

**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: June 12, 2020
OPENING DATE: July 13, 2020
OPENING TIME: 2:00PM

SOLICITATION NUMBER: DCSC-20 -RFP-97
CPFMD REFERENCE NUMBER: 0007-00-100;101;200;350-4

OFFER/BID FOR: DC Courts Quality Assurance Services

MARKET TYPE: Open Market
Procurement

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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.	
OFFEROR Name: Street: City, State: Zip Code: Area Code & Telephone Number:	Name and title of Person Authorized to Sign Offer: (Type or Print)
	Signature _____ Date: _____ (Seal)
	Impress Corporate Seal (Secretary) _____ (Attest)

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

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

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

PART I
SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

- B.1** The District of Columbia Courts (the Courts) are seeking a qualified contractor staffed with field subject matter experts in the disciplines of: Construction, Architecture, Structural, Civil Engineering, Fire Protection, Mechanical, Electrical, Plumbing, IT, AV, Security and Interior Finishes, to provide Quality Assurance services to support the Capital Projects and Facilities Management Division (CPFMD).
- B.2** The Courts contemplate the award of a Firm-Fixed-Price contract resulting from this solicitation. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in **Section F** in accordance with the performance standards specified in **Section F** based on the Description/Specifications/Work Statement found in **Section C** of this solicitation document.
- B.3** **TERM OF THE CONTRACT:** The term of the contract will be two years (2) from date of award with one three (3) option years. The date of award shall be the date the Contracting Officer signs the contract document.
- B.4** **ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT**
- The Offeror shall submit a price schedule, for a Base Period of two years and for each option years, for the services specified and in accordance with **Section C**, Description/Specifications/Work Statement, of this Request for Proposal (RFP). The Offer shall not exceed six (6) full time employees (FTE's) in responses to this RFP.
- B.5** **OPTION #1 – TEMPORARY MODULAR OFFICE**
- Offer shall include as an option, cost associated with the installation of one prefabricated or mobile unit to serve as potential offices for the Quality Assurance team. The Offeror shall submit a monthly cost for each year (Base Period and for each three option year). Offer shall include:
- (a) One prefabricated or mobile unit no more than 8 to 10 feet wide by 40 feet long. Unit must be certified by the Authority Having Jurisdiction if required.
 - (b) The unit will be situated within the fenced parking lot, north side within the designated space located in the Court parking lot at 515 5th Street.
 - (c) Include all transportation, foundation, utility hookups, installation and finishing costs.
 - (d) All work shall comply with federal, state and local codes, regulation, laws and ordinances.
 - (e) The unit shall come equipped with lighting in the proximity of each workspace. It may be necessary for the Courts to drill holes in the modular buildings for wiring

and additional lighting to accommodate the employees and their workstations. The responder shall identify the limits of the Courts alterations in their proposal.

- (f) The unit shall include CAT6 network drops in each of the individual offices and/or workspaces. WIFI is also acceptable.
- (g) The modular office buildings shall have a restroom and accommodations for easily accessible septic/sanitary sewer disposal.
- (h) All design and engineering expenses necessary to fully complete the project within the proposal. The Offer shall apply and obtain and all applicable Building Permits.

B.6 PRE-PROPOSAL BRIEFING

The Pre-Proposal Briefing (Virtual Meeting) will be held on:

June 18, 2020 at 1:00 PM (Notification where to dial will be issued through a Modification at the Procurement Web Site to be issued at a later date)

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 Close of Business (COB)

June 17, 2020:

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

B.7 PROPOSAL DUE DATE:

1. Electronic proposal files are due at the e-mail address specified in Section L on: July 13th, 2020 by 2:00 p.m. Eastern Time.
2. Bids/Proposals shall be hand delivered (Hard Copies) to be delivered between **11:00 AM- 2 00: PM** 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

- a) Late proposals will not be accepted.
- b) Contractors will not be reimbursed for any expenses incurred for the development and submittal of this proposal.
- c) The Courts will not return any submitted proposals to the contractors.
- d) All proposals shall become property of the Courts.

