minimum of six (6) swimming lanes that are 25 yards in length.
 - vi. Facility shall include a first aid office and lifeguard office.

- vii. Design-Builder shall utilize a pool sand filter system in the pool equipment/chemical room
- viii. Pool deck shall include linear drains to capture pool water on the surface.
- ix. Pool shall be designed and installed in compliance with DC Health regulations.
- x. HVAC system serving the pool shall include a Rooftop Air Handling Unit.
- xi. Contractor to provide a BAS system that is compatible with the DGS monitoring system.
- xii. Indoor pool HVAC system shall be designed and installed to comply with all requirements from the applicable codes, including but not limited to IECC/ASHRAE/ANSI/IESNA codes.
- xiii. Indoor pool HVAC system shall be designed to sustain proper heating, cooling and moisture levels.
- xiv. Pool HVAC system shall have an operable system that's easily accessible to DPR staff upon Turnover of the project.
- xv. Pool storage/chemical room shall have a double door accessible entry for routine chemical deliveries. Entry must be adjacent to a service road for easy vehicular access.
- xvi. All structural steel within the pool area shall be protected by high performance coatings.
- xvii. All steel deck shall be galvanized and receive shop applied primer.
- xviii. All partitions within the pool environment shall receive high performance coatings, including areas above ceilings.
- vi. **Outdoor Lighting:** Provide outdoor lighting for outdoor spaces including pedestrian paths and vehicular paths as required.
- vii. **Indoor Requirements:**
 - i. Facility shall include locker rooms, family changing rooms, bathrooms, pool storage/chemical room, lifeguard office room, mechanical room, electrical room and lobby.
 - ii. Facility shall include a readily accessible section to house life jackets.

- viii. **Utilities:** Utility installation, including electric, gas, and storm-water management as required by the District Department of Energy & Environment.
- ix. **Exterior Signage:** Provide all labor and materials to furnish and install DPR standard signs that reflects language for Park Rules and notification of a Drug Free Zone, Pool Name signage.
- x. **Interior Signage:** Provide all labor and materials to furnish and install standard wayfinding signs. The Design-Builder shall need to consider all DGS and DPR Building Standards, standard graphics, and language for interior wayfinding signage.
- xi. **Security System:** Provide design-build services to coordinate with DGS Protective Services Division and OCTO to incorporate site security and low voltage requirements. The Design-Builder shall consider OCTO requirements included in **Attachment A5**.
- xii. **U.S. Green Building Council LEED® Silver:** DGS has committed to a minimum target of U.S. Green Building Council LEED® Silver Certification for new building construction. This requires the achievement of several mandatory prerequisites and a minimum of 50 credit points across seven primary categories. The team aspires to achieve the highest LEED® certification level possible for this project while investing in strategies that result in the most positive impact and economy. A preliminary LEED scorecard review indicates that silver certification is achievable.
- xiii. **American Disabilities Act:** Design-Builder shall meet 2010 ADA standards and the requirements of the Office of Disability Rights. The work must comply with current accessibility guidelines and criteria; American Disabilities Act/American Disabilities Act Accessibility Guidelines (ADA/ADAAG), International Building Code IBC 2012, Local/State Codes, 504 Rehabilitation Act of 1973, Title 2 of the ADA Act.

2.2 Design and Preconstruction Phase

2.2.1 Initial Deliverables

The Preconstruction Phase will start from the issuance of the NTP through the execution of the GMP amendment (“GMP Amendment”). The Department will issue a Notice to Proceed for preconstruction services (the “Preconstruction NTP” or “Letter Contract”), attached hereto as **Attachment N**. Offerors are advised that they are required to submit their Proposals premised upon agreeing to the terms of the Preconstruction NTP. To the extent there are any ambiguities or inconsistencies between this RFP, the Standard Contract Provisions and the Preconstruction NTP, the order of precedence shall be: the Standard Contract Provisions; Preconstruction NTP; and the RFP. **A Proposal that identifies or describes changes or exceptions to the Standard Contract Provisions or the Preconstruction NTP may be deemed non-responsive.**

The Design-Builder's initial task will be to develop a concept design and budget for the Project. As part of this effort, the Design-Builder shall prepare and provide the following initial deliverables:

2.2.1.1 Baseline Schedule. Within twenty-one (21) days after the Preconstruction NTP is issued, the Design-Builder shall prepare and submit a Baseline Schedule for the Project (the "Baseline Schedule"). The Baseline Schedule shall be subject to review and approval by the Department and the Design-Builder shall incorporate such adjustments to the Baseline Schedule as may be reasonably requested by the Department. The Baseline Schedule shall be prepared in a critical path method ("CPM") in a sufficient level of detail to permit the Department and the Design-Builder and any other affected parties to properly plan the Project. The Baseline Schedule shall show: (i) key design milestones and bid packages; (ii) release dates for long lead items; (iii) release dates for key subcontractors; and (iv) Substantial and Final Completion Dates. The Baseline Schedule shall include durations and logic ties for those building systems that the Design-Builder is recommending for replacement. The Baseline Schedule must also be submitted in Primavera 6 native format and shall be updated by the Design-Builder, at a minimum, on a bi-weekly basis.

2.2.1.2 Concept Design. The first phase of the Project will include the preparation of a concept design and program development. No later than three (3) weeks after the Preconstruction NTP is issued, the Design-Builder shall prepare and submit a proposed concept design for the Project. The concept design shall contain at least the level of detail contemplated in standard industry practice and shall contain such detail as is typically required for a concept design under standard industry practice. The Department shall have the right to disapprove the concept design submittal for any reason. Following review of the concept design submission by DPR and the Department, the Design-Builder shall make revisions to the concept design submission as necessary to incorporate comments, feedback and other direction provided by DPR and the Department. The Design-Builder's pricing shall assume that such revisions will be required, and such revisions shall not entitle the Design-Builder to additional compensation. The concept design services shall include but are not limited to the following:

- a. Conduct meetings with DGS representatives to confirm program and verify facility requirements.
- b. Conduct community focus meeting to develop programming and solicit input.
- c. Conduct life safety/building code analysis to verify compliance of design with all current applicable codes recently adopted and/or adopted by Washington, DC, including the latest District of Columbia Building Code, the latest District of Columbia Green Construction Code, the latest District of Columbia Energy Conservation Code, the latest District of Columbia Fire Code, the latest District of Columbia Mechanical Code, and the latest District of Columbia Plumbing Code.
- d. Participate in Value Engineering workshops, as required, with the DGS representatives.
- e. Prepare and submit Environmental Impact Screening Form ("EISF").
- f. Survey existing site to confirm locations and types of hazardous materials to be abated or mitigated.

- g. Conduct a complete survey of the site as required to successfully complete renovation. At a minimum, the survey shall include existing condition of the site and documentation of existing condition. The Design-Builder shall be responsible for the collection, assessment, and verification of existing conditions.
- h. Confer with the Department's IT representatives/consultants to verify technological requirements for the Project.
- i. Renovation and new construction should be designed to qualify for LEED Silver certification.

2.2.1.3 Preliminary Budget Estimate. Concurrently with the delivery of the concept design, the Design-Builder shall submit a detailed cost estimate of the proposed design (such estimate, the "Preliminary Budget Estimate") in excel format. The Preliminary Budget Estimate shall be prepared on a "system" basis that identifies the key systems or functions and allocates an estimated cost for each such system. The Design-Build Fee, the cost of general conditions, and contingencies shall be broken out in separate line items. The primary purpose of the Preliminary Budget Estimate is to aid the Department and DPR in understanding the costs associated with key elements of the Project to better prioritize and manage the use of the funding allocated to this Project.

2.2.1.4 Baseline Budget and Program. The Department shall provide the Design-Builder with a baseline budget and program and comments on the concept design. Such approval shall be provided (or signed by) the Department's Deputy Director for Capital Construction (the "Deputy Director"). In the event the Design-Builder does not receive such approval within fourteen (14) days after submitting the Preliminary Budget Estimate, it shall so advise the COTR, the Deputy Director and the contracting officer ("Contracting Officer" or "CO") in writing of such failure and request direction. If the Design-Builder fails to provide such notice, the Design-Builder will be proceeding at its own risk and will be responsible for any redesign costs associated with budget revisions.

2.2.1.5 Construction Management Plan. The Design-Builder shall submit a draft of its construction management plan ("Construction Management Plan") within fourteen (14) days after the Preconstruction NTP is issued to include, but is not limited to, noise control, hours for construction and deliveries, truck routes, trash and debris removal plan, traffic and parking control, communications procedures, emergency procedures, quality control procedures, dust control, public street cleaning and repair, planned occupancy of public ways, erosion control, tree protection plan, vibration monitoring, temporary fire protection measures, Project signage, pest control, construction staging plan, and construction logistics plan.

2.2.1.6 Additional Preconstruction Services. In addition to those items enumerated above, the Design-Builder shall provide such preconstruction services as are necessary to properly advance the Project. These services shall include, but are not limited to, scheduling, estimating, shop drawings, the ordering of long-lead materials, condition assessments, conservator studies, archeological studies, recommended testing, additional geotechnical testing, and monitoring of historic assets.

2.2.1.7 Disincentive Fee for Failure to Timely Submit Deliverables. The Design-Builder acknowledges that the Department is engaging the Design-Builder to provide an extensive level of preconstruction support services to minimize the potential for cost overruns, schedule delays or the need for extensive Value Engineering/re-design late in the Project and that the deliverables required under this **Section 2.2.1** are key to identify the value of such services. In the event the Design-Builder fails to deliver any of the deliverables required in **Section 2.2.1** (and unless such failure is the result of any event of Force Majeure), the Design-Builder shall be subject to a disincentive fee in an amount of Two Thousand Five Hundred Dollars (\$2,500), plus Two Hundred and Fifty Dollars (\$250) per day after receiving written notice from either the COTR or the Contracting Officer of failure to submit such deliverables.

2.2.2 Design Management

Between the time the Preconstruction NTP is issued and the time the GMP is accepted by the Department, the Design-Builder shall use commercially reasonable best efforts to ensure that: (i) the design evolves in a manner that is consistent with the Department's budget and programmatic requirements, as the same were defined and established by the Department at the end of the concept design; (ii) the design work is properly coordinated; and (iii) the required design deliverables are produced on or before the dates contemplated in the Project schedule. As part of this undertaking, the Design-Builder shall provide the following:

2.2.2.1 Schematic Design. The Design-Builder shall prepare a schematic design that is a logical development of the approved concept design and is consistent with the Department's schedule, budget which includes both soft and hard costs (i.e. design to budget of \$15 million) and programmatic requirements. The schematic design shall contain at least the level of detail contemplated in standard industry practice and shall contain such detail as is typically required for a schematic design under standard industry practice. The design submittal shall specifically identify any deviations from the approved concept design and shall explain the rationale, cost and time implications associated with such deviation. The Department shall have the right to disapprove the schematic design submittal for any reason. Following review of the schematic design submission by DPR and the Department, the Design-Builder shall make revisions to the schematic design submission as necessary to incorporate comments, feedback and other direction provided by DPR and the Department. The Design-Builder's pricing shall assume that such revisions will be required, and such revisions shall not entitle the Design-Builder to additional compensation.

