

**DISTRICT OF COLUMBIA COURTS
SOLICITATION, OFFER AND AWARD
FOR SUPPLIES, OR SERVICES**

ISSUED BY: DISTRICT OF COLUMBIA COURTS
ADMINISTRATIVE SERVICES DIVISION
PROCUREMENT AND CONTRACTS BRANCH
616 H STREET, N.W., ROOM 612
WASHINGTON, D.C. 20001

DATE ISSUED: February 3, 2020

OPENING DATE: March 16, 2020
OPENING TIME: 3:00 PM

SOLICITATION NUMBER: DCSC-20-RFP-008
OFFER/BID FOR: Multiple Award AEP IDIQ Services Contracts

MARKET TYPE: Open Market
TYPE OF SOLICITATION: RFP

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- a. Sealed offers in original and 4 copies to perform the work required are due at the place specified in Item 8 by March 16, 2020 at 3:00 PM (date).

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OFFER (TO BE COMPLETED BY OFFEROR) Note: In sealed bid solicitations “Offer” and “Offeror” mean “Bid” and “Bidder.”

The undersigned offers and agrees that, with respect to all terms and conditions accepted by the District of Columbia Courts under “AWARD” below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract.

<p style="text-align: center;">OFFEROR</p> <p>Name: Street: City, State: Zip Code:</p> <p>Area Code & Telephone Number:</p>	<p>Name and title of Person Authorized to Sign Offer: (Type or Print)</p> <hr/> <table style="width: 100%;"> <tr> <td style="width: 70%; vertical-align: bottom;"> <p>Signature</p> <p style="text-align: center;">(Seal)</p> </td> <td style="width: 30%; vertical-align: bottom;"> <p>Date:</p> </td> </tr> </table> <p>Impress Corporate Seal Corporate (Secretary) _____ (Attest)</p>	<p>Signature</p> <p style="text-align: center;">(Seal)</p>	<p>Date:</p>
<p>Signature</p> <p style="text-align: center;">(Seal)</p>	<p>Date:</p>		

AWARD (To be completed by the District of Columbia Courts)

CONTRACT NO. _____	AWARD AMOUNT \$ _____
ACCEPTED AS TO THE FOLLOWING ITEMS	
CONTRACT PERIOD: _____	DISTRICT OF COLUMBIA COURTS BY: _____ CONTRACTING OFFICER
AWARD DATE _____	

All written communications regarding this solicitation should be addressed to the Contracting Officer and should be directed by e-mail to Flor Rivera, Contract Specialist at maria.rivera@dcsc.gov.

B.1 PROCUREMENT OBJECTIVES: The objective of this solicitation is to award two (2) Indefinite Delivery Indefinite Quantity (IDIQ) contracts for Architectural, Engineering and Planning (AEP) services for the Capital Projects and Facilities Management Division (CPFMD) of the District of Columbia Courts (called DCC or Courts or Owner).

B.2 SERVICES: Services may include Pre-design Services, Facilities Planning, Project space program development, Interiors and Space Planning, Schematic and Concept Design, Design Development, preparation of design-bid-build (D-B-B) or design-build (D-B) RFP documents, Conducting Technical Investigations and Assessments, Technical, Environmental and Facility Condition Assessments, Construction Documents, preparation of Construction Cost Estimates, Construction Administration Support, Commissioning and Claims Assistance. Construction Documents will typically include preparation of complete Drawings and Specifications; and Construction Phase Support shall include but may not be limited to participating in construction progress meetings and providing Construction Administration Services.

B.2.1 The specific services required for the task order issued under this IDIQ contract will be defined in each individual Task Order Request for Proposal(s) (“TRFP”). TRFP under this contract may be assigned or competed between the two (2) IDIQ contract holders (called Firms or Offerors or Contractors). Each TO will be negotiated and awarded as Firm-Fixed-Price (FFP) contract except for the services identified in section B.2.2. that will be issued as a Time and Materials Task Order.

B.2.2 The Courts upon award will issue a On-call Immediate Response (OIR) Task Order to the selected contractors. The first OIR Task Order will have a period of Performance of One Year. The professionals and the number of hours to be draw down from under the OIR Task order, are shown in Attachment J.16. The draw down will be invoiced on time and material (T&M) basis, as the services are rendered. The Courts will contact the offeror’s POC with the assignment, discuss the ROM (Rough Order of Magnitude) for the work, and manage the assignment by monitoring the scope and accepting the deliverable.

B.2.3 The offeror agrees to respond and initiate the work of OIR services within four (4) business hours of the request. Request for services under the OIR Task Order will be alternated based on need. (See Labor Authorization Form in Attachment J.11) If an agreement cannot be reached, the Court may elect to commence negotiations with the next IDIQ holder firm, until an agreement is reached. Offeror shall follow the instructions in attachment J.11 for submitting the invoice for T&M work described above.

B.3 CONTRACT TYPE: Indefinite Delivery/Indefinite Quantity Contract (IDIQ) with Firm-Fixed-Price Task Orders. The DC Courts intend to award two (2) IDIQ contracts as a result of this solicitation. Each Task order (TO) under the IDIQ contract may be assigned or competed between the IDIQ contract holders (called firms or Offerors or contractors).

B.4 CONTRACT TERM: The IDIQ contracts will be for a two-year base period contract with three (3) one-year options. The IDIQ contract will be effective from the date of award through the end of the base period and any options exercised. All task orders must be issued within the outlined base period or option years, and the period of performance for the task order can extend beyond the end date of the last option year exercised. Under no circumstances will a task order be issued outside the base period or the exercised option years.

B.5 OPTION TO EXTEND THE TERM OF THE CONTRACT:

The DCC may extend the term of the base period contract for a period of one (1) year per option, up to three (3) times or a fraction thereof by written notice to the Offeror before the expiration of the base period contract; provided that the DCC shall give the Offeror a preliminary written notice of its intent to extend at least thirty (30) calendar days before the base period contract or option year period expires. The preliminary notice does not commit the DCC to an extension. The exercise of all three (3) one-year options is subject to the availability of funds at the time the option is to be exercised.

The total duration of this contract including the exercise of any options under this clause shall not exceed five (5) years from the date of award.

B.6 IDIQ MINIMUM AND MAXIMUM AMOUNTS:

Each IDIQ holder is entitled to a minimum guarantee of \$25,000.00 over the five (5) year contract duration (two-year base period + three one-year options). Note that invoicing of the minimum guarantee should be withheld until the expiration of the base period and the option years exercised.

The maximum order limit anticipated is \$3 Million per firm, per contract year. The maximum amount (capacity) of each individual IDIQ awarded is anticipated to be \$15 Million for all task orders awarded through the total five (5) years (two-year base period + three one-year options) of the contract term, however, the DCC reserves the right to award task orders in excess of the anticipated limit.

B.7 PRICING:

For the purpose of negotiating and awarding a contract, which establishes the basic terms and conditions of the IDIQ Task Order Contract prices, the offeror shall provide the following (See Attachment J.10 and J.16 for OIR Task Order):

- a) A list of all disciplines which may be utilized in the performance of the AEP services described in Section C, and their current **unburdened** hourly labor rates; Attachment J.10 and J.16 Offeror's labor rate Pricing Schedule has a list of the anticipated labor categories. However, the offeror has the right to propose additional labor categories that may be necessary to meet the SOW in Section C.

- b) Proposed Overhead
- c) Proposed Fee (profit)
- d) Labor rate Escalation rate
- e) Offeror's unit pricing for document reproduction, delivery and travel expenses. Note: travel expenses shall not exceed that of current GSA Travel Regulations and Rates.

B.7.1 Pricing Breakdown:

Offeror's pricing shall include the typical expenses anticipated, and the professional services necessary to perform the services anticipated in the individual task orders of the IDIQ contract. Professional services at a minimum shall include the services outlined in Section C of this document. The AEP Firm is requested to provide a breakdown of pricing to include the levels based on years of experience or certifications within individual disciplines, i.e. (registered mechanical engineer, registered architect, registered electrical engineer etc.) and expenses, e.g. travel, and subcontractor pricing. This method of breakdown would be applicable to each discipline and subcontractor. Additional instructions are provided in Section L of this document.

B.8 AWARD: Selection of the A/E IDIQ firms will be based on the technical qualifications, competency, qualifications, experience and best value for the DCC. The Short-listed firms will be requested to submit their Best and Final Offer (BAFO) labor rates and may be invited for an interview to present their qualifications, experience and pricing structure to help finalize the selection of the two (2) offerors that will be awarded the IDIQ contracts. See section L.1 for additional information.

B.9 OFFEROR REQUIREMENTS: The DCC will consider only those firms who are able to demonstrate compliance with the following minimum qualifications requirement(s):

B.9.1 Experience: Firms shall have experience with the IDIQ contract process at the time of proposal submission. Firms shall have judicial/court building experience in providing professional architectural and engineering services for a variety of infrastructure projects at the federal, state, county or local levels within the last ten (10) years for all stages of a project from planning through closeout, including design and construction. (Relevant experience will also be evaluated).

