

SOLICITATION, OFFER, AND AWARD			H. Carl Moultrie Courthouse Fourth Floor East Juror's Lounge Renovation			Page of Pages	
					1		69
2. Reference Number 0010-01-350-3		3. Solicitation Number DCSC-20-RFP-106		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP)		5. Date Issued 06/24/2020	
				6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside			
7. Issued By District of Columbia Courts Capital Project Facilities Management Division 616 H Street, N.W., Room 622 Washington, DC. 20001				8. Address Offer to: District of Columbia Courts Administrative Services Division Procurement and Contracts Branch 701 7 th Street, N.W., Suite 615 Washington, D.C. 20001 ATTN: Kenneth L Evans Jr			
NOTE: In the sealed bid, solicitations "offer" or "Contractor" means "bid or "bidder."							
SOLICITATION							
9. THE DISTRICT OF COLUMBIA COURTS REQUIRES PERFORMANCE OF THE WORKS DESCRIBED IN THESE DOCUMENTS (Title, date) A Pre-Proposal Tele Conference will be held on July 2nd at 9:00 AM local time. The Site Visit will be held on July 2nd at 1:00PM							
Offerors shall provide the following information no later than June 30, 2020 , for all participants to (e-mail): Kenneth.Evans@dcsc.gov a) Full name of the attendee b) Name of the company the attendee is affiliated with c) and email address							
10. The Contracting Officer shall issue the Notice to Proceed no later than NA calendar days after contract award. The Contractor shall achieve Final Completion within 560 calendar days after receiving the Notice to Proceed.							
11. THE CONTRACTOR MUST FURNISH ANY REQUIRED BID, PERFORMANCE, PAYMENT AND WARRANTY BONDS Bid Bond Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA % of the total amount of their proposal Performance and Payment Bond Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 100 % Within 5 Calendar days after receiving the notice to proceed Warranty Bond Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA % Within NA Calendar days after final acceptance							
12. ADDITIONAL SOLICITATION REQUIREMENTS: a. Sealed offers in original and 5 copies to perform the work required are due at the place specified in Item 8 by July 30, 2020, at 3:00 PM (date). b. Proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal." c. A separate electronic copy (USB Drive) of the entire proposal should accompany the package. d. Sealed envelopes shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. e. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. CAUTION: See Section L for Proposal submission date and time, and late submissions, late modification, withdrawal or modification of proposals and late proposals. All offers are subject to all terms & conditions contained in the solicitation							
13. For Information Contact		A. Name Kenneth L. Evans Jr		B. Telephone (Area Code) (Number) (Ext) (202) 879-8776		C. E-mail Address Kenneth.Evans@DCSC.gov	
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15. In conjunction with the above, the undersigned agrees, if this offer is accepted within 120 calendar days from the receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
SOLICITATION, OFFER, AND AWARD (Continue d) (Construction, Alteration, or Repair)							
15A. Name and Address of Contractor				15D. Name and Title of Person Authorized to Sign Offer/Contract			
15B. Telephone (Area Code) (Number) (Ext)			<input type="checkbox"/> 15 C. Check if remittance address is different from above – Refer to section G		15E. Signature and Corporate Seal		
All written communications regarding this solicitation should be addressed to the Contracting Officer at the mailing address listed on page 1.							

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES, AND PRICE/COST

B.1 CONTRACT TYPE: The District of Columbia Courts is seeking a qualified Design Build Contractor (Contractor) to provide construction services as specified in this solicitation. The Court is to award a single Firm Fixed Price (FFP) Contract for design and construction services for the H. Carl Moultrie Courthouse (HCMC) Fourth Floor East Juror’s Lounge Renovation project located at the H. Carl Moultrie Courthouse, at 500 Indiana Avenue, NW.

B.2 SERVICES
The Contractor shall provide all professional, technical, supervision, labor, materials, and equipment for the design and construction of the HCMC Fourth Floor East Juror’s Lounge Renovation.

B.3 OFFEROR PROJECT SCHEDULE

The Contractor shall submit a complete project schedule which shows the sequence in which the Contractor proposes to perform all contractual aspects, including design and construction, of the work. The schedule shall be completed by the Contractor and will be considered a part of the Project Bid-Offer. Table 1 lists the Contractual Milestones that shall be incorporated into the project schedule.

Contract Milestone	Calendar Days After NTP
DESIGN	
Schematic Design (25%) Submission	30
Design Development (65%) Submission	65
Construction Document (95%) Submission	110
Final Construction Documents (100%) Submission	135
CONSTRUCTION	
Substantial Completion	500
Final Completion	560

Table 1 - Contractual Milestones

B.4 PRICE

The Contractor shall perform all efforts in accordance with the requirements of this contract for the FFP below and as further specified in the Contractor’s pricing proposal. This FFP shall include 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 Contractor expects payment. No additional charge shall be made by the Contractor 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 Contractor 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.

The Contractor shall submit pricing and cost information for each section listed in the Price Schedules. For evaluation purposes, the Contractor shall also submit itemized pricing found within each division identified within Attachments K including tabs K.1. Tab K.1 is inclusive of all General Requirements necessary to support the execution of the contract. Unit prices for Hazardous Material Abatement shall be provided on tab K.2. Abatement work shall be allocated against the Hazardous Material Abatement allowance listed in B.5.5.

B.4.1 PRICE SCHEDULE

Refer to SECTION K, Attachment K – Tabs K.1 and K.2

B.5 ADDITIONAL PRICING INCLUSIONS

- B.5.1 The Contractor shall provide full-time dedicated Project Management throughout the duration of the project for such items including, but not limited to, daily site walkthroughs and weekly progress meetings.
- B.5.2 The Courts contracted Construction Manager (CM) will manage the necessary quality assurance inspections. This does not relieve the general contractor from performing Quality Control (QC) in accordance with their approved plan. The Contractor will be responsible for all required coordination and inspection.
- B.5.3 The Courts will provide Court Security Officers (CSO) during the construction portion of each phase of the project.
- B.5.4 The Offeror shall include an estimated number of hours of which CSO escorts will be needed.
- B.5.6 The Offeror shall include allowances for the following:

Permit Fees	\$70,000.00
Hazardous Material Abatement	\$170,000.00
Atrium Refresh – Design & Construction	\$500,000.00
Training Room E – Design & Construction	\$350,000.00
ASD Storage Room Retrofit – Design & Construction	\$300,000.00

B.6 OPTIONS

- B.6.1 Option #1 Furniture
 - a. Design, furnish, install and test furniture and miscellaneous equipment as shown in attachment J.28. Contractor is responsible for coordinating and installing all power and data connections to the furniture.

B.7 AUTHORIZED WORKDAY / WEEK

- B.7.1 The Contractor should build their construction schedule reflect weekday work from 6 PM to 6 AM (Monday-Friday). Some work will be required to be performed on the weekend. Weekend work will

require a work plan to be submitted and approved in advance. Weekend hours are typically 7 AM-7 PM unless limited or prohibited by Court's weekend activities.

B.7.2 Legal holidays: No work shall be done at any time on legal holidays.

New Year's Day	Independence Day
Birthday of Martin Luther King, Jr.	Labor Day
President's Day	Indigenous Peoples' Day
Inauguration Day	Veterans Day
D.C. Emancipation Day	Thanksgiving Day
Memorial Day	Christmas Day

B.7.3 Weekend and Weekday Overtime work hours; contractor must advise and receive approval from COTR prior to need for overtime hours and coordinate with security. Security is also needed for entrance into any secure area.

B.7.4 **Hours for core drilling and Noisy activity: after 7 PM and halt before 6 AM during the weekdays and weekends**

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SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE OF WORK:

The District of Columbia Courts (hereafter referred to as the “Courts”) is seeking a qualified Contractor to provide design and construction services as specified in this solicitation for the 4th Floor Level Juror’s Lounge and Training Rooms located at the H. Carl Moultrie Courthouse, at 500 Indiana Avenue, NW.

C.2 APPLICABLE DOCUMENTS

Item No.(s)	Document Type	Title	Date
J.21	DC Courts	DC Courts Past Performance Questionnaire	
J.22	DC Courts	Division 01 Specifications	
J.23	DC Courts	Hazmat Specifications	
J.24	DC Courts	Cable & Management Procedures Manual	
J.25	DC Courts	Not Used	
J.26	DC Courts	DC Courts Standards	
J.27	DC Courts	Bridging Documents	
J.28	DC Courts	Furniture Package	
J.29	DC Courts	AV Design Documents	
J.30	DC Courts	Freight & Projects Diagram	
J.31	DC Courts	AV Standards	
J.32	DC Courts	PDRM Meeting Minutes	
J.33	DC Court	DC Courts - PPE Memo	
K	DC Courts	Offer Breakdown Sheets	

C.3 DEFINITIONS

C.3.1 **Substantial Completion:**

Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. For complete definition refer to Attachment J.20 Section 9.8.

C.3.2 **Final Project Completion:**

Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Attachment 20 Section 9.10.2, promptly issue a final Certificate for Payment. For complete definition refer to Attachment J.20 Section 9.10.

C.3.3 **Written Amendments** are issued by the Contracting Officer prior to the execution of the Contract that modifies or interprets the Design-Build Documents by additions, deletions, clarifications or corrections.

C.3.4 An **Offeror** is a person or entity that submits an Offer and meets the requirements set forth in the Offering Documents.

C.3.5 An **Offer** is a complete and fully executed proposal that explains Work to be performed for the sums stipulated therein, submitted in accordance with the Offering Documents.

C.3.6 A **Unit Price** is an amount stated in the Offer as a price per unit of measurement for materials, equipment and/or services, or a portion of the Work as described in the Offering Documents.

C.3.7 **Design Build Documents (Contract Documents)** Refer to Attachment J.20 Section 1.4.1.

C.3.8 **Construction Documents** are final design, drawings, and specifications that are used for construction prepared by the Design-Builder.

C.4 BACKGROUND/GENERAL

The Moultrie Courthouse was constructed in the mid-1970s and completed in 1978. It is situated at Indiana Avenue between C and D Streets. It sits on a plaza connecting C and D Streets that it shares with the DC Metropolitan Police Department. The Courthouse and its associated green spaces occupy the majority of the block. The Courthouse is within two blocks of the Judiciary Square Metro Station, accessed at 441 4th Street, NW. The National Archives Metro Station on Pennsylvania Avenue is also within two blocks.

The site slopes up from C Street to Indiana Avenue, with an approximate 34 foot change in elevation. Because of the change in elevation, the building has three entrance levels—the major entrance on Indiana Avenue facing Judiciary Square, an entrance on the plaza at the John Marshall Level primarily serving the Family Court, and below at C Street, the third public entry. There are no utility or transportation easements encumbering the property.

The 4th Floor Juror's Lounge and Training Rooms project is located on the 4th Floor Level of the existing Moultrie Courthouse, north of the C Street Addition project line, on the east side of the building. It encompasses the area south of the Magistrate Judge's Suite. The modernization involves the Training and Conference Rooms, the New Juror's Lounge and Business Center, the corridor running North-South between the Domestic Violence Division and Courtroom 415, the corridor running East-West between the Juror's Lounge and the Training Rooms, and new Men's and Women's bathrooms next to the Juror's Lounge Business Center. The project includes design and construction allowances for: (1) Atrium Refresh, (2) Training Room E, and (3) ASD Storage Room Retrofit.