In general, the Design-Builder shall be required to undertake the following tasks during this phase:

- a. Further develop conceptual plans and incorporate design changes.
- b. Conduct community meetings to solicit input and keep constituents informed throughout the development of the Project.
- c. Prepare necessary presentation materials (renderings and models) to communicate design intent and obtain approval of design direction.
- d. Continue development of phasing plan based on the approved CD, to accommodate the Project's needs.

- e. Submit an early estimate for the modernization with a magnitude of error of Not-to-Exceed +/- 10% of the Project hard cost budget.
- f. If it is necessary for Project early inquiry with Public Utility Companies PEPCO and Washington Gas as well as Verizon should be conducted.
- g. Conduct DOEE, Department of Buildings, DDOT, and DC Water Preliminary Design Review meetings.
- h. Renovation and new construction should be designed to qualify for LEED Silver certification.

2.2.2.2 Schematic Budget Update. Concurrent with submission of the schematic design, the Design-Builder shall submit a budget update. The budget update shall be submitted in the same format as the Preliminary Budget Estimate and shall show variations from Preliminary Budget Estimate. To the extent the budget update shows an overrun from the approved budget, the Design-Builder shall submit Value Engineering suggestions that would return the Project to budget. Only the Department shall have the authority to increase the Project budget, and absent such direction, the Design-Builder shall proceed on the assumption that the budget remains as originally directed by the Department.

2.2.2.3 Constructability/Sole Source/Long-Lead Time Memorandum. Concurrently with the Schematic Design Budget Estimate, the Design-Builder shall prepare a memorandum identifying key construction concerns related to the Project. Such memorandum shall: (i) assess the constructability issues related to the Project, including site logistics; (ii) identify any items where the design is predicated on a single manufacturer and, if so, identify at least two (2) comparable products; and (iii) identify any long-lead delivery items that could adversely affect the schedule contemplated in this RFP. To the extent any such long-lead items are identified, the memorandum shall make recommendations for addressing such items.

2.2.2.4 Design Development. The Design-Builder shall prepare a set of design development documents (“Design Development Documents” or “DDs”) that is a logical development of the approved schematic design, along with any oral or written feedback provided by the Department, and is consistent with the Department’s schedule, budget and programmatic requirements. The Design Development Documents shall contain at least the level of detail contemplated in standard industry practice and shall contain such detail as is typically required for a schematic design under standard industry practice. The design submittal shall specifically identify any deviations from the approved schematic design and shall explain the rationale and cost implications associated with such deviation. The Department shall have the right to disapprove the Design Development Documents submittal for any reason.

The specific services required during this phase are:

- a. Select and draft outline specifications for materials, systems, equipment.
- b. Develop detailed and dimensioned plans, sections, and schedules.
- c. Complete code compliance analysis and drawing.
- d. Confirm space-by-space equipment layouts with representatives from DGS.
- e. Conduct follow up meetings with agencies as required.

- f. Coordinate furniture, fixtures, and equipment requirements (“FF&E”). Design documents should be sufficient to provide for the purchase and installation of FF&E for a functional aquatic center for both youth and adult ages.
- g. Present the design to CFA, HPO, Office of Planning, and other regulatory agencies as required.
- h. The Design-Builder is responsible for coordinating with sub-consultants for storm water management, and other specialized work, as necessary.
- i. Renovation and new construction should be designed to qualify for LEED Silver certification.

2.2.2.5 Permits. The Design-Builder shall be responsible for preparing and submitting all of the required permit applications that are necessary to complete the Project, including trade permits. The Design-Builder shall develop a list of the required permits and shall track the progress of all such permits through the review process. The Design-Builder shall update the Department with the status of each permit that is required for the Project. The Design-Builder shall engage such permit expeditors as the Design-Builder deems necessary or appropriate in light of the Project’s schedule.

2.2.2.6 Entitlements. The Design-Builder shall prepare such materials and make such presentations as are necessary to obtain the required land use and entitlement approvals. Approvals may be required from (i) the Office of Zoning, (ii) OP, and (iii) the CFA.

2.2.3 GMP Formation

The Design-Builder shall provide the Department with a Guaranteed Maximum Price based on the Permit Documents. The GMP shall be agreed upon in the manner set forth in this **Section 2.2.3.**

2.2.3.1 Develop Offeror/ Bidders List. Within fifteen (15) days after the completion of the schematic design, the Design-Builder shall submit to the Department for its review and approval a written submission on the proposed subcontractor bidding procedures. These procedures shall include: (i) a list of proposed trade packages; (ii) a list of trade subcontractors that will be invited to bid on each such package; and (iii) a narrative description of the process. At least three (3) potential subcontractors shall be identified for each trade package. In addition to the information normally required in such bids, the Design-Builder shall also require subcontractors to provide an estimate of the percentage of labor hours performed in completing the subcontracted work that will be performed by District residents. A copy of this deliverable shall be provided to both the COTR and the Contracting Office.

2.2.3.2 Manage Bidding Process. The Design-Builder shall manage the trade bidding process in accordance with the approved bidding procedures and shall use commercially reasonable best efforts to obtain at least three (3) qualified and bona fide bids for each trade package in excess of One Hundred Thousand Dollars (\$100,000). The Design-Builder shall carefully document its procedures for making available bid packages to potential bidders, the contents of each bid package, discussions with bidders at any pre-bid meetings, bidders’ compliance with bid requirements, all bids received, the Design-Builder’s evaluations of

all bids, and the basis for the Design-Builder's recommendation as to which bidders should be chosen. The Department shall be afforded access to all such records at all reasonable times so that, among other things, it may independently confirm the Design-Builder's adherence to all contractual requirements including, without limitation, affirmative action requirements and subcontracting requirements.

2.2.3.3 Prepare Bid Tabs. The Design-Builder shall provide the Department with an analysis of the bids received and as a copy of each such bid. To the extent that the Design-Builder's award recommendation is based on scoping adjustments, the Design-Builder shall clearly identify the scoping adjustment and the need for such adjustments. In general, the bid tab shall be presented in tabular format that compares the bids received and any other relevant information (i.e. exclusions, past performance history, etc.).

2.2.3.4 Submission of GMP Proposal. Based on the trade bids, the Design-Builder shall submit a GMP Proposal to the Department. The GMP Proposal shall include the following elements:

- a. A list of drawings, specifications, addenda, general supplementary and other conditions on which the Guaranteed Maximum Price is based.
- b. A list of unit prices and allowance items and a statement of their basis.
- c. Assumptions and clarifications made in preparing the GMP Proposal, noting in particular any exclusions. The assumptions and clarifications shall take precedence over the drawings and specifications. The Design-Builder shall prepare a separate memorandum that highlights any differences between the then approved drawings and the modifications made in the assumptions and clarifications. Such memorandum shall specifically address any changes in the Project aesthetics, functionality or performance.
- d. The proposed GMP, including a statement of the detailed cost estimate organized by trade categories, allowances, contingency, and other items and the fees that comprise the GMP.
- e. An update to the Project's schedule to which the Design-Builder will agree to be bound. This update shall be prepared in the same level of detail and in the same manner as the Baseline Schedule.
- f. A subcontracting plan setting forth the names and estimated dollar volume of the work that will be performed by LSBDEs, as certified by the Department of Small and Local Business Development, upon which the GMP is based.

2.2.3.5 Approval of GMP. The Department and the Design-Builder shall meet to negotiate the terms of the GMP Proposal. If the GMP Proposal is acceptable to the Department, the Department shall submit the resulting GMP amendment to the Council for the District of Columbia. The GMP shall be subject to review and approval by the Council for the District of Columbia in the event it exceeds the previously approved Contract value by more than \$1 million. In such event, the GMP shall not be effective until so approved. In the event that the Department and the Design-Builder are unable to agree upon the GMP or the schedule for the Project, the Department shall have the right to terminate the Agreement and assume any trade subcontracts held by the Design-Builder. In such an event, the Design-Builder shall only be entitled to fifty percent (50%) of the Preconstruction Fee.

2.2.3.6 Self-Performed Work. The Design-Builder and its affiliates may not carry out trade work with its own forces without the Department's written permission, which permission may be withheld or conditioned by the Department in its sole and absolute judgment.

2.2.4 Early Release/Abatement & Demolition

2.2.4.1 Abatement & Selective Demolition. Once the schematic design has been approved, the Department may release the Design-Builder to commence hazardous material abatement and/or other early activities, as applicable. It is envisioned that this work may be released in advance of the GMP.

2.2.4.2 Long Lead Materials. The Department will release funding for long-lead items once the Design Development Documents have been approved. If the Design-Builder believes an earlier release is required in order to meet the Project schedule, it shall advise the Department and make a recommendation as to the requested release date. Any decision to authorize an early release shall be made by the Department in its sole and absolute discretion.

2.2.5 Design Management (Construction Documents)

The Design-Builder shall manage the completion of the design of the Project. As part of this effort, the Design-Builder shall undertake the following activities:

2.2.5.1 Mid-Point Construction Document Review. Based on the approved Design Development Documents and any approved Value Engineering, the Design-Builder shall prepare a set of Construction Documents. It is contemplated that the Construction Documents will be issued in several different sets (i.e. architectural, electrical, mechanical, structural, etc.). As each such set reaches a point where it is approximately fifty percent (50%) complete, the Design-Builder shall prepare and submit a progress printing to the Department for its review and comment.

2.2.5.2 Construction Document Review and Coordination. The Design-Builder shall complete each of the Construction Documents packages in a manner that addresses the concerns raised by the Department during the review contemplated in **Section 2.2.5.1** for such package. The Design-Builder shall issue one or more set of permit documents to the Department for its review and approval ("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-build delivery method. With regard to each such set, the Design-Builder shall highlight (or bubble) any aspect of the design that represents a material deviation from the approved Design Development Documents and shall address in a narrative format the impact, if any, such departure shall have on the Project's aesthetics, functionality or performance. The Department shall have the right to disapprove the Construction Documents for any reason. If the Department disapproves the Construction Documents, the Design-Builder will not

be entitled to any additional compensation. If, however, the Department disapproves a Construction Document that is a logical extension of the approved Design Development Documents, the Design-Builder will be entitled to an adjustment to the GMP and/or the Agreement schedule unless such a package departs from the Scope of Work fairly reflected in the GMP Drawings and Specifications and in such event the Design-Builder shall be required to prepare a revised design that complies with the GMP drawings and specifications (“Drawings and Specifications”) and without any entitlement to an increase in the GMP or an adjustment of the Agreement schedule. In the event the Department does not approve a document within fourteen (14) days after issuance, such document shall be deemed approved unless the Department advises that such document is still under review. In the event the Department’s review takes longer than fourteen (14) days, such additional review shall be deemed a change event.