SECTION C – STATEMENT OF WORK (SOW)

C.1 PURPOSE

C.1.1 The District of Columbia Courts (The DC Courts) are seeking Quality Assurance Support team, staffed with field subject matter experts in the disciplines of: Construction, Architecture, Structural and Civil Engineering, Fire Protection, Mechanical, Electrical, Plumbing, IT, AV, Security and Interior Finishes. The Quality Assurance Support team will ensure the delivery of quality construction projects, conforming to the contract requirements and meeting the DC Courts’ goals and objectives

C.2 BACKGROUND

C.2.1 The DC Courts’ are comprised of the DC Court of Appeals, the DC Superior Court and the DC Court System. The Capital Projects and Facilities Management Division (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 maintain the grounds surrounding those buildings.

C.2.2 The DC Courts’ Judiciary Square campus is comprised of the following buildings:

- | | |
|---|--------|
| • H Carl Moultrie Courthouse – 500 Indiana Ave NW | HCMC |
| • Building A – 515 5 th Street NW | BLDG-A |
| • Building B – 510 4 th Street NW | BLDG-B |
| • Building C – 410 E Street NW | BLDG-C |
| • Historic Courthouse – 430 E Street NW | HC |
| • Southwest Garage – 449 5 th Street NW | SWG |
| • Recorder of Deeds – 515 D Street NW | ROD |
| • Gallery Place – 616 H Street NW | GP |
| • Domestic Violence Intake Center – 2041 MLK Jr. Ave SE | DVIC |

C.3 REQUIRED SERVICES

C.3.1 Task 1- General Services:

1. Quality Assurance Plan. Contractor shall develop a QA plan to facilitate the implementation, monitoring and execution of the Project Quality Assurance Control Plan. The QA Representative shall submit one (1) electronic PDF format and one (1) hard copy of the Quality Assurance plan Forty-Five (45) days after receipt of the Notice to Proceed.
2. The Courts Quality Assurance Representatives are the field marshals and serve as the eyes and ears monitoring the daily construction activities. The QA representatives shall

have an in-depth knowledge of construction practices, workmanship and applicable codes/regulations. The QA representative shall be adept at interpreting drawings and evaluating work progress versus planned (scheduled) progress. The QA representative(s) will also document its observations via daily construction reports /logs.

C.3.2 Task 2- Specific Project Management Services:

1. Contractor shall assist the Construction Manager in reviewing design submissions as they are developed and released for review. If tasked to review, Contractor shall provide detailed comments related to the constructability of the design, and, in later reviews, note any missing or inaccurate documentation that may be cause for a Contractor claim later.
2. Contractor shall participate in pre-bid meetings as requested with potential contractors for the Project.
3. Contractor will review bid questions and provide input as requested by the Construction Manager/COTR.
4. Upon notice to proceed from the Contracting Officer, the Contractor shall participate in the Project Kick-off Meeting with the General Contractor(s).
5. Contractor shall monitor construction activities in accordance with the project schedule and contract documents.
6. Contractor shall participate in weekly Project Progress Meetings.
7. Contractor shall provide, to the Construction Manager (CM)/Contracting Officer Technical Representative (COTR), on a weekly basis, a log of deficient work items for tracking purposes.
8. Contractor shall participate in field visits, as requested, with the Construction Manager/COTR, to discuss installation status and issues.
9. Contractor shall witness all tests and inspections required by the Contract Documents or governmental authorities, and review test and inspection reports sent to the Construction Manager.
10. Contractor shall recommend, in writing, courses of action to the Construction Manager/COTR when requirements of the contract are not being fulfilled and shall recommend to the Construction Manager, in writing, any corrective action when it is necessary to do so.
11. In accordance with the timeline for processing payments under the contract for construction, Contractor shall review and advise the Construction Manager/COTR as to the amounts due the Contractor based on quality and amount of work in place. Contractor's approval recommendations for payment shall constitute a representation to the Construction Manager, based on Contractor's evaluations of the work and on