- Training and Conference Rooms: The Center for Education and Training (CET) offices will be moving from Gallery Place to the 4th Floor of the Moultrie Courthouse Addition Phase 2B. This related renovation project is the construction of the CET Training Rooms and shared conference rooms in the existing space of the 4th Floor adjacent to the Addition. In total, there will be 7 conference/training rooms of various capacities plus a video conference room.
- A large jury lounge in the existing 4th Floor that will seat up to 350 jurors in approximately 5,000SF. The jurors will also have access to a conference center, business center and juror's breakroom.
- Duct riser support associated with AHU-1 traverses from the 4th floor through floors 5, 6 and terminates on the roof.
- Atrium Refresh (allowance): the renovation of the lobby area off the main building atrium escalators before entrance to the 4th Floor Suites
- Training Room E (allowance): the performance requirements shall match the Computer Training and HR Trainings Rooms
- ASD Storage Room Retrofit (allowance): design and renovate storage room to accommodate (1) an office suite for Judicial Service (JS) grades JS-8, JS-9, and JS-12, (2) storage room which includes approximately 200 juror's lockers
- The bridging documents include the design of the Juror's Lounge and training/conference room but not the building atrium lobby. The new design shall encompass the renovations of the building atrium lobby for lighting and finishes, if the option for the atrium is exercised. Contractor must coordinate with the C Street Phase 2B project team for all trades including but not limiting to; MEP, Fire Life Safety coming from the C Street Phase 2B project site.
- Interface with the corridor running east-west between the Magistrate Suite and this project needs to be coordinated for any mechanical, electrical, plumbing, fire and life safety infrastructure and equipment and finishes traversing between the two projects

C.5 BUILDING DESCRIPTION

The Superior Court of the District of Columbia and its many supporting functions are located in the H. Carl Moultrie Courthouse. The eight story building is the Courts largest facility comprising 680,000 gross square feet, containing over 90 courtrooms and hearing rooms and is the focus of most court activities. There is also a full level of parking below. The building is currently undergoing renovations recommended in the initial 2002 Facilities Master Plan and 2009 addendum. The Moultrie Courthouse is a steel frame building clad in limestone panels with vertical window panels arranged in recessed niches.

The Moultrie Courthouse consists of two building masses, a smaller one on the west side and a large one on the east, connected by an atrium that serves at the main entry and circulation point. The escalators and elevators in the atrium provide the bulk of the vertical circulation throughout. The lobbies from both Indiana Avenue and C Street open unto this spine.

Along C Street on the south side of the Courthouse, a major addition is being built in phases along the length of the existing building at a height of 6 floors. All below ground work for that addition is complete and the west half of the addition has been constructed. Construction for Phase 2B is in progress.

The first section of the addition is now complete, and the last phase will bring the total building size to 944,500 gross square feet. The addition is seamlessly integrated into the existing building along its length. It complements the original building in massing, limestone façade and articulated vertical windows. One two-story section cantilevers from the building face and its glass façade highlights the courtroom and public-use components within.

C.6 DESCRIPTION OF SERVICES

- C.6.1 The work of the project is defined by the drawings, specifications, and standards outlined in sections C.2 and Section J. The Design Build Contractor is fully responsible for all design requirements, coordination and verification that the design & subsequent construction meets all local, state & federal requirements as well as additional requirements included as attachments to the solicitation. The drawings are provided as bridging documents only and do not relieve the Contractor from meeting the DC Court standards if there are any errors or omissions on the documents.
- C.6.2 It is a requirement that the Contractor must provide and be responsible for all components not supplied by Courts; the Contractor is to be the single point of accountability and the responsible party for the entire system in accordance with the Contract Documents.
- C.6.3 The Contract Documents forms the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification.
- C.6.4 Services shall include the following:
- a. Acquiring and maintaining all required permits, including, but not limited to, Building Permit.
 - b. Coordinate with CM in advance of Third-Party Inspections.
 - c. Coordinate with Commissioning (Cx) Agent through CM.
 - d. Survey, testing and abatement of hazardous materials. The allowance in Section B5.5 does not include the cost of the hazardous material survey. Design and documentation of DCRA energy requirements.
 - e. All required materials/indoor air quality testing
 - f. Design, coordinate, furnish, install, and test all infrastructure and wiring for Low Voltage (IT) requirements. The Courts preferred low voltage contractor is Vision Tech. Contractor must coordinate with the Courts IT staff for telephones, equipment, wireless and networking infrastructure, cabling and switches. All cooling requirement must be coordinated and installed.

- g. Design, coordinate, furnish, install, and test all infrastructure and wiring for audio visual requirements. The Courts preferred Audio Visual Contractor is RCI. Contractor must coordinate with the Courts AV staff.
- h. Design, coordinate, furnish and install all signage necessary with the Courts vendor AB Design.
- i. Design, coordinate, furnish, install, and test all infrastructure for security. The Courts security contractor is Johnson Controls Security Solutions. Contractor must coordinate any infrastructure requirements including, but not limited to, proximity card door lock release entry system and any video surveillance / closed circuit camera systems necessary.
- j. Fire alarm scope to be completely compatible with existing Siemens system.
- k. Contractor is responsible for coordinating, installing and testing all power and data connections to the furniture.

C6.5 Not Used

C6.6 Coordinate with Courts staff for the following:

- Coordination with Courts staff for moving staff after substantial completion and before final completion

C6.7 Schedule and Coordinate Pre-design Review Meeting with DCRA for all egress and fire and life safety requirements as well as energy requirements; see minutes Reference Attachment J.32.

C.6.8 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

C.6.9 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings in the District of Columbia.

C.6.10 The Contractor shall keep on the work site a copy of Contract Drawings and Specifications that are current and reflect all approved changes to the design and specifications and shall always give the Contracting Officer, or authorized individuals access thereto. Anything mentioned in the Specifications but not shown on the Contract Drawings or shown on the Contract Drawings but not mentioned in the Specifications shall be of like effect as if shown or mentioned in both.

C.6.11 All Contract requirements are equally binding. Each Contract requirement, whether omitted elsewhere in the document, is binding as though occurring in any or all parts of the Contract.

C.6.12 In case of discrepancy refer to Attachment J.20 Article 1.2.4.2

C.6.13 Any adjustment(s) by the Contractor without a prior determination by the Contracting Officer shall be at his own risk and expense.

C.6.14 The 4th Floor COMM-H closet is located within the marked construction area. This closet contains the Courts security systems equipment that will need to either (1) be maintained/protected and operational during the entire renovation period - if the closet is not modified or taken out of service or two (2) be relocated to a new closet - if the closet is modified or changed.

- C.6.15 At this time, one (1) new dedicated 110VAC, 20A circuit shall be planned for security systems expansion – either within the COMM-H or the COMM-E closet (TBD, depending on final design / configuration)
- C.6.16 There is an active CSO monitoring desk located within the noted construction zone, which will need to be maintained operationally during the renovation period. If this area is remodeled, a temporary post will need to be established with equivalent functionality (computers, video monitors, phones, etc.). Also, with any related remodeling, floor-access for various systems (e.g. security, network, etc.) cabling up into the desk will need to be maintained or duplicated.
- C.6.17 The Courts security vendor will perform the removal of any existing card readers doors and other devices (e.g. cameras, duress buttons, etc.) prior to demolition.
- C.6.18 The Courts Security vendor will provide and install all new security system devices [including electric locking hardware] with associated cabling – to be connected to the existing DC Courts security systems infrastructure. All cabling is plenum-rated, installed within ceiling and wall cavities (i.e. no conduit raceways are required, unless specific field conditions might dictate).
- C.6.19 All single doors are to be equipped with electronic access control will be required to be outfitted with storeroom function cylindrical locksets and surface-mounted door closers (by the Division 8 subcontractor). Double doors to be equipped with electronic access control will be reviewed on a per-case basis to determine the best locking solution
- C.6.20 The Contractor will work with the Courts to define quantity and to add to the drawings the network drops for network and VOIP connectivity. Network drops location will help the Courts determine which telecom close for the Courts Low Voltage vendor to pull cables to and if more switch port capacity is required in each telecommunications closet. If more capacity is required, Contractor shall provide additional network switches.
- C.6.21 PA system. The Contractor design shall include the PA system. The design is to include a cable diagram illustrating cables being homed to the headend equipment on first floor. The design will include the connection of the cables from each floor and also the connection(s) to the headend for the Low Voltage vendor.
- C.6.22 The Contractor will identify locations of TVs that need cable service and the telecom closet where the coaxial cables will be connected to.
- C.6.23 The Contractor will coordinate with the cable vendor to potentially move, reposition, or add WiFi access points for optimal WiFi coverage.
- C.6.24 The Contractor shall provide a detailed plan for construction phasing and temporary partitions for DC Court review and acceptance prior to mobilization. The Corridors shall remain fully operational throughout the entire duration of the project to maintain egress. Egress from all existing stairs & emergency egress exit routes must be maintained during all phases of construction.
- C.6.25 Courtroom 415 must stay online during the entire duration of the project.

C.7 DIVISION OF RESPONSIBILITIES

- C.7.1. Design-Builder's (Contractor) Responsibilities: The successful Contractor shall be responsible for performing all the work stipulated in this Solicitation. The scope of work (SOW) includes design, construction, maintenance during construction, site security, temporary structures and utilities, health and safety of the public, workers and subcontractors, project management, project scheduling, quality control for design and construction, materials sampling and testing, obtaining trade permits, coordination and design assistance for removal, clean up, and disposal of all unnecessary materials, as well as coordinating with The Courts and the appropriate designated Construction Manager. Design-Builder's Architect (Architect) shall be responsible for design and Construction Administration services. Architect shall coordinate with Courts's Commissioning Agent's technical requirements.
- C.7.2. Construction Manager, (CM): A CM will be assigned to represent The Courts as the onsite representative that will perform oversight responsibilities, which include management and construction oversight activities of the Contractor's operations and ensure that the final project results satisfy the Courts and that the Contractor meets the contract requirements. The CM oversees, informs and advises The Courts of the Contractor's conformance or not with the contract requirements.
- C.7.3. Courts: The Courts is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Courts shall designate in writing a representative who shall have express authority to bind the Courts with respect to all matters requiring the Courts approval or authorization. Except as otherwise provided in this document, the Construction Manager do not have such authority. The term "Courts" means the Courts or the Courts authorized representative. The term "Court" shall depending on how that term is defined elsewhere in this contract, mean the Superior Court of the District of Columbia, the District of Columbia Court of Appeals, or the District of Columbia Court System. The term "District of Columbia Government" shall mean all the branches of the government of the District of Columbia, including the District of Columbia Courts.
- C.7.4. Contracting Officer: The DC Courts' Court Contracting Officer who has the appropriate contracting authority is the only DC Courts official authorized to contractually bind the DC Courts through signing contract documents.
- C.7.5. Contracting Officer's Technical Representative (COTR): The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Offeror's performance or nonperformance of the contract requirements. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract.

C.8 REVIEW OF BRIDGING DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

- C.8.1 Before starting the Design, the Contractor shall carefully study and compare the various Contract Documents, including, but not limited to, Bridging Documents and reference documents in section J, and shall take field measurements of any existing conditions.

C.9. SUPERVISION AND CONSTRUCTION PROCEDURES

- C.9.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.
- C.9.2 The Contractor shall be responsible to the Courts for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

C.10. LABOR AND MATERIALS

- C.10.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- C.10.2 The Contractor may make substitutions in accordance specification section 012500 Substitution Procedures.
- C.10.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts and individuals associated with the Project. The Contractor shall use its best efforts to minimize the likelihood of any strike, work stoppage or other labor disturbance.
- C.10.4 No materials furnished by the Courts shall be applied to any other use, public or private, than that for which they are issued to the Contractor. The full amount of the cost to the Courts of all materials furnished by the Courts to the Contractor and for which no charge is made, which are not accounted for by the Contractor to the satisfaction of the Contracting Officer, will be charged against the Contractor and his sureties and may be deducted from any moneys due the Contractor, and this charge shall be in addition to and not in lieu of any other liabilities of the Contractor whether civil or criminal. Materials furnished by the Courts for which a charge is made at a rate mentioned in the specifications will be delivered to the Contractor upon proper requisitions therefore and will be charged to his account.
- C.9. 5 Should the Contractor cause damage to work or property of the Courts or to other work at the site, the Contractor shall promptly remedy such damage, at no additional cost to the Courts.

C.9.6 Upon award of the contract and approval of the performance schedule, by the Contracting Officer's Technical Representative (COTR), the Contractor shall begin construction on the date established in the Agreement.