During the Permit Set phase, the Design-Builder shall complete the following tasks:

- a. Continue to prepare detailed and coordinated drawings and specifications.
- b. Prepare application and submit documents for building permit.
- c. Work with the Department’s third-party plan reviewer to review the documents for permit document submission.
- d. Upload all documents to the Department of Buildings permit document review website in accordance with their instructions.
- e. Prepare and submit early-release excavation, foundations, concrete and steel packages, if needed.
- f. Prepare and submit DC Water permit application packages (all permit types that may be required) and DOEE Storm Water Management and Green Area Ratio packages for review and approval.
- g. Prepare DDOT public space modifications package for submission to and approval by DDOT Public Space Committee, participate in Committee meetings as necessary.
- h. Prepare all traffic control plans required to obtain relevant DDOT permit approvals at all stages of the Project, as required.
- i. Renovation and new construction should be designed to qualify for LEED Silver certification.

In addition, the Design-Builder 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 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.

2.2.5.3 Code Review. The Design-Builder shall submit the Permit Set to the Department of Buildings in order to obtain the necessary building permits to construct the Project. The Design-Builder shall monitor the permit process and shall incorporate any changes or adjustments required by governmental authorities having jurisdiction over the Project. The Design-Builder shall also issue any such changes to the Department for its review and approval. In this submittal, the Design-Builder shall highlight (or bubble) any aspect of the design that represents a material deviation from the permit set documents and shall address

in a narrative format the impact, if any, such departure shall have on the Project's aesthetics, functionality or performance. Subsequent to obtaining the necessary building permits, the Design-Builder shall prepare one or more sets of "issued for construction documents" (the "IFC Set(s)").

2.2.5.4 Design Changes. If it should become necessary to amend any of the approved IFC Set(s), the Design-Builder shall prepare an amendment to the drawings and shall submit such amendment to the Department for its review and approval. In this submittal, the Design-Builder shall highlight (or bubble) any aspect of the design that represents a material deviation from the permit set documents and shall address in a narrative format the impact, if any, such departure shall have on the Project's aesthetics, functionality or performance. In the event the Department does not approve such document within ten (10) business days after issuance, unless otherwise denied, such document shall be deemed approved, provided however that the Department has not advised that such document is still under review.

2.3 Construction Phase

The construction phase services shall include, but are not necessarily limited to:

- a. Manage all aspects of the construction of the Project.
- b. Manage bi-weekly progress meetings. Site visits are included in base fee. Hourly-not-to-exceed allowance is included for consultant site visits.
- c. Review and process shop drawing submissions, RFI's, etc.
- d. Prepare meeting notes and records of decisions/changes made.
- e. Conduct pre-closeout inspections.
 - i. Review closeout documents for completeness, such as 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.
- f. Upload all documents, plans, meeting minutes in the DGS ProjectTeam system for review and approval for all pre-construction, construction and post construction activities.

Based on the approved plans and specifications, the Design-Builder shall construct the Project. During the Construction Phase, the Design-Builder shall be required to cause the Work to be completed in a manner consistent with the design documents approved by the Department and shall provide all labor, materials, insurance, bonds and equipment necessary to fully complete the Project in accordance with the drawings, specifications, schedule and budget that are issued for the Project. The Design-Builder shall be responsible for paying for and obtaining all necessary permits and to pay all necessary fees for utility connections and the like. The Work shall be accomplished in accordance with the following:

2.3.1 Drawings & Specifications. All of the Work shall be constructed in strict compliance and in accordance with the final Construction Documents issued for and approved by the Department.

2.3.2 Compliance with Other Requirements. In performing the Work, the Design-Builder and its subcontractors shall comply with all of the applicable provisions of the Standard Contract Provisions and the requirements set forth in **Section 2.5** (Site Safety), **Section 2.7** (Workhours; Coordination with DPR and the Community), and **Section 2.8** (Quality Control Plan) of this RFP.

2.3.3 Site Office. Throughout the Work, the Design-Builder shall provide and maintain a fully-equipped construction office on the Project site.

2.3.4 Supervision. Throughout the Work, the construction office shall be managed by personnel competent to oversee the Work at all times while construction is underway. Such personnel shall maintain full-time, on-site construction supervision and provide daily inspections, quality control, monitoring, and coordination of various trades, record drawings, and daily work log.

2.3.5 Weekly Progress Meetings. Throughout the Work, the Design-Builder shall conduct weekly progress meetings following the Design-Builder's generated agenda with the Department's Project Manager and key trade subcontractors. The Design-Builder shall draft and circulate the meeting minutes on a weekly basis.

2.3.6 Move-in Assistance. The Design-Builder shall assist DPR in relocating FF&E and other items, as applicable. The GMP shall include an allowance and Scope of Work for these activities.

2.3.7 Delay Liquidated Damages. If the Scope of Work is not substantially complete by the Substantial Completion Date, the Design-Builder shall be subject to liquidated damages in an amount of Two Thousand Five Hundred Dollars (\$2,500) plus Two Hundred and Fifty Dollars (\$250) per day. These damages shall not apply if the delay is the result of Force Majeure and the Design-Builder otherwise complies with the provisions set forth in the Standard Contract Provisions.

2.3.8 Salvage Value & Stored Materials. The Design-Builder shall be responsible for salvaging and storing all items as identified by the Department, and to the benefit of the Department, in accordance with all applicable District laws and regulations, after notifying the Department and receiving the Department's permission to proceed.

2.3.9 Protection of Existing Elements. The Design-Builder shall protect all existing features, public utilities, and other existing structures during construction. The Design-Builder shall protect existing site improvements, trees and shrubs from damage during construction. Protection extends to the root systems of existing vegetation. The Design-Builder shall not store materials or equipment, or drive machinery, within drip line of existing trees and shrubs.

2.4 Site Cleanliness

During the Agreement performance and/or as directed by the Department's Program Manager, as the installation is completed, the Design-Builder shall ensure that the site is clear of all extraneous materials, rubbish, or debris.

2.5 Site Safety

2.5.1 General Responsibility. The Design-Builder shall provide a safe and efficient site, with controlled access. As part of this obligation, the Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project, and shall comply with the requirements set forth in **Article 16, Section F** of the Standard Contract Provisions.

2.5.2 Safety Plan. Prior to the start of construction activities, the Design-Builder shall prepare a safety plan for the Construction Phase conforming to OSHA 29 CFR 1926 (such plan, the “Safety Plan”). This Safety Plan developed by the Design-Builder shall describe the proposed separation and the specific nature of the safety measures to be taken including fences and barriers that will be used and the site security details. This Safety Plan will be submitted to the Department and DPR for their review and approval prior to the commencement of construction. Once the Safety Plan has been approved, the Design-Builder shall comply with the plan at all times during construction. The Design-Builder shall be required to revise the Safety Plan as may be requested by the Department or DPR. The cost of revising and complying with the plan shall not entitle the Design-Builder to an increase in the GMP. The Design Builder will not be permitted to commence the Construction Phase until the Safety Plan is submitted and in no event shall any resulting delay constitute an excusable delay. Additionally, the Design-Builder shall comply with the requirements of **Article 27, Section A** of the Standard Contract Provisions.

2.5.3 Safety Barriers/Fences. As part of its responsibility for Project safety, the Design-Builder shall install such fences and barriers as may be necessary to separate the construction areas of the site from those areas that are then being used by DPR. The Design-Builder shall describe in the Safety Plan the proposed separation and the specific nature of the fences and barriers that will be used.

2.5.4 Site Security. The Design-Builder shall secure the Project work area by a minimum 6ft tall chain link fence. The Design-Builder shall ensure site is locked during non-work hours.

2.5.5 Exculpation. The right of the Department and DPR to comment on the Safety Plan and the nature and location of the required fences and barriers shall in no way absolve the Design-Builder from the obligation to maintain a safe site.

2.6 Reporting Requirements

The Design-Builder shall be required to submit the following reports:

2.6.1 Monthly Reports. The Design-Builder shall provide written reports to the Department, on the progress of the entire Work at least monthly from Preconstruction NTP until Final Completion of the Project. The monthly report shall include: (i) an updated schedule analysis, including any plans to correct defective or deficient work or recover delays; (ii) an updated cost report; (iii) a monthly review of cash flow; (iv) a quality control report; and (v) progress photos.

2.6.2 Bi-Weekly Schedule Updates. The Design-Builder shall provide a Baseline Schedule update to the Department, on the progress of the entire Work at least bi-weekly, in the same format set forth in **Section 2.2.1.2** of this RFP. The update shall reflect the actual progress of the Project, identify developing or potential delays, regardless of their cause, and reflect the Design-Builder's best projection of the actual date by which Substantial Completion and Final Completion of the Project will be achieved. The Design-Builder shall also state what must be done to avoid or reduce that delay, changes that have occurred since the last update, including those related to major changes in the Scope of Work, activities modified since the last update, revised projections of durations, progress and completion, revisions to the schedule logic or assumptions, and other relevant changes.

2.6.3. Use of ProjectTeam. The Design-Builder shall utilize the Department's ProjectTeam system to submit any and all documentation required to be provided by the Design-Builder, including, but not limited to: (i) requests for information; (ii) submittals; (iii) meeting minutes; (iv) invoices/applications for payment (full package including all forms required by the Department); (v) certified payrolls (in addition to upload via LCP Tracker); (vi) drawings and specifications; (vii) punchlist; and (viii) other documents as may be designated by the Department.

The Design-Builder shall submit to the Project Manager for review and approval all shop drawings, material data and samples provided by Design-Builder, vendors and/or manufacturers. The Department's Program Manager shall review and approve or reject submittals within seven (7) business days of receipt.

2.7 Workhours; Coordination with DPR and Community.

2.7.1 Workhours. The Design-Builder shall comply with the Noise Ordinance and neither it nor its subcontractors shall undertake work on the Project site other than at the times and sound level permitted by the Noise Ordinance.

2.7.2 Parking. The Design-Builder shall organize its work in such a manner so as to minimize the impact of its operations on the surrounding community. To the extent that the number of workers on the site is likely to have an adverse impact on neighborhood parking, the Design-Builder shall develop a parking plan for those individuals working on the site that is reasonably acceptable to the Department.