B.9.2 Capacity: Firms shall have the capacity to deliver the required services for multiple concurrent task orders (TO) issued. Firms shall have both architectural and engineering professional staff in-house or through teaming agreement (at least 25 professionals) licensed in the jurisdictions of the District of Columbia, Maryland, or Virginia, who have demonstrated experience performing architectural and engineering services for all stages of a project from planning through closeout, including design and construction administration.

B.9.3 Teaming Partners: Offeror may team up with consultants to provide specialty services that may be needed but are not available in-house.

B.10 PRE PROPOSAL BRIEFING

The Pre-Proposal Briefing (On-site Meeting) will be held on **February 13, 2020 at 1:00 PM** at:

District of Columbia Courts
Capital Projects and Facilities Management Division
701 7th Street, N.W., Suite 617
Washington, D.C. 20001

Offerors shall provide the following information no later than February 12, 2020 :

- a) Full name of attendee
- b) Name of the Company affiliated with

B.11 PROPOSAL DUE DATE:

Sealed Proposals in **original and 4 copies** are due at the place specified in Section L on **March 16th, 2020 by 3:00 p.m. Eastern Time**. Late proposals will not be accepted.

Contractors will not be reimbursed for any expenses incurred for the development and submittal of this proposal. The DCC will not return any submitted proposals to the contractors. All proposals shall become property of the DCC.

END OF SECTION B

SECTION C – STATEMENT OF WORK

C.1 PURPOSE:

District of Columbia Courts (DCC) is requesting Proposals from Architectural Engineering and Planning firms to provide full service Architectural Engineering and Planning (AEP) Design Services to support the Capital Projects and Facilities Management Division (CPFMD). This is an IDIQ contract and the Task Orders (TO) under this contract will be issued as firm-fixed-price (FFP) contracts for the AEP services, except the services described in section B.2.2 which will be based on T&M billing. Each individual Task Order scope of work (SOW) will delineate its SOW, schedule and deliverables.

C.2 BACKGROUND

C.2.1 The DCC is comprised of the DC Court of Appeals, the DC Superior Court and the DC Court System. The CPFMD is part of the DC Court System providing shared services to the DC Court of Appeals and the DC Superior Court. The DC Courts currently maintain 1.2 million gross square feet (GSF) of space within five (5) Courts-owned buildings in Judiciary Square and the grounds. The annual Capital Budget for CPFMD averages \$60,000,000.00. Courts' Judiciary Square campus is comprised of the following five (5) Courts buildings and an underground garage:

- 500 Indiana Avenue N.W. – known as H. Carl Moultrie Courthouse (495,265 occupiable square feet (OSF)/909,400 Building gross square feet (GSF)
- 515 5th St. NW - known as Building A (66,237 OSF/123,900 GSF)
- 510 4th St. NW - known as Building B (68,272 OSF/122,500 GSF)
- 410 E St. NW - known as Building C (28,979 OSF/54,000GSF)
- 430 E St. NW - known as Building D/the Historic Courthouse (58,642 SF OSF/146,550 GSF)
- 449 5th St. NW – known as Southwest Garage (250 parking spaces, 101,200 GSF)

C.2.2 The Superior Court of the District of Columbia and its many supporting functions are housed in the H. Carl Moultrie Courthouse. The eight-story building is the Court's largest facility containing over ninety (90) courtrooms and hearing rooms and is the focus of most court activities. It is located south of Indiana Avenue opposite the DC Court of Appeals and has a full level of parking below ground.

C.2.3 Currently, the DC Courts also house personnel in numerous leased buildings:

- 616 H St. NW - known as the Gallery Place building (46,361 OSF/62,000 GSF).
- Six (six) satellite offices throughout the District of Columbia – known as BARJ (Balanced and Restorative Justice Program) satellite offices (total 49,600 OSF).

- 1110 V St., SE – known as BARJ Southeast Satellite (4,840 OSF)
- 1201-1215 South Capitol St. SW- known as BARJ Southwest Satellite (7,101 OSF)
- 2527 Reed St. NE - known as BARJ Northeast Satellite (20,109 OSF)
- 1724 Kalorama Road, NW - known as BARJ Northwest Satellite (9,494 OSF)
- 920-930 Rhode Island Avenue, NE - known as Status Offender and Behavioral Health Satellite office (shares lease with BARJ Northeast satellite)
- 118 Q St. NE - known as Leaders in Solidarity satellite office (8,063 OSF)
- 1328 Southern Avenue SW - known as Domestic Violence satellite office (2,100 OSF)
- 6217 Columbia Park Road, Cheverly, MD – known as Warehouse facility (24,390 OSF)
- Disaster recovery (DR) site located in Germantown, Maryland. DC Courts lease rack space for IT back-up servers.

C.3 REQUIRED SERVICES

The Offeror shall be responsible for the professional quality, technical accuracy, and coordination including construction documents and services furnished under the scope of work (SOW) to be issued with each Task Order. Offeror shall employ qualified professionals with appropriate registrations and certifications. Unless otherwise noted below, architectural and engineering licenses shall be current in one or more of the jurisdictions of the District of Columbia, Maryland, or Virginia.

The following types of services are anticipated to be required under this IDIQ contract:

- C.3.1 **Architectural Design Services:** Shall include but is not limited to architectural engineering design concept through design construction documents and specifications services, assessments and studies; construction administration services, site inspections, submittal reviews, responses to requests for information and punch list development, code review and analysis, value engineering (VE), life cycle cost analysis, architectural renderings and related services, LEED analyses and quality control.
- C.3.2 **Planning Services:** Shall include but is not limited to real estate analysis, programming, innovative strategies, project communications, building feasibility studies, master planning, evaluations and surveys, and site planning.
- C.3.3 **Interior Design Services:** Shall include but is not limited to site survey, space planning, tenant fit-out, perspective sketches, color renderings, fly through, finish boards, construction documents and specification, FF&E (Furniture,

Fixture, and Equipment) specifications, custom casework design, construction administration and related services for all types of interior spaces including but not limited to Trial Court rooms, judge's chambers, jury rooms, witness rooms, public spaces, conference rooms, and offices in conformance with the 'DC Courts Design Standards' (Attachment, J13).

- C.3.4 **Historic Preservation Services:** Shall include but is not limited to expertise in Fine Art Conservator, Preservation Architecture, Historic Landscape Architecture, and Architectural Materials Conservation.

Each professional should demonstrate prior project work experience in National Register or National Historic Landmark listed buildings and familiarity with the Secretary of the Interior's Standards for Treatment of Historic Properties and Cultural Landscapes, and the American Institute for Conservation of Historic and Artistic Works (AIC) Code of Ethics.

- C.3.5 **Historic Preservation Architect:** Shall include but is not limited to Evaluation of existing buildings or portions of buildings for code compliance and functionality, and the design of sensitive and cost-effective solutions that will allow the continued use of Heritage Assets without adversely impacting their architectural significance. Offeror shall have the ability to prepare accurate and complete measured drawings and conduct archival research and documentation.

- C.3.6 **Historical Landscape Architect:** Shall include but is not limited to Evaluation, assessment and preservation of existing cultural landscapes Must demonstrate experience in: cultural landscape reports, Sustainable Sites Initiative (SITES), site design and construction documentation, and accessibility design.

- C.3.7 **Fine Art Conservator:** Shall include but is not limited to Evaluation and treatment of fine art paintings, sculpture, murals, paper, textiles. Must be a full member of AIC.

- C.3.8 **Civil Engineering Services:** Shall include but is not limited to surveying (topographical and utility), evaluation of site conditions and grading, drainage and site development, geotechnical engineering, maintenance of traffic, vehicular and pedestrian circulation, roadway and pavement engineering, water and waste water treatment, stormwater management, sanitary sewer and storm collection, pumping and storage, forensics engineering, environmental engineering, ground penetrating radar services (GPR), infrastructure assessments & maintenance planning, value engineering, construction documents and specifications and construction administration and related services.

- C.3.9 **Structural Engineering Services:** Shall include but is not limited to new and retrofit structural design, repairs, modification and modernization of existing and historic structures, feasibility and comparative systems studies, seismic studies

and design, design of blast protection, construction documents, value engineering, construction administration and related services.