C.10. SITE ACCESS

No other area besides the project limits of disturbance will be designated as a mobilization or lay-down area. Refer to Spec 01 5000 (Temporary Facilities and Controls)

C.11 DEVIATIONS AND SUBSTITUTIONS TO THE ACCEPTED DESIGN

Courts approval is required for any proposed deviation or substitution from the accepted design which still complies with the contract before the Contractor is authorized to proceed with material acquisition or installation. The Courts reserves the right to non-concur with any deviation from the design, which may impact furniture, furnishings, equipment selections or operations decisions that were made, based on the reviewed and concurred design.

C.12 THIS SECTION IS NOT USED

C.13 CONTRACTOR REQUIRED EXPERIENCE

C.13.1 Firms should have the following experience:

- a) Contractor shall have proven experience to have worked on secure facilities
- b) Contractor should have at least 7 years of experience
- c) Contractor should demonstrate to have managed projects with a minimum dollar value of 2,500,000.

C.13.2 Refer to Section **H.5** for additional information and requirements

C.14 KEY PERSONNEL ON SITE

C.14.1. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and written communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

The Contractor is required to provide the supervisory and project management staff, as indicated in the proposal presented for this Project. Failure to provide those staff members, without prior approval of the Contracting Officer will be considered a material breach of the Contract.

The Courts has the right to approve the Contractor's primary supervisory and project management staff. The Contractor may not remove any primary supervisory or project management staff without the written approval of the Courts. However, the Contractor will promptly remove from the project any of the Contractor's staff to whom the Courts has a reasonable objection.

Qualifications

- a) Project Manager and Field Superintendent
 - 1. 10 years of experience on projects of similar size and complexity
 - 2. Quality Control and Safety experience
 - 3. Field Superintendent is allowed to performed joint Quality and Safety task.
 - 4. OSHA 30hr Certification

- b) Architect of Record
 - 1. Registered in the District of Columbia
 - 2. 10 years of experience on projects of similar size and complexity

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SECTION D: PACKAGING AND MARKING

THIS SECTION IS RESERVED AND NOT APPLICABLE TO THIS SOLICITATION*

SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES:

- E.1.1 “Services” as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
- E.1.2 The Contractor shall provide and maintain an inspection system acceptable to the Court covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Court during contract performance and for as long afterward as the contract requires. The COTR has been delegated the authority to inspect and accept all services, reports, and required deliverables or output with the advice or assistance of the oversight independent contractor.
- E.1.3 The Court has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Court will perform inspections and tests in a manner that will not unduly delay the work.
- E.1.4 If the Court performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.
- E.1.5 If any of the services do not conform to the contract requirements, the Courts may require the Contractor to perform the services again in conformity with the contract requirements, at no increase in the contract amount. When the defects in services cannot be corrected by performance, the Courts may:
- A) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - B) Reduce the contract price to reflect the reduced value of the services performed.
- E.1.6 If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity with the contract requirements, the Courts may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Courts that is directly related to the performance of such service or (2) terminate the contract for default.

[END OF SECTION E]

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT:

F.1.1 The term of the contract shall be for a period of five-hundred and sixty (560) calendar days from the date of the Notice to Proceed signed by the Contracting Officer. Should extension to the contract term be required, the Courts, at its discretion, will modify the existing contract to extend the contract period. The anticipated period of performance is August 2020 through January 2022.

F.1.2 Liquidated damages will be assessed for late performance in accordance with Section H.14 "Liquidated Damages."

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 Time Extensions:

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause a delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

F.3. DELIVERABLES

F.3.1 All Deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall provide to the CM the deliverables specified below within the designated time frame(s).

F.3.1.1 The Contractor shall prepare and keep current, for the CM's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the CM reasonable time to review submittals in accordance with the Division 013300.

F.3.2 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the CM.

F.3.3 Schedules for Construction Contracts

F.3.3.1 The Contractor shall, no later than fourteen (14) calendar days after the Notice to Proceed, prepare and submit a Preliminary Schedule. Preliminary Schedule shall be accepted by the Contracting Officer before the start of construction activities. The Contractor shall comply with the scheduling requirements set forth in Specifications Section 013216. If the Contractor fails to submit a schedule within the time prescribed; the Contracting Officer may withhold approval of progress payments until the schedule is approved.

F.3.3.2 If the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Courts. In this circumstance, the Contracting Officer may require the Contractor

to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant.

F.3.3.3 Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

F.3.4 Contractor Quality Management Plan

F.3.4.1 Contractor shall submit a Quality Management Plan no later than **fourteen (14)** calendar days after the Notice to Proceed. Quality Management Plan shall be accepted by the Contracting Officer before the start of construction activities.

F.3.4.2 Submit the following with the Quality Management Plan:

- A) Process control testing. List the material to be tested, tests to be conducted, the location of sampling, and the frequency of testing.
- B) Inspection/control procedures. Address each of the following subjects in each phase of construction:
 - (1) Preparatory phase.
 - (a) Review all contract requirements.
 - (b) Ensure compliance of component material to the contract requirements.
 - (c) Coordinate all submittals, including certifications.
 - (d) Ensure capability of equipment and personnel to comply with the contract requirements.
 - (e) Ensure preliminary testing is accomplished.
 - (f) Coordinate surveying and staking of the work.
 - (2) Start-up phase.
 - (a) Review the contract requirements with personnel performing the work.
 - (b) Inspect start-up of work.
 - (c) Establish standards of workmanship.
 - (d) Provide training as necessary.
 - (e) Establish detailed testing schedule based on the production schedule.
 - (3) Production phase.
 - (a) Conduct intermittent or continuous inspection during construction to identify and correct deficiencies.
 - (b) Inspect completed work before requesting Government inspection acceptance.
 - (c) Provide feedback and system changes to prevent repeated deficiencies.
 - (d) Description of records. List the records to be maintained.
 - (e) Personnel qualifications.
 - (f) Document the name, authority, relevant experience, and qualifications of a person with overall responsibility for the inspection system.

- C) Subcontractors. Include the work of all subcontractors if a subcontractor is to perform work under this Section, detail how that subcontractor will interface with the Contractor's and other subcontractor's organizations.
- D) Modifications or additions may be required to any part of the plan that is not adequately covered. Acceptance of the quality control plan will be based on the inclusion of the required information. Acceptance does not imply any warranty by the Government that the plan will result in consistent contract compliance. It remains the responsibility of the Contractor to demonstrate such compliance.
- E) Do not begin the work until the Quality Management Plan covering that work is accepted. Supplement the plan as work progresses and whenever quality control or quality control personnel changes are made.
- F) Testing:
Perform testing in accordance with the Contract Documents.

The Courts and the CM will have authority to reject Work that does not conform to the Contract Documents. Whenever necessary or advisable, the CM will have authority to require inspection or testing of the Work, whether or not such Work is fabricated, installed, or completed. However, neither this authority of the CM nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the CM to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

- G) Records:
The Contractor shall maintain at the site for the Courts one record copy of the Drawings, Specifications, Amendments, and other Modifications, in good order and regularly marked to record field changes and selections made during construction, and one record copy of approved Shop Drawings. These shall be delivered to the Courts for record in both electronic and hard copy form to the Courts upon completion of the Work.

Maintain complete testing and inspection records by pay item number and make them accessible to the CM.

For each day of work, prepare a daily report **via Procore**. Report shall detail inspection results, including deficiencies observed and corrective actions taken. Include the following certification signed by the person with overall responsibility for the inspection system:

"It is hereby certified that the information contained in this record is accurate and that all work documented herein complies with the requirements of the contract. Any exceptions to this certification are documented as a part of this record."

Submit the record and certification within one working day of the work being performed. If the record is incomplete, in error, or otherwise misleading, a copy of the record will be returned with corrections noted. When chronic errors or omissions occur, correct the

procedures by which the records are produced.

H) Acceptance:

If the Courts testing and inspection indicate that the Contractor's quality control system is ineffective; the Contractor shall make immediate improvements to the system to correct these inadequacies. Furnish notification in writing of improvements and modifications to the system.

F.4 REPORTING REQUIREMENTS AND COMMUNICATION

F.4.1 Refer to Project Manual the following Attachment J.22 Project Manual, Division 1 Specifications in Attachment

F.4.2 The Contractor shall submit Monthly Reports and a Final Report as follows:

- (a) **Monthly Reports:** The Contractors shall provide to the COTR, through the CM, within 5 days after the end of each month and as a condition for progress payment, a report on the activities undertaken during the month. The monthly report should seek to be a brief yet precise, description of the activities, with emphasis on issues that have arisen, impacts made, constraints and problems encountered, and proposals for remedial action to be taken. The monthly report should also include the Contractor's accrued monthly expenditures, a summary of invoices, a timeline, progress photos, and an updated schedule. The final format for the monthly report is to be agreed upon between the Contractor and the COTR. Two copies of the Monthly Report shall be submitted. One (1) copy to the Administrative Services Division and one (1) to the Contracting Officer Technical Representative (COTR).

During any delay in furnishing a Monthly Report required under this contract, the CM may recommend the withholding from payment an amount not to exceed 10 percent (10%) of the amount of the monthly progress payment, until such time as the Contracting Officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the Contractor's progress.

- (b) **Final Report:** The Contractor shall prepare a Final Report that matches accomplishments to the specific items in the Scope of Work. The content and submittal date of the Final Report is to be agreed upon between the Contractor, CM, and the COTR.

The Court reserves the right to adjust the level of reporting during the performance of this contract.

The Contractor shall perform the activities required to successfully complete the Courts requirements and submit each deliverable to the Contracting Officer's Technical Representative (COTR), through the CM, identified in section G.9 of this contract RFP.

F.4.3 All deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall furnish office supplies, materials, equipment, and employees required to meet and perform the requirements of this Contract.

SECTION G: CONTRACT ADMINISTRATION

G.1 Payment/Invoices

- G.1.1 The Courts will make invoice payments under the terms and conditions specified in the contract. The Contractor will be compensated upon completion and acceptance of the work as specified in the contract. Payments shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. The contractor shall be compensated as set forth below.
- G.1.2 Effective June 8, 2018 all invoices and payment request shall be submitted electronically through the U.S. Department of the Treasury's **Invoice Processing Platform** (IPP) System using the "Bill to Agency" of Interior Business Center-FMD. The IPP website address is <https://www.ipp.gov>. In addition, it is the vendors' (contractors') responsibility to be System for Awards Management (SAM) registered and in IPP. The vendors (contractors) must be SAM registered in order to register in IPP. The SAM website address is <https://www.sam.gov>.
- G.1.3 After contract and purchase order award, in order to receive payment, the Contractor must use the IPP website to register, access, and use IPP for submitting all invoice requests for payment(s). Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email at IPPCustomerSupport@discal.treasury.gov or by phone (866) 973-3131.
- G.1.4 Payment request means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, at a minimum, the Contractors' electronic invoice shall include the following information:
- Name and address of the Contractor,
 - The purchase order number,
 - Invoice date,
 - Invoice number,
 - Name of the Contracting Officer Technical Representative (COTR),
 - COTR email address, and
 - Description, quality, unit of measure and extended price of the services or supplies actually rendered.
- G.1.5 Once the electronic invoice has been submitted through IPP, no later than 2 business days from the electronic submission, the Contractor must email and/or mail to the COTR a copy of the electronic invoice along with all the required supporting documentation as stated in the contract.
- G.1.6 The Contracting Officer's Technical Representative (COTR) shall review each electronic invoice for certification of receipt of satisfactory services prior to authorization of payment.

G.1.7 The invoice form to be reported with the following elements:

TOTAL EXPENDITURES (Document Number: XXX-X-XX-XXXX-XX)					
Line Item	Description	Approved Budget	Amt. Voucher To Date	Amt. Voucher This Period	Balance of Approved Budget
0001			\$XXXX.XX	\$XXXX.XX	
0002			\$XXXX.XX	\$XXXX.XX	
Total			\$XXXX.XX	\$XXXX.XX	

(1) The invoice shall include a certification, signed by an authorized representative of the Contractor, as follows:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to The Court will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: _____
 TITLE: _____
 DATE: _____

G.2 Prompt Payment Act

G.2.1 The Courts will pay interest (late charge) on each electronically receipted and approved invoice pursuant to the Prompt Payment Act, 31 U.S.C. 3901 et seq.

G.2.2 Tax Exempt

G.2.1 The Courts is exempt from taxation pursuant to D.C. Code 47-2005(1).

G.3 BILLING/ PAYMENT CERTIFICATION

- G.3.1 Payment to the Contractor for services satisfactorily performed shall be made by the Courts once the Contractor's certified invoice has been approved by the **COTR**, or in the case of a dispute, subject to final determination by the Contracting Officer.
- G.3.2 Based upon Applications for Payment submitted to the Courts by the Contractor, the Courts shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- G.3.3 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- G.3.4 Notwithstanding any other payment terms in this contract, the Courts will make invoice payments under the terms and conditions in accordance with the Courts policies.** The Courts shall make progress payments monthly as the work proceeds or at more frequent intervals as determined by the Contracting Officer, based on percentages of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.
- (1) The Contractor's request for progress payments shall include the following substantiation:
 - (i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.
 - (ii) A listing of the amount included for work performed by each subcontractor under the contract.
 - (iii) A listing of the total amount of each subcontract under the contract.
 - (iv) A listing of the amounts previously paid to each such subcontractor under the contract.
 - (v) Additional supporting data in the form and detail required by the Contracting Officer.
 - (vi) The release of Lien from General Contractor & 2nd tier releases from Sub-subs.
 - (2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if --
 - (i) Consideration is specifically authorized by this contract; and
 - (ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.
 - (3) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: See **Attachment J.9 Payment to Subcontractors and Suppliers Certificate form and submit to the Contracting Officer.**
- G.3.5** Each Application for Payment shall be based on the most recent **approved** cost loaded schedule submitted by the Contractor in accordance with the Contract Documents. The following requirements apply to the **approved** cost loaded schedule:
1. This schedule shall allocate the entire Contract Sum among the various portions of the Work;

2. The **approved** cost loaded schedule shall be prepared in such form and supported by such data to substantiate its accuracy as the Courts may be required to perform an earned value management analysis;
3. This schedule, unless objected to by the Courts, shall be used as a basis for reviewing the Contractor's Applications for Payment.
4. The contractor should thoroughly review their cost-loaded schedule prior to submission to the Courts to ensure the identified costs accurately reflect the true costs of each cost-loaded activity.

G.3.6 In the event DC Courts choose to delete specific portions of work, these identified and approved costs will be the firm costs deleted from the contract scope of work. The contractor will not be allowed to modify these costs at a later date when determining potential contract cost credits.

G.3.7 Applications for Payment shall indicate the percentage of completion of each portion of the work as of the end of the period covered by the Application for Payment.

G.3.8 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of **Ten percent (10.00%)** to be modified. Pending final determination of cost to the Contracting Officer of changes in the Work, amounts not in dispute shall be;
2. And that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Courts, suitably stored off the site at a location agreed upon in writing), less retainage of **Ten percent (10.00%)**;
3. Subtract the aggregate of previous payments made by the Courts; and
4. Subtract amounts, if any, for which the Courts has withheld or nullified a Certificate for Payment.

G.3.9 The progress payment amount determined shall be further modified under the following circumstances:

1. And, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Courts and CM shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
2. And, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts.

G.3.10 Reduction or limitation of retainage, if any, shall be as follows:

G.3.11 Until the contract completion, the retainage will be held at ten percent (**10.00%**) of the earned value of the work completed to date.

G.3.12 Except with the Courts prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site. A contractor request which includes payment for project material stored at a location other than the project site will not be approved until the contractor meets the off-site material storage requirements as indicated by DC Courts.

G.3.13 *Contractor's certification.* Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that—

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime Contractor intends to withhold or retain from a subContractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractors performance.

(Name)

(Title)

(Date)

G.3.14 *Refund of unearned amounts.* If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the “unearned amount”), the Contractor shall—

(1) Notify the Contracting Officer of such performance deficiency; and

- (2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until—
 - (i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or
 - (ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

G.3.15 *Title, liability, and reservation of rights.* All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as—

- (1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
- (2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

G.3.16 *Reimbursement for bond premiums.* In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance payment and warranty bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

G.4 FINAL PAYMENT

G.4.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Courts to the Contractor when:

1. The Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided Section C and all other applicable incorporated documents, and to satisfy other requirements, if any, which extend beyond final payment; and
2. A final Certificate for Payment has been issued by the Courts.
3. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Courts:
 - i. an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Courts or the Courts property might be responsible or encumbered (less amounts withheld by Courts) have been paid or otherwise satisfied,
 - ii. a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Courts,

G.5 PAYMENT TO SUBCONTRACTORS

- G.5.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the Courts for work performed by any subcontractor under this contract:
- a) Pay the subcontractor for the proportionate share of the total payment received from the Courts that is attributable to the subcontractor for work performed under the contract; or
 - b) Notify the Courts and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
- G.5.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the 15th day after the required payment date for any other services.
- G.5.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.5.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the Courts is a party. The Courts may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
- G.5.5 Subcontract requirements**
- G.5.5.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses.

G.6 AUDITS

- G.6.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the Courts and a discrepancy of overpayment is found, the Courts shall be reimbursed for said overpayment within thirty (30) calendar days after written notification.

G.7 CONTRACTING OFFICER AND CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.7.1 Contracting Officer. The District of Columbia Courts' Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Contracting Officer
Dr. Cheryl R. Bailey
Courts of Columbia Courts
616 H Street, N.W., Suite 616
Washington, D.C. 20001

G.7.2 Contracting Officer's Technical Representative (COTR):

The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's performance or non-performance of the contract requirements. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract. The COTR shall be:

Danielle Reinhold
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001

G.8 AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER

G.8.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modify the requirements of this contract, unless issued in writing and signed by the CO.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.9.1 The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

- a. Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- b. Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- c. Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.
- d. Issue written interpretations of technical requirements of Government drawings, designs, and

specifications.

- e. Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
- f. Obtain necessary permits and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government-furnished property is available when required.

G.9.2 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.9.3 Coordinating site entry for Contractor personnel, if applicable;

G.9.4 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.9.5 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the Courts payment provisions; and

G.9.6 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.7 The address and email of the COTR is:

Danielle Reinhold
Capital Projects Manager
Capital Projects and Facilities Management Division
616 H Street, N.W., Suite 622
Washington, D.C. 20001
Danielle.Reinold@dcsc.gov

G.9.8 The COTR shall NOT have the authority to:

1. To award, agree to or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of Courts property, except as specified in the contract.

G.9.9 **THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK**

PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.

G.10 Substantial Completion

G.10.1 Substantial Completion is the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the DC Courts can fully, safely, and securely commence their work in the Project Area. The cabling, security, and furniture installations are complete. The DC Courts IT and Telecom vendors can deliver and install their respective equipment and furnishings to bring this project to a final point where it is ready for full Occupancy. For complete definition refer to **Attachment J.20 Section 9.8.**

G.11 Final Project Completion and Final Payment

G.11.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Courts and CM will promptly make such inspection and, when the Courts and CM finds the Work acceptable under the Contract Documents and the Contract fully performed, the Courts will promptly issue a final Certificate for Payment, stating that to the best of the CM's knowledge, information and belief, and on the basis of the CM's onsite visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable.

G.11.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Courts (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Courts or the Courts's property might be responsible or encumbered (less amounts withheld by Courts) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Courts, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Courts, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Courts. If a Subcontractor refuses to furnish a release or waiver required by the Courts, the Contractor may furnish a bond satisfactory to the Courts to indemnify the Courts against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Courts all money that the Courts may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

G.11.3 If, after Substantial Completion of the Work, final project completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Courts so confirms, the Courts shall, upon application by the Contractor and certification by the Courts, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been

furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Courts prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

G.11.4 The making of final payment shall constitute a waiver of Claims by the Courts except those arising from:

1. Liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
 2. Failure of the Work to comply with the requirements of the Contract Documents;
- or
3. Terms of special warranties required by the Contract Documents.

G.11.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

G.11.6 Refer to Division 1 Specification Section 017700 for additional information.

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SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 OTHER CONTRACTORS

The Contractor shall not commit or permit any act which will interfere with the performance of work done by any other Courts Contractor or by any Courts employee. If another contractor is awarded a future contract for performance of the required services, the original contractor shall cooperate fully with the Courts and the new contractor in any transition activities which the Contracting Officer deems necessary during the term of the contract.

H.2 DISCLOSURE OF INFORMATION

H.2.1 Any information made available by the District of Columbia Courts shall be used only for the purposes of carrying out the provisions of this contract, and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.

H.2.2. In performance of this Contract, the Contractor agrees to assume responsibility for protection of the confidentiality of Courts records and that all work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.

H.2.3 Each office or employee of the Contractor to whom information may be available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.

H.2.4 No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than the District of Columbia Courts officials unless written approval is obtained in advance from the Contracting Officer.

H.3 RIGHTS IN DATA

H.3.1 "Data" as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost and pricing, or management information.

H.3.2 The term "Technical Data" as used herein, means recorded information regardless of form or characteristic. It may, for example, document research, experimental, developmental work, or be used to define a design or process to produce, support, maintain, or update material or documentation. The data may be character, graphic or pictorial delineation in media such as drawings or photographs, text, or related design or performance type documentation. Examples of technical data include research data, documentation drafts, lists, specifications, profiles, standards, process sheets, manuals, and technical reports.

H.3.3 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Courts, CM and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Courts, CM or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the CM and Architect. Contractor will not knowingly include any work copyrighted by others in any material prepared under this Agreement unless it obtained either prior permission from the Courts or an irrevocable royalty free license for the Courts in such work.

H.3.4 All data first produced in the performance of any contract resulting from this solicitation process shall be the sole property of the District of Columbia Courts. The Offeror hereby acknowledges that all data produced by the Offeror for the process, are works made for hire and are the sole property of the District of Columbia Courts; but, to the extent any such data may not, by operation of law, be works made for hire, the Contractor shall transfer and assign to the Courts the Courtship of copyright in works, whether published or unpublished. Further, the Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights, including but not limited to the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights at common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in any manner or form, authorize others to do so, without written consent of the District of Columbia Courts until such time as the Courts may release such data to the public domain. The Courts shall not unreasonably withhold consent to the Offeror's request to publish or reproduce data in professional or public relations trade publications.

H.4 SECURITY REQUIREMENTS

The Courts create a unique environment for Contractors to perform work. There are levels of security that can hinder access to all areas of the buildings, such as, high-traffic areas, cell blocks, and secure areas for Judge and Jurors. Working in a building that includes many different levels of security can be challenging. **The Contractor is required to obtain clearances (National Agency Check Inquiry; NACI) for their project team and their subcontractors, and obtain permission to work in secure areas. The processes to obtain clearances and permission may take up to ten (10) days, but contractors are still required to maintain their prescribed schedules. The requirement for Contractor personnel to obtain a security clearance is mandatory to work on the DC Courts' premise.** If the procedures to acquire the security clearance change, the Contracting Officer will notify the Contractor of any new requirements as soon as practicable. The Contractor shall satisfy security clearance requirements as designated by the Contracting Officer. Contractors should understand that some secure areas require work to be performed during off hours or with the accompaniment of Court Security Offices (CSO's). These secure areas include the Clerk of the Court's office area, Judges' Chambers, and U.S. Marshals Space. A CSO and U.S. Marshal must be retained for security use by the Contractor when entering these areas.

H.5 CONTRACTOR MANAGEMENT RESPONSIBILITY

The Contractor shall appoint a Project Manager who will be the Contractor's Authorized Representative for technical and administrative performance of all services required hereunder. The Project Manager shall provide the single point of contact through which all Contractor/Court communications, work and technical direction shall flow. The Project Manager will be present at scheduled deliverables presentations and responsible for insuring that any requested changes be made to the final product. The Contractor shall identify the Project Manager, in writing, within 5 days of contract award.

H.5.1 The Offerors shall provide, at a minimum, the following Key Personnel with the required qualifications desired under this contract:

1. Project Manager
2. Superintendent
3. Architect

H.5.2 Each key personnel above, with the exception of the Construction Superintendent, shall be a registered professional with formal university education trained to the position for which he or she is proposed with a minimum of 10 years of experience on projects of similar size and complexity, as well as similar environment.

H.5.3 The Construction Superintendent shall have a minimum of 10+ years of experience as a project superintendent on similar construction projects and similar environment. The Construction Superintendent must have demonstrated experience coordinating all site construction activities and supervising all field personnel as required to successfully finishing similar project on schedule and within budget. The Construction Superintendent can be the Safety Manager.

H.5.4 Construction Key personnel, with the exception of the Architect shall be on the project site on a full time basis throughout the construction period unless otherwise approved by the Court or their designated representative. If key personnel are approved to be off-site to attend meetings or such other work, the Contractor shall have at minimum one alternate present on the site serving as its Construction Site Representative at all times when any performance of the work at the site is being conducted by any member of the Contractor or its subcontractor. Key personnel shall be under the direct employ of the Contractor for the duration of the work activities under this Contract.

H.5.5 The Personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor will immediately notify the Court Contracting Officer and the Court Contracting Officer Technical Representative, through the CM, reasonably in advance and will submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project.

H.6 SUSPENSION OF WORK

H.6.1 (a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Courts.

H.6.2 (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

H.6.3 (c) A claim under this clause shall not be allowed:

(1) For any costs incurred more than 30 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

H.7 COURT DELAYS OF WORK

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed:

(1) For any costs incurred more than 30 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

H.8 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

H.8.1.2 The Contractor shall submit a Site-Specific Safety Plan to the Contracting Officer within 15 calendar days of the Notice to Proceed. Site-Specific Safety Plan shall be accepted by the Contracting Officer before the start of construction activities.

H.8.1.3 The Contractor shall perform all site, plant and construction work in accordance with the Safety Standards of the District of Columbia and the Occupational Safety & Health Administration (OSHA) regulations. The Contractor or his representative shall be thoroughly familiar with these standards and have copies of the same available at the project site always.

H.8.1.4 Operators of explosive-actuated tools shall have a training certificate, as required by the Safety Code in their possession.

H.8.1.5 The Contractor shall be responsible for providing and installing adequate temporary shoring and/or bracing for all walls, slabs and like constructions if needed to perform the task.

H.8.1.6 The Courts, its officers, agents, servants and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection.

H.8.1.7 Prior to execution of shoring and/or bracing the Contractor shall submit details and calculations for shoring and/or bracing designs for the Courts review.

H.8.1.8 Special precautions shall be exercised to prevent use of, or access to, Contractors materials, equipment or tools by occupants or entry by occupants into Contractor's work areas.

H.8.1.9 Contractor shall comply with all COVID19 regulations as defined by the CDC. In addition, the Contractor shall adhere to current DC Court Guidance as illustrated via Attachment J.33.

H.8.2 SAFETY OF PERSONS AND PROPERTY

H.8.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

(1) Employees on the Work and other persons who may be affected thereby;

(2) The Work, materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors;

and

(3) Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

H.8.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

H.8.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Courts and users of adjacent sites and utilities.

H.8.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

H.8.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections H.7.1.2 and H.7.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections H.7.1.2 and H.7.1.3, except damage or loss attributable to acts or omissions of the Courts, Construction Manager, or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section H.3.4.

H.8.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Courts and CM.

H.8.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

H.8.3 HAZARDOUS MATERIALS

H.8.3.1 The Contractor shall not use asbestos-containing construction materials, fill or other building components that contain or have absorbed hazardous materials, as that term is defined in 42 U.S.C.A. § 9601(14). In addition, if hazardous materials are encountered at the site of the Work or in the performance of the Work, Contractor shall stop work in the area of hazardous materials and immediately notify the Courts. Contractor shall bar all persons from entering the affected area and take all necessary steps to minimize the risks to employees and others from such hazardous materials. Contractor and Courts shall meet to identify the entirety of the affected area and review containment and remedial action. It is understood that Courts may employ Contractor or separate contractor(s) to remove, remediate or render harmless hazardous materials encountered at the site or in the performance of the Work.

H.8.3.2 In the event Courts and Contractor agree that Contractor shall perform the removal, remediation or render harmless the hazardous materials, then such work shall be performed at such additional price and performance time as determined pursuant to this Agreement. Contractor shall secure all licenses and permits required for the performance of such work. DC Courts requires a 30-day notification to employees prior to the start of abatement activities within a space. Coordination of the notice shall occur by the Design Build Contractor through the Courts.

H.8.3.3 Contractor agrees to indemnify, hold harmless and defend Courts from claims, damages, losses, costs, expenses, and liabilities arising out of or resulting from the presence, uncovering or release of suspected or confirmed hazardous materials to the extent caused by the negligence of, or failure to comply with, the terms and conditions of the contract documents by the Contractor or anyone for whom the Contractor is responsible.

H.8.4 EMERGENCIES

H.8.4.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Section I.4.

H.9 USE OF PREMISES

(a) The Contractor shall not load or permit the loading of any part of any structure to such an extent as to endanger its safety.

(b) The Contractor shall comply with the regulations governing the operation of premises, which are occupied and shall perform his contract in such a manner as not to interrupt or interfere with the conduct of Court.

(c) Any work necessary to be performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the Court.

(d) The Contractor shall use only such entrances to the work area as designated by the COTR.

(e) Any work, once started, shall be completed as rapidly as possible and without unnecessary delay.

(f) Only such portions of the premises as required for proper execution of the contract shall be occupied.

(g) All work shall be performed in such manner as to cause minimum annoyance to occupants of adjacent premises and interference with normal traffic.

(h) Work performed in existing buildings shall be executed in a manner that will cause minimum interference with facility occupants.

(i) All work shall be carried on in an orderly manner performed in such manner to cause minimum:

- (1) Interference with or disruption of normal activities in the building which is occupied; and
- (2) Noises or disturbances.

H.10 ACCESS TO BUILDING

- (a) Contractor will be given access to the building, except to secure all sensitive areas or where work is specified to be performed at specified periods.
- (b) Contractor will be given access to buildings only on Monday through Sunday of each week.
- (c) Contractor shall make all necessary arrangements for access to the building after regular working hours and/or for work on Saturday, Sunday or Holidays with the COTR.
- (d) Should the Contractor desire to work on Saturdays, Sundays, or holidays, he/she must receive permission in writing from the COTR or designee. If permission is granted, all work performed shall be at no additional expense to the Court.

H.11 AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR – NOT USED

H.12 CONSENT TO SUBCONTRACT

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

H.13 SUBCONTRACTS

- (a) Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the Court.
- (b) The divisions or sections of the specifications are intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.
- (c) The Contractor shall be as fully responsible to the Court for the acts and omissions of subcontractors, and of persons employed by them as he is for the acts and omissions of persons directly employed by him.
- (d) The Contractor shall be responsible for the coordination of the trades, subcontractors, materials, and persons engaged upon his work.
- (e) The Court will not undertake to settle any differences between the Contractor and his

subcontractors or between subcontractors.

- (f) Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution. Notwithstanding any such subcontractor approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

H.14 LIQUIDATED DAMAGES:

H.14.1 The Contractor, its agent and subcontractors shall be liable for liquidated damages for each day of delay in achieving Substantial Completion as detailed in Article 9.11 of the General Terms and Conditions for Construction (Attachment J.20).

H.15. PERFORMANCE BOND, PAYMENT BOND AND WARRANTY REQUIREMENTS

H.15.1 The Offeror shall furnish bonds covering the faithful performance of the Contract (performance bond) equivalent to 100% of the contract value. A payment bond equivalent to 100% of all obligations arising there under. A warranty bond equivalent to 20%. Bonds may be secured through the Offeror's usual sources. The Contractor shall be required to provide the warranty bond at least three (3) calendar days before the Final Statement of Payment is issued. This warranty must be in effect for one (1) year, from the date of the final payment to the Contractor.

H.15.2 If the furnishing of such bonds is stipulated in the Bid Documents, the cost shall be included in the Offer. If the furnishing of such bonds is required after receipt of Offers and before execution of the Contract, the cost of such bonds shall be added to the Offer in determining the Contract Sum.

H.15.3 If the Courts require that bonds be secured from other than the Offeror's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

H.16 TIME OF DELIVERY AND FORM OF BONDS

H.16.1 The Offeror shall deliver the required performance and payment bonds to the Courts not later than 5 days following the date of execution of the Contract. If the Work is to be commenced prior to the date stated in the letter of intent, the Offeror shall, prior to the commencement of the Work, submit evidence satisfactory to the Courts that such bonds will be furnished and delivered.

H.16.2 Unless otherwise provided, the bonds shall be written on the attached Bond Forms. Both bonds shall be written in the amount of the Contract Sum.

H.16.3 The bonds shall be dated on or after the date of the Contract Award.

H.16.4 The Offeror shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

H.17 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Davis Bacon Act, Wage Determination No.: DC2020002, dated 05/29/2020, issued by the U.S. Department of Labor, and incorporated herein as Section J.18. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.18 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Court's Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.19 WARRANTY

Offerors are encouraged to submit information on any standard commercial warranties provided for offered products. The DC Court will consider these warranties in determining the most advantageous offer, to the extent provided in the evaluation factors.

H.20 Incorporation of Warranty. Notwithstanding the contractor's standard commercial warranty, if offered and accepted by the DC Court, any dispute thereunder will be resolved under the Disputes clause of this contract, notwithstanding any disputes procedure that may be specified in the warranty.

H.21 Contractor Warranty (Products)

H.21.1 The contractor warrants that all products furnished under this contract, including packaging and markings, will be free from defects in material or workmanship and will conform with the specifications and all other requirements of this contract.

H.21.2 The contracting officer will give written notice to the contractor of any breach of warranty and either:

- (1) Require the prompt correction or replacement of any defective or nonconforming products; or
- (2) Retain them, reducing the contract price by an amount equitable under the circumstances.

H.21.3 When return for correction or replacement is required, the contractor is responsible for all costs of transportation and for risk of loss in transit. If the contractor fails or refuses to correct or replace the defective or nonconforming products, the contracting officer may correct or replace them with similar products and charge the contractor for any cost to the DC Court. In addition, the contracting officer may dispose of the nonconforming products, with reimbursement from the contractor or from the proceeds for excess costs. Any products corrected or furnished in replacement are subject to this clause.

H.21.4 The rights and remedies of the DC Court provided in this clause are in addition to, and do not limit, any rights afforded to the DC Court by any other clause of the contract.

H.21.5 Warranty of Services

H. 21.5.1 Definition. "Acceptance," as used in this clause, means the act of an authorized representative of the DC Court by which the DC Court assumes for itself, or as an agent of another, approves specific services, as partial or complete performance of the contract.

H. 21.5.2 Notwithstanding inspection and acceptance by the DC Court or any provision concerning the conclusiveness thereof, the contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The contracting officer will give written notice of any defect or nonconformance to the contractor [contracting officer will insert the specific period of time in which notice will be given to the contractor; e.g., "within 30 days from the date of acceptance by the DC Court"; within 1000 hours of use by the DC Court;" or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time]. This notice will state either:

- (1) that the contractor shall correct or re-perform any defective or nonconforming services; or
- (2) that the DC Court does not require correction or re-performance.

