

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages 1 9	
2. Amendment/Modification Number A01	3. Effective Date See 16C	4. Requisition/Purchase Request No. DESIGN-BUILD SERVICES FOR THE CLEVELAND PARK LIBRARY		7. Administered By (If other than line 6)	
6. Issued By: OFFICE OF PROCUREMENT DISTRICT OF COLUMBIA PUBLIC LIBRARY 901 G Street, N.W. 4th Floor Washington, D.C. 20001			Code		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			9A. Amendment of Solicitation No. DCPL-2016-R-0034		
			9B. Dated: 12/23/2014		
			10A. Modification of Contract/Order No.		
			X 10B. Dated (See Item 13)		
Code	Facility				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<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)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
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 27 CRM, Chapter 36, Section 3605.1c					
C. This supplemental agreement is entered into pursuant to authority of:					
X D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. Description of amendment/modification					
Caption: Design-Build Services for the Cleveland Park Library					
The subject solicitation is hereby amended as follows:					
1. Please see the attached answers to questions submitted for clarifications.					
2. Delete Attachment J.11, Section B.5 Price Schedule and substitute with the attached revised Section B.5 Price Schedule.					
ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.					
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 Wodden		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia		16C. Date Signed
(Signature of person authorized to sign)			<i>Diane Wodden</i>		12/23/14
			(Signature of Contracting Officer)		

**AMENDMENT OF SOLICITATION
MODIFICATION OF CONTRACT
(Continuation)**

SOLICITATION NO. DCPL-2015-R-0034 AMENDMENT NO. A01 PAGE 2 of 9
Design-Build Services for the Cleveland Park Library

RESPONSE TO OFFEROR QUESTIONS

1. Per Section L.16 of the RFP, should an electronic copy of the proposal included in the submission?
Answer: Yes, an electronic copy should be submitted either on a CD or thumb drive.
2. Per Section M.2.1 through M.2.8, 110 points are available before preference points (up to 12) are incorporated. Should I assume the up to 110 points will then be scaled to 100, before preference points applied?
Answer: Total possible points is 100 before preference points.
3. Who is considered the prime contractor for this opportunity?
Answer: The prime contractor will be the company/firm that will deliver the complete project, has the bonding capacity for a project of this magnitude and ability to manage necessary trade sub-contractors. DCPL acknowledges that the architect and engineering components will serve as a sub-contractor/sub-consultant to the prime contractor.
4. Do you anticipate a joint venture between a designer and a builder being established for this proposal?
Answer: No
5. Should the required price proposal documents (i.e. first source employment agreement, EEO information report, and tax affidavit) be completed by both the designer and the builder?
Answer: These documents should be submitted by the prime contractor that represents the entire design-build team.
6. Would you like the Mentor-Protégé template agreement (completed by the Builder, per the pre-proposal conference today) included in the Technical or Price Proposal?
Answer: Yes. Teams that do NOT submit a completed Mentor-Protégé agreement will be deemed non-responsive.
7. How many past performance evaluations (for the builder and designer) are recommended for inclusion in the technical proposal?
Answer: three

**AMENDMENT OF SOLICITATION
MODIFICATION OF CONTRACT
(Continuation)**

SOLICITATION NO. DCPL-2015-R-0034 AMENDMENT NO. A01 PAGE 3 of 9
Design-Build Services for the Cleveland Park Library

8. Can you provide any additional information on the 'Design Portfolio', per section L.5.6.1 (to be included in Section 9 of the Technical Proposal)?

Answer: All information on the Design Portfolio is included in the solicitation.

9. Does the 35% subcontracting requirement only apply to this portion of the proposal - will it be re-negotiated with the GMP Proposal?

Answer: The 35% sub-contacting requirement will ultimately apply to the final GMP proposal – which will include all phases of work. Contractors shall submit a sub-contract plan that show's how the CBE goal will be meet or exceeded.

10. Is the prime builder allowed to be on more than one design-build team?

Answer: Yes.

11. Is the prime designer allowed to be on more than one design-build team?

Answer: Yes.

12. Page 14, Section C.5.1.3, Line 3 : The section states that "The Design-Builder will not be permitted to self-perform work unless authorized by DCPL." Does the self-performance limitation also apply to the Protégé?

Answer: No.

13. Attachment J-14 Mentor Protégé Template: Please clarify if it is sufficient for the "Protégé" to be a DC certified LSDBE or whether it must also be classified as a "minority" firm.

Answer: Protégé firms must be certified as LSDBE by the DC Office of Small and Local Business Development (DSLBD)

14. Are there any non-CBE General Contracting firms that are seeking to "partner" with a DC CBE for the required Mentor-Protégé program that you could forward to us to contact?

Answer: DC CBE firms shall seek out mentor firms, DCPL does not hold a list of non-CBE General Contracting firms.

15. Are there any smaller General Contracting firms that are seeking to "partner" with a "larger" DC CBE for the required Mentor-Protégé program that you could forward to us to contact?

Answer: DCPL does not hold such a list. Firms are responsible for seeking and establishing mentor-protégé partnerships.

**AMENDMENT OF SOLICITATION
MODIFICATION OF CONTRACT
(Continuation)**

SOLICITATION NO. DCPL-2015-R-0034 AMENDMENT NO. A01 PAGE 4 of 9
Design-Build Services for the Cleveland Park Library

16. Being that this is a Design Build Fee based RFP, how should we look to fill out the Subcontracting Plan for the RFP as there are no Plans, costs and contractor outreach to provide the companies and initial percentages required by the form? Should we fill in the Design Team as subcontractors?

Answer: Offerors shall fill out the form to the best of their ability based on the size and scope of this project. The design team shall be considered a 'sub-contractor'. Final subcontracting plan will be agreed upon as part of final GMP submission.

17. Regarding Attachment J. 8 – Past Performance Evaluation Form. Are these to be incorporated into our proposal? If so, are there specific instructions regarding the forms, and would it be possible to extend the due date for the questionnaires to facilitate clients' year-end schedules?

Answer: See Section L.5.6.1 Volume 1 (Section 5 and 6) for where in the proposal past evaluation forms should be located. The due date will not be extended.

18. Section L.5.6.1 Volume 1 – Technical Proposal. There is a reference to “Section 9 – Design Portfolio” but no further instructions regarding what is to be included. Please advise.

Answer: See response to Question 8.

19. L.16 – Electronic Copy of Proposals for FOIA Requests. Is this electronic copy to be included on a USB flash drive with our proposal, or via email to the Contracting Officer or Specialist?

Answer: USB flash drive or CD and shall be delivered as part of the hard copy submission.

20. Section L. 20 – Legal Status of Offeror. Should this information be included in the Technical or Price proposal, and in what section?

Answer: Volume 2, Section 3.

21. Section M.4.1.9 Mentor-Protégé Preference. Should our Mentor-Protégé agreement be included in the Technical or Price proposal, and in what section?

Answer: Volume 1, Section 3.

22. With regard CLIN 0004 in the Form of Offer Letter– do you also want to see subconsultants (i.e. Civil Engineer, etc.) fees broken out in the same way as the architect design fees?

Answer: CLIN 0004 should read – Design-Build Fee. This represent's the design-builders overall fee for the entire project.

**AMENDMENT OF SOLICITATION
MODIFICATION OF CONTRACT
(Continuation)**

SOLICITATION NO. DCPL-2015-R-0034 AMENDMENT NO. A01 PAGE 5 of 9
Design-Build Services for the Cleveland Park Library

23. How do you want expenses shown in the Fee Proposal / Form of Offer Letter?
Answer: Expenses for the architect shall be shown in CLIN 0002, expenses for the builder shall be shown in CLIN 0005.
24. In the pre-proposal conference – you mentioned the community is interested in retaining certain aspects of the building. Can you provide more insight on this? Are there public meeting minutes you can direct us to discussing this?
Answer: The selected design-builder will have numerous opportunities to engage with the community during the programming and design phases of the project.
25. Are there any requirements for the interim design space with regard to sustainability?
Answer: No.
26. For Volume Two – Price Proposal – does the Builder and Designer have to submit all of the forms outlined in this section or just the prime contract holder (ie the Builder)?
Answer: Forms are to be submitted by the prime contract holder (the builder).
27. Is there a proposed budget for the interim library?
Answer: Approximately \$375,000 to \$500,000.
28. Is there a proposed budget for the new Cleveland Park library?
Answer: The overall project budget (includes, design, project management, construction, interim, technology, security systems, and furniture) is \$18,670,000.
29. What is the budget for making the Cleveland Park library a Net Zero building?
Answer: This budget will be determined as part of the design phase. Currently there is no additional funding outside of the \$ 18,670,000.
30. What type of information do you want to see in Section 9 – Design Portfolio? How will this be evaluated in the 100 point scoring system?
Answer: See response to question 8.
31. Has HPRB and CFA made any statements in regards to their expectations for a new branch library?
Answer: No, only meeting has been with HPO staff and they indicated that the building is not a contributing structure to the Cleveland Park Historic District.
32. Is there flexibility of the duration for the various phases outlined in the scope? Can team propose changes to the project schedule within our management plan?

**AMENDMENT OF SOLICITATION
MODIFICATION OF CONTRACT
(Continuation)**

SOLICITATION NO. DCPL-2015-R-0034 AMENDMENT NO. A01 PAGE 6 of 9
Design-Build Services for the Cleveland Park Library

Answer: The schedule in the RFP was provided as a general timeline. If teams feel they can improve the schedule they should indicate that in their management plan.

33. Can you confirm that the project is intending to achieve certification within the Living Building Challenge system? If yes, are you intending full Certification or Petal Certification? If Petal Certification, which Petals do you intend to achieve: Water, Energy, or Materials?

Answer: Petal certification. Petals will be determined as part of design phase.

34. Are you requesting that the building be certified as Net Zero Energy by the International Living Future Institute? If LBC Net Zero Energy is NOT required, is there a requirement to monitor the building post occupancy to establish whether the building has actually achieved Net Zero, or will results of energy modeling be sufficient?

Answer: The goal is for the project to be certified by the Living Building Challenge www.living-future.org/lbc Further discussion about the certification process will happen post award.

35. Please clarify, when you reference NetZero - do you mean Net Zero Energy or Net Zero Energy AND Net Zero Water

Answer: At this time Net Zero/Net Positive Energy and/or Water. Further discussion and clarification will be made post award.

36. Will letters of reference for each representative project be sufficient or does each project have to have an accompanying form as found in Attachment J8?

Answer: Teams may provide letters of reference in lieu of Attachment J.8.

37. Attachment J3 references the First Source Agreement for NON Construction Projects. Was this intended?

Answer: This project will required two (2) first source agreements. The first will be for NON construction projects (programming and design phases). The second agreement will be for construction projects.

38. Also part of attachment J3 is the employment plan, but the First Source Employment Agreement was not included. Should this have been included?

Answer: J.3 attached First Source Agreement is included with the solicitation.

**AMENDMENT OF SOLICITATION
MODIFICATION OF CONTRACT
(Continuation)**

SOLICITATION NO. DCPL-2015-R-0034 AMENDMENT NO. A01 PAGE 7 of 9
Design-Build Services for the Cleveland Park Library

39. Could you please provide clarification on the difference between Section 6 (Relevant Experience, Capabilities, & References for Designer) and Section 9 (Design Portfolio)?

Answer: Please see response to Question 8.

40. M.4.1.9 Mentor - Protege Preference states that "Any prime contractor that is not certified by DSLBD will receive points equal to fifty percent (50%) of the preference points to which the Protege CBE company is entitled." If the Design-Builder is a Certified Business Enterprise, can the Design-Builder receive 50% of the Protégé's preference points as long as the total preference does not exceed 12 points?

Answer: If the prime contractor (Mentor) firm is a CBE they will be entitled to all their preference points or 50% of the the protégé's points, whichever is greater.

41. If the purpose of the Mentor Protégé program is to encourage prime contractors to serve as mentors and to provide assistance to certified local, small, disadvantaged business enterprise firms to improve their ability to successfully compete for other contracts, it seems only fair that CBE prime contractors be permitted to receive the same preference points for participating in the required Mentor Protégé Program.

Answer: See response to question 40.

42. If I understand your program language correctly, CBE prime contractors that are certified and eligible for less than six preference points, for example, would be at a competitive disadvantage to a non-CBE prime contractor that received the maximum of six preference points for mentoring to a CBE protégé with 12 preference points. This has the effect of discouraging CBE participation as prime contractors, even though both have the required Mentor-Protégé relationship. This appears to be contrary to the Library's long-standing commitment to doing business with local, small, disadvantaged business enterprises. Please consider making all prime contractors eligible to receive the preference point incentive for the Mentor Protégé program to level the playing field for all

Answer: See response to question 40.

43. I would like to inquire about the solicitation for the Design-Build Services for the Cleveland Park Library. We are a Nashville, TN based Architecture firm interested in pursuing the RFP. We do not currently hold a professional license for the District of Columbia and wanted to verify if this was a requirement for submission of a proposal.

Answer: The architect of record must hold a DC architectural license. Please see DC Municipal Regulations (DCMR) 17-3405.1 Reciprocal Licensure. Additionally a non-DC firm may partner with a local firm that could serve as the architect of record.

**AMENDMENT OF SOLICITATION
MODIFICATION OF CONTRACT
(Continuation)**

SOLICITATION NO. DCPL-2015-R-0034 AMENDMENT NO. A01 PAGE 8 of 9
Design-Build Services for the Cleveland Park Library

44. Additionally, can you verify the Builder license requirements for the RFP?

Answer: The prime contractor must hold all applicable DC business licenses or have the ability to obtain them prior to submission of proposals.

REVISED

B.5 PRICE SCHEDULE

90F9

CLIN	DESCRIPTION	PRICE
PHASE 1 & 2		
0001	Preconstruction Fee	\$
0002	Design Fee for the New Cleveland Park Library	\$
0003	Interim Library Design Space Fee	\$
* 0004	Design Build Fee (Overhead and Profit)	\$ *
0005	General Conditions Budget	\$
TOTAL		\$

ADD ALTERNATE 0006	Net Zero Design Fee for the New Cleveland Park Library	\$
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We acknowledge and understand that the prices quoted herein are firm, fixed prices to fully complete the work described in the RFP and attachments thereto and that such amount includes funding for work which is described in the RFP and attachments thereto.

Our Proposal is based on and subject to the following conditions:

1. We agree to hold our Proposal open for a period of at least one hundred twenty (120) calendar days after the date of proposal submission.
2. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this offer form and bind the Offeror to the terms of the Offeror's Proposal. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's Proposal.
3. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a Proposal in response to the RFP in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.