- C.3.10 **Mechanical Engineering Services:** Shall include but is not limited to performance of building evaluations, surveys, studies, design, calculations and documentation of heating, ventilating and air conditioning systems (HVAC), hydronic piping systems, steam systems, chilled water systems, oil and alternative energy systems, design of facility HVAC management and control systems, creation and editing of specifications, Computational Fluid Dynamics modeling and analysis, energy modeling and analysis, LEED analyses; code reviews, value engineering, life cycle cost analysis, quality control, construction administration and related services.
- C.3.11 **Plumbing Engineering Services:** Shall include but is not limited to performance of building evaluations, surveys, studies, design and documentation of plumbing systems including domestic hot and cold water, sanitary (waste and vent) drainage, storm drainage and stormwater re-use, compressed air and natural gas, specification of plumbing materials and equipment such as domestic water heaters, booster pump systems, sewage ejectors, sump pumps, fixtures, and interceptors; construction administration and related services, LEED analyses, value engineering, life cycle cost analysis, code reviews and quality control.
- C.3.12 **Electrical Engineering Services:** Shall include but is not limited to electrical engineering services for the study, design and construction of: normal and emergency electrical distribution systems (15kV, 277/480V and 120/208V power levels), uninterruptible power supplies, data centers, lighting systems (interior, exterior, and architectural), grounding, lightning protection, power monitoring, control systems, and underground utility infrastructures.
- C.3.13 **Telecommunications engineering Services:** Shall include but is not limited to technical services in the form of electronic system engineering design and technical support for DCC systems which transmit data over co-axial cable, fiber optic cable, or using radio frequencies (including various types of transmitters and receivers). Services shall include studies, construction documents (drawings and specifications) and construction administration services.
- C.3.14 **Acoustical, Audio Visual Engineering Services:** Shall include but is not limited to evaluation of room acoustics, design of sound isolation, environmental noise impact assessments, equipment noise reduction, testing and measurements, modeling and simulations, LEED analyses and audio-visual systems design and documents.
- C.3.15 **Vertical Transportation Services:** Shall include but is not limited to consultation, design, inspection, investigation of vertical transportation systems independently or being employed by companies who provide these

services under contract and do not manufacture, sell, distribute, install, repair or maintain vertical transportation systems.

- C.3.16 **Roofing and Waterproofing Services** shall include but is not limited to visual inspections and conditions surveys, roofing and waterproofing failure investigations, vegetative roof design, roofing and waterproofing design reviews, construction documents and specifications for new construction, repair and replacement, and construction administration and related services.
- C.3.17 **Sustainable Design Services** shall include but is not limited to the following capabilities:
- a. LEED documentation guidance – Experience and capability in documenting LEED credits as needed, review documentation for accuracy and completion.
 - b. Specification and plan review - Review specifications and plans, make recommendations for additions or changes to support the achievement of DCC sustainability and energy goals, credit achievement of LEED Certification, and/or achievement of Guiding Principles requirements.
 - c. Experience with integrating building energy modeling into the design process to help drive scenarios analyses and understand the outputs given, in support of sustainable design.
 - d. Renewable energy feasibility studies and design, including technologies such as photovoltaics, geothermal, solar hot water, wind energy systems and alternative fuel vehicle refueling or charging stations. Identification and evaluation of Energy Conservation Measures (ECMs) in existing buildings.
- C.3.18 **Commissioning Services** - shall include but is not limited to Commissioning of mechanical, electrical, lighting, plumbing, building envelope and elevator systems; shall have experience with systems commissioning planning and process management and hands-on field experience in start-up, testing, and troubleshooting.
- C.3.19 **Fire Protection Services:** shall include but is not limited to the following:
- a. Provide analysis of building construction, occupancy classification, means of egress, fire alarm system, water-based fire extinguishing system(s), non-water-based fire extinguishing system(s) and smoke control system(s).
 - b. Calculations: egress, water supply, smoke control and timed egress, fire modeling and audibility for fire alarm system.
 - c. Design of all fire protection and life safety systems, including, but not limited to: fire alarm system, water-based fire extinguishing system(s), smoke control systems and stair pressurization systems.

- C.3.20 **Industrial Hygienist (IH) and Certified Industrial Hygienist (CIH) Services:** Shall include but is not limited to collect bulk, air or personal samples as required by the sampling method for the material of concern, provide oversight of asbestos and lead removal activities, evaluate sample results, prepare and deliver timely reports on the oversight projects, identify industrial hygiene concerns and recommend solutions.
- C.3.21 **Security Assessment and Design Services:** Shall include but is not limited to vulnerability assessments, feasibility studies, security master planning, resilience planning support (Continuity of Government); Physical Security and Force Protection engineering; industrial security standards and policy development, commissioning, and systems engineering, access control, video surveillance, intrusion detection, intercom, duress communications, security and emergency operations centers, emergency communications systems; instrument controls engineering; data center engineering and efficiency; bulk fuel storage and distribution; infrastructure analysis; population movement and egress modeling.
- C.3.22 **Cost Estimating Services:** Shall include but is not limited to provide pre-design and design stage estimates using estimating software and utilizing specified electronic cost data bases.
- C.3.23 **Geospatial Services:** Shall include but is not limited to provide an Enterprise Geographic Information System (GIS) to distribute facility management information using an ESRI GIS software suite. GIS services may include developing geospatial datasets as a companion to design documents, geospatial data collection, translating land surveys and site plans into geospatial data, developing custom geo-processing tools, and producing map documents to support studies, master planning, and analysis.
- C.3.24 **Building Information Modeling (BIM):** The DCC uses BIM as a project delivery and facility management tool. BIM and BIM-related services will include but is not limited to modeling as part of design and construction activities, developing as-built models, performing laser scanning and transforming the scans into models and developing renderings. BIM deliverables are preferable in Bentley Autodesk Revit software. Refer to CPFMD SOP (Attachment, J14) for additional BIM guidelines.
- C.3.25 **Computer Aided Design (CAD) Services:** The DCC requires CAD deliverables as part of design and construction activities. In addition, other CAD tasks may include completing as-built documentation for existing facilities, updating master drawings with post-construction information, and providing CAD support.
- C.3.26 **Task Order Specific required services:** will be described in the Statement of Work for each individual Task Order. All work shall comply with the applicable codes and regulations.

C.3.27 Internet-based Project Management System: The DCC will administer its AEP services IDIQ contract through an internet-based project management system. The DCC's designated internet-based project management system is PROCORE. The Offeror shall use this medium for the project's submissions, documentation, communication, transmittals, submittals, and storage and management of common documents. The Offeror is solely responsible for furnishing hardware and software required for access to the project management system and for maintaining the internet connectivity required to effectively utilize the system.

C.4 PROFESSIONAL RESPONSIBILITIES:

- a. The Offeror shall provide the professional AEP services consistent with the professional skill and care ordinarily provided by AEP professionals practicing in the District of Columbia under the same or similar circumstances.
- b. Offeror agrees to perform services provided under any Task Order to be in compliance with all applicable national, federal, state, municipal, and DC laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over a project related to such services.
- c. Services provided by offeror under any Task Order shall be reasonably accurate and free from material errors or omissions. Offeror shall promptly correct any known or discovered error, omission, or other defect in the reports or other services provided by offeror without any additional cost or expense to the DCC.
- d. Offeror shall designate a representative primarily responsible for the services provided under this IDIQ contract and shall be available for the benefit of all the Task order(s) deliveries and the DCC. The designated representative shall not be changed without prior written approval of the DCC.

C.5 TEAMING PARTNERS and SUB-CONSULTANTS

Offeror's in-house personnel, teaming partners and sub-consultant's personnel shall be qualified and experienced in the type of work they will be performing. The DCC has the right to reject any sub-consultant, but such right shall not relieve the responsibility of the offeror for his work, work of the teaming partners and the work of the Sub-consultants. Offeror expressly assumes such responsibility and liability.

The Offeror shall be responsible for the management of the in-house staff, teaming partners and subconsultants during the performance of their work.

The Offeror agrees to bind every Sub-consultant (and require every Sub-consultant to so bind its sub-consultants) to all provisions of this IDIQ Agreement or any Task Order as they apply to the Sub-consultants' portions of the Services.

C.6 MINORITY AND SMALL BUSSINESS PARTICIPATION

Participation is encouraged but is not mandatory for this contract.

C.7 DESIGN TO BUDGET

This section is applicable when the Services include the provision of Construction Documents. If the final estimated construction cost prepared by the offeror prior to the bid opening or the lowest acceptable bid received exceeds the actual amount applied towards the construction of the Project, (excluding all contingencies, fees, and administrative costs) of the Owner's budget by more than ten percent (10%), the Contracting Officer (CO) may at his/her discretion:

- 1) Direct the offeror to make changes, at no additional expense to the DCC, to the Construction Documents to permit re-bidding of the project within the shortest, reasonable time to reduce the estimated construction cost to a range within 10% of the construction budget provided by the DCC.
- 2) Direct the Offeror to revise the scope or quality, or both, of the construction to reduce the construction cost; in which case the Offeror shall, at his expense, modify the Construction Documents, to reduce the estimated construction cost to a range within 10% of the construction budget provided by the DCC.
- 3) When directed by the CO in writing to make owner-requested changes, the Offeror shall be compensated for the additional work.
- 4) No compensation for extra services shall be paid for the following:
 - a) Corrections of design errors or omissions
 - b) Changes initiated or recommended by the Offeror without the CO's written approval.
 - c) Deviations from the 'DC Courts Design Standards' (Attachment, J13) without approval.
 - d) Revisions necessary for DCRA permit approvals.

C.8 TASK ORDER PROCESS

C.8.1 Task Order Request for Proposal (TRFP):

After developing the Scope of Work for a Task Order (TO), the CO will request a proposal from the two (2) firms that have been awarded the IDIQ contract. Each TO will be negotiated and awarded as Firm-Fixed-Price (FFP) contract.