H. 21.5.3 If the contractor is required to correct or re-perform, it shall be at no cost to the DC Court, and any services corrected or re-performed by the contractor shall be subject to this clause to the same extent as work initially performed. If the contractor fails or refuses to correct or re-perform, the contracting officer may, by contract or otherwise, correct or replace with similar services and charge to the contractor the cost occasioned to the DC Court thereby, or make an equitable adjustment in the contract price.

H.21.5.4 If the DC Court does not require correction or re-performance, the Contracting Officer will make an equitable adjustment in the contract price.

H.22 BUILDING PERMIT

The Design-Builder is responsible for acquiring Building Permit. Use of a Permit Expediter is encouraged. Design-Builder shall allot a minimum of two (2) months to obtain the Building Permit in the Bid Schedule and Preliminary Schedule.

If necessary, the Owner and Construction Manager will assist the Design-Builder in the submission of the permit.

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SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The D.C. Courts General Provisions, revised May 2017 (Attachment J.1) and the General Conditions and the Construction Contracts (Attachment J.20) are incorporated as part of the resulting contract.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

THIS SECTION IS RESERVED AND NOT APPLICABLE TO THIS SOLICITATION

I.3 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will be calendar days, therefore, include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the Media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor’s work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the Courts will have the right to

review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the Courts, the Contractor shall remain liable to the Courts for all Contractor's work and services required hereunder.

I.7 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another courts contractor or by any court employee.

I.8 Ethics in Public Contracting

The Offeror shall familiarize itself with the Court's policy entitled "Ethics In Public Contracting". The Offeror shall abide by such provisions in submission of its proposal and performance of any contract awarded. See Attachment J.3.

I.9 Disputes

Any dispute arising under or out of this contract is subject to Attachment J.1 General Provisions (Chapter 8) of the Procurement Guidelines of the District of Columbia Courts.

I.10 Laws and Regulations

All applicable laws, Courts rules, procurement guidelines and regulations shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.

I.11 Non-Discrimination

The Contractor agrees that it will comply with the nondiscrimination requirements set forth in D.C. Code, Section 2-1402.11(2001) which will be incorporated into any contract awarded. The Contractor agrees to comply with requests from the Courts to support the Contractor's adherence to this section.

I.12 Examination of Books and Records

The Contracting Officer or any of the Contracting Officer's duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and record of the Contractor involving transactions related to the contract.

I.13 Record Keeping

The Contractor shall be expected to maintain complete and accurate records justifying all actual and accrued expenditures. The Contractor's records shall be subject to periodic audit by the Court.

I.14 Protest

I.14.1 Any aggrieved person may protest this solicitation, award or proposed contract award in accordance with Attachment J.1 Chapter 8 of the Procurement Guidelines of the District of Columbia Courts. Protest shall be filed in writing, within ten (10) working days after the basis of the protest is known (or should have been known), whichever is earlier with the Contracting Officer at:

Louis Parker
Administrative Officer
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 612
Washington, D.C. 20001

I.14.2 A protest shall include the following:

1. Name, address and telephone number of the protester;
2. Solicitation or contract number;
3. Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;
4. Request for a ruling by the Contracting Officer; and
5. Statement as to the form of relief requested.

I.15 Debriefing

An unsuccessful offeror may request a debriefing by submitting a written request to the Contracting Officer at the address specified in I.10 above within (3) calendar days from the date of receipt of the notification of award.

I.16 INSURANCE

I.16.1 **General Requirements:** Prior to execution of the contract, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with an insurance company licensed or qualified to do business with the District of Columbia Courts. **All insurance shall set forth the District of Columbia Courts as an additional insured. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit on the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with Ten (10) days prior written notice in the event of non-payment of premium. The Contractor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after the request.**

- a. General Liability Insurance. The Contractor shall provide bodily injury liability insurance coverage of at least \$2,500,000.00 per occurrence.
- b. Automobile Liability Insurance. (applicable to owned, non-owned and hired vehicles): The Contractor shall provide comprehensive automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract against liability for bodily injury and property damage in an amount not less than that

required by law of the District's Compulsory/No-Fault Vehicle Insurance of 1982, as amended. The policy shall provide coverage of at least \$2,500,000.00, per person, \$2,500,000.00 per occurrence for bodily injury.

- c. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance covering all of its employees working in conjunction with the performance of this contract. Contractor agrees to comply at all times with applicable Federal and District of Columbia workers' compensation and occupational disease statutes.
- d. Certificates of insurance acceptable to the Courts shall be filed with the Courts prior to the commencement of the Work. These certificates and the insurance policies required shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Courts. If any of the foregoing insurance coverage are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by **Attachment J.17**. Information concerning the reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the

Contractor with reasonable promptness in accordance with the Contractor's information and belief.

- I.16.2 **Duration:** The Contractor shall carry all required insurance until all contract work is accepted by the Courts, and shall carry the required General Liability; any required Professional Liability, and any required Employment Practices Liability insurance for one (1) year following final acceptance of the work performed under this contract.
- I.16.3 **Liability:** These are the required minimum insurance requirements established by the Courts. However, the required minimum insurance provided above will not in any way limit the Contractor's liability under this Contract.
- I.16.4 **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 Courts.
- I.16.5 **Measure of Payment:** The Courts 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.16.6 **Notification:** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- I.16.7 **Certificates of Insurance:** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Kenneth Evans, Jr,
Senior Contract Specialist
District of Columbia Courts
616 H St. NW - Suite 615
Washington, D.C. 20001
kenneth.evans@dcsc.gov

I.16.8 **Disclosure of Information:** The Contractor agrees that the Courts may disclose the name and contact information of its insurers to any third party which presents a claim against the Courts 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

I.17 EQUAL EMPLOYMENT OPPORTUNITY

I.17.1 Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, marital status, sex, disability, sexual preference or age. Contractor shall take such actions as are reasonably necessary to ensure that employees and applicants for employment are treated without regard to their race, creed, color, national origin, marital status, sex, sexual preference or age. As used herein, the term “treated” shall mean and include, without

limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

I.17.2 Contractor shall furnish all information and reports required by Governmental Authorities to determine Contractor’s compliance with the provisions of Applicable Laws, and shall permit access to its books and records by DC Courts and/or any such Governmental Authority during regular business hours for purposes of investigation to ascertain compliance with this Section.

I.18 COST AND PRICING DATA

The offeror shall complete the Attachment J.11 – Bid/Offer Sheet certifying independent price determination, Attachment K.1 -Proposal / Offer Breakdown Sheet and and Attachment K.2 Unit Prices.

I.19 ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract /Task Order Award document
- (3) Standard Contract Provisions
- (4) General Conditions of the Contract for Construction
- (5) Contract attachments other than the Standard Contract Provisions
- (6) RFP, as amended
- (7) BAFOs (in order of most recent to earliest)

(8) Proposal/Bid

- (a) Supplies and Services or Price/Cost Section (Section B);
- (b) Specifications/Work Statement (Section C);
- (c) Special Contract Requirements (Section H);
- (d) Deliveries and Performance (Section F);
- (e) Contract Clauses (Section I);
- (f) Contract Administration Data (Section G);
- (g) Inspection and Acceptance (Section E); and
- (h) Contract Attachments (Section J) in the order they appear.

I.20 CANCELLATION CEILING

In the event of cancellation of the contract because of non-appropriation for any fiscal year after the fiscal year 2018, there shall be a cancellation ceiling of zero dollars representing reasonable pre-production and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

I.21 GOVERNING LAW

This Contract and any disputes arising out of or related to this Contract shall be governed by and construed in accordance with, the laws of the District of Columbia.

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SECTION J: ATTACHMENTS

J.1 The Scope of Work under this Contract is defined in the Attachments of this Section as shown below. The following list of attachments is incorporated into the solicitation:

Attachment Number	Document
J.1	General Provisions Applicable to District of Columbia Courts Contract
J.2	Anti-Collusion Statement
J.3	Ethics in Public Contracting
J.4	Non-Discrimination
J.5	Certification of Eligibility
J.6	Tax Certification Affidavit
J.7	Certification Regarding A Drug-Free Workplace
J.8	Release of Claims
J.9	Payment to Subcontractors and Suppliers Certificate
J.10	District of Columbia Courts Sexual Harassment Policy
J.11	Bid/Offer Form
J.12	Bid/Offer Bond Form (NOT APPLICABLE)
J.13	Payment Bond Form
J.14	Performance Bond Form
J.15	Tax Regulations
J.16	DC Courts Tax Exemption Certificate
J.17	Application for Payment
J.18	Davis Bacon Act and Davis Bacon Wage Rates
J.19	Contract Work Hours and Safety Standards Act
J.20	Standard Form of Agreement Between Owner and Design-Builder
J.21	DC Courts Past Performance Questionnaire
J.22	Division 01 Specifications
J.23	Hazmat Specifications
J.24	Cable & Management Procedures Manual
J.25	Not Used
J.26	DC Courts Standards

Attachment Number	Document
J.27	Bridging Documents
J.28	Furniture Package
J.29	AV Design Documents
J.30	Freight & Projects Diagram
J.31	C Street Phase 2B Reference Documents
J.32	PDRM Meeting Minutes
J.33	DC Courts - PPE Memo
K	Offer Breakdown Sheets

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SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 CERTIFICATE REGARDING A DRUG-FREE WORKPLACE (See Attachment J.7)

K.2 WALSH-HEALY ACT

If your bid is \$10,000 or more, the following information **MUST** be furnished:

- (a) Regular Dealer
 - () The Bidder is a Regular Dealer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.
 - () The Bidder is not a Regular Dealer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.
- (b) Manufacturer
 - () The Bidder is a Manufacturer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.
 - () The Bidder is not a Manufacturer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.

K.3 BUY AMERICAN CERTIFICATION

The Bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 28 of the District of Columbia Courts General Contract Provisions), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS	COUNTRY OR ORIGIN
-----------------------	-------------------

K.4 OFFICERS NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

- ____ (a) No person listed in Clause 21 of the District of Columbia Courts General Contract Provisions will benefit from this contract.
- ____ (b) The following person(s) listed in Clause 21 of the District of Columbia Courts General Contract Provisions may benefit from this contract. For each person listed,

attach the affidavit required by Clause 21 of the District of Columbia Courts General Contract Provisions.

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature on the offer is considered to be a certification by the signatory that:
- (1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;
 - (2) The prices in this bid have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other bidder or competitor before offer opening unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory;
- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or
 - (2)
 - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above: _____
(insert full name or person(s) in the organization responsible for determining the prices offered in this bid and the title of his or her position in the Offeror's organization);
 - (ii) As an authorized agent does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and
 - (iii) As an agent has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If Offeror deletes or modifies subparagraph (a) (2) above, the Offeror must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

K.6 TYPE OF BUSINESS ORGANIZATION

Bidder operates as () an individual, () a partnership, () a nonprofit organization, () a corporation, incorporated under the laws of the State of _____, () a joint venture, () other.

K.7 PAYMENT IDENTIFICATION NO.

The District of Columbia Courts utilizes an automated vendor database. All firms are required to submit their Federal Tax Identification Number. Individuals must submit their social security numbers.

Please list below applicable vendor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Dunn and Bradstreet Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

Fax Number: _____

Name, Number, email (please print) of person to contact about this bid:

PAYMENTS UNDER TERMS OF ANY CONTRACT RESULTING FROM THIS SOLICITATION WILL BE HELD IN ABEYANCE PENDING RECEIPT OF A VALID FEDERAL TAX IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER.

K.8 The Offeror by making an Offer represents that:

K.8.1 The Offeror has read and understands the Offering Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Offer is submitted, and for other portions of the Project, if any, being offered concurrently or presently under construction. Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the Offeror's risk.

K.8.2 The Offer is made in compliance with the Offering Documents.

K.8.3 The Offeror has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Offeror's personal observations with the requirements of the proposed Contract Documents.

K.8.4 The Offer is based upon the materials, equipment, and systems required for the Work as stated in the Offering Documents without exception.

K.9 Penalties for Misrepresentations

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract; in accordance with District of Columbia law, Contractor's liability for civil and criminal action indicates possible sanctions.

K.10 Standards of Responsibility

The prospective Contractor must demonstrate to the satisfaction of the Courts, the capability in all respects to perform fully the contract requirements; therefore, the prospective Contractor must submit with its Offer the document listed below in K.10.1 and K.10.2:

K.10.1 Performance of the contract. (See Section L.3.2.2 Volume 1 Technical Information Tab B Corporate Capabilities)

K.10.2 Furnish evidence of the ability to comply with the required and/or proposed delivery or performance schedule, taking into consideration all existing commercial and government business commitments. (See Section L.3.2.2 Volume 1 Technical Information Tab B)

K.11 OFFERING DOCUMENTS/COPIES

K.11.1 Offerors will receive one (1) set of the complete Offering Documents.

K.11.2 Offering Documents will not be issued directly to Sub-offerors unless specifically offered in the Advertisement or Invitation to Offer.

K.11.3 Offerors shall use complete sets of Offering Documents in preparing Offers; neither the Courts nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Offering Documents.

K.11.4 The Courts may make copies of the Offering Documents available for the purpose of obtaining Offers on the Work. No license or grant of use is conferred by the issuance of copies of the Offering Documents.

K.12 INTERPRETATIONS OR CORRECTIONS OF OFFERING DOCUMENTS

K.12.1 The Offeror shall carefully study and compare each of the Offering Documents with one another, and with other Work being offered concurrently or presently under construction to the extent that it relates to the Work for which the Offer is submitted; the Offeror shall also examine the site and local conditions, and at once, report to the Courts any errors, inconsistencies or ambiguities discovered.

K.12.2 Questions concerning this Solicitation must be directed, in writing to:

Kenneth L. Evans Jr, Senior Contract Specialist
District of Columbia Courts
Capital Projects and Facilities Management Division
616 H St., NW, Suite 622
Washington, DC 20001
E-mail address: kenneth.evans@dcsc.gov

K.12.3 Any prospective Offeror desiring an explanation or Interpretation of this Solicitation must request it in writing by **July 20, 2020, @ 3:00 PM.** Requests should be directed to the Senior Contract Specialist via the email address listed above. Any substantive information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors. **Oral explanations and/or instructions given before the award of the contract will not be binding.**

K.12.4 The terms and conditions of the Offering Documents may only be modified by written Amendments issued by the Contracting Officer; set apart from any oral representations to the contrary.

K.13 SUBSTITUTIONS

K.13.1 The materials, products, and equipment(s) described in the Offering Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

K.13.2 No substitutions will be considered prior to receipt of Offers unless written request for approval has been received by the Contracting Officer at least ten (10) days prior to the date for receipt of Offers. Such requests shall include the name of the material and/or equipment for which it is to be substituted, and also, a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. If any further changes in other materials, equipment(s) or other portions of the Work to include but not limited to changes in the work of other contracts, that incorporation of the proposed substitution would require a written request. The burden of proof of the proposed substitution is upon the merit of the proposer. The Courts decision of approval or disapproval of a proposed substitution shall be final.

K.13.3 If the Courts approve a proposed substitution prior to receipt of Offers, such approval will be set forth in an Amendment. Offerors shall not rely upon approvals made in any other manner.

K.13.4 No substitutions will be considered after the Contract is awarded unless specifically stated in the Contract Documents.

K.14 AMENDMENTS

K.14.1 Amendments will be transmitted by the issuing office to all who are known to have initially received a complete set of the Offering Documents.

K.14.2 Copies of Amendments will be made available for inspection wherever Offering Documents are on file for clarification.

K.14.3 Amendments will be issued no later than three (3) days prior to the date of receipt of the Offers unless an Amendment withdrawing the request for Offers or one which includes postponement of the date for receipt of Offers.

K.14.4 Prior to submitting an Offer, each Offeror shall ascertain all Amendments issued, and acknowledge their receipt in the Offer.

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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 **Proposal Submission and Identification**

L.1.1 The District of Columbia Courts will not accept an email or facsimile copy of a proposal as an original. Unless specifically authorized in the solicitation, the District of Columbia Courts shall not accept telegraphic offers.

L.1.2 Proposals shall be submitted in a sealed proposal package. The Offeror shall conspicuously mark on the outside of the proposal package the name and address of the Offeror and the following:

Solicitation Number: DCSC-20-RFP-106

Caption: "H. Carl Moultrie Fourth Floor East Juror's Lounge Renovation

Proposal Due Date & Time: July 30, 2020 NO LATER THAN 3:00 P.M.

L.1.3 **Confidentiality of Submitted Information:**

L.1.3.1 Offerors who include in their proposals data that they do not want disclosed to the public or used by the District of Columbia Courts except for use in the procurement process shall mark the title page of the proposal document with the following legend:

L.1.3.1.1 "This proposal includes data that shall not be disclosed outside the District of Columbia Courts and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process."

L.1.3.2 The specific information within the proposal which the offeror is making subject to this restriction announced on the title page must be noted on the individual pages which contain it. The offeror shall mark each page containing confidential information or data it wishes to restrict with the following text:

L.1.3.2.1 "Use or disclosure of data contained on this page is subject to the restriction on the title page of this proposal".

L.1.3.3 Note that the District of Columbia Courts shall have the right to duplicate, use, or disclose the data to the extent consistent with the Court's internal needs in the procurement process. The Courts may, without permission of the offeror, use, without restriction, information contained in this proposal package if it is obtained from another source.

L.1.4 **Offerors may submit Proposals either by hand delivery/courier services.**

L.1.4.1 NA

L.1.4.2 **Offerors submitting their proposals by hand delivery/courier services must hand deliver their proposals to the following address:**

District of Columbia Courts
 Administrative Services Division
 Procurement and Contracts Branch
 Attn: Kenneth L. Evans, Senior Contract Specialist
 701 7th Street, N.W., Suite 615
 Washington, D.C. 20001

L.2 Proposal Information and Format:

L.2.1 At a minimum, each proposal submitted in response to this RFP shall include sections, as set forth below, which address the approach for the work described in Section "C" - Description/Specifications/Statement of Work. The proposal shall include the requisite legal representations, resources which will directly be employed in the project, client references, and a description of similar services provided by the offeror and its key personnel. Failure to address adequately any of these areas may result in the proposal being eliminated from consideration for award.

L.2.2 Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of offeror’s capabilities to satisfy the requirements of this RFP. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered. The proposal shall be prepared in two volumes. These shall be submitted in loose-leaf, three-ring notebooks for each copy of Volume I – Technical Proposal, and for each copy of Volume II - Price Proposal. See also, clause L.3 – Price Proposal. Each bidder shall also include one (1) electronic copy (CD) that should include a copy of both the technical volume and a copy the pricing volume together.

L.2.2.1 Volume I - Technical Proposal shall comprise the following tabs and information:

Tab A	<p align="center">General Information, Certifications, Affidavits, & Other Submissions</p> <p align="center">(Please refer Clause L.2.4 – General Information and Clause L.10 Certifications, Affidavits, & Other Submissions)</p>
<p>Tab B</p> <p>10 Points</p>	<p>Basic Corporate Information Provide corporate information about the Offering firm. Information shall be provided for the General Contractor and Designer separately. Design Build Contractor shall advise if the proposed team has worked together in the same capacity on previous projects. Respondent shall provide requested information as reflected in blocks 1 – 4 of the DC Courts Past Performance Questionnaire; see Attachment J.21.</p> <p><u>Professional References:</u> Provide responses from at least two (2) references from previous clients. References shall respond via the DC Courts Past Performance Questionnaire; see Attachment J.21.</p>
Tab C	<p>Quality <u>Quality Management Program:</u></p>

<p>10 Points</p>	<p>Provide a quality management program that addresses the issues specifically related to this project. Address the submittal process, mock-ups, inspections, pre-installation meetings, etc. Provide a project specific quality control program for this project. Address on site inspections, deficiency responses, etc.</p> <p><u>Management and Communication Approach:</u> Provide a management plan that addresses the issues specifically related to this project. Address project communication and implementation and provide a detailed proposed organizational chart for this project including the roles and responsibilities of each member of the project team down to the Foreman (or equivalent) level. Describe the importance of communication and coordination with the other trades involved with this project</p> <p><u>Design Development and Management</u> Provide plan for successful design management from Bridging Documents to approved Construction Documents. Outline plan for incorporating scope changes, new energy code requirements, and programming with end users.</p> <p><u>Corporate Capabilities:</u> Provide sufficient information to clearly indicate that your company has the corporate capability and financial resources to staff this project with required materials and skilled labor for the full duration.</p>
<p>Tab D</p> <p>20 Points</p>	<p>Experience</p> <p><u>Corporate Project Experience:</u> Provide historical information on three (3) projects located in the DC metro area completed by the firm within the past 5 years, which are similar in size, scope, and value. Address at a minimum, the project description, size, value, delivery date, and contact information for each project.</p> <p><u>Proposed Project Staff:</u> Provide information pertaining to proposed Project Managers, Project Engineers, Superintendents, each member listed in the staff organizational chart and other staff members who will have regular interaction with the Courts management and field personnel on this renovation. Provide confirmation of team members whom has worked together in similar roles on similar projects. Provide at a minimum, resumes, references, certifications, education, relevant experience (highlight similar projects completed by individual team members), participation of proposed team members on example projects, and history with company (if any), etc.</p> <p><u>Proposed Subcontractors:</u> Provide information pertaining to proposed Mechanical, Electrical and Plumbing subcontractors planned to be used.</p>

	Confirm if proposed team has worked in similar roles on similar projects.																								
Tab E	<p>Solicitation Understanding Restate the renovation effort in your own words to include at a minimum, the scope of work, interaction with other contractors, phasing, staging and security considerations.</p> <p>Identify at least three (3) potential risks or issues regarding the success of executing the 3 projects sequentially and provide an explanation of a plan to mitigate the risk resulting from each risk or issue, etc.</p> <p>Provide an explanation of the issues and a plan to mitigate the resulting risk from each. In addition, provide, an explanation of your company's plan to deal with: coordination with other contractors, public and political interaction, security, ongoing Courts operations, occasional contractor work hour adjustments, etc.</p>																								
15 Points																									
Tab F	<p>Provide a legible Critical Path Method (CPM) schedules for the 3 projects showing a well-developed critical path (with logic indicated) for the completion of the projects. The project schedule(s) must include all activities (not to exceed 20 work days on any given activity), show coordination with all major actions, and must indicate the date of Substantial Completion, and a date of Final Project Completion. In addition, provide a written narrative of the schedule.</p> <p>Provide a phasing plan with the Contractor's response to the solicitation. Phasing shall be reflected in the Contractor's bid schedule. Final phasing plan will be a deliverable for approval after NTP.</p> <p>Schedule Scoring:</p> <table> <tr> <td>Contract Milestones</td> <td>2</td> </tr> <tr> <td>Anticipated NTP</td> <td>0.5</td> </tr> <tr> <td>Realistic Completion Dates</td> <td>2</td> </tr> <tr> <td>Narrative</td> <td>2</td> </tr> <tr> <td>Phasing Plan</td> <td>3</td> </tr> <tr> <td>Level of Detail</td> <td></td> </tr> <tr> <td>Submittals</td> <td>0.5</td> </tr> <tr> <td>Procurement (long lead items)</td> <td>0.5</td> </tr> <tr> <td>Abatement</td> <td>0.5</td> </tr> <tr> <td>Construction</td> <td>0.5</td> </tr> <tr> <td>Construction Duration Compliance</td> <td>0.5</td> </tr> <tr> <td>Logic (predecessors, successors, use of lag and constraints)</td> <td>2</td> </tr> </table>	Contract Milestones	2	Anticipated NTP	0.5	Realistic Completion Dates	2	Narrative	2	Phasing Plan	3	Level of Detail		Submittals	0.5	Procurement (long lead items)	0.5	Abatement	0.5	Construction	0.5	Construction Duration Compliance	0.5	Logic (predecessors, successors, use of lag and constraints)	2
Contract Milestones	2																								
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15 Points																									

	<p>Format, Organization, Other (e.g. P6, MPP, WBS, aesthetics) 1</p> <p>Total 15</p>
<p>Tab G</p> <p>10 Points</p>	<p>Scope Clarifications and Exclusions</p> <p>Provide a list of any Offer or scope clarifications and qualifications that are a part of your offer. (A duplicate copy will be required in Volume 2 – Tab B.)</p> <p>The Courts will be contracting directly with a 3rd Party Code Inspection Agency to provide the necessary DCRA required code inspections.</p> <p>In addition to the list of scope clarifications and qualifications, provide an estimate for the following:</p> <ol style="list-style-type: none"> 1. Proposed number of 3rd Party Code (i.e. DCRA) inspections required to complete the project (include all estimated inspections throughout the life-cycle of the project) 2. Provide a confirmation in the scope clarifications and qualifications that the Contractor will coordinate with the 3rd Party Code Inspection Agency. 3. Provide a confirmation in the scope clarifications and qualifications that the Contractor has included the applicable project fees and cost escalations necessary for a scheduled contract NTP August 2020. 4. Provide proposed number of hours required for the support of the Courts Site Security Officers (CSOs) during the entire renovation of the 3 projects.
<p>Tab H</p>	<p>Disclosures (Please refer to Section L.2.11)</p> <ol style="list-style-type: none"> 1. Disclosure details of any legal action or litigation past or pending against the Offeror. 2. A statement that the Offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the Offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts.