2.7.3 Wheel Washing Stations. The Design-Builder shall provide wheel washing stations on site to prevent the accumulation of dirt and other refuse on the streets surrounding the Project site.

2.7.4 Outreach Plan. The Design-Builder shall keep the Department informed of the construction activities and their potential impact on the community. The Design-Builder shall submit the plan to the Department prior to its implementation and such plan shall be subject to the Department's review and approval.

2.8 Quality Control Plan

2.8.1 General Obligation. The Design-Builder shall be responsible for all activities necessary to manage, control, and document work to ensure compliance with the Contract Documents. The Design-Builder's responsibility includes ensuring adequate quality control services are provided by the Design-Builder's employees and its subcontractors at all levels. The Work activities shall include safety, submittal management, document reviews, reporting, and all other functions related to quality construction.

2.8.2 Quality Control Plan. Within forty-five (45) days after the Design Development Documents are approved, the Design-Builder shall develop a quality control plan for the Project (the, "Quality Control Plan"). A draft of the Quality Control Plan shall be submitted to the Department and shall be subject to the Department's review and approval. The Quality Control Plan shall be tailored to the specific products/type of construction activities contemplated in the Design Development Documents, and in general, shall include a table of contents, quality control team organization, duties/responsibilities of quality control personnel, submittal procedures, inspection procedures, deficiency correction procedures, documentation process, and a list of any other specific actions or procedures that will be required for key elements of the Work.

2.8.3 Implementation. During the Construction Phase, the Design-Builder shall perform regular quality control inspections and create reports based on such inspections pursuant to the Quality Control Plan. These quality control reports shall be provided to the Department electronically on a monthly basis. The Design-Builder shall incorporate a quality control section in the progress meetings to discuss outstanding deficiencies, testing/inspections, and upcoming work. The monthly report shall include a detailed summary of the steps that are being employed to provide quality construction and workmanship. The monthly report should specifically address issues raised during the month and outline the steps that are being used to address such issues.

2.8.4 Corrective Action Plan. The Department shall have the right to direct the Design-Builder to revise the Quality Control Plan in accordance with the Agreement.

2.9 Project Close-Out

2.9.1 Punchlist. Promptly after Substantial Completion, the Design-Builder shall develop a punchlist. Once the punchlist is prepared, the Design-Builder shall inspect the Work along with representatives from the Department. The punchlist shall be revised to reflect additional work items that are discovered during such inspection, including all deficiencies. The Design-Builder shall correct all punchlist items no later than ninety (90) days after Substantial Completion is achieved.

2.9.2 Training. The Design-Builder shall provide training to DPR staff on all of the building systems, as applicable. The Design-Builder shall be required to schedule such training sessions and shall use commercially reasonable efforts to ensure all such training occurs prior to the Final Completion Date.

2.9.3 Warranties & Manuals. Subsequent to Substantial Completion Date and no later than fifteen (15) days following the Substantial Completion Date, the Design-Builder shall prepare and submit the following documentation: (i) a complete set of product manuals (O&M), training videos, warranties, etc.; (ii) attic stock; (iii) an equipment schedule; (iv) a proposed schedule of maintenance for the new building; (v) environmental, health and safety documents for the new building; and (vi) all applicable inspection certificates/permits (boiler, elevator, emergency evacuation plans, health inspection, etc.) for the new building.

No later than thirty (30) days following the Substantial Completion Date, the Design-Builder shall prepare and submit: (i) a complete set of its Project files; and (ii) a set of record drawings, including BIM model(s).

The Design-Builder shall prepare an “as-built” plan of the site including all the modifications performed during construction, within 30 days of completion. The Design-Builder shall also submit warranty information on all design requirements within 30 days of completion.

2.9.4 Eleven Month Walk. The Design-Builder shall use commercially reasonable efforts to schedule a joint inspection of the Project during the eleventh month after Substantial Completion is achieved. During such inspection, the Design-Builder and a representative of the Department shall walk the Project to identify any necessary warranty work.

2.10 Costs & Fees

2.10.1 Reimbursable Costs. The following costs shall be reimbursable at cost without mark-up:

- a. Payments made by the Design-Builder to subcontractors and suppliers, but only in accordance with the Subcontracts and Supply Agreements;
- b. All amounts due to the Design-Builder under the terms of the Department's written authorization for the Design-Builder to perform any portion of the Work as Self-Performed Work. If an authorization for the Design-Builder to engage in Self-Performed Work is not on a fixed-price basis, then, as to that work, the following costs shall be within the Cost of the Work:
 - i. **Labor.** Properly documented wages actually paid to Project foremen, construction workers, and other personnel in the direct employ of the Design-Builder, while engaged in approved Self-Performed Work, together with contributions, assessments, payroll taxes, or fringe benefits required by the laws or applicable collective bargaining agreements.
 - ii. **Incorporated Materials.** The cost, net of trade discounts, of all materials, products, supplies and equipment incorporated into the Self-Performed Work, including, without limitation, costs of transportation and handling.
 - iii. **Unincorporated Materials.** The cost of materials, products, supplies and equipment not actually installed or incorporated into the Self-Performed Work, but required to provide a reasonable allowance for waste or spoilage, subject to the Design-Builder's agreement to turn unused excess materials over to the Department at the completion of the Project or, at the Department's option, to sell the material and pay the proceeds to the Department or give the Department a credit in the amount of the proceeds against the Cost of the Work.

- c. Royalty and license fees paid for use of a design, process or product, if its use is required by the Agreement or has been approved in advance by the Department;
- d. Fees for obtaining all required approvals or permits associated with the abatement, demolition, utilities abandonment, and utility relocation, and all trade permit fees and the building permit fee;
- e. Cost of the Architect/Engineer's contract reimbursed at cost and without markup; provided, however, that such costs shall not exceed the Design Fee set forth in the Offeror's Proposal. Any amounts in excess of the Design Fee shall not be reimbursable as a Cost of Work;
- f. All fees and other costs necessarily incurred to carry out testing and inspection required by the Agreement, or otherwise to maintain proper quality assurance. The costs the Design-Builder incurs to schedule and coordinate any additional testing and inspections the Department may decide to conduct itself shall be reimbursable unless the additional testing establishes that the work tested was defective or otherwise failed to satisfy the Agreement's requirements, in which case the Design-Builder shall pay the costs, without reimbursement;
- g. All bonds to jurisdictional agencies (utilities, storm water management, land disturbance, and grading); and
- h. All performance and payment bonds and general liability insurance. The Department may, in its sole discretion, allow the Design-Builder to recover the costs of subcontractor default insurance at a mutually agreed upon rate in lieu of trade level bonds, provided that such insurance be approved by the Department in advance and after being presented with a cost-benefit analysis of such use.

2.10.2 Cost of General Conditions. The Design-Builder's Lump Sum General Conditions Cost shall be the extent of what the Design-Builder is entitled to recover for the cost of General Conditions. General Conditions may include, but are not limited to:

- a) Cost of construction staff. Only staff stationed in the field are reimbursable;
- b) Fringe Benefits associated with construction staff;
- c) Payroll taxes and payroll insurance associated with construction staff;
- d) Staff costs associated with obtaining permits and approvals;
- e) Out-of-house consultants, including permit expeditors;
- f) Job vehicles;
- g) The field office(s) for the Design-Builder and Department, including, but not limited to: (i) trailer purchase and/or rental; (ii) field office installation, relocation and removal; (iii) utility connections and charges during the Construction Phase; (iv) furniture; (v) office supplies;
- h) Office equipment including, but not limited to: (i) computer hardware and software; (ii) fax machines; (iii) copying machines; (iv) voice/data system and use charges; (v) Job radios;
- i) Local delivery and overnight delivery costs;
- j) Field computer network;
- k) First aid facility;
- l) Printing cost for drawings, bid packages, etc.;
- m) BIM Cost (software, seats, hardware);
- n) Parking costs for the construction staff;
- o) Salting sidewalks and shoveling snow on sidewalks that surround the site; and

p) Exterior site fencing, fence wrapping, and construction signage.

2.10.3 Non-Reimbursable Costs. The following costs shall not be reimbursable.

- a) Any personnel or labor costs other than those provided for in **Section 2.10.1(c)(i)**.
- b) Fees for any permits or licenses the Design-Builder requires to conduct its general business operations.
- c) Capital expenses and interest on capital employed for the Work.
- d) The cost of home or regional offices, it being understood that compensation for such costs included in the Design-Build Fee.
- e) Sales or use taxes unless the Design-Builder establishes that applicable law required payment of such taxes.
- f) Costs due to the errors or omissions of the Design-Builder or its subcontractors or suppliers at all tiers, negligent or otherwise.
- g) Costs dues to breach of Contract by the Design-Builder or its subcontractors or material suppliers at all tiers, including, without limitation, costs arising from defective or damaged work or its correction, disposal of materials or equipment erroneously supplied, and repairs to property damaged by the Design-Builder or its subcontractors or material suppliers at all tiers.
- h) Any costs incurred in performing work of any kind before Preconstruction NTP unless specifically authorized by the Department in advance and in writing.
- i) Direct or indirect costs of any kind, except those expressly included in **Section 2.10.1**.

2.11 Design-Build Fee & Award Fee Calculations

The Design-Builder's compensation shall consist of (i) Preconstruction Fee; (ii) the Design-Build Fee; and (iii) the Lump Sum General Conditions Cost bid by selected Offeror. The Preconstruction fee shall be Contractor's sole compensation for services performed during Preconstruction Phase. In addition, the Design-Builder shall be entitled to recover at cost and without mark-up its design costs, as defined in **Sections 2.10.1(f) and 3.4.6**; subject, however, to the Design Fee proposed by the selected Offeror which limits shall serve as a cap on the design budget. The Design-Builder shall only be entitled to fifty percent (50%) of the Preconstruction Fee if the Design-Builder and the Department are unable to agree to a GMP, as set forth in more detail in the Design-Build Agreement. Entitlement to the Design-Build Fee shall be determined as described more fully below.

2.11.1 Base Design-Build Fee. The Design-Build Fee shall be divided into two categories. Seventy percent (70%) of the Design-Build Fee shall be referred to as the ("Base Design-Build Fee") and the remaining thirty percent (30%) shall be at risk as described in Section 2.12.3 below (the "At Risk Portion") and shall be used to establish and fund the award fee pool (the "Award Fee Pool"). The Base Design-Build Fee shall be paid in monthly progress payments with fifteen percent (15%) of the Base Design-Build Fee being allocated to the Preconstruction Phase of the Project ("Preconstruction Fee"), eighty five percent (85%) being allocated to the Construction Phase. Each of those amounts shall be paid in equal monthly installments spread over the duration of each such phase. To the extent that the Agreement duration is extended, the then remaining amounts of the Base Design-Build Fee will be re-allocated such that the then existing portion of the Base Design-Build Fee allocated to each phase shall be evenly spread over the then-remaining duration of the phase.

2.11.2 Lump Sum General Conditions Cost. The Lump Sum General Conditions Cost shall be the amount paid by the Department for those costs described in Section 2.10.2. The Lump Sum General Conditions Cost shall not be increased or decreased as a result of change orders or change directive unless such changes extend the duration of the Project beyond the time identified in **Section 1.5**. To the extent the Design-Builder incurs General Condition's costs in excess of the Lump Sum General Conditions Cost, the Design-Builder shall not be entitled to reimbursement for such amounts. In such an event, the Design-Builder shall be required to adequately staff the Project.

2.11.3 Award Fee Determination. The Design-Builder shall be entitled to amounts within the Award Fee Pool as follows:

- a. If the Design-Builder meets or exceeds its CBE subcontracting requirements and its first source employment requirements, the Design-Builder shall earn thirty-three and one third percent (33 1/3 %) of the At Risk Portion (i.e. 10% of the Design-Build Fee).
- b. If the Design-Builder achieves Substantial Completion of the work on or before 86 weeks from the NTP, the Design-Builder shall earn thirty-three and one third percent (33 1/3 %) of the At-Risk Portion (i.e. 10% of the Design-Build Fee).
- c. If the final amount due to the Design-Builder (inclusive of the Preconstruction Fee, the Design Fee, the earned portions of the Award Fee, the Base Design-Build Fee and the Lump Sum General Conditions Cost) is less than one hundred three percent (103%) of the GMP as originally established, the Design-Builder shall earn thirty-three and one third percent (33 1/3 %) of the At Risk Portion (i.e. 10% of the Design-Build Fee).

2.12 Excluded Cost Elements.

It is the Department's intent that the Design-Builder provide a turn-key solution for the implementation of the Project, and the budget set forth in **Section 1.3** has been developed based on such framework. The Design-Builder shall advance the Project in a manner consistent with such budget and the understanding that only the following cost elements are excluded from the budget set forth in **Section 1.3** of the RFP:

- a. 3rd Party Material Testing;
- b. 3rd Party Commissioning;
- c. 3rd Party Inspections;
- d. Costs of active DPR equipment;
- e. 3rd Party Plan Review; and
- f. Public Art.

2.13 Building Information Modeling

DGS is implementing Building Information Modeling ("BIM") as a standard on the Project. DGS' BIM plan will facilitate more informed decision making, design-intent, communication, Project coordination across various phases; enhance Project delivery schedule and budget management, post-construction asset and facility management, and building automation. This will be accomplished through the real time collaboration and utilization of a common data environment.

The Department uses BIM and, as such, will require a BIM process to be followed for the Project. This process will include the following additional tasks and deliverables:

- a. An initial meeting dedicated to reviewing the BIM process and requirements for all parties as well as periodic BIM status meetings.
- b. BIM (Revit) models created during design that conform to DGS' modeling requirements and LOD standards.
- c. BIM models used during pre-construction to facilitate coordination of trades.
- d. BIM (Revit) models during pre-construction that conform to DGS' modeling requirements and LOD standards and will allow for efficient transfer of FM data as well as to be used as backgrounds for future renovation work.

2.14 Key Personnel

2.14.1 Identification of Key Personnel. The Design-Builder personnel are required to have extensive experience with aquatic centers and indoor pool operations. 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 Field Superintendent; (ii) the Project Manager; (iii) Safety/Quality Assurance/Quality Control Manager. The Design-Builder will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement. Please provide a table that identifies the specific staff that will be assigned to this Project, the time periods during which the individual will work on the Project, his or her level of effort (i.e. the percentage of time devoted to this Project), and whether the individual will be funded through the Design-Builder's fee or general conditions.

The Design-Builder will also be required to identify the design team in its proposal and their key personnel. With regard to the design team, such personnel shall include: (i) the Design Principal-in-Charge; (ii) the Project Designer; (iii) the Project Architect; (iv) the Civil Engineer; (v) the Key Mechanical, Electrical and Plumbing (MEP) Engineers; (vi) the Pool Consultant; (vii) and the Landscape Architect. The Design-Builder will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement. Please provide a table that identifies the specific staff that will be assigned to this Project, the time periods during which the individual will work on the Project, his or her level of effort (i.e. the percentage of time devoted to this Project).

2.14.2 Key Personnel Replacement Disincentive Cost. All members of the Design-Builder's Key Personnel shall be subject to replacement costs as a disincentive for their removal or reassignment the Key Personnel, except in circumstances arising from reasons beyond the Design-Builder's control (i.e. due to retirement, resignation, termination, etc.). In each instance where the Design-Builder removes or reassigns one of the Key Personnel subject to replacement disincentive costs (but excluding instances where such personnel become unavailable due to death, disability or separation from the employment of the Design-Builder or any affiliate of the Design-Builder) without the prior written consent of the Department's Designated Representative, the Design-Builder shall owe to the Department the sum of Twenty Five Thousand dollars (\$25,000) to the Department for its failure to provide the Key Personnel. The Department may deduct the foregoing replacement disincentive costs from any payments it owes to the Design-Builder; and, the disincentive costs shall not bar recovery of any other

damages, costs or expenses other than the Department's internal administrative costs. In addition, the Department shall have the right, to be exercised in its sole discretion, to remove, replace or to reduce the scope of services of the Design-Builder in the event that a member of the Key Personnel has been removed or replaced by the Architect without the prior consent of the Department. In the event the Department exercises the right to remove, replace or to reduce the scope of services of the Design-Builder, the Department shall have the right to enforce the terms of this Agreement and to keep-in-place those members of the Design-Builder's team not removed or replaced and the remaining members shall complete the services required under this Agreement in conjunction with the new members of the Design-Builder's team approved by the Department.

2.15 Deliverables List

The Design-Builder shall be required to prepare and submit the following, in addition to any other deliverables required under this RFP and the RFP Documents:

2.15.1 Concept Design Phase Deliverables. During this phase, the Design-Builder shall 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 Design-Builder'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. A conceptual site plan.
- b. Updated property survey, including notations of utilities and all other easements.
- c. Historic resources survey
- d. Zoning analysis
- e. Geotechnical Survey
- f. Architectural Concept Development
- g. Site plan
- h. Preliminary cost estimates
- i. Project schedule

2.15.2 Schematic Design Phase. During this phase, the Design-Builder shall 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 Design-Builder'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. Digital site plan
- b. Preliminary elevations and sections
- c. Plan-to-Program Comparison
- d. Design Narrative
- e. Updated Schedule and Cost Estimate
- f. Phasing Plan, if necessary
- g. If Value Engineering is necessary, it should be executed at this stage of the design submission with all the stakeholders.
- h. Meeting minutes of Preliminary Design Review Meetings.

2.15.3 Design Development. The following deliverables are required during this phase:

- a. 35% (minimum progress) documents for all technical disciplines, drawings and specs
- b. 50% design development progress printing.
- c. A reconciliation report that addresses issues raised by DGS representatives as a result of the 50% progress printing.
- d. Submit the Design-Builder's second estimate for the hard cost of the Project with a Maximum +/- 5% of the Project budget.

2.15.4 Permit Set. The following deliverables are required during this phase:

- a. Drawings and specifications, ready for permitting, hard copy and electronic.
- b. Final estimate of construction cost.

2.15.5 Construction Deliverables. Construction deliverables shall include, but not be limited to:

- a. Meeting minutes.
- b. RFI Responses, ASI's and/or other clarification documents.
- c. Punch lists.
- d. Closeout document review comments.
- e. As-Built Drawings.

2.15.6 Close-Out Deliverables. Close-out deliverables shall include, but not be limited to:

- a. A complete set of the Design-Builder's Project files.
- b. A complete set of product manuals (O&M), training videos, warranties, etc.
- c. As built record drawings.
- d. Attic stock and schedule.
- e. Equipment schedule.
- f. Proposed schedule of maintenance.
- g. Environmental, health & safety documents.
- h. LEED – Preliminary Construction Review.
- i. All applicable inspection certificates/permits (boiler, elevator, emergency evacuation plans, health inspection, etc.).

2.16 Licensing, Accreditation and Registrations

The Design-Builder 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 Project. 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.

2.17 Conformance with Laws

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

2.18 Davis-Bacon Act

The Davis-Bacon Act, as stated in **Attachment E**, is applicable to this Project. As such, the Design-Builder and its trade subcontractors shall comply with the wage and reporting requirements imposed by that Act.

2.19 Time is of the Essence

Time is of the essence with respect to this Agreement. The Project must be Substantially Complete by the Substantial Completion Date. As such, the Design-Builder 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.

PART 3 - EVALUATION AND AWARD CRITERIA

3.0 Evaluation Criteria

Proposals will be evaluated in accordance with the following evaluation criteria:

- a) Past Performance, Relevant Experience & Capabilities of the Design-Builder (**10 points**)
- b) Key Personnel of the Design-Builder (**10 points**)
- c) Past Performance, Relevant Experience & Capabilities of the Design-Builder's Architect/Engineer (**10 points**)
- d) Key Personnel of the Design-Builder's Architect/Engineer (**10 points**)
- e) Project Management Plan & Schedule (**40 points**)
- f) Price (**20 points**)
- g) Certified Business Enterprise ("CBE") Preference (up to **12 points**)

3.1 Evaluation Process

The Department shall evaluate Offerors' proposals ("Proposal(s)") and any requested best and final offers ("BAFO(s)") in accordance with the provisions of this **Part 3** and the Department's Procurement Regulations. Proposal(s) include all items outlined in **Section 5.1**.

3.2 Evaluation Committee

Each Offeror's Proposal shall be evaluated in accordance with this **Part 3** by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the responsive and responsible Offeror(s) whose Proposal(s) are determined by the source selection official to be the most advantageous to the Department in accordance with D.C. Official Code § 2-354.03 and not necessarily the Offeror (s) with the highest score as evaluated per the factors in **Section 3.4** of this RFP.

3.3 Oral Presentation

The Department reserves the right to interview Offerors. A minimum of three (3) offerors within the competitive range will be selected to participate in the presentation/interview process after the initial RFP Proposals are evaluated by the Technical Evaluation Panel (TEP) based on the evaluation criteria listed herein. Selected Offerors will be required to come in for an interview/presentation with the TEP. At this presentation, the Offerors will be required to provide the following information (at a minimum):

- a) Team introduction, and capabilities and experience of each key member participating in the interview.
- b) Discussion/presentation of the Design-Build team's approach to design the Project; and

- c) Discussion/presentation of the Design-Build team's proposed schedule of the Project.

Each Offeror selected for the interview/presentation stage shall make an oral presentation to the Department's Evaluation Committee and participate in a question-and-answer session. The purpose of the oral presentation and the question-and-answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The Proposal will be re-scored at the conclusion of the oral presentation.

3.3.1 Length of Oral Presentation

Each Offeror will be given up to sixty (60) minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately forty-five (45) minutes for the Evaluation Committee to assess the presentation and prepare questions. The Offeror will then respond to questions from the Department's Evaluation Committee for no more than ninety (90) minutes.

3.3.2 Oral Presentation Schedule

The order of oral presentations will be selected randomly, and the Offerors will be informed of their presentation date before the beginning of oral presentations. The Department reserves the right to reschedule any Offeror's presentation at the discretion of the Contracting Officer.

3.3.3 Offeror Attendees

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this Project. Each Offeror will be limited to seven (7) 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.

3.3.4 Topics

The Offeror may present information about its capabilities and special qualifications to serve as the Design-Builder for this Project, including the qualifications of Key Personnel.

3.4 Proposal Evaluation

Each Proposal will be scored on a scale of zero (0) to one hundred twelve (**112**) points. Offerors will be eligible to receive up to twelve (12) of the one hundred twelve (**112**) points based on the Offeror's status as a CBE as outlined in **Part 4** of this RFP. The Department's evaluation shall not necessarily be limited to the information provided in the Offeror's Proposal. As part of the evaluation, the Department will also consider its own historical experience with the Offeror, and

the direct experience with the Offeror of the members of the evaluation panel and others involved in the evaluation process. The Agreement will be awarded to the responsive and responsible Offeror found to be the most advantageous to the Department in accordance with D.C. Official Code § 2-354.03 and not necessarily the Offeror(s) with the highest evaluated score.

3.4.1 Past Performance, Relevant Experience & Capabilities of the Design-Builder (10 points)

The Department desires to engage a Design-Builder with the experience necessary to accomplish the objectives set forth in the RFP. The construction component of each Design-Builder will be evaluated based on their demonstrated experience in: (i) construction and renovation projects in an urban setting; (ii) construction and renovation of indoor pool facilities; (iii) knowledge of, and access to, the local subcontracting market; (iv) knowledge of the local regulatory agencies and Code Officials; and (v) constructing projects on fast-track schedules. In evaluating these subfactors, the Department will consider, among other things, the Offeror's track record in delivering projects on-time and on-budget. This element of the evaluation will be worth up to ten (10) points.

3.4.2 Key Personnel of the Design-Builder (10 points)

The Department desires that the Design-Builder assign the appropriate number of personnel having the necessary seniority to implement a project of this type. The personnel should have experience working together and each such individual should have the necessary level of experience and education for his or her proposed role. Proposals should identify, at a minimum, (i) the Field Superintendent; (ii) the Project Manager; (iii) Safety/Quality Assurance/Quality Control Manager. The availability and experience of the key individuals assigned to this Project will be evaluated as part of this element. Offerors should provide 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. This table should include all personnel that will be assigned to the Project. This element of the evaluation will be worth up to ten (10) points.

3.4.3 Past Performance, Relevant Experience & Capabilities of the Architect/Engineer (10 points)

The Department desires to engage a Design-Builder with a design component that possesses the experience necessary to accomplish the objectives set forth in the RFP. The design component of each Design-Builder will be evaluated based on their demonstrated experience in: (i) the design of projects in an urban setting; (ii) design of Indoor Pool Facilities; (iii) cost estimating and Value Engineering/management; and (iv) knowledge of the local regulatory agencies and Code Officials. This element of the evaluation will be worth up to ten (10) points.

3.4.4 Key Personnel of the Design-Builder's Architect/Engineer (10 points)

The Department desires that the design component of the Design-Builder assign to this Project personnel who have experience in designing and completing construction projects on-time and on-budget. The personnel so assigned should have the necessary experience and professional credentials for the role each such individual is assigned. At a minimum, the proposal should identify: (i) the Design Principal-in-Charge; (ii) the Project Designer; (iii) the Project Architect; (iv) the Civil Engineer; (v) the Key Mechanical, Electrical and Plumbing (MEP) Engineers; (vi) the Pool Consultant; (vii) and the Landscape Architect. Offerors should provide 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. This table should include all personnel that will be assigned to the Project. This element of the evaluation will be worth up to ten (10) points.

3.4.5 Project Management Plan & Schedule (40 points)

Offerors are required to submit with their proposal a management plan ("Management Plan"). The Management Plan should clearly explain how the Design-Builder intends to manage and implement the Project. At a minimum, it should (i) outline the procedures that the Offeror will use during the preconstruction phase to guide the design to ensure that it will stay within the Department's budgetary constraint; (ii) outline the purchasing procedures that will be used to maximize competition and manage cost constraints; (iii) outline the procedures that will be used during the Construction Phase to minimize change orders and maximize Project quality; and (iv) identify the key personnel and their specific roles in managing the Project.

In addition, the Management Plan should include a discussion outlining how the Offeror intends to implement the Project. This discussion should demonstrate an understanding of the key constraints and challenges related to the Project and how the Offeror will work to mitigate and manage these constraints and challenges. Such narratives should also include key milestone dates and an explanation of how those dates will be achieved. The narrative shall include a preliminary schedule which shall be coordinated with the approach. This element of the evaluation is worth up to forty (40) points.

3.4.6 Price (20 points)

Offerors will be required to submit with their Proposals the following fee components: (i) a Design Fee; (ii) a Design-Build Fee; and (iii) a Lump Sum General Conditions Cost. The Design-Build Fee will be a fixed fee and should cover the cost of the Design-Builder's overhead and profit; the Lump Sum General Conditions Cost shall be the extent of what the Contractor is entitled to recover for the cost of General Conditions; the Design Fee should include an upset limit and a schedule of values showing the cost of the various phases of the design. Each Offeror will be required to complete and submit with their Proposal a copy of the pricing sheet set forth as **Attachment B**, which includes all these price components. The pricing sheet shall be submitted as part of Volume 2 (i.e. the price

proposal) as more fully described in **Part 5** of this RFP. These price components will be worth up to twenty (20) points.

3.4.7 CBE Preference (12 points)

The remaining twelve (12) points will be awarded based on the Offeror status as a Small Business Enterprise (“SBE”)/Certified Business Enterprise (“CBE”) as outlined in **Part 4** of this RFP.

PART 4 - ECONOMIC INCLUSION

4.0 Preference for Small, Local, and Disadvantaged Business Enterprises

General: Pursuant to D.C. Official Code § 2-218.43, in evaluating bids or proposals, the Department shall award preferences as follows:

- (A) Three points for a small business enterprise;
- (B) Five points for a resident-owned business;
- (C) Five points for a longtime resident business;
- (D) Two points for a local business enterprise;
- (E) Two points for a local business enterprise with its principal office located in an enterprise zone;
- (F) Two points for a disadvantaged business enterprise;
- (G) Two points for a veteran-owned business enterprise; and
- (H) Two points for a local manufacturing business enterprise.

A certified business enterprise shall be entitled to any or all of the preferences provided in this section, but in no case shall a certified business enterprise be entitled to a preference of more than 12 points or a reduction in price of more than 12 percent.

4.1 Reserved

4.2 Subcontracting Plan

1. Bids or proposals responding to a solicitation, including an open market solicitation, shall be deemed nonresponsive and shall be rejected if a subcontracting plan is required by law and the beneficiary fails to submit a plan that meets the criteria set forth in paragraph (2) of this subsection.
2. The subcontracting plan shall include the following information:
 - a. The name and address of each subcontractor;
 - b. A current certification number of the small or certified business enterprise;
 - c. The scope of work to be performed by each subcontractor; and
 - d. The price to be paid by the beneficiary to each subcontractor.
 - e. The subcontracting plan required by paragraph (2) of this subsection shall be provided before the District accepts the submission of the bid or proposal.

Notwithstanding subsection (1) of this section, a design-build project shall not be required to identify specific subcontractors as a condition precedent to performing preconstruction services; provided, that a detailed subcontracting plan that meets the requirements of subsection (1) of this section shall be submitted before entering into a guaranteed maximum price or such other contractual action authorizing the contractor to commence construction.

4.2.1 Mandatory Subcontracting Requirements

The Design-Builder shall comply with the terms of the mandatory subcontracting requirements as follows:

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

4.2.1.2 If there are insufficient qualified SBEs to completely fulfill the requirement of **Section 4.2.1.1** above, 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.

4.2.1.3 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 **subsections 4.2.1.1 and 4.2.1.2** above.

4.2.1.4 Except as otherwise provided in D.C. Official Code § 2-218.46, 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.

4.2.1.5 If the prime contractor 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, the CBE member of the certified joint venture 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. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

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

4.2.1.7 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 workforce if the contract is \$1 million or less.

4.2.2 Subcontracting Plan Requirements

If the Design-Builder is required by law to subcontract under the Agreement, it must submit a subcontracting plan for at least (35%) of the dollar volume of the Agreement in accordance with D.C. Official Code § 2-218.46. The subcontracting plan shall be submitted as part of the Proposal and may only be amended 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 shall inure to the benefit of the District and the Department. Each subcontracting plan shall include the following:

- a) The name and address of each subcontractor;
- b) A current certification number of the small or certified business enterprise;
- c) The scope of work to be performed by each subcontractor; and
- d) The price that the Design-Builder will pay each subcontractor.

4.2.3 Copies of Subcontracts

Within twenty-one (21) days of the date of award, the Design-Builder shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, District of Columbia Auditor, City Administrator, and the Director of Department of Small and Local Business Development.

4.2.4 Subcontracting Plan Compliance Reporting

- a) The Design-Builder has a subcontracting plan required by law for this Agreement; the Design-Builder 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:
 - 1. The price that the Design-Builder will pay each subcontractor under the subcontract;
 - 2. A description of the goods procured, or the services subcontracted for;
 - 3. The amount paid by the Design-Builder under the subcontract;
 - 4. A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.
- b) If the fully executed subcontract is not provided with the quarterly report, the Prime Contractor will not receive credit toward its subcontracting requirements for that subcontract.

4.2.5 Annual Meetings

Upon at least 30-days written notice provided by DSLBD, the Design-Builder shall meet annually with the CO, Contract Administrator (“CA”), District of Columbia Auditor and the Director of Department of Small and Local Business Development to provide an update on its subcontracting plan.

4.2.6 DSLBD Notices

The Design-Builder shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the Agreement and when the Agreement is completed.

4.2.7 Enforcement and Penalties for Breach of Subcontracting Plan

- a. A Design-Builder shall be deemed to have breached a subcontracting plan required by law, if the Design-Builder (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.
- b. A Design-Builder 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. If the CO determines the Design-Builder’s failure to be a material breach of the Agreement, the CO shall have cause to terminate the Agreement under the default provisions in the Standard Contract Provisions for Construction Contracts (**Attachment G**) and the Standard Contract Provisions for Architectural and Engineering Contracts (**Attachment H**).
- d. Neither the Prime Contractor nor its subcontractor may remove a subcontractor or tier-subcontractor if such subcontractor or tier-subcontractor is certified as an LSDBE company unless the Department approves of such removal, in writing. The Department may condition its approval upon the Design-Builder developing a plan that is, in the Department’s sole and absolute judgment, adequate to maintain the level of LSDBE participation on the Project.

4.2.8 Economic Inclusion Reporting Requirements

- a. Upon execution of the Agreement, the Design-Builder, and all its member firms, if any, and each of its Subcontractors shall submit to the Department a list of current employees and apprentices that will be assigned to the Agreement, the date they were hired, and whether or not they live in the District of Columbia.

- b. The Design-Builder and its constituent entities shall comply with subchapter X of Chapter II Title 2, and subchapter II of Chapter 11 of Title 1 of the D.C. Code, and all successor acts thereto, and the rules and regulations promulgated thereunder. The Design-Builder and all member firms and Subcontractors shall execute a First Source Agreement with the District of Columbia Department of Employment Services (“DOES”) prior to beginning work at the Project site.
- c. The Design-Builder shall maintain detailed records relating to the general hiring of the District of Columbia and community residents.
- d. The Design-Builder shall be responsible for: (i) including the provisions of Section 4.2.2 in all subcontracts; (ii) collecting the information required in Section 4.2.2 from its Subcontractors; and (iii) providing the information collected from its Subcontractors in the reports required to be submitted by the Design-Builder pursuant to Section 4.2.2.
- e. **Service Contract Act Provision.** The Design-Builder agrees that the work performed under this Agreement shall be subject to the Service Contract Act Wage Determination in effect at the time this agreement is executed by the Department. As such, the Design-Builder and its subcontractors shall comply with the service contract reporting requirements imposed by the act as set forth in **Attachment T**.
- f. **Living Wage Act.** In addition to the requirements set forth in the First Source Employment Agreement, the Design-Builder shall comply with all applicable provisions of the Living Wage Act of 2006, **Attachment K**, as amended (codified at D.C. Official Code §§ 2-220.01 et seq.) and its implementing regulations.

4.2.9 Residency Hiring Requirements for Contractors and Subcontractors

At least fifty-one percent (51%) of the Offeror’s team and every subconsultant’s employees hired after the Offeror enters into a contract with the Department, or after such subconsultant enters into a contract with the Offeror, to work on this Project, shall be residents of the District of Columbia.

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

The Offeror shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of (\$100,000) or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services (“DOES”) upon execution of the Agreement; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the Project; (iii) make best efforts to hire at least (51%) District residents for all new jobs created by the Project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10th

of each month; (vi) at least (51%) apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of (\$500,000) or more must register an apprenticeship program with the D.C. Apprenticeship Council.

The Offeror shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, including by not limited to the *Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011*, and the rules and regulations promulgated thereunder, including, but not limited to the following requirements:

- a) At least twenty percent (20%) of journey worker hours by trade shall be performed by District residents;
- b) At least sixty percent (60%) of apprentice hours by trade shall be performed by District residents;
- c) At least fifty one percent (51%) of the skilled laborer hours by trade shall be performed by District residents; and
- d) At least seventy percent (70%) of common laborer hours shall be performed by District residents.

4.2.10 Apprenticeship Act

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

4.3 Equal Employment Opportunity and Hiring of District Residents.

In accordance with the District of Columbia Administrative Issuance System, Mayor’s Order 85-85 dated June 10, 1985, “on compliance with Equal Opportunity Requirements in District government contracts,” A contract award cannot be made to any contractor who has not satisfied the Equal Employment Requirements. The Contractor shall comply with applicable laws, regulations and special requirements of the contract regarding equal employment opportunity and affirmative action programs. The forms for completion of the Equal Employment Opportunity Information Report are incorporated as **Attachment R**.

PART 5 - PROPOSAL ORGANIZATION AND SUBMISSION

5.0 General

This part 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.

5.1 Proposal Identification

Proposals will be submitted electronically and shall be titled “**Design-Build Services for Hillcrest Aquatic Center DCAM-23-CS-RFP-0014.**”

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

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

5.2 Date and Time for Receiving Proposals

Proposals shall be received electronically as identified in **Section 5.1** of this RFP no later than **4:00 P.M. on July 10, 2023**. The Offeror assumes the sole responsibility for timely delivery of its Proposal, regardless of the method of delivery.

5.3 Proposal 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 as follows:

5.3.1 Past Performance, Relevant Experience

- a) Detailed descriptions of no more than eight (8) projects that best illustrate the team's experience and capabilities relevant to this Project. For each such project, the Offeror should provide the information requested below:
 1. The name and location of the project.
 2. The square footage of the project
 3. A short narrative of the scope of the contractor's work on the project.
 4. The delivery method implemented on the project.
 5. The start and end dates for construction.
 6. The date of builder's engagement and point during the design process at which builder was engaged (e.g., schematic design 50% complete; schematic design 100% complete, etc.).

7. The initial substantial completion date and initial contract value, also noting the contract type (i.e., GMP, NTE or Lump Sum).
 8. The level of completion of design documents that the initial contract value was based on.
 9. The actual substantial completion date and the final contract value.
- b) The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms **Attachment L**, are completed and submitted on behalf of the Offeror directly to the Department's POC stated in **Section 1.7** by the due date for Proposals as specified in **Section 5.3**.

5.3.2 Project Management Plan and Schedule

The Project Management Plan should contain the information requested in **Section 3.4.5** of the RFP.

5.3.3 SBE Subcontracting Plan

Each Offeror shall complete and submit as part of its Price Proposal a Subcontracting Plan in the form of **Attachment I**.

5.3.4 First Source Employment Agreement

Each Offeror shall complete and submit as part of its Price Proposal a First Source Agreement in the form of **Attachment J**.

5.3.5 Preliminary Project Schedule

Each Offeror should prepare a preliminary Project schedule (the "Baseline Schedule") that shows how the Offeror intends to complete the Project in a timely manner. The Baseline Schedule shall be subject to review and approval by the Department. The Design-Builder shall incorporate any adjustment to the Baseline Schedule as may be reasonably requested by the Department. The Baseline Schedule shall be prepared in CPM and be developed in a sufficient level of detail so as to permit the affected parties (i.e. the Department, the Architect and the Design-Builder) to properly plan the Project, and shall show: (i) key design milestones and bid packages; (ii) release dates for long lead items; (iii) release dates for key subcontractors; and (iv) Substantial and Final Completion Dates. The preliminary schedule must also be submitted in Primavera 6 native format, and upon award, shall be updated by the Design-Builder, at a minimum, on a bi-weekly basis. The schedule should demonstrate that the Offeror understands the Project and has a workable method to deliver the Project in a timely manner.

5.3.6 Price Proposal

The Price Proposal shall be organized as follows:

- a) **Offer Letter.** Each Offeror shall submit a bid form substantially in the form of **Attachment B**. Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the Proposal non-responsive.
- b) **Bidder-Offeror Certification Form.** Each Offeror shall complete and submit with its Price Proposal the Bidder-Offeror Certification Form attached hereto as **Attachment C**. An Offeror who submits an incomplete or improperly or inaccurately completed Bidder-Offeror Certification Form may be deemed non-responsive.
- c) **Tax Affidavit.** Each Offeror must submit a tax affidavit substantially in the form of **Attachment D**. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia Government.
- d) **Bid Bond.** Each Offeror shall submit with their Price Proposal a bid bond in the amount specified and further explained in **Part 9, Section 9.0**, in the form of **Attachment F**.
- e) **SBE Subcontracting Plan.** Each Offeror must submit an SBE Subcontracting Plan substantially in the form of **Attachment I**.
- f) **First Source Agreement and Employment Plan.** Each Offeror must submit a First Source Agreement and Employment Plan substantially in the form of **Attachment J**.
- g) **Conflict of Interest Disclosure Form.** Each Offeror shall submit a conflict of interest disclosure statement substantially in the form of **Attachment P**.
- h) **Equal Employment Opportunity Policy Form.** Each Offeror shall submit an EEO policy form substantially in the form of **Attachment R**.
- i) **Certification to Furnish Performance & Payment Bond.** Each Offeror shall submit a certification to furnish a performance & payment bond substantially in the form of **Attachment S**.
- j) **Certificate of Clean Hands.**
- k) **A copy of business license.**
- l) **Campaign Finance Reform Act Self-Certification Form Attachment V.**

PART 6 – PROCEDURES & PROTESTS

6.0 Contact Person

Offerors should contact the Department's POC as stated in **Section 1.7** for information about this RFP or for any written questions or inquiries regarding the RFP.

6.1 Preproposal Conference Call

A pre-proposal conference will be held on **June 14, 2023 at 2:00 p.m.** The conference will be held via Microsoft Teams. Interested Offerors are strongly encouraged to attend using the link below:

[Click here to join the meeting](#)

6.2 Explanations to Prospective Offerors

Each Offeror should carefully examine this RFP and any and all amendments, addenda or other revisions, and thoroughly be familiar 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 RFP 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 Proposals or if the lack of information would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the Agreement shall not be binding.

Requests should be directed to the Department's POC through the DGS web portal no later than **4:00 p.m., on June 23, 2023**. The person making the request shall be responsible for prompt delivery.

6.3 Protests

Protests shall be governed by D.C. Official Code § 2-360.08 and Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734).

6.4 Contract Award

This procurement is being conducted in accordance with D.C. Code § 2-354.03 and the provisions of Title 27 DCMR §§ 4700, et seq., of the Department's Procurement Regulations. Responses to the RFP shall be in the form of competitive sealed Proposals and the Agreement shall be awarded based on the Proposal that is the most advantageous to the Department, or in the event of more

than one award, the Proposals that are the most advantageous to the Department. The RFP sets forth the evaluation factors and indicates the relative importance of each factor. The RFP contains a statement of work or other description of the Department's specific needs, which shall be used as a basis for the evaluation of the Proposals. Price will be evaluated; however, while price or total cost to the Department may be an important or even deciding factor in most source selections, the Department may select the source whose Proposal is most advantageous in terms of technical merit and other factors. As such, the Agreement contemplated hereunder will be awarded to the Offeror whose competitive sealed Proposal is determined by the source selection official to be the most advantageous to the Department considering technical merit and other factors.

6.5 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 reserve the right to distribute or use such information as it determines.

6.6 Examination of Proposals

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

6.7 Late Proposals and Modifications

- a) Any Proposal or BAFO received at the office designated in **Section 5.2** after the time specified in **Section 5.3** shall not be considered.
- b) Any modification of a Proposal, including a modification resulting from the CCO's requests for BAFOs, is subject to the same conditions as in **Section 6.7 (a)** stated above.
- c) The only acceptable evidence to establish the time of receipt at the Department's designated office is the time-date stamp of such installation on the Proposal wrapper or other documentary evidence of receipt maintained by the installation.
- d) Notwithstanding any other provisions of this RFP to the contrary, a late modification of an otherwise successful Proposal which makes its terms more favorable to the Department may be considered at any time as received and may be accepted.
- e) Proposals shall be irrevocable and remain in full force and effect for a period not less than one hundred twenty (120) days after receipt of Proposals.

6.8 No Compensation for Preparation of Proposals

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any Proposals submitted in response to this RFP, or prepared in connection

therewith, including, but without limitation, any Proposals, statements, reports, data, information, materials or other documents or items.

6.9 Rejection of Proposals

The Department reserves the right, in its sole discretion:

- a) To cancel this RFP, in whole or in part, at any time before the opening of Proposals and/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 RFP.
- g) To reject Proposal that indicates a lack of understanding of any aspect of the Project.
- h) To reject Proposals that are too costly, financially or otherwise, to the Department relative to other Proposals and the Project budget.
- i) To reject Proposals where the Offeror has altered any pricing element or line item by thirty percent (30%) from the initial Proposal or median price for that pricing element or line item in response to a Request for a best and final offer.
- j) To reject Proposals that are deemed non-responsive.

6.10 Limitation of Authority

Only a Contracting Officer with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the Agreement. 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 CCO or its authorized representative.

6.11 Non-Responsive Proposals

6.11.1 Certification. The Department may consider a Proposal non-responsive if the Offeror fails to properly complete or provides accurate information on the Bidder/Offeror Certification Form **Attachment D**.

PART 7 - DESIGN BUILD AGREEMENT

7.0 Contract Documents

The Design-Build Agreement Form of Contract is attached to the RFP as **Attachment M**. The Standard Contract Provisions are attached hereto as **Attachments G and H**. Offerors should carefully review the Agreement and Standard Contract Provisions when submitting their Proposals. To the extent there are any ambiguities or inconsistencies between this RFP, the Standard Contract Provisions and Agreement shall have precedence. Offerors are advised that they are required to submit their Proposals premised upon agreeing to the terms of the Standard Contract Provisions and entering into a Letter Contract, and subsequently, the Agreement.

PART 8 - INSURANCE REQUIREMENTS

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance to the Contracting Officer (CO) giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO.

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

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

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons,

broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

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

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor in connection with work under this agreement, with a minimum combined single limit of \$1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

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

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

The Commercial Auto Liability policy shall be further endorsed to:

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

- d. Defense costs shall be in addition to and not erode the limits of liability
 - e. If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

- a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
 - b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
 - c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.
4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Contractor's operations or services with a limit of \$2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Contractor on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Contractor shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.
5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act

and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits of \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

7. Environmental Liability/Contractors Pollution Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of environmental liability insurance covering losses caused by pollution or other hazardous conditions arising from ongoing or completed operations of the Contractor. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), clean-up costs, transit and non-owned disposal sites. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements. There shall be neither an exclusion nor a sublimit for mold or fungus-related claims. The minimum limits required under this paragraph shall \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor’s performance of any work under the Contract and that continuous completed operations coverage will be maintained for at least ten (10) years or an extended reporting period shall be purchased for no less than ten (10) years after completion.

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

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

8. Installation-Floater Insurance - For projects not involving structural alterations, the contractor shall provide an installation floater policy with a limit equal to the Property

values being installed as part of the project. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor.

9. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts or through a separate stand alone sexual abuse and molestation policy with confirmation there are no exclusions for abuse or assault & battery under the General Liability. So called “silent” coverage or “shared” limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the ORM for compliance review.

Construction Projects Controlled by the District

For construction projects controlled by the District, the District will procure the following policies with the District listed as the first named insured. Since the District will control the placement of the policies, the District should not contractually bind itself to secure coverage broader than the minimum that satisfy the interests of the Contractor.

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

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

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

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

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

C. SUBCONTRACTOR INSURANCE REQUIREMENTS

Any and all subcontractors engaged by Contractor for work under this agreement shall be required to have the same insured required of Contractor. Should the Contractor wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor. In either instance, the Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

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

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

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

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

I. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Contractor

no long complying with the above requirements. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Contractor at least 30 days' notice of the change. Contractor must comply, at your expense, and deliver to the CO evidence of compliance before the change becomes effective.

- J. **CERTIFICATES OF INSURANCE.** The Contractor must send to CO, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Contractor must also provide us with evidence of renewal before the expiration date of each insurance policy. Contractor is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:

Obaidullah Ranjbar
Contracting Officer
Department of General Services
Contracts and Procurement Division
3924 Minnesota Ave, NE, 5th Floor
Washington, DC 20019
Obaidullah.Ranjbar@dc.gov

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

- K. **DISCLOSURE OF INFORMATION.** The Contractor agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

- L. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.
- M. WARRANTIES. When applicable, the Contractor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). CO should collect, review for accuracy, and maintain all warranties for goods and services.

PART 9 - BONDS REQUIREMENTS

9.0 Bid Bond

Offerors are required to submit with their Proposals a bid bond in the amount of five percent (5%) of total bidding budget, in the form included as **Attachment F**. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties. Alternatively, Offerors may submit a cashier's check in lieu of a bid bond. However, in the event an Offeror who is awarded the Agreement fails to post a payment and performance bond (**Attachment U**) for the full value of the Agreement, the Offeror shall thereby forfeit the full amount of the cashier's check, and the Department shall collect such funds as liquidated damages. If the Offeror chooses to submit a cashier's check in lieu of a bid bond, the Offeror must complete the form included as **Attachment Q** and return, notarized, with the Offeror's Proposal.

9.1 Trade Subcontractor Bonds

The Agreement will require that all trade subcontractors provide a payment and performance bond (**Attachment U**) having a penal value equal to one hundred percent (100%) of the cost of the trade subcontract. All such bonds shall be written on a dual-obligee basis.

9.2 Contractor's Payment and Performance Bond

In addition to the trade subcontractor bonds required by **Section 9.1**, the Design-Builder will be required to post a payment and performance bond (**Attachment U**) having a penal value equal to the target GMP or Not-to-Exceed value established at the time the Agreement is executed. The Design-Builder will be required to post updated payment and performance bonds to reflect the GMP Amendment amount.

PART 10 - MISCELLANEOUS PROVISIONS

10.0 Conflict of Interest

The Department reserves the right, in its sole discretion, to make determinations relative to potential conflicts of interest on a project-specific basis. Offeror shall submit the Conflict-of-Interest Disclosure Statement with their Proposals (**Attachment P**).

10.1 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY

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

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

10.2 NONPROFIT FAIR COMPENSATION ACT OF 2020, D.C. Code § 2-222.01 *et seq.*

10.2.1 Nonprofit organizations, as defined in the Act, shall include in their rates the indirect costs incurred in the provision of goods or performance of services under this contract pursuant to the nonprofit organization's unexpired Negotiated Indirect Cost Rate Agreement (NICRA). If a nonprofit organization does not have an unexpired NICRA, the nonprofit organization may elect to instead include in its rates its indirect costs:

- (1) As calculated using a *de minimis* rate of 10% of all direct costs under this contract;
- (2) By negotiating a new percentage indirect cost rate with the awarding agency;
- (3) As calculated with the same percentage indirect cost rate as the nonprofit organization negotiated with any District agency within the past 2 years; however, a nonprofit organization may request to renegotiate indirect costs rates in accordance with B.X.2; or
- (4) As calculated with a percentage rate and base amount, determined by a certified public accountant, as defined in the Act, using the nonprofit organization's audited financial statements from the immediately preceding fiscal year, pursuant to the OMB Uniform Guidance, and certified in writing by the certified public accountant.

10.2.2 If this contract is funded by a federal agency, indirect costs shall be consistent with the requirements for pass-through entities in 2 C.F.R. § 200.331, or any successor regulations.

10.2.3 The Contractor shall pay its subcontractors which are nonprofit organizations the same indirect cost rates as the nonprofit organization subcontractors would have received as a prime contractor.

10.3 Campaign Finance Reform Act

10.3.1 The Contractor agrees to comply with the Campaign Finance Reform Act certification requirement pursuant to the D.C. Official Code § 1-1161.01 (**Attachment V**).

10.4 Definitions

Capitalized terms not otherwise defined in the Agreement definitions section shall have the meanings given to them in the RFP.

10.5 Abbreviations

The following are abbreviations used throughout this RFP:

CPM	Critical Path Method
GMP	Guaranteed Maximum Price
LEED	Leadership in Energy & Environmental Design
NTP	Notice to Proceed
RFP	Request for Proposals
OP	Office of planning
CO	Contracting Officer
CCO	Chief Contracting Officer
CA	Contract Administrator
CFA	Commission of Fine Arts
COTR	Contracting Officer's Technical Representative
DPR	District of Columbia Department of Parks and Recreation
CBE	Certified Business Enterprise
SBE	Small Business Enterprises

PART 11 - ATTACHMENTS

Attachment A1	DPR Hillcrest Indoor Aquatic Center Design Inspiration
Attachment A2	Hillcrest Recreation Center 2015 Renovation Drawings
Attachment A3	Specifications for Recreation Center Facilities
Attachment A4	DGS Project Closeout Protocol
Attachment A5	OCTO Standards and Practices for Communications Environments
Attachment A6	DPR Signage Template
Attachment A7	DPR Lighting Guidelines
Attachment B	Form of Offer Letter
Attachment C	Offeror's Certification Form
Attachment D	Tax Affidavit
Attachment E	Davis-Bacon Wage Rates
Attachment F	Bid Bond Form
Attachment G	Standard Contract Provisions for Construction
Attachment H	Standard Contract Provisions Architectural & Engineering Services
Attachment I	SBE Subcontracting Plan
Attachment J	First Source Agreement and Employment Plan
Attachment K	2023 Living Wage Act
Attachment L	Past Performance Evaluation Form
Attachment M	Form of Contract for Design-Build Agreement (will be issued via Addendum)
Attachment N	Notice to Proceed and Letter Contract
Attachment O	Bid Guarantee Certification
Attachment P	Conflict of Interest Disclosure Statement
Attachment Q	Release of Lien Forms
Attachment R	Equal Employment Opportunity Policy Statement
Attachment S	Certification to Furnish Performance & Payment Bond
Attachment T	Service Contract Act
Attachment U	Payment and Performance Bond (Construction)
Attachment V	Campaign Finance Reform Act Self-Certification Form