

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract Number	Page of Pages 1 7	
2. Amendment/Modification Number <b>A01</b>		3. Effective Date <b>12/14/21</b>	4. Requisition/Purchase Request No.	5. Caption: See Block 14.	
6. Issued By: DISTRICT OF COLUMBIA PUBLIC LIBRARY Office of Procurement 901 G Street, NW - 4th Floor Washington, DC 20001			7. Administered By (If other than line 6)		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			9A. Amendment of Solicitation No. <b>DCPL-2022-R-0018</b>		
			9B. Dated: <b>11/23/2021</b>		
			10A. Modification of Contract/Order No.		
			10B. Dated (See Item 13)		
Code		Facility			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>					
A. This change order is issued pursuant to: (Specify Authority)					
The changes set forth in Item 14 are made in the contract/order no. in item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of:					
C. This supplemental agreement is entered into pursuant to authority of:					
X D. Other (Specify type of modification and authority)					
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copy to the issuing office.					
14. Description of amendment/modification					
<b>Caption: Design-Build Services for New Library in Congress Heights to Replace Existing Parklands-Turner Library</b> The subject solicitation is amended as follows.					
1. See the response to Offeror questions on pages 2 through 7. 2. All other terms and conditions of the RFQ remain unchanged.					
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer Diane Wooden		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia <i>Diane Wooden</i>		16C. Date Signed 12/14/2021
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

## AMENDMENT OF SOLICITATION

**SOLICITATION NO. DCPL-2022-R-0018 AMENDMENT NO. A01 Page 2 of 7**

### RESPONSE TO OFFEROR QUESTIONS

Question No.	Question	Response
1	If distributed, do Amendments/Addendums count toward the 30-page limitation?	Amendments/Addendum acknowledgment is excluded from the 30-page limit.
2	What is included in the overall 30-page count? For example, do the table of contents or the cover page count towards the total?	The 30-page limit applies to all pages in the proposal except for: <ul style="list-style-type: none"> <li>• Cover page</li> <li>• Tabs</li> <li>• Acknowledgment of Addendum and clarifications document issued by the Library.</li> </ul>
3	Section C.2 of the RFQ states the Step 1 proposal is limited to a maximum of 30 pages. Does the page limit include the covers and tabs?	See response to Question 2
4	Design is completed, and substantial completion of construction will be reached on a relevant project very close to the RFQ submission date. Does this qualify for the relevant experience response section?	Yes
5	Will any cost estimate/ budget or prospective start date information be released for this RFQ?	Section M.3.10, notes the project funding at \$20M and Section C.6 delineates a baseline project schedule.
6 (Continued on next page)	How many projects are required for M.3.4 for the Design Team?	Section M.3.4 is amended to clarify that the Design firm shall provide up to 4 relevant projects with a 2-page limit for each project. These can be distinct from and in addition to 4 projects submitted by the Build Firm in response to M.3.1. The guidance provided for relevance and recency within M.3.1 also applies to M.3.4.

**AMENDMENT OF SOLICITATION  
MODIFICATION OF CONTRACT**

**SOLICITATION NO. DCPL-2022-R-0018 AMENDMENT NO. A01 PAGE 3 of 7**

<b>Question No.</b>	<b>Question</b>	<b>Response</b>
		<p><b><u>Insert within M3.2:</u></b> Build team expertise for criteria noted within M3.2 will be evaluated from information submitted within M3.1.</p> <p><b><u>Insert within M3.5:</u></b> Design expertise for criteria noted within M3.5 will be evaluated from information submitted within M3.4</p>
7	Do the criteria for the Build Firm in M.3.1 also apply to the Design Firm in M.3.4?	See response to Question 6 for submission requirements for M.3.1 & M.3.4.
8	For M.3.5 Expertise in Designing Civic or Cultural Destinations on Challenging Urban Infill Sites, how many projects can we talk about? Can we talk about more than the projects that were covered in M.3.4?	See response to Question 6.
9	Is there a community representative group for the project? Similar to DCPS's SIT (School Improvement Team).	DC Public Library conducts direct community engagement rather than an advisory group of SIT approach. The library conducts robust community engagement to ensure the community has a voice throughout the design process to provide meaningful input in the programs and services in their new library. Reference Section B2.2 of the RFQ. Note that Step 2 RFP will expand on information issued in Step 1.
10	Section L.5.1 of the RFQ lists the proposal organization. The last section is for Amendments. Please advise what information is to be included in this section.	Amendments will include the Offeror's acknowledgment of addendums and clarifications issued by the library since the issuance of the Step 1 RFQ on November 23, 2021.

**AMENDMENT OF SOLICITATION  
MODIFICATION OF CONTRACT**

**SOLICITATION NO. DCPL-2022-R-0018 AMENDMENT NO. A01 PAGE 4 of 7**

Question No.	Question	Response
11	Section M.3.4 of the RFQ lists the evaluation criteria for the past performance, expertise, and experience of the design firm, however, no number of projects is requested for the Design firm. Please advise.	See response to Question 6.
12	Section M.3.1 of the RFQ states the Build team should provide recent projects completed in the past five (5) years. This is very limiting, so can the time frame be increased? If so, to what?	<p>M.3.1 Past Performance, Expertise, and Experience of Build Firm</p> <p><b>Delete:</b> 2. The Offeror shall provide recent and relevant projects completed in the past five (5) years.</p> <p><b>Insert:</b> 2. The Offeror shall provide recent and relevant projects completed in the past <b>ten (10)</b> years.</p>
13	Section M.3.10 of the RFQ states that proposals that do not demonstrate bonding capacity will not be considered to be shortlisted to Step 2 however section L.5.1 describing the organization of the proposal does not include a section for this information. Please advise where this information should be submitted with the response and if this counts towards the 30-page limit.	L.5.1 Proposal organization is amended to require certification from Surety Company within Section 8 and acknowledgment of Amendments is to be included in Section 9.
14	Request form of contract beyond the contract standard provisions provided. The standard contract provisions do not address the Design-Build framework and associated risk. Specifically:	A boilerplate version of the most recently executed Design-Build contract from a branch project will be issued with Step 2 and will supersede Attachment J.1 that was issued with the Step 1 RFQ.
14.a (Continued on next page)	What percentage of the design fee is at risk? If any. It is difficult to evaluate this RFP without understanding the design fee structure and milestones.	Entire 8% is at risk. The library's business strategy for award fee as noted in Section C.5 is based on partnering with a Design-Build firm that has confidence in its ability to excel and fully earn the award fee. As a clarification

**AMENDMENT OF SOLICITATION  
MODIFICATION OF CONTRACT**

**SOLICITATION NO. DCPL-2022-R-0018 AMENDMENT NO. A01 PAGE 5 of 7**

<b>Question No.</b>	<b>Question</b>	<b>Response</b>
		to Section C.5, the final selected Design-Build team will be at the table to inform the key milestones, review evaluation criteria, and associated award fee invoiceable immediately following evaluation.
14.b	Confirm the 8% fee is in addition to the design fees and is strictly related to Contractor potential profit.	From the Library's vantage point, the Design-Build team amongst themselves shall determine how they share the 8% profit or the risk of not earning premium profit across disciplines.
14.c	How much of the 8% fee is at complete risk?	See response to question 14.a
15	How is the design-build team paid during the preconstruction fee, related to the at-risk and design milestones referenced in Section C.5?	As per clarification to question 14.a, the award fee earned by the Design-Build team at each milestone will be billable immediately following evaluation.
16	Related to Q15 above, what is the expected structure of the price proposal. Will the cost of the pricing be evaluated for low cost? If so, a more detailed scope would be necessary to ensure all offerors are pricing the same level of services.	As noted in RFQ Section C.3 firms shortlisted to Step 2 will be required to submit limited pricing for early phases of the project along with a detailed technical proposal. Pricing is one of the many determining factors.
16.a	Is Line 4 all design and builder fees, what costs will be included. Traditionally we see the structure of pricing with payment milestones.	<p>Like the Library's RFP process for the most recent Design-Build projects, the evaluation criteria, and scoring structure are aimed to select the team best qualified to deliver on project goals.</p> <p>Like the administration of the most recently awarded Design-Build contracts, there is to be the highest collaboration amongst the Library and Design-Build team to stipulate how the project funding is optimized for delivering on project goals.</p>

**AMENDMENT OF SOLICITATION  
MODIFICATION OF CONTRACT**

**SOLICITATION NO. DCPL-2022-R-0018 AMENDMENT NO. A01 PAGE 6 of 7**

Question No.	Question	Response
17.a	Is the Build Firm the Design/Build offeror or specifically the Contractor?	Traditionally responses received for Design-Build projects have noted the Build Firm as the prime.
17.b	Is the offeror limited to only (4) projects or is the intent (4) from each the Builder and the Designer for a total of (8) projects to be evaluated? See Section M.3.1 defining 4 projects, yet section M.3.4 references “for each project” but does not identify a quantity. This will impact total page limit requirements as well.	See response to Question 6.
18	Is it permissible to include two resumes for our Lead Design team? If permissible, please confirm that each designer can include a resume of two pages for a total of four pages for the Lead Designers.	A single resume is to be submitted for the design team lead. Teams shortlisted to Step 2 will have the opportunity to submit resumes of key personnel critical to the success of the project.
19	Will this project be subject to the District’s First Source Law? If yes, will the workforce percentage or new hire standard apply?	Pursuant to DC Code, the team selected from Step 2 shall enter into a First Source Employment Agreement with the Department of Employment Services (DOES). Attached is a fact sheet from DOES that provides clarity on required percentages for each workforce category.
20	Will this project be subject to the Davis Bacon Act? If yes, please provide the applicable wage determination.	Yes. The applicable Davis Bacon Wage Determination will be issued as an attachment to Step 2.
21 (Continued on next page)	Do the future road and infrastructure design for the St. E’s campus anticipate a building on Parcel 16 (curb cuts, utilities, etc.) or will this have to be coordinated during the design of the project?	As part of St E's development undertaken by the Deputy Mayor for Planning and Economic Development (DMPED), the future road 13 is anticipated to be complete in advance of the library construction, and the selected Design-Build team will undertake granular coordination

**AMENDMENT OF SOLICITATION  
MODIFICATION OF CONTRACT**

**SOLICITATION NO. DCPL-2022-R-0018 AMENDMENT NO. A01 PAGE 7 of 7**

<b>Question No.</b>	<b>Question</b>	<b>Response</b>
		with all applicable entities for all infrastructure relevant for the library. Attachment to be issued with Step 2 will include site diagrams and engineering studies available via DMPED.
22	Will the site for the library include the existing Washington Metropolitan Area Transit Authority (WMATA) building? If so, what is the current agreement with WMATA about the anticipated construction and use of Parcel 16?	WMATA building is not part of the buildable area on Parcel 16. All required design and construction coordination with WMATA will be done in lockstep with DMPED.
23	Is the project anticipated to be NZE or NZE ready?	The library looks to the Design-Build team to shepherd the project to the highest level of sustainability and this will be collaboratively ascertained once the Design-Build team is on board.
24	Section M.3.3 is requesting the resume of the Build Firm Principal. Please confirm DCPL is seeking the resume of the individual leader that will be assigned to run this exciting new library project and, and not the actual Principal of the firm.	The library is looking for the lead on the Build Firm side responsible for the overall success of the project.
25	In Section C.5, please confirm the Award Fee of 8% is the stated Design-Build team profit.	Yes. See response to Question 14.

## THE DISTRICT OF COLUMBIA

### Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011

The District of Columbia Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011 significantly changed the District's First Source law. Crafted to increase the number of D.C. residents hired on projects funded by D.C. taxpayer dollars, the Act implemented more aggressive requirements for hiring, monitoring, and compliance. These changes ensure that District residents are given priority for new jobs created by municipal financing and development programs.

#### Other major changes to the new law include:

- The initial Employment Plan from bidders or offerors must outline a strategy to meet local hiring requirements as part of its response to the bid solicitation. An evaluation will be made and shall be worth 10% of the overall score of the bid or proposal.
- The new law requires bidders and offerors of government contracts valued at five million dollars (\$5M) or more to submit initial Employment Plans that reveal past compliance and employment practices of D.C. residents as part of their bid packages. The past compliance also includes disclosure of apprenticeship and Davis-Bacon Act compliance.
- The winning bidder or offeror must submit a revised Employment Plan to the using agency for approval prior to beginning work associated with the relevant government project or contract. The new law outlines the requirements for Employment Plans.
- The new law requires the primary beneficiary of the First Source Employment Agreement to choose whether the hiring requirements of District residents will be cumulative on a project or contract or will be met by each individual beneficiary covered by the project or contract.
- The Department of Employment Services (DOES) must receive the First Source Employment Agreement no less than seven (7) calendar days in advance of the project or contract start date, whichever is later. No work associated with the relevant government assistance can begin on a project or contract until the First Source Employment Agreement has been accepted by DOES.
- The new law eliminates contracts under \$300,000 from the First Source obligations, but continues to require 51% of all new hires on government contracts be District residents.



- Government-assisted construction projects receiving government assistance totaling five million dollars (\$5M) or more must have the following percentage of D.C. residents on those projects:
  - o 20% of journey-worker hours
  - o 60% of apprentice hours
  - o 51% of skilled laborer hours
  - o 70% of common laborer hours
- The new law allows contractors to double-count hours worked by “hard to employ” District residents up to 15% of total hours worked by District residents.
- The new law allows DOES to consider altering the ratio of apprentices to journey-workers employed, based on a compelling District resident hiring rationale.
- The new law allows “roll over” hours for beneficiaries to count hours that exceed previous requirements toward their current requirements if hours are in excess.
- The new law maintains the 5% direct and indirect labor costs (monetary fine) level. The new law also includes debarment for those found in violation two (2) times over a ten-year period for a period of five (5) years.
- Appeals are heard by the Contract Appeals Board.

## FIRST SOURCE PROGRAM

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