L.2.2.2 Volume II – Price Proposal shall comprise the following tab:

<p>Tab A</p> <p>20 Points</p>	<p>PRICE</p> <p>Price Information -detailed price breakdown of all pricing sheets</p> <p>a. Section K, Attachment J.11</p> <p>b. Attachment K1 and K2</p>
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L.2.2.3 **Each Offeror shall submit one completed copy of the RFP, one (1) original and five (5) copies of the Technical Proposal, and five (5) separately bound copies of the Price Proposal. Each proposal shall be properly indexed and include all information requested in the RFP.**

L.2.4 General Information.

L.2.4.1 Each Offeror must provide the following information in this section:

L.2.4.1.1 If the offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements;

L.2.4.1.2 Courtships structure;

L.2.4.1.3 Courtship by foreign corporation with an interest exceeding five (5) percent;

L.2.4.1.4 Articles of incorporation, partnership or joint venture agreement; and

L.2.4.1.5 **Documentary evidence that the offeror is located and is authorized to conduct business in the District. Document should include copy of any current license, permit, registration or certification to transact business in the District of Columbia, if required by law to obtain such license, permit, registration or certification;**

L.2.5 Technical Approach

L.2.5.1 The offeror shall provide a comprehensive project schedule to accomplish the work described in Section "C" - Description/Specifications/Statement of Work. This shall include:

L.2.5.2 A detailed management plan which clearly defined project responsibilities and accountability.

L.2.5.3 Proposed Quality Management Approach to include quality control oversight and method to be used.

L.2.6 Firm/Organization Experience:

L.2.7 Documentation indicating the capabilities and experience of the firm’s expertise working on projects of similar size and nature and years of experience.

L.2.8 Past Performance:

L.2.8.1 The Offeror shall provide any information to substantiate the Offeror's past performance in completing the requirements of Section C. The Offeror shall provide the following information:

L.2.8.2 **References: The name, address and contact person of two (2) references for which services of this nature have been provided in the past five (5) years.**

L.2.8.3 A Past Performance Evaluation Form will be used to query previous customers regarding Offerors past performance on contracts. Offerors shall assure that customers listed in the proposal complete and sign the Performance Evaluation Form and return them with the technical proposal submission. For each reference contacted, the contact person will be

requested to confirm the Period of performance, dollar amount, Timeliness of Performance, Cost Control Business Relations and Customer Satisfaction.

L.2.9 Experience, Qualifications and Resumes of Key Personnel

L.2.9.1 Resumes of all proposed staff;

L.2.10 SCHEDULE

Critical Path Method (CPM): The Construction Schedule shall be developed using logic to integrate all contractual aspects of the work together with any external Government agency dependencies, requirements or limitations. The Construction Schedule shall not include any activity level constraints which would create an artificial (rather than calculated) critical path. Schedule shall be submitted in accordance with specification section 013216.

L.2.11 Disclosure

L.2.11.1 This section of the proposal shall include the disclosure information described below:

L.2.111 Disclosure details of any legal action or litigation past or pending against the offeror;

L.2.11.2 A statement that the offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts; and

L.2.11.3 Documentary evidence (e.g. certificates) that the offeror has a place of business located in the District of Columbia and is authorized to conduct business in the District, and the offeror is current in its tax obligation to the District of Columbia.

L.3 Price Proposal

L.3.12.1 A separately bound price proposal must be submitted using the format provided (Attachment K.1 and K.2) of this RFP. The price furnished by the offeror shall be itemized for the services set forth in Section C. The offeror's price proposal shall become a part of the

awarded contract. The offeror's price proposal shall include all costs for the required services. This pricing information will also be used for reasonability evaluation purposes.

L.4 Questions: Must be submitted no later than July 20, 2020 at 3:00 PM

L.4.1 Questions concerning this Request For Proposals must be directed by e-mail to:

Kenneth L Evans Jr, Senior Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
E-mail address: kenneth.evans@dcsc.gov
Telephone Number: (202) 879 –8776

L.4.2 Late Proposals will not be excepted

L.5 NOT USED FOR THIS SOLICITATION

L.6 Changes to the RFP:

L.6.1 The terms and conditions of this RFP may only be modified by written addenda issued by the Contracting Officer, any oral representations to the contrary notwithstanding.

L.7 Contract Award:

L.7.1 The Courts intends award a contract to the responsible offeror for the services required under this RFP to the offeror whose proposal is determined to be the lowest cost.

L.7.2 The Courts may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of price, technical, and other factors.

L.8 Cancellation of Award

L.8.1 The District of Columbia Courts reserve the right, without liability to the Court, to cancel the award of any contract at any time prior to the approval of a formal written contract signed by the Executive Officer and Administrative Officer of the District of Columbia Courts.

L.9 Official Offer

L.9.1 Offers signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to the Contracting Officer.

L.10 Certifications, Affidavits and Other Submissions

L.10.1 Offerors shall complete and return with their proposal the Representations and Certifications (Attachment J.2 - Anti-Collusion Statement, J.3 - Ethics in Public Contracting, Attachment

J.4 - Non-Discrimination, J.5 - Certification of Eligibility, J.6 - Tax Certification Affidavit, J.7 - Certification of a Drug-Free Workplace).

L.11 Retention of Proposals

L.11.1 All proposal documents shall be the property of the District of Columbia Courts and retained by the Courts, and therefore will not be returned to the offerors. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section L.1.3.

L.12 Public Disclosure under FOIA:

L.12.1 Trade secrets or proprietary information submitted by an offeror in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Court. However, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the offeror's entire proposal is proprietary will have no effect whatsoever.

L.13 Examination of Solicitation:

L.13.1 Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the offeror's risk.

L.14 Acknowledgment of Amendments:

L.14.1 Offerors shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) identifying the amendment number and date in the proposal; or (c) letter. The District of Columbia Courts must receive the acknowledgment by the date and time specified for receipt of offers. Offeror's failure to acknowledge an amendment may result in rejection of the offer.

L.15 Right to Reject Proposals:

L.15.1 The Courts reserves the right to reject, in whole or in part, any and all proposals received as the result of this RFP.

L.16 Proposal Preparation Costs

L.16.1 Each offeror shall bear all costs it incurs in providing responses to this RFP and for providing any additional information required by the Courts to facilitate the evaluation process. The successful offeror shall also bear all costs incurred in conjunction with contract development and negotiation.

L.17 Prime Contractor's Responsibilities

L.17.1 Each offeror may propose services that are provided by others, but any service(s) proposed must meet all of the requirements of this RFP.

L.17.2 If the offeror's proposal includes services provided by others, the offeror will be required to act as the prime Contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The Contractor will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

L.18 Contract Type:

L.18.1 This is a firm-fixed price(FFP) contract.

L.19 Failure to Respond to Solicitation:

L.19.1 In the event that a prospective offeror does not submit an offer in response to the solicitation, the prospective offeror should advise the Contracting Officer by letter or postcard whether the prospective offeror wants any future solicitations for similar requirements. If the prospective offeror does not submit an offer for three successive offer openings and does not notify the Contracting Officer that future solicitations are desired, the prospective offeror's name may be removed from applicable mailing list.

L.20 Signing Offers and Certifications:

L.20.1 Each offeror must provide a full business address and telephone number of the offeror and **BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS**. All correspondence concerning the offer or resulting contract will be mailed to the address shown above on the offer in the absence of written instructions from the offeror or contractor to the contrary. Any offer submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any offer submitted by a corporation, followed by the signature and title of the person having authority to sign for the corporation. Upon request, an offeror shall provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs an offer, the offeror shall submit to the Contracting Officer, the agent's authority to bind the offeror. Offeror shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the offer being rejected.

L.21 Errors in Offers:

L.21.1 Offerors shall fully inform themselves as to all information and requirements contained in the solicitation. Failure to do so will be at the offeror's risk. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.

L.22 Authorized Negotiators

L.22.1 The offeror shall include in its proposal a statement indicating those persons authorized to negotiate on the offeror's behalf with the District of Columbia Courts in connection with this Request for Proposals: (list names, titles, and telephone numbers of the authorized negotiators). Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the offeror's risk.

L.23 Acceptance Period

L.23.1 The Offeror agrees to keep its offer open for ninety (90) days from the date specified in this solicitation for the submission of proposals.

L.23.2 If discussions are held with Offerors, all Offerors within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written Final Proposal Revisions (FPR) at the designated date and time. Offerors agree to keep their FPRs open for ninety (90) days from the date specified for the submission of FPRs.

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SECTION M - EVALUATION FACTORS

M.1 Evaluation for Award

The Courts intend to make an award to the responsible firm whose proposal meets the minimum criteria's listed below:

1. Design-Builder should have at least 7-10 years of design-build experience
2. Design-Builder should demonstrate to have managed projects above \$2,500,000

M.2 TECHNICAL RATING

M.2.1 The technical evaluation factors set forth below shall be used to evaluate each proposal. The criteria for evaluating the proposals and their respective Technical Rating Scale are as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.3.2 PRICE

M.3 Price Proposal Evaluation

M.3.1 The Courts will not rate or score price, but will evaluate each Offeror's price proposal for realism, reasonableness, and completeness. This evaluation will reflect the Offeror's understanding of the solicitation requirements and the validity of the Offeror's approach to performing the work.

M.3.2 Realism: The Courts will evaluate the realism of the proposed price by assessing the compatibility of proposed price with proposal scope and effect. In the evaluation the Courts will consider the following:

- a. Do the proposed prices reflect a clear understanding of the requirements?
- b. Do the proposed prices for performing various functional service requirements reflect the likely costs to the Offeror in performing the effort with reasonable economy and efficiency?
- c. Are proposed prices unrealistically high or low?
- d. Are the proposed prices consistent with the technical and management/staffing approach (e.g., if the Offeror proposes a staff of x people, the price proposal must account for x people)?

M.3.3 Reasonableness: In evaluating reasonableness, the Courts will determine if the Offeror's proposed prices, in nature and amount, do not exceed those which would be incurred by a prudent contractor in the conduct of competitive business.

- a. Is the proposed prices (for Section B – Supplies or Services and Price/Cost) comparable to the independent Courts cost estimate?
- b. Is the proposed labor/skill mix comparable to the projected Courts skill mix and/or sufficient to meet the Section C requirements based upon the Offeror's technical and management approach?

M.3.4 Completeness: In evaluating completeness, the Courts will determine if the Offeror's provides pricing data of sufficient detail to fully support the offer and permit the price evaluation will be objective.