1. Task Order Request for Proposal – The DCC's Contracting Officer shall transmit the Scope of Work (SOW) and other relevant requirements via a Task Order Request for Proposal (TRFP) to the offerors.
2. Response to Task Order Request for Proposals – Task Order Proposals, in response to

a TRFP, shall be submitted to the CO within Fifteen (15) working days, unless otherwise specified by the CO. Each Task Order Proposal shall consist of a price proposal containing the following information:

- a) A brief description of the proposed services
- b) A listing and qualifications of the proposed sub-consultant(s), if not previously approved by the DCC as the Offeror's IDIQ teaming partner(s). It should include the background information, detailed resumes including name, educational background, expertise, pertinent experience and Professional Licensure in the jurisdiction work is to be performed.
- c) Price Proposal (native excel work sheet), inclusive of the number of hours proposed by the Offeror for in-house staff, teaming partners and sub-consultant's technical personnel and other direct costs (ODC) necessary to complete the Task Order. All price proposals shall be submitted pursuant to the compensation provisions outlined in the IDIQ contract.
- d) A detailed design submission schedule that includes all interim submissions, DCC review periods, and design meetings required. Reference CPFMD SOP (Attachment, J14) for detailed requirements.

C.8.2 Task Order (TO) Negotiations:

The CO has the right to negotiate every task order as considered necessary. Award will be made to the Contractor that offers the best value.

C.8.3 Issuance and Administration of Task Order(s):

1. Issuance of Task Order - Individual Task Order proposals will be evaluated and negotiated based on the SOW provided with the TRFP letter. The DCC is under no obligation to issue Task Orders to the offeror. No compensation shall be provided for any time, efforts, or costs incurred for proposal, estimating, or negotiations. If an agreement cannot be reached, the Court may elect to commence negotiations with the next IDIQ holder firm, until an agreement is reached.
2. After the written Notice to Proceed (NTP) for a Task Order has been issued, the Offeror shall complete the work within the owner-specified schedule limits identified in the TO or the Offeror's design submission schedule in the Task Order proposal, duly reviewed and approved by the CO.
3. Invoicing Fix Price Task Orders - Offeror shall submit invoice to the DCC upon achieving the approved milestone to be reviewed by the COTR. Any discrepancies shall be mediated by, and at the sole discretion of the CO. (See G.1.7)
4. It is the responsibility of the offeror to obtain written authorization to proceed with any change in scope of work prior to commencing the work.

5. Invoicing OIR - Offeror shall submit invoice for the OIR services provided under section B.2.2 after completing the assignment. It shall follow the procedure and provide back-up information as described in Attachment J.11. Invoice shall indicate the original funding, incremental drawdown of labor and ODC for the assignment, and indicate the remaining balance of the funds.

END OF SECTION C

SECTION D - PACKAGING AND MARKING

D.1 Unless otherwise specified, all documents prepared and submitted by the Contractor to the DCC under this contract shall include the following information on the cover page of each document:

- a) Name and business address of the contractor
- b) Contract number
- c) Contract Title
- d) Task Order Number and Description
- e) Point of Contact
- f) Date of transmittal

END OF SECTION D

SECTION E – INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES

- E.1.1 DEFINITIONS: "Services," as used in this clause, includes services performed, furnished or utilized in the performance of services.
- E.1.2 The Offeror shall provide and maintain a quality monitoring system acceptable to the DCC covering the services furnished under this contract. Complete records of all monitoring work performed by the Offeror shall be maintained and made available to the DCC during contract performance and for as long as the contract requires.
- E.1.3 The DCC has the right to inspect all services called for by the contract during the term of the contract. The DCC will perform inspections in a manner that will not unduly delay the work.
- E.1.4 If the DCC performs the inspections on the premises of the Offeror or subcontractor, the Offeror shall furnish, and shall require teaming partners and subcontractors to furnish, at no increase in the contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E.1.5 If any of the services do not conform to the contract requirements, the DCC may require the Offeror 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 CO may:
- (1) Require the Offeror to take necessary action to ensure that future performance conforms to contract requirements; and
 - (2) Reduce the contract price to reflect the reduced value of the services performed.
- E.1.6 If the Offeror fails to promptly perform the services again or take the necessary action to ensure future performance in conformity with the contract requirements, the DCC may - (1) by contract or otherwise, perform the services and charge to the Offeror any cost incurred by the DCC that is directly related to the performance of such service or (2) terminate the contract for default.
- E.1.7 Acceptance of deliverable items shall be by the Contracting Officer's Technical Representative. Acceptance or use of documents developed under this contract shall not in any way relieve the Offeror of responsibility for the design.
- E.1.8 Inspection of any/ all work product shall be conducted by the COTR (or the

authorized designee). Inspection shall consist of an examination of the deliverable for - (1) compliance with the Statement of Work (2) compliance with the approved TO schedule of submissions (3) thoroughness with respect to content (4) quality with respect to generally acceptable professional standards.

- E.1.9 The COTR shall provide Offeror written comments and recommendations on the content and quality of each deliverable.

END OF SECTION E

SECTION F - DELIVERIES AND PERFORMANCE

F.1 DELIVERABLES

- F.1.1 All deliverables shall be as identified in the Task-Order (TO). The Offeror shall furnish office supplies, materials, equipment, and employees required to meet and perform the requirements of the TO.

The Contractor shall provide the DCC's COTR with electronic native file format, electronic pdf format and hard copy of each deliverable as specified in each Task-Order.

F.2 STANDARD OF PERFORMANCE

The DCC will measure the amount and quality of the services required by the contract against the representations made by the Offeror in the written proposal provided during the solicitation process.

Performance Metric	Required Service	Performance Indicator	Monitoring Method
Accuracy/ completeness/ technical proficiency	All work products must be complete, accurate, and conducted with techniques commensurate to the work	Draft and final work products are complete and accurate and were conducted in a technically-competent and appropriate manner.	The COTR review of work products may include external peer review of deliverables. The DCC reserves the right to perform any inspection and audit as deemed necessary to assure that the Contractor's services conform to prescribed requirements of the task order.
Timeliness	All work products - both interim and final - must be completed on schedule for the DCC to use them most effectively.	Contractors' deliverables are provided on schedule as indicated in the contract and all accepted schedules submitted by the Contractor unless modified with COTR concurrence.	The COTR will review deliverables with respect to the schedule/due dates defined in the task order and any updates accepted by the DCC during the contract period.

Performance Metric	Required Service	Performance Indicator	Monitoring Method
Responsiveness	The Contractor shall be responsive to requests for clarifications on submitted work products or to refinements to the work based on changing needs (within the scope of work).	The Contractor is able to provide requested information or make adjustments to work products that provide a benefit(s) to the DCC without undue delays.	The COTR will review the Contractor's ability to adjust task work in response to changing conditions, needs, and unexpected circumstances.
Communication	The Contractor shall proactively keep the DCC apprised of all issues related to the conduct of the task including, but not limited to progress of work, any issues that affect Contractor's ability to meet schedule or budget requirements and unforeseen logistical issues.	The Contractor provides both regular updates on the progress of work under the task order and notifies the COTR of any unanticipated circumstances that affect either the analytics/logistics of the program scope, schedule, or budget.	The COTR will review both regular and ad hoc updates and project-related communication

F.3 KEY PERSONNEL - ROLES AND RESPONSABILITIES

The following positions are designated as key personnel and shall be identified as leaders in the organization chart. It is the Court's view that the expertise of identified key personnel are essential to meeting the Court's objectives:

- a) Principal
- b) IDIQ Manager
- c) Design QC Manager / Subject Matter Expert (SME)
- d) Senior Architect
- e) Senior Civil Engineer
- f) Senior Structural Engineer
- g) Senior Electrical Engineer
- h) Senior Mechanical Engineer
- i) Senior Cost Estimator

F3.1 Changes to Key Personnel

The personnel specified above are deemed key team personnel for success of a typical AEP task order project. Offeror shall notify the CO and the COTR as soon as possible regarding substitutions.

No replacement shall be made by the Offeror without the written consent of the CO.

F3.2 Qualifications for Key Personnel

Resumes provided by the Offeror should include years of experience, summary of experience relevant to the DCC facilities and requirements, education, professional credentials, registrations, certifications and all awards and industry recognition. The key personnel are expected to fulfill the following responsibilities, meet the following minimum qualifications and possess the following credentials:

- A. Principal: Senior executive such as Vice President who will oversee the work at an executive level, and to whom the IDIQ Manager reports directly.
- B. IDIQ Manager: Professional, licensed Architect or Engineer who is responsible for identifying/consolidating the necessary professional team to carry out each individual task order, he /she will be responsible for the management of the A/E professionals (i.e., Architect, Civil, Structural, Mechanical, Electrical Engineer etc.) and the completion of all TOs issued via the IDIQ contract. Minimum Ten (10) years of experience. He/she shall be the designated POC and shall serve as the sole liaison for all TOs issued via the IDIQ contract, all OIR services provided via the IDIQ contract, and all overall IDIQ contract matters.
- C. Design QC Manager / Subject Matter Expert (SME): Licensed professional who is experienced in controlling quality of AEP design delivery. He/she should have overall experience in all building systems and inter-disciplinary coordination of all building utilities, and organization of construction documents. This role may be also fulfilled by a subject matter expert, a senior level manager with specialized technical expertise relevant to the task order SOW. Minimum ten (10) years of experience managing the delivery of quality design for a variety of building types including courthouse and court-related facility renovations and historic restorations.
- D. Senior Architect: Licensed professional who is responsible for performing and delivering the architectural design work. Minimum ten (10) years of experience delivering design for a variety of building types including

courthouse and court-related facility renovations and historic building restorations.

