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Geoffrey A. Mack
Administrative Officer

AMENDMENT NO. 03

TO: ALL PROSPECTIVE BIDDERS

**AMENDMENT
ISSUE DATE: June 28, 2024**

**SUBJECT: Solicitation No. DCSC-24-RFP-223
Recorder of Deeds Modernization Project**

**PROPOSAL
SUBMISSION
DATE: Friday, July 26, 2024, by 3:00 pm,
Eastern Standard Time**

Clarification and Questions Round 1

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

One (1) copy of this amendment is being sent to all prospective Offerors. The prospective Offeror shall sign below and attach a signed copy of this amendment to each proposal to be submitted to the Courts in response to the subject solicitation or otherwise acknowledge this amendment with the signed offer as stated in the original solicitation documents. Proposals shall be delivered in accordance with the instructions provided in the original solicitation documents.

Geoffrey A. Mack

Geoffrey Mack
Contracting Officer

Acknowledgment of this Amendment, together with the Offeror’s proposal, must be received by the District of Columbia Courts as stated in the solicitation no later than the closing date and time specified above for the receipt of proposals.

Failure by the Offeror to properly acknowledge receipt of this Amendment Number #03 may be cause for rejection of the proposal submitted by the Offeror in response to the subject solicitation.

From: Kenneth L. Evans	Q & A
Project: Recorder of Deeds Modernization Project	Round: 1
Email: Kenneth.Evans@dccsystem.gov	Date: June 28, 2024
	Pages: 5

Point of Clarification

A.1 Contract Type (Original)

The District of Columbia Courts (Owner) is seeking a qualified Design-Build contractor (Design-Builder) to provide design-build services as specified in this solicitation. The Owner will award a single Fixed Price (Lump Sum) contract with four (4) options to restore and modernize the Recorder of Deeds (ROD) building located at 515 D Street NW, Washington, DC 20001 (the Project). The Design-Builder shall deliver the Project within the dollar value provided by Owner (the Not to Exceed (NTE) Project Cost) identified below. The Design-Builder will be selected via a best value selection process whereby Design-Build is selected based on team qualifications (non-price) and fixed price to deliver the Project.

The Owner is providing the Bridging Contract Documents (BCD) Package (as attachments in Section J) to serve as the Owner's requirements. Offerors shall submit Proposals premised upon agreeing to the terms of the RFP and having thoroughly reviewed the BCD Package. A Proposal that identifies or describes changes or exceptions to the RFP may be deemed non-responsive.

A.1 Contract Type (Revised)

The District of Columbia Courts (Owner) is seeking a qualified Design-Build contractor (Design-Builder) to provide design-build services as specified in this solicitation. The Owner will award a single Fixed Price (Lump Sum) contract with four (4) options to restore and modernize the Recorder of Deeds (ROD) building located at 515 D Street NW, Washington, DC 20001 (the Project). The Design-Builder shall deliver the Project within the dollar value provided by Owner (the Not to Exceed (NTE) Project Cost) identified below. The Design-Builder will be selected via a best value selection process whereby Design-Build is selected based on team qualifications (non-price) and fixed price to deliver the Project.

The Owner is providing the Bridging Contract Documents (BCD) Package (as attachments in Section J) to serve as the Owner's requirements. Offerors shall submit Proposals premised upon agreeing to the terms of the RFP and having thoroughly reviewed the BCD Package. **A proposal that identifies or describes changes or exceptions to the RFP will be accepted and evaluated; however, proposals that encompass the full scope of the project, as defined in this RFP, while falling within fifteen percent (15%) of the "Not-to-Exceed" amounts included in this RFP will be evaluated as "more valuable" to the DC Courts. For vendors that are suggesting changes**

or exceptions to the RFP up to the percentage mentioned above, please provide justification(s) and description(s) within your proposal of anticipated value propositions corresponding to suggested changes and/or exceptions that result in encroachment of the “Not-to-Exceed” amount and/or extension of the period of performance cited in the RFP.

A.3 Not to Exceed (NTE) Project Cost (original)

The Design-Builder shall perform all efforts in accordance with the requirements of this RFP for the NTE Project Cost provided below. The NTE Project Cost includes all direct labor, materials, equipment, communication, and other direct costs as well as all indirect costs, subcontractor costs, commissions, and any other profit and expenses for which the Design-Builder expects payment. No additional charge shall be made by the Design-Builder for the requirements of this Contract, including source and documentation, error correction, or expense for any other materials or services to be performed hereunder unless specified otherwise. The Design-Builder shall also guarantee said offered price and itemized pricing, free from any change, for one-hundred and (120) days from the date of the submission of its proposal. The options may or may not be exercised at the time of the award. All pricing, breakdowns, and option shall be provided for your response in Attachment K.

A.3 Not to Exceed (NTE) Project Cost (Revised)

The Design-Builder shall perform all efforts in accordance with the requirements of this RFP for the NTE Project Cost provided below. The NTE Project Cost includes all direct labor, materials, equipment, communication, and other direct costs as well as all indirect costs, subcontractor costs, commissions, and any other profit and expenses for which the Design-Builder expects payment. No additional charge shall be made by the Design-Builder for the requirements of this Contract, including source and documentation, error correction, or expense for any other materials or services to be performed hereunder unless specified otherwise. The Design-Builder shall also guarantee said offered price and itemized pricing, free from any change, for one-hundred and **twenty** (120) days from the date of the submission of its proposal. The options may or may not be exercised at the time of the award. All pricing, breakdowns, and option shall be provided for your response in Attachment K.

H.18 No Harm for Delay (Original)

In the event that the Design-Builder encounters delays in the performance of the contract schedule that are beyond its control, including but not limited to acts of God, unforeseen weather conditions, labor strikes, or delays caused by the actions or omissions of the Owner or third parties, the Design-Builder shall be entitled to an extension of time for performance of the contract schedule, and shall not be liable for any damages, losses, or expenses incurred by the Owner as a result of such delays. However, the Design-Builder shall promptly notify the Owner in writing of any delays encountered, and shall make all reasonable efforts to mitigate the impact of such delays on the overall project schedule. The Design-Builder's right

to an extension of time under this clause shall be the sole and exclusive remedy available to the Design-Builder for delays in the performance of the contract schedule. Furthermore, the Owner agrees that changes to costs resulting from instances outside of its control shall not be permitted.

H.18 No Harm for Delay (Revised)

In the event that the Design-Builder encounters delays in the performance of the contract schedule that are beyond its control, including but not limited to acts of God, unforeseen weather conditions, labor strikes, or delays caused by the actions outside of the control of the DC Courts, the Design-Builder shall be entitled to an extension of time for performance of the contract schedule, and shall not be liable for any damages, losses, or expenses incurred by the Owner as a result of such delays. The Design-Builder's right to an extension of time under these conditions shall be the sole and exclusive remedy available to the Design-Builder for delays in the performance of the contract schedule.

In the event that the Design-Builder encounters delays in the performance of the contract schedule due to action by the DC Courts, the Design-Builder shall be entitled to an extension of time for performance of the contract and corresponding construction overhead costs. However, the Design-Builder shall promptly notify the Owner in writing of any delays encountered, and shall make all reasonable efforts to mitigate the impact of such delays on the overall project schedule.

K.4.5.3 Budget Management (Oraiganl)

To illustrate the Offeror's understanding of the NTE Project Cost as indicated in the RFP, the Offeror shall provide a narrative demonstrating that the Offeror thoroughly understands the budget limitation to complete the Project. The Offeror may include any supporting information from a Past Performance Example or past Design-Build project that may illustrate the Offeror's understanding and experience managing a Design-Build project to budget.

K.53 Submission of Overhead, Profit, and Professional Services Rates (Revised)

The Design-Builder shall provide an itemized list of fully loaded professional design services rates (\$/hr) for all design-related positions to be performed under this contract. These rates shall include all applicable costs such as labor, overhead, profit, insurance, taxes, and any other direct or indirect expenses related to the provision of professional design services. The Design-Builder shall submit a detailed breakdown of these rates to the Owner for review prior to commencing any design work. Any changes to the fully loaded rates during the term of the contract shall be subject to mutual agreement between the Owner and the Design-Builder.

The Design-Builder shall clearly indicate unit rates corresponding to overhead (\$/Day) and profit (Cost %) as it relates to design and construction activities associated with completing work in this RFP.

Questions Round #1

Q.1 Could you confirm if all or some of the AE firms involved as consultants to Smith Group for the Concept Design and BOD are precluded from being on the D-B bidder teams?

A.1 AE firms that performed as consultants or sub-consultants during the Recorder of Deeds Modernization procurement process, BOD development, and/ or Concept Design are precluded from performing as sub-consultants of prospective vendors for the Recorder of Deeds Modernization.

Q.2 Please advise if the restoration of the murals is to be included in the core and shell scope or the interior scope?

A.2 The restoration of murals is to be included in the core and shell scope.

Q.3 If the agreed-upon value of the NTE for the Base Core and Shell scope is less than the stated \$ 36 million in the RFP, can the balance of funds be transferred for additional scope/design for the interior portion of the project?

A.3 Yes. Funds not obligated to the Core and Shell, as a result of the value of the Core and Shell being less than the identified NTE, will be available for use for other scope considered, or to be considered, in support of the Recorder of Deeds Modernization project.

Q.4 Should additional hazmat be discovered and/or remediation be required, will the owner carry allowance in the contract for this additional scope?

A.4 Prospective vendors should include considerations in their proposals to adequately address the scope of hazardous materials in response to the provided Hazardous Building Materials Survey Report. The DC Courts will entertain/ address the scope of additional hazardous materials not represented in the provided survey after the award.

Q.5 Will there be a short list and/or an interview?

A.5 It is not anticipated that the DC Courts will employ a short-list and/or interviews as a part of this procurement. However, the DC Courts does reserve the right to employ these tools in evaluating proposals as it feels is needed.

Q.6 Would the DC Courts consider increasing the NTE for the Core and Shell (\$36M) by 10%-15%?

- A.6 Please see the notice of clarification and updated Section A.1.
- Q.7 Would the DC Courts consider increasing the NTE for the Fit-Out (\$5M) by 10%-15%?
- A.7 Please see the notice of clarification and updated Section A.1.
- Q.8 Would the DC Courts consider a lump sum or GMP approach where the Design Builder could provide our price without a NTE ceiling?
- A.8 DC Courts is planning this procurement as a lump sum obligation. The DC Courts will not consider GMP as an acceptable procurement method for this project.
- Q.9 Would the DC Courts consider increasing the construction duration from the referenced 14 months?
- A.9 Please see to updated Section A.1 and existing Section B.5.
- Q.10 There are code variances identified within the RFP needed to occupy the building. The RFP is structured such that the Design Builder assumes the risk to obtain these variances from DOB (formerly DCRA). It is unfair to expect the Design Builder to assume the risk that is a function of the building owner.
- A.10 Existing code variances are meant to be adjudicated through support from the Design Build design team in cooperation with DC DOB and DC Courts. Changes to the project as a result of a failure to attain variance waivers corresponding to the identified variances will be addressed at the time of that determination. It is not the intent of the DC Courts to transfer risk, corresponding to these variances, to the successful offeror.
- Q.11 Clause H.18 (page 57 of 81) of the RFP states an extension of time “shall be the sole and exclusive remedy available to the Design-Builder for delays in the performance of the contract schedule.”
- A.11 Please see updated H.18.

This Amendment Number #03 is acknowledged and is considered a part of the proposal for Solicitation Number DCSC-24-RFP-223 Recorder of Deeds Modernization Project

Signature of Authorized Representative

Date

Name of Authorized Representative

Title of Authorized Representative

Name of Offeror

Please remember to check the DC Courts Website daily for posting of amendments and updates.

<https://www.dccourts.gov/about/procurement-contracts-branch>