- the data comprising the Contractor's Application for Payment that to the best of the Contractor's knowledge, information and belief, the work has progressed to the point indicated and the quality of the work is in accordance with the contract documents.
12. Contractor shall monitor and conduct visual observations throughout the course of the construction workday. Contractor shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Construction Manager/COTR of noted defects and deficiencies in the Work.
 13. Contractor shall advise and consult with the Construction Manager/COTR during the performance of its monitoring and inspection services. Contractor shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of the Contractor, since these are solely the Contractor's rights and responsibilities under the Contract Documents. All observations to include safety infractions shall be communicated to the DC Courts'.
 14. Contractor shall assist the Construction Manager in the review of requests for interpretations and requests for information (RFI's) of the meaning and intent of the Drawings and Specifications for the resolution of questions that may arise as required.
 15. Contractor shall assist the Construction Manager in the review of requests for changes, assist in negotiating Contractor's proposals and submit recommendations to the Construction Manager as required.
 16. Contractor shall assist the Construction Manager in the review, evaluation, negotiation, and documentation of claims as required.
 17. Contractor shall review the following approved documents for QA and construction monitoring purposes: Shop Drawings, Product Data, Samples and other submittals after approval.
 18. Contractor shall review all submittals associated with Design Build Project as requested by the Construction Manager for acceptance on the Courts behalf.
 19. The Contractor shall issue daily reports of the Contractor's work to include but not limited to: construction progress, location of work, weather impacts, number of workers, identification of equipment, problems encountered, test and inspections, and other similar relevant data as the contract may require.
 - A. Daily Progress Reporting & Photos – Detailed daily inspection reports/logs /photos are prepared and uploaded daily using Procore module for the

respective project. The intent of the daily logs is to provide a snap-shot of the day's construction activities (any issues/concerns of non-conformance, weather, visitors, number of contractor personnel, etc.).

B. Document Management/ Dissemination - The daily documentation and any imminent concerns and/or non-conforming installations are reported up to the Project CM. The Project CM is responsible for coordinating and/or formally notifying the appropriate stakeholders (i.e. the GC, COTR, AOR, PgM, etc.).

20. Contractor shall observe the Contractor's final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require and report any failures or malfunctions.

21. Contractor shall conduct inspections for the development of the punch list and to determine whether the Work or designated portion thereof is substantially complete.

22. Contractor shall support the CM with coordinating and overseeing building utility outages.

23. Contractor shall submit their monthly invoices to the COTR for review and approval.

24. Contractor shall coordinate their weekly and any off-hour support with the Construction Manager/COTR. On-site work is limited for most General Contractors from 6:00PM to 6:00AM (Monday-Friday) and weekend hours are typically from 7:00AM to 7:00PM. The C Street Addition work hours are 6:00 AM to 6:00 PM. Any work requiring system outages may occur after court operating hours Sunday through Saturday.

25. Contractors reports shall be generated using Owner selected web-based project management software.

A. Daily Construction Reports: Prepare daily construction reports recording at a minimum the following information concerning events at project site daily:

- Specific account of field activities.
- List of subcontractors at Project site.
- Approximate count of personnel at Project site.
- Equipment at Project site.
- Material deliveries.
- High and low temperatures and general weather conditions, including presence of rain or snow.
- Testing and inspection.
- Accidents.
- Meetings and significant decisions.
- Unusual events.
- Stoppages, delays, shortages, and losses.

SECTION D - PACKAGING AND MARKING

THIS SECTION IS RESERVED AND NOT APPLICABLE TO THIS SOLICITATION

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES

- E.1.1 **DEFINITIONS:** "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- E.1.2 The Contractor shall provide and maintain an inspection system acceptable to the District of Columbia Courts covering the services furnished under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Courts during contract performance and for as long as the contract requires.
- E.1.3 The Courts have the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Courts shall perform inspections and test in a manner that will not unduly delay the work.
- E.1.4 If the Courts perform inspections or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require 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 and timing of deliverables, the Courts may require the Contractor to perform the services again in conformity with the contract requirements, at no increase in the contract amount. When the defects in services cannot be corrected by performance, the Courts may:
- (1) Require the Contractor 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.1.7 If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity with the contract requirements, the Courts may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Courts that is directly related to the performance of such service or (2) terminate the contract for default.
- E.2 Services will be accepted by the COTR.

[END OF SECTION E]

SECTION F - DELIVERIES AND PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract will be two years (2) from date of award with one three (3) option years. The date of award shall be the date the Contracting Officer signs the contract document.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

The Courts may extend the term of this contract for a period of one (3) three year option periods, or a fraction thereof by written notice to the Contractor before the expiration of the contract; provided that the Courts shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) calendar days before the contract expires. The preliminary notice does not commit the Courts to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) calendar day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.1 The prices for the option periods shall be as specified in the contract.