- E. Senior Civil Engineer: Licensed professional engineer who is responsible for delivering the civil design work. Minimum ten (10) years of experience.
- F. Senior Structural Engineer: Licensed professional engineer who is responsible for delivering the civil design work. Minimum ten (10) years of experience in structural design.
- G. Senior Mechanical Engineer: Licensed professional engineer who is responsible for delivering the mechanical design work. Minimum ten (10) years of experience in design of HVAC and plumbing systems.
- H. Senior Electrical Engineer: Licensed professional engineer who is responsible for delivering the electrical design work. Minimum ten (10) years of experience in design of electrical power and lighting systems.
- I. Senior Cost Estimator: Minimum five (5) years of experience developing comprehensive cost estimates for a variety of building types, including courthouse and court-related facility renovations and historic building restorations valued at over \$5M (five million).

END OF SECTION F

SECTION G -CONTRACT ADMINISTRATION DATA

G.1 Payment/Invoices

- G.1.1 The DCC 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, the vendors (contractor) shall be System for Awards Management (SAM) registered and in IPP prior to the IDIQ contract award. 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, % complete, milestone complete per the deliverables defined in the task order.
- 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 for the Fix Price Task orders, form to be reported with the following elements (for OIR TO see Attachment J.11):

FIX PRICE TO TOTAL EXPENDITURES (Document Number: XXX-X-XX-XXXX-XX)					
Task Order	Description	Approved Budget	Amt. Voucher To Date	Amt. Voucher This Period	Balance of Approved Budget
0001		\$XXXX.XX	\$XXXX.XX	\$XXXX.XX	\$XXXX.XX
0002		\$XXXX.XX	\$XXXX.XX	\$XXXX.XX	\$XXXX.XX
Total		\$XXXX.XX	\$XXXX.XX	\$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.1.8 Upon compliance by the Contractor with all the provisions of this contract, acceptance by The DCC of the work and final report, and a satisfactory accounting by the Contractor of all The DCC-owned property for which the Contractor had custodial responsibility, The DCC shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion

voucher. The DCC will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any un-liquidated balance of advance remaining under this contract.

G.1.9 Cost Reinforcement Task Orders should follow instructions of Attachment J.11.

G.2 Final Invoice

G.2.1 The Contractor shall submit final electronic invoice (s) within thirty (30) days after the COMPLETION of each Task Order. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

G.2.2 The Contractor must contact the COTR in order to obtain a D.C. Courts Release of Claims form. Upon receipt of the form, the Contractor must complete and submit the Release of Claims form as well as provide a copy of the final electronic invoice to the COTR.

G.3 Tax Exempt

G.3.1 The DCC is exempt from taxation pursuant to D.C. Code 47-2005(1).

G.4 Prompt Payment Act

G.4.1 The DCC 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.4 BILLING/PAYMENT

G.4.1 Payment to the Contractor for items delivered and services satisfactorily performed shall be made by the DCC once the Contractor's certified invoice has been accepted by the **COTR**, or in the case of a dispute, subject to final determination by the Contracting Officer.

G.5 AUDITS

G.5.1 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 DCC and a discrepancy of overpayment is found, the DCC

shall be reimbursed for said overpayment within thirty (30) calendar days after written notification.

G.6 CONTRACTING OFFICER (CO) AND CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.6.1 **Contracting Officer.** The DCC's Contracting Officer who has the appropriate contracting authority is the only DCC official authorized to contractually bind the DCC through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Louis W. Parker Administrative Officer
Administrative Services Division District of Columbia Courts
616 H Street, N.W., Suite 616
Washington, D.C. 20001
Telephone: 202-879-2803
Facsimile: 202-879-2835

G.6.2 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:

Mary Ann Satterthwaite
District of Columbia Courts 616 H Street, N.W., Suite 616
Washington, D.C. 20001

G.7 AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER

- G.7.1 The COTR will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in this contract. It is understood and agreed that the COTR shall **not** have authority to make changes in the scope or terms and conditions of the contract.

G.7.2 TECHNICAL DIRECTIONS/RELATIONSHIP WITH THE COURT

- a) Technical Directions are defined to include:
- 1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;

- 2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
 - 3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.
- b) The COTR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:
- 1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
 - 2) 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.
 - 3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as “Contracting Officer’s Technical Representative “with a copy furnished to the Contracting Officer.
 - 4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
 - 5) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The COTR is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the DCC. The COTR may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the Contracting Officer.

- c) In the separately-issued Contracting Officer’s Technical Representative Designation letter, the CO designates an alternate COTR to act in the

absence of the designated COTR, in accordance with the terms of the letter.

- d) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations. The COTR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the CO is authorized to formally resolve such problems. The CO will be responsible for resolving legal issues and interpreting contract terms and conditions. The CO is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the CO. These changes include but are not limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority.
- e) Failure by the Contractor to report to the Contracting Officer, any action by the DCC considered to be a change, within the specified twenty (20) calendar days (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.7.3 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 ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE DCC, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.

END OF SECTION G

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 OTHER CONTRACTORS AND CONSULTANTS

- H.1.1 The Contractor shall not commit or permit any act which will interfere with the performance of work done by any other DCC Contractor or by any DCC employee.
- H.1.2 Contractors or consultants that helped or assisted in the preparation of the RFP documents cannot be part of the resultant proposal or help the winning contractor implement the contract as their consultant.

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 DCC 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 DC COURTS' RESPONSIBILITIES

- H.3.1 The DCC will provide access to the available building site and building documents relevant to the task order assigned to the contractor.

H.4 SECURITY REQUIREMENTS

The DCC is 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 Court clearances for their project team and their subcontractors and obtain permission to work in secure areas. The DCC requirement for Contractor personnel to obtain a badge to have access to the buildings will be notified at the time of the award. The DC Courts will notify the Contractor of all such requirements as soon as practicable. If the procedures to acquire the security change, the Contracting Officer will notify the Contractor of any new requirements as soon as practicable. The Contractor shall satisfy security 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 Officers (CSO's). These secure areas include the Executive office, 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's IDIQ Manager shall be the Contractor's Authorized Representative for technical and administrative performance of all services required hereunder. He shall be the single point of contact through which all Contractor/Court communications, work and technical direction shall flow.

H.6 SUSPENSION OF THE WORK

- (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 that the CO determines appropriate for the convenience of the DCC.
- (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 CO in the administration of this contract, or (2) by the CO'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.

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

- (1) For any costs incurred more than twenty (20) calendar 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 RESERVED

H.8 USE OF PREMISES

- (a) 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.
- (b) 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) All work shall be performed in such manner as to cause minimum interference with or disruption of normal activities and traffic in the building, and minimum noises or disturbances to the occupants.

H.9 ACCESS TO BUILDING

- (a) Contractor will be given access to all buildings where work will be performed.
- (b) Contractor will be given access to buildings only on Monday through Friday 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.10 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.11 LIMITATIONS ON PASS-THROUGH CHARGES

- a) Definitions. Added value, excessive pass-through charge, subcontract, and subcontractor, as used in this provision, are defined in the clause of this solicitation entitled "Limitations on Pass-Through Charges"
- b) General. The offeror's proposal shall exclude excessive pass-through charges.
- c) Performance of work by the Contractor or a subcontractor.
 - 1) The offeror shall identify in its proposal the work to be performed by the offeror, and the work to be performed by each teaming partners and subcontractor, under the contract, task order, or delivery order.
 - 2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal—
 - i. The amount of the offeror's indirect costs and profit/fee applicable to the work to be performed by the subcontractor(s); and
 - ii. A description of the added value provided by the offeror as related to the work to be performed by the subcontractor(s).
 - 3) If any subcontractor proposed under the contract, or delivery order intends to subcontract to a lower-tier subcontractor more than seventy (70) percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal.

- i. The amount of the subcontractor's indirect costs and profit/fee applicable to the work to be performed by the lower-tier subcontractor(s); and
- ii. A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

END OF SECTION H

SECTION I - CONTRACT CLAUSES

I.1 APPLICABILITY OF GENERAL PROVISIONS APPLICABLE TO THE COURTS CONTRACTS

The General Provisions Applicable to DCC Contracts (Attachment J.1) shall be applicable to the contract resulting from this solicitation.

I.2 RESTRICTION ON DISCLOSURE AND USE OF DATA

Offerors who include in their proposals data that they do not want disclosed to the public or used by the DCC except for use in the procurement process shall so state in their proposal. See section L.3 for additional information.

I.3 DISPUTES

Any dispute arising under or out of this contract is subject to the provisions of Chapter 8 of the Procurement Guidelines of the DCC.

I.4 EXAMINATION OF BOOKS AND RECORDS

The Contracting Officer or any of the Contracting Officer's duly authorized representatives shall, until three (3) 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 services furnished under this contract.

I.5 RECORD KEEPING

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

I.6 RESERVED

I.7 PROTEST

I.7.1 Any aggrieved person may protest this solicitation, award or proposed contract award in accordance with Chapter 8 of the Procurement Guidelines of the District of Columbia Courts (Attachment J15). Protest shall be filed in writing, within ten (10) calendar days after the basis of the protest is known (or should have been known), whichever is earlier, with the Contracting Officer at:

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

- I72 A protest shall include the following:
- (a) Name, address and telephone number of the protester;
 - (b) solicitation or contract number;
 - (c) Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;
 - (d) Request for a ruling by the Contracting Officer; and
 - (e) Statement as to the form of relief requested.

I.8 RESERVED

I.9 RIGHTS IN DATA

- I9.1 “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.
- I9.2 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.
- I9.3 All data first produced in the performance of this Contract shall be the sole property of the DCC. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the DCC under this Contract, are works made for hire and are the sole property of the DCC; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor

hereby transfers and assigns to the DCC the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the DCC 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 in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the DCC until such time as the DCC may have released such data to the public.

I.9.4 The Contractor shall indemnify and save and hold harmless the DCC, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.9.5 Nothing contained in this clause shall imply a license to the DCC under any patent or be construed as affecting the scope of any license or other right otherwise granted to the DCC under any patent.

I.10 Cancellation Ceiling

In the event of cancellation of the contract because of non-appropriation for any fiscal year after fiscal year 2020, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

I.11 Debriefing

An unsuccessful offeror may request a debriefing by submitting a written request to the Contracting Officer at the address specified in I.7.1 above within three (3) calendar days from the date of receipt of the notification of award.

I.12 Insurance

I.12.1 General Requirements

All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher. **All insurance shall set forth the District of Columbia Courts as an additional insured. The policies of insurance shall provide for at least thirty (30) calendar day written notice to the District of Columbia Courts prior to their termination or material alteration.** The

Contractor shall require all subcontractors to carry the same insurance required herein.

The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) calendar days prior written notice in the event that the stated limits in the declaration page is reduced via endorsement or the policy is cancelled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) calendar days prior written notice in the event of non-payment of premium.

L12.2 Automobile Liability Insurance

The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall provide a \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

L12.3 Workers' Compensation Insurance

The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

L12.4 Employer's Liability Insurance

The Contractor shall provide employer's liability insurance as follows: \$1 million per accident for injury; \$1 million per employee for disease; and \$1 million for policy disease limit.

L12.5 Professional Liability:

The Architect/Engineer ("AE") shall obtain and maintain from and after the date of the Contract the following insurance: Professional Liability ("PL") Insurance on an occurrence basis to protect the DCC against liability for errors and omissions in design work performed by the AE or any member of the AE's team providing professional architectural and engineering design services. Coverage limits are required as follows (unless otherwise specified by the Procurement Officer):

<u>Project Construction Cost</u>	<u>PL Coverage Required</u>
Under \$10,000,000	\$2,000,000 per occurrence
\$10,000,001 - \$50,000,000	\$5,000,000 per occurrence

- a. The AE shall furnish evidence demonstrating the limits of coverage stated above are available and unencumbered by previous losses on the policy. If during

execution of the contract, the available limits in aggregate fall below 50% the AE shall notify the DCC and take action to restore the limits to the required level.

- b. Deductibles shall be the responsibility of the AE and may not exceed \$25,000 without approval of the DCC.
- c. There shall be no exclusion for environmental claims arising out of the performance of professional services.
- d. Firms performing work under a Joint Venture agreement must furnish evidence in the form of an endorsement by the insurer the Joint Venture is insured under the policy.
- e. If the policy is written on a Claims Made basis, the insurance must be maintained for a period of no less than 10 years after the project is completed, and the retroactive date must be listed as prior to, or on the date the contract is executed. If the policy is to be cancelled, non-renewed or not replaced prior to the 10 years, an Extended Reporting Period (Tail) must be purchased to contemplate the exposures past the cancellation date.

I.12.4 Duration

The Contractor shall carry all required insurance until the contract work is accepted by the DCC and shall carry the required General Liability; and any required Employment Practices Liability Insurance for five (5) years following final acceptance of the work performed under this contract.

I.12.5 Liability

These are the required minimum insurance limits required by the DCC. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS WILL IN NO WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

I.12.6 Measure of Payment

The DCC shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all costs of insurance and bonds in the contract price.

I.12.7 Notification

The Contractor shall immediately provide the Contracting Officer with written notice in the event its insurance has or will be substantially changed, cancelled or not renewed, and provide an updated Certificate of Insurance to the Contracting Officer.

I.12.8 Certificates of Insurance

The Contractor shall submit Certificates of Insurance giving evidence of the required insurance coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Flor de Rivera
Senior Contract Specialist 616 H Street, N.W., Suite 612
Washington, DC 20001
Phone: 202-879-8778
maria.rivera@dcsc.gov

I.12.9 Disclosure of Information

The Contractor agrees that the DCC may disclose the name and contact information of its insurers to any third party which presents a claim against the DCC 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

END OF SECTION I

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS AND APPENDIX

- | | |
|-------------|-------------------------------------------------------------------------------------------------------------------------|
| J.1 | General Provisions Applicable to D.C. Courts Contracts |
| 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 of Drug Free Workplace |
| J.8 | Past Performance Evaluation |
| J.9 | Supplier Information Form DCCSF |
| J.10 | Offeror's Labor Rate Pricing Schedule |
| J.11 | Invoicing Procedure for On-Call Immediate Response (OIR) Services and Reporting |
| J.12 | Proposal Offer Form |
| J.13 | DC Courts Design Standards |
| J.14 | CPFMD Standard Operating Procedures (SOP) |
| J.15 | DC Courts' Procurement guidelines |
| J.16 | Offeror's On-Call Immediate Response (OIR) Service Professional (TO-1) Cost Proposal (Second Tab-Invoice Format) |

END OF SECTION J

REPRESENTATIONS AND INSTRUCTIONS

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS
OF OFFERORS**

K.1 Certification Regarding a Drug-Free Workplace

K.1.1 Definitions. As used in this provision:

K.1.1.1 "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C.) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

K.1.1.2 "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

K.1.1.3 "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

K.1.1.4 "Drug-free workplace" means the site (s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K.1.1.5 "Employee" means an employee of the Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct costs employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

K.1.1.6 "Individual" means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.

K.1.2 By submission of its offer, the Offeror, if other than an individual who is making an offer that equals or exceeds \$25,000.00, certifies and agrees, that with respect to all employees of the Offeror to be employed under a contract resulting from this solicitation, it will - no later than thirty (30) calendar days after contract award (unless a longer period is agreed to in writing), for contracts of thirty (30) calendar days or more performance duration, or as soon as possible for contract of less than thirty (30) calendar days performance

duration, but in any case, by a date prior to when performance is expected to be completed.

- K.1.2.1 Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- K.1.2.2 Establish an ongoing drug-free awareness program to inform such employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- K.1.2.3 Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.1.2.1 of this provision;
- K.1.2.4 Notify such employees in writing in the statement required by subparagraph K.1.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
- K.1.2.5 Notify the Contracting Officer in writing within ten (10) calendar days after receiving notice under subdivision K.1.2.4 (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction;
- K.1.2.6 The notice shall include the position title of the employee; and
- K.1.2.7 Within thirty (30) calendar days after receiving notice under subdivision K.1.2.4
 - (i) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (ii) Take appropriate personnel action against such employee, up to and

including termination; or

- (iii) Require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

K.1.2.8 Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs K.1.2.1 through K.1.2.6 of this provision.

K.1.3 By submission of its offer, the Offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the Offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

K.1.4 Failure of the Offeror to provide the certification required by paragraphs K.1.2 or K.1.3 of this provision, renders the Offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19-602-1(a)(2) (i) and (ii).

K.1.5 In addition to other remedies available to the Government, the certification in paragraphs K.1.2 or K.1.3 of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

K.1.6 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

Print Name of Authorized
Representative

Title

Signature of Authorized
Representative

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS**K.2. ACKNOWLEDGMENT OF AMENDMENTS**

The bidder acknowledges receipt of Addenda to the solicitation and related documents numbered and dated as follows:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

NOTE: Bidder may acknowledge addendum here or on addendum or both.

K.3 OFFICERS NOT TO BENEFIT CERTIFICATION

Each Offeror 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.4 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature on the bid 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 bid;
- 2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid

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 Bidder'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) Has been authorized, in writing, to act as agent for the following principles 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 Bidder'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) (i) 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 Bidder deleted or modifies subparagraph (a) (2) above, the Bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

K.5. TYPE OF BUSINESS ORGANIZATION

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

K.6. PAYMENT IDENTIFICATION NO.

The District of Columbia Courts utilizes an automated contractor database. All firms are

required to submit their Federal Tax Identification Number. Individuals must submit their social security numbers.

Please list below applicable Contractor information:

Federal Tax Identification Number: _____

Or

Social Security Number: ____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: ____

City, State, and Zip Code: ____

Type of Business: ____

Telephone Number: _

**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.**

END OF SECTION K

PART V

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 METHOD OF AWARD

- L.1.1 The DCC reserves the right to accept/reject any/all proposals resulting from this solicitation. The Contracting Officer may reject all proposals or waive any minor formality or irregularity in proposals received whenever it is determined that such action is in the best interest of the DCC.
- L.1.2 The DCC intends to award contracts resulting from this solicitation to the two (2) responsible offerors whose proposals represent the best value after evaluation in accordance with the factors and sub-factors in the solicitation.
- L.1.3 The DCC intends to evaluate proposals and short-list the highest rated proposals. Selection of the AEP services Offerors will be based on the instructions in section L and evaluation criterion listed in section M. The Short-listed Offerors will be requested to submit their Best and Final Offer (BAFO) labor rates and may be invited for an interview to present their qualifications, experience and pricing structure to help finalize the selection of two (2) Offerors for this IDIQ.
- L.1.4 Exchanges with offerors after receipt of a proposal do not constitute a rejection or counter offer by the DCC.
- L.1.5 A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror(s) within the time specified in the proposal shall result in a binding contract(s) without further action by either party.
- L.1.6 If a post-award debriefing is given to the requesting offerors, The DCC shall disclose the following information, if applicable:
 - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (ii) The overall evaluated technical rating of the successful and the debriefed offeror.
 - (iii) A summary of the rationale for award.
 - (iv) Reasonable responses to relevant questions posed by the debriefed offeror.

L.2 INSTRUCTIONS FOR PREPARING PROPOSALS

- L.2.1 Offerors are to submit one (1) signed original and four (4) copies of the proposal

along with an electronic copy. Each proposal shall be properly indexed and include all information requested in the RFP.

L.2.2 The District of Columbia Courts will not accept a facsimile copy of a proposal as an original.

L.2.3 The offeror shall submit his/her proposal in a sealed proposal package conspicuously marked as follows:

Name and Address of the Offeror

Solicitation Number: DCSC-20-RFP- 008

Caption: Multiple Award A/E IDIQ Services Contracts

Solicitation Closing Date: March 16 , 2020

Solicitation Closing Time: 3:00 PM

L.2.4 The original proposal shall govern if there is a variance between the original proposal and the copy submitted by the Offeror. Each Offeror shall return the complete solicitation as its proposal.

L.2.5 The DCC may reject as non-responsive any proposal that fails to conform in any material respect to the solicitation.

L.2.6 The DCC may also reject as non-responsive any proposals submitted on forms not included in or required by the solicitation. Offerors shall make no changes to the requirements set forth in the solicitation.

L.2.7 The offeror must propose prices in accordance with Attachment J. 10 of this solicitation to be considered for this award. Failure to offer on all items in the Attachment J.10 Labor Rate Pricing Schedule will render the offer non-responsive and disqualify a proposal.

L.2.8 **Offers shall be mailed and/or hand delivered to the following address:**

Bids/Proposals shall be **mailed** to the following address:

District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Flor Rivera, Senior Contract Specialist
616 H Street, N.W., Suite 612
Washington, D.C. 20001

Bids/Proposals shall be **hand delivered** to the following address:

District of Columbia Courts
Administrative Services Division

Procurement and Contracts Branch
Attn: Flor Rivera, Contract Specialist
701 7th Street, N.W., Suite 612
Washington, D.C. 20001

L.3. CONFIDENTIALITY OF SUBMITTED INFORMATION

- L.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:

"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.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 make each page containing confidential information or data it wishes to restrict with the following text:

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

- L.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 DCC may, without permission of the offeror, use, without restriction, information contained in this proposal package if it is obtained from another source.

L.4. PROPOSAL SUBMISSION DATE AND TIME, LATE SUBMISSION, MODIFICATIONS, AND WITHDRAWALS

- L.4.1. Offers shall be submitted no later than the date and time specified in the solicitation. Proposals, modifications to proposals, or requests for withdrawal that are received in the designated DCC office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:
- a. The proposal or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of proposals;

- b. The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the DCC after receipt; or
 - c. The proposal is the only proposal received.
- L.4.2. The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.
- L.4.3. A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.
- L.4.4. A late modification of a successful proposal which makes its terms more favorable to the DCC shall be considered at any time it is received and may be accepted.
- L.4.5. A late proposal, late modification or late withdrawal of proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

L.5. QUESTIONS

- L.5.1. Questions concerning this Request for Proposal must be directed in writing no later than February 17, 2020 at 2:00 PM (EST) to:

Flor Rivera, Senior Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 612
Washington, D.C. 20001
Telephone Number: (202) 879-8778
Facsimile Number: (202) 879-2835
Email: maria.rivera@dcsc.gov

Any substantive information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting proposals or if the lack of, it would be

prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.6. RESERVED

L.7. CANCELLATION OF AWARD

- L.7.1. The DCC reserves the right, without liability to the DCC, 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 DCC.

L.8. OFFICIAL PROPOSAL

- L.8.1. Proposals 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.9. CERTIFICATIONS, AFFIDAVITS AND OTHER SUBMISSIONS

- L.9.1. Offerors shall complete and return with their price proposal Page 1 Solicitation, Offer and Award for Supplies and Services; any Amendment(s); Section K; Attachment J.6- Tax Certification Affidavit; and Attachment J. 9- Supplier Information Form DCCSF. All these documents shall be submitted under Volume II – Price Proposal, Tab B.
- L.9.2 No award shall be made unless the Contracting Officer makes confirmation or affirmative determination of responsibility for the potential Contractor. ***THE POTENTIAL CONTRACTOR MUST BE REGISTERED IN SYSTEM FOR AWARD MANAGEMENT (SAM) PRIOR TO AWARD OF CONTRACT. REGISTER AT [WWW.SAM.GOV](http://www.sam.gov).***

L.10. RETENTION OF PROPOSALS

- L.10.1. All proposal documents shall be the property of the DCC and retained by the DCC, 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 DCC except as to the disclosure restrictions contained in Section L.3.

L.11. PUBLIC DISCLOSURE UNDER FOIA

- L.11.1. 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.12. EXAMINATION OF SOLICITATION

- L.12.1. 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.13. ACKNOWLEDGMENT OF AMENDMENTS

- L.13.1. 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 DCC must receive the acknowledgment by the date and time specified for receipt of proposals. Offeror's failure to acknowledge an amendment may result in rejection of the proposal.

L.14. RIGHT TO REJECT PROPOSALS

- L.14.1. The DCC reserves the right to reject, in whole or in part, any and all proposals received as the result of this solicitation.

L.15. PROPOSAL PREPARATION COSTS

- L.15.1. Each Offeror shall bear all costs it incurs in providing responses to this solicitation and for providing any additional information required by the DCC to facilitate the evaluation process. The successful Offeror shall also bear all costs incurred in conjunction with contract development and negotiation.

L.16. OFFEROR'S RESPONSIBILITIES

- L.16.1. Each Offeror may propose services that are provided by others, but any service(s) proposed must meet all the requirements of this RFP.

- L.16.2. 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 Offeror will be considered the sole point of contact with regards to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

L.17. RESERVED

L.18. RESERVED

L.19. SIGNING PROPOSALS AND CERTIFICATIONS

- L.19.1. Each proposal 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 proposal or resulting contract will be mailed to the address shown above on the proposal in the absence of written instructions from the Offeror to the contrary. Any proposal submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any proposal submitted by a corporation must include the signature and title of the person having authority to sign for the corporation. Upon request, an Offeror shall provide to the DCC satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs a proposal, 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 proposal being rejected.

L.20. ERRORS IN PROPOSALS

- L.20.1. Offerors are expected to read and fully understand 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.21. ACCEPTANCE PERIOD

- L.21.1. The Offeror agrees to keep its proposal open for a period of one hundred and twenty (120) calendar days from the date specified for the submission of proposals.

L.22 PROPOSAL INFORMATION AND FORMAT

- L.22.1 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" - 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.22.2 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.23– Price Proposal.**

- L.22.3 PROPOSAL INFORMATION - Volume I - Technical Proposal** shall comprise the following tabs and information:

Tab A	<p>General Information</p> <ol style="list-style-type: none"> 1. Brief history of the Offeror’s company to include type of services offered, size of company and years of experience providing AEP services 2. Name, Address, website address, telephone number, DUNS Number and federal tax identification number of the Offeror 3. 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. 4. If the Offeror is a corporation, partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements. 5. Name, address, email and current phone number of Offeror’s contact person.
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Tab B	<p>Relevant Experience and Past Performance (30 Points)</p> <p>Include Information that demonstrate Offeror’s specialized experience with</p> <ol style="list-style-type: none"> 1) Building planning and design projects for judiciary clients at the federal, state, county or local level. Offerors shall highlight the following: <ol style="list-style-type: none"> i. Judiciary building project experience minimum five (5) projects in last 10 years. (Relevant experience will also be evaluated) ii. Successfully providing similar AEP IDIQ services to other government agencies. Provide a minimum of two (2) IDIQ contract experience examples that the Offeror has been involved in within the last Ten (10) years. 2) Ability and skill set necessary to deliver the AEP services for multiple concurrent task orders that will be issued as a result of this selection. 3) For each past performance example provide a list of contact names, job titles, mailing addresses, phone numbers, e-mail addresses, and a description of the past performance example to include the following, at a minimum: <ul style="list-style-type: none"> • Primary location(s) of work/the facilities, • Owner of the facilities, • Term of performance, • Contract type, i.e., fixed-price, cost reimbursement, etc. • Project budget for past performance example. • Overall schedule for past performance example • LEED requirement for the project • Awards or commendations received related to the past performance example or directly from those clients. <p>The offeror shall submit only the information essential to demonstrate the required experience. Items not specifically related to the RFP and proposal, e.g. brochures, marketing material, etc. will not be considered during the evaluation.</p>
Tab C	<p>Proposed Team Organization and Key Personnel (30 points):</p> <p>The DCC’s expectation is that only personnel with sufficient experience, expertise and ability to meet the RFP requirements be proposed as key personnel. The offeror shall provide the following:</p> <ol style="list-style-type: none"> 1. Provide an organizational chart that identifies roles and responsibilities and reporting relationships (including teaming partners if proposed).

	<ol style="list-style-type: none"> 2. Identify proposed individuals who will be assigned to each role, provide relevant program experience and resume. 3. Identify proposed key personnel who are currently employed by the offeror and the length of time they have been employed with the offeror. 4. Demonstrate that the proposed key personnel have the experience, expertise and ability to perform the services required to meet the DCC's objectives immediately upon NTP without additional training prior to performing services or providing required deliverables. 6. Identify professional registrations, certifications, licenses, etc. held by each proposed AEP team member. 7. Identify what AEP services will be performed by the offeror and what services will be performed by the teaming partners (if any), including the size of supporting staff available by discipline.
Tab D	<p>Task Order Delivery Approach (20 points):</p> <p>The Offeror shall provide the following to establish that the offeror understands the requirements of the Task Order based IDIQ contract to meet the Court's objectives:</p> <ol style="list-style-type: none"> 1. Illustrate how the Offeror proposes to perform the multiple, concurrent task orders to satisfy the scope of work contained herein. 2. Identify any key challenges that the Offeror believes to be inherent with the task orders based IDIQ contract and explain how the Offeror will overcome or mitigate those challenges. 3. The offeror may suggest technical, procedural personnel, innovations that they have used successfully in the past that may benefit the Courts.
Tab E	<p>Past Performance Questionnaire /References (3 references) (10 Points):</p> <p>The DCC intends to evaluate the Offeror's past performance record based on references submitted for relevant and recent work similar in scope and complexity to that identified in this RFP. This evaluation will be an assessment on how well the Offeror has satisfied its customers in the past.</p> <ol style="list-style-type: none"> 1. DCC will take into consideration the customer's satisfaction with cost controls, quality of work, compliance with schedules, responsiveness, ability to manage teaming partners and subconsultants, and overall customer satisfaction. 2. It is the Offeror's responsibility to complete the Offeror section of the Past Performance Questionnaire (see Attachment J-8) and forward it to the reference for completion 3. Past Performance Questionnaires must be submitted directly from the reference to the DCC Contracting Officer

Tab F	Disclosure <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 DCC; 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 DCC. 3. Documentary evidence (e.g. certificates) that the Offeror is authorized to conduct business in the District of Columbia, and the Offeror is current in its tax obligation to the District of Columbia.
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L.22.4 Volume II – Price Proposal shall comprise the following tabs:

Tab A	Price Information – Proposal Offer Form (attachment J.12) Submit the price schedule using format provided in Attachment
Tab B	Price Information TO1 –Submit the price for TO1-OIR services using format provided in Attachment J.16
Tab C	Indirect Price Information – Submit supporting information -See guidance in section L 23.2
Tab D	Contractual Information – all other required and supporting information as specified in section L

L.23 Price Proposal Breakdown Guidance:

L.23.1 A separately bound price proposal must be submitted using the format provided in Attachment J.10 and J.16 of this RFP. The Offeror's price proposal shall become a part of the awarded contract.

L.23.2 The following information shall be used for developing the indirect cost breakdown:

(A) **Salary and Wages** - Direct salaries and wages in accordance with the Offeror's

proposed personnel policies.

- (B) **Fringe Benefits-** the Offerors should propose a rate and explain how the rate was determined. If the latter is used, the narrative should include a detailed breakdown comprised of all items of fringe benefits (e.g., unemployment insurance, workers compensation, health and life insurance, retirement, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries and the annual escalation rate used.
- (C) **Indirect Costs /Overhead** –The Offeror should support the proposed indirect cost rate with sufficient information for The Courts to determine the reasonableness of the rates. (For example, a breakdown of labor bases and overhead pools, the method of determining the rate, a description of all costs in the pools, etc.) If the Offeror or any teaming partner(s) does not have a cognizant Government Audit Agency, audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the Offeror is a newly-formed organization), must be included in the proposal. The profit and loss statements should include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and are supplemented by information on the prime contractor's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed.
- (D) **Communications** - Specific information regarding the type of communication rates at issue (i.e. mail, telephone, cellular phones, internet etc.) must be included in order to allow an assessment of the realism and reasonableness of these types of costs.
- (E) **Teaming Partners** – Information sufficient to determine the reasonableness of the cost of each teaming partner's personnel must be included under the labor category.
- (F) **Fee/Profit:** Any additional factors may be discussed as a basis for fee.
- (G) **Other Direct Costs** - The narrative should provide a breakdown and support for all other direct costs/ rates.

L.24 INTERVIEW/ORAL PRESENTATIONS

Although the DCC may award this contract without discussions, or at its discretion, the DCC may choose to invite short-listed Offerors for oral presentation.

End of Section L

SECTION M - EVALUATION FACTORS

M.1 Evaluation

M.1.1 In order to make an award under this solicitation, the Court's Contracting Officer will determine that the prospective Offeror has the capability and capacity in all respects to perform the contract requirements. To be deemed responsible, a prospective Offeror must establish that it has:

- a. Financial resources adequate to perform the contract, or the ability to obtain them;
- b. Ability and flexibility to provide AEP services for multiple, concurrent task orders, taking into consideration all other existing commercial and governmental business commitments
- c. Judiciary building type experience and a satisfactory record of performance
- d. The necessary organization, experience, accounting and operational control, and technical skills and the ability to provide AEP services for multiple, concurrent task orders
- e. Compliance with the applicable District licensing, tax laws, and regulations;
- f. Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

M.1.2 The DCC reserves the right to request, from a prospective Offeror, additional information necessary to determine the prospective Offeror's qualifications. Information is to be submitted upon the request of the DCC within the time specified in the request.

M.1.3. IDIQ contract will be awarded to the offerors whose offers are the most advantageous to the DCC, based upon the evaluation criteria specified below. While the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of award. Rather, the total score will guide the DCC in making the award decision.

M.1.4 The DCC reserves the right to reject any or all proposals determined to be inadequate or unacceptable. The DCC may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the offeror's best terms from a cost and technical standpoint.

M.2 EVALUATION FOR AWARD

All responses will be evaluated and ranked by the DCC utilizing the Evaluation Criteria under Section M.3

M.3 EVALUATION CRITERIA

The following Technical Evaluation criteria will be used for the evaluation:

PROPOSAL SECTION	EVALUATION CRITERIA	POINTS
A	Experience and Past Performance	30
B	Proposed Team Organization and Key Personnel	30
C	Task Order Delivery Approach	20
D	Past Performance Questionnaire/References	10
E	Price (attachment J.10 and J.16)	10
	Total	100

M.3.1 REASONABLENESS. In evaluating reasonableness, the DCC will determine if the Offeror's proposed prices, in nature and amount, do not exceed those which would be incurred by a prudent **Offeror** in the conduct of competitive business. The assessment of reasonableness will take into account the context of the source selection, including current market conditions and other factors that may impact price

M.3.2 COMPLETENESS. In evaluating completeness, the DCC will determine if the

Offeror provided pricing data in sufficient detail to fully support the offer and permit the DCC to evaluate the proposal thoroughly.

M.4. SOURCE SELECTION

- M.4.1 The Overall selection methodology set forth above will be used by the Contracting Officer and Selection Committee as a guide in determining the best technically qualified Offerors.
- M.4.2 The Court's Selection Committee will review the statements of qualifications and recommend the offerors to be on the short-list. The Committee is not limited in the number of firms that can be shortlisted for "interviews".
- M.4.3 The interviews usually involve discussions about the offeror's qualifications and experience in providing AEP IDIQ services.
- M4.5 The interviews will be held at the Court's office. Occasionally, and in special circumstances, phone interviews may be conducted. The interviews will be brief, usually lasting only 30 to 60 minutes.
- M.4.6 Following the interviews, the Selection Committee will recommend, in order of preference, the offerors that considered to be the most highly qualified to perform the services. The CO will review the recommendations and make the final selections of the two (2) offerors.

M.5 EVALUATION OF PRICE

Price will be evaluated for reasonableness based on standard commercial practices and of allowable indirect cost (overhead) rate structure.

End of Section M