F.2.2 The total duration of this contract including the exercise of any options under this clause shall not exceed five (5) years.

F.3 DELIVERABLES

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

B. The Contractor shall provide the services detailed in Section C. The list of deliverables identified throughout Section C is not meant to be prescriptive, but it identifies deliverables that should provide a baseline for the Courts to plan future capital and maintenance investment requirement Goals.

C. The Contractor shall provide the Courts' COTR with two (2) bound hard copies and two (2) copies of the native electronic files and PDF report including color photographs and associated attachments of each deliverable listed in section C.

F.4 KEY PERSONNEL - ROLES AND RESPONSABILITIES

While the DC Courts' seek a Quality Assurance Support team, staffed with field subject matter experts in the disciplines of: Construction, Architecture, Structural, Civil

Engineering, Fire Protection, Mechanical, Electrical, Plumbing, IT, AV, Security and Interior Finishes. The key personnel team required is for (1) Project Manager/Quality Assurance Superintendent (2) General Architectural Inspector (3) Electrical Inspector and a Mechanical Inspector. The expertise of the identified key personnel is essential to meeting the Court's Objectives. A request to changes key personnel are to be formally submitted to and approved by the COTR in advance. The following positions are designated as Key Personnel:

F.4.1 Project Manager/Quality Assurance Superintendent (QAS)

Description

The Quality Assurance Superintendent; QAS is lead quality assurance representative designated as the key on-site representative of the Quality Assurance team. The QAS is responsible for ensuring the delivery of the day-to-day quality management and inspection oversight services under the contract. The QAS manages the Quality Assurance team and is the primary day-to-day point of contact with the Construction Management (CM) team. The QAS will lead the team in recommending approvals or rejections of materials and workmanship as appropriate; monitor labor and safety requirements (assist in reviewing payrolls, perform labor standard interviews to determine that labor force is being paid prescribed wage rates; notify the general contractor and the DC Courts' team orally and in writing when unsafe working conditions are observed); complete written inspection reports for every inspection; process field reports through the CM ; maintain inspection logs and records of defects and/or omissions; and similar activities.

- Monitors and inspect day-to-day construction activities.
- Interpret construction documents, codes and technical submissions to verify conformance with contract and regulatory requirements.
- Verify conformance of materials and equipment with approved shop drawings/submittals.
- Able to coordinate construction activities with security and building operations departments.
- Assist the CM in the documentation and resolution of field issues.
- Maintain awareness of clarifications and changes affecting work in progress
- Able to oversee specialized testing and inspections.
- Prepare daily observation/inspection reports and maintain accurate records of tests and inspections.
- Monitor work performance and document variations from established schedules.
- Assist in the evaluation of change order proposals.
- Assist in the evaluation of contractor payment requisitions.
- Monitor contractor work practices for conformance with site safety requirements.

Qualifications

- Ten (10) years building construction experience with emphasis on Quality

Assurance with oversight of complex, multi-phased construction projects.

- Degree or coursework in civil/structural/architectural engineering is preferred.
- Certified Construction Quality Manager for Contractors (CQM-C) preferred.
- Thorough understanding of applicable national and local building codes expected.
- Adept with reading and understanding all divisions of construction documents.
- Experience with the following types of projects is desired: courthouse, historic structures and occupied facilities while being modernized.
- Experience monitoring contractor work practices and enforcing site safety provisions.
- Ability to communicate effectively with clients, building personnel, contractors and consultants.
- OSHA 30-Hour Training is required
- Basic computer skills using Microsoft Word, Excel, and Outlook.

Essential Functions

Intermittent sitting, walking, standing, bending, squatting, climbing, kneeling, twisting, and lifting. Lifting requirements limited to 20 lbs. in the form of supplies, drawings, etc. Longest distance carried of 50 feet. Hand manipulation is required for simple grasping, pushing and pulling, and fine manipulation. Right and/or left hands utilized. Occasional need to reach and/or work above the shoulder, for supplies, as well as below the shoulder for same. No foot controls necessary. Must be alert to equipment in the field, there will be occasional travel, will work near or at construction job site equipment when in the field, occasional need to work near hazardous equipment and machinery, occasional need to walk on uneven ground, exposure to dust, gas or fumes, exposure to noise, extremes in temperature or humidity, and potential work at heights.

F.4.2 Quality Assurance Inspector- General Architectural

Description

Inspectors shall be responsible for monitoring the Contractor's work and progress in accordance with the Contract Documents. Inspectors shall assist the Construction Management (CM) team in the performance of the daily construction monitoring as well as perform the following functions: Monitor and document construction activity, equipment and manpower.

- Interpret construction documents, codes and technical submissions to verify conformance with contract and regulatory requirements.
- Verify conformance of materials and equipment with approved shop drawings/submittals.
- Able to coordinate construction interfaces with security and building operations daily.
- Assist the CM in the documentation and resolution of field issues.
- Maintain awareness of clarifications and changes affecting work in progress

- Able to coordinate and oversee specialized testing and inspections.
- Prepare daily construction reports and maintain accurate records of tests and inspections.
- Monitor work performance and document variations from established schedules.
- Assist in the evaluation of change order proposals.
- Evaluate contractor payment requisitions.
- Monitor contractor work practices for conformance with site safety requirements.

Qualifications

- Ten (10) years building construction experience with emphasis on Quality Assurance with oversight responsibility for buildings, civil, structural and architectural
- Degree or course work in architectural, civil/structural engineering or construction management is preferred.
- Certified Construction Quality Manager for Contractors (CQM-C) preferred.
- Supervisory and/or journeyman experience in the construction trades will be considered.
- Adept with reading and understanding all divisions of construction documents.
- Experience with courthouse and historic structures and occupied modernization projects are desirable.
- Experience monitoring scaffold installations and enforcing safety best practices
- Ability to communicate effectively with clients, building personnel, contractors and consultants.
- Basic computer skills using Microsoft Word, Excel, and Outlook.

Essential Functions:

Intermittent sitting, walking, standing, bending, squatting, climbing, kneeling, twisting, and lifting. Lifting requirements limited to 20 lbs. in the form of supplies, drawings, etc. Longest distance carried of 50 feet. Hand manipulation is required for simple grasping, pushing and pulling, and fine manipulation. Right and/or left hands utilized. Occasional need to reach and/or work above the shoulder, for supplies, as well as below the shoulder for same. No foot controls necessary. Must be alert to equipment in the field, there will be occasional travel, will work near construction job site equipment when in the field, occasional need to work near hazardous equipment and machinery, occasional need to walk on uneven ground, exposure to dust, gas or fumes, exposure to noise, extremes in temperature or humidity, and potential work at heights.

F.4.3 Quality Assurance Inspector-Electrical

Description

Inspectors shall be responsible for monitoring the Contractor's work and progress in accordance with the Contract Documents. Inspectors shall assist the Construction Management (CM) team in the performance of the daily construction monitoring as well as perform the following functions: Monitor and document construction activity, equipment and manpower.

- Adept with reading and interpreting construction documents, codes and technical submissions to verify conformance with contract and regulatory requirements.
- Verify conformance of materials and equipment with approved shop drawings/submittals.
- Able to coordinate construction interfaces with security and building operations daily.
- Assist the CM in the documentation and resolution of field issues.
- Maintain awareness of clarifications and changes affecting work in progress
- Able to coordinate and oversee specialized testing and inspections.
- Prepare daily construction reports and maintain accurate records of tests and inspections.
- Monitor work performance and document variations from established schedules.
- Assist in the evaluation of change order proposals.
- Assist in the evaluation of contractor payment requisitions.
- Monitor contractor work practices for conformance with site safety requirements.

Qualifications

- Ten (10) years building construction experience with emphasis on Quality Assurance/Quality Control with oversight responsibility for electrical, fire alarm, security, audio-visual and IT work.
- Degree or course work in electrical engineering is preferred.
- Certified Construction Quality Manager for Contractors (CQM-C) preferred.
- Supervisory and/or journeyman experience in the construction trades will be considered.
- Thorough understanding of applicable national and local electrical codes expected.
 - Adept with reading and understanding all divisions of construction documents.
- Adept with reading and understanding single line, riser diagram and electrical construction documents in general.
- Experience with courthouse and historic structures and occupied modernizations are desirable.
- Experience monitoring contractor work practices and enforcing site safety provisions.
- Ability to communicate effectively with clients, building personnel, contractors and consultants.
- OSHA Training is desired

- Basic computer skills using Microsoft Word, Excel, and Outlook.

Essential Functions

Intermittent sitting, walking, standing, bending, squatting, climbing, kneeling, twisting, and lifting. Lifting requirements limited to 20 lbs. in the form of supplies, drawings, etc. Longest distance carried of 50 feet. Hand manipulation is required for simple grasping, pushing and pulling, and fine manipulation. Right and/or left hands utilized. Occasional need to reach and/or work above the shoulder, for supplies, as well as below the shoulder for same. No foot controls necessary. Must be alert to equipment in the field, there will be occasional travel, will work near construction job site equipment when in the field, occasional need to work near hazardous equipment and machinery, occasional need to walk on uneven ground, exposure to dust, gas or fumes, exposure to noise, extremes in temperature or humidity, and potential work at height.

F.4.4 Quality Assurance Inspector-Mechanical

Description

Inspectors shall be responsible for monitoring the Contractor's work and progress in accordance with the Contract Documents. Inspectors shall assist the Construction Management (CM) team in the performance of the daily construction monitoring as well as perform the following functions: Monitor and document construction activity, equipment and manpower.

- Adept with reading and interpreting construction documents, codes and technical submissions to verify conformance with contract and regulatory requirements.
- Verify conformance of materials and equipment with approved shop drawings/submittals.
- Able to coordinate construction interfaces with security and building operations daily.
- Assist the CM in the documentation and resolution of field issues.
- Maintain awareness of clarifications and changes affecting work in progress
- Able to coordinate and oversee specialized testing and inspections.
- Prepare daily construction reports and maintain accurate records of tests and inspections.
- Monitor work performance and document variations from established schedules.
- Assist in the evaluation of change order proposals.
- Assist in the evaluation of contractor payment requisitions.
- Monitor contractor work practices for conformance with site safety requirements.

Qualifications

- Ten (10) years building construction experience with emphasis on Quality Assurance/Quality Control with oversight responsibility for mechanical/HVAC, plumbing systems.
- Degree or coursework in mechanical engineering is preferred.
- Certified Construction Quality Manager for Contractors (CQM-C) preferred.
- Thorough understanding of applicable national and local mechanical codes expected.
- Adept with reading understanding mechanical and plumbing construction documents
- Experience with courthouse and historic structures and occupied modernizations are desirable.
- Experience monitoring contractor work practices and enforcing site safety provisions.
- Ability to communicate effectively with clients, building personnel, contractors and consultants.
- OSHA Training is desired.
- Basic computer skills using Microsoft Word, Excel, and Outlook.

Essential Functions

Intermittent sitting, walking, standing, bending, squatting, climbing, kneeling, twisting, and lifting. Lifting requirements limited to 20 lbs. in the form of supplies, drawings, etc. Longest distance carried of 50 feet. Hand manipulation is required for simple grasping, pushing and pulling, and fine manipulation. Right and/or left hands utilized. Occasional need to reach and/or work above the shoulder, for supplies, as well as below the shoulder for same. No foot controls necessary. Must be alert to equipment in the field, there will be occasional travel, will work near construction job site equipment when in the field, occasional need to work near hazardous equipment and machinery, occasional need to walk on uneven ground, exposure to dust, gas or fumes, exposure to noise, extremes in temperature or humidity, and potential work at heights.

F.5 Changes to Key Personnel

The personnel specified in F.4 above are deemed key team personnel for success of the project. During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless illness, death, or termination of employment necessitates the substitution. Should any of these events occur, the Contractor shall notify the CO and the COTR as soon as possible after the event and meet the requirements specified below regarding substitutions.

After the initial ninety (90) calendar day period, the Contractor may propose substitutions to the key personnel. The Contractor must notify both the CO and the Courts COTR thirty (30) calendar days in advance of proposed substitution and must submit, in writing, a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for proposed substitutes, and any additional information requested by the CO sufficient to permit evaluation of the impact on the contract. The

Contractor shall, prior to making any substitution permanent, demonstrate to the satisfaction of the CO and the COTR that the qualifications of the proposed substitute personnel are equal to or better than the qualifications originally identified for the position. The CO will notify the Contractor within ten (10) calendar days after receipt of all information of the decision on proposed substitutions. No replacement shall be made by the Contractor without the written consent of the CO.

SECTION G -CONTRACT ADMINISTRATION DATA

G.1 Payment/Invoices

- G.1.1 The Courts will make invoice payments under the terms and conditions specified in the contract. The Contractor will be compensated upon completion and acceptance of the work as specified in the contract. Payments shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. The contractor shall be compensated as set forth below.
- G.1.2 Effective June 8, 2018 all invoices and payment request shall be submitted electronically through the U.S. Department of the Treasury's **Invoice Processing Platform** (IPP) System using the "Bill to Agency" of Interior Business Center-FMD. The IPP website address is <https://www.ipp.gov>. In addition, 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 contract, form to be reported with the

following elements

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 Courts of the work and final report, and a satisfactory accounting by the Contractor of all The Courts-owned property for which the Contractor had custodial responsibility, The Courts shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Courts 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.2 Final Invoice

- G.2.1 The Contractor shall submit final electronic invoice (s) within thirty (30) days after the COMPLETION of work of this contract. 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 Court is exempt from taxation pursuant to D.C. Code 47-2005(1).

G.4 Prompt Payment Act

G.4.1 The Court will pay interest (late charge) on each electronically received 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 Courts 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 the payments have been made to the Contractor by the Court and a discrepancy of overpayment is found, the Court 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 Courts Contracting Officer who has the appropriate contracting authority is the only Court official authorized to contractually bind the Court 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 Courts. 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 Courts 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 COURT, 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 CONTRACTORS

- H.1.1 The Contractor shall not commit or permit any act which will interfere with the performance of work done by any other Courts Contractor or by any Courts employee.
- H.1.2 Contractors 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 Contractor.

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 the Court 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 Courts will provide access to the available building site and building documents relevant to the work assigned to the contractor.

H.4 SECURITY REQUIREMENTS

The Courts 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 Courts requirement for Contractor personnel to obtain a badge to have access to the buildings will be notified at the time of the award. The 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 Courts.

- (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 COURT DELAY OF WORK

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

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

(1) For any costs incurred more than twenty (20) calendar days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

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

H.8 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) NOT USED
- (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.

PART II

SECTION I - CONTRACT CLAUSES

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

The General Provisions Applicable to Courts 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 Courts except for use in the procurement process shall so state in their proposal.

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 Courts.

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 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 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. 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:

Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 616

Washington, D.C. 20001

I.7.2 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**

I.9.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.9.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.9.3 All data first produced in the performance of this Contract shall be the sole property of the Courts. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the Courts under this Contract, are works made for hire and are the sole property of the Court; 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 Court the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the Court 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 Court until such time as the Court may have released such data to the public.

- I.9.4 The Contractor shall indemnify and save and hold harmless the Court, 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 Court under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Court 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 reproduction 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.

I.12.2 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.

I.12.3 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.

I.12.4 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.

I.12.5 Professional Liability Insurance at a minimum of \$1,000,000.00.

I.12.6 Duration

The Contractor shall carry all required insurance until the contract work is accepted by the Court 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.12.7 Liability

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

I.12.8 Measure of Payment

The Court 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.12.9 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.12.10 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 Maria de Rivera
Senior Contract Specialist
616 H Street, N.W., Suite 612
Washington, DC 20001
Phone: 202-879-5541
Maria.rivera@dcsc.gov

I.12.11 Disclosure of Information

The Contractor agrees that the Courts may disclose the name and contact information of its insurers to any third party which presents a claim against the Courts for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

PART III

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 Work Place**

- J.8 Supplier Information Form DCCSF**
- J.9 Contractor's Price Schedule**
- J.10 Pricing Breakdown Sheet**
- J.11 Not Applicable**
- J.12 Bio Data Template**
- J10-J. 20 Not Applicable**
- J.21 Past Performance Questionnaire**
- J.22 CPFMD Current Projects**

END OF SECTION J

PART IV
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 CKNOWLEDGMENTS

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 REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 METHOD OF AWARD

- L.1.1. The Courts reserves the right to accept/reject any/all proposals resulting from this solicitation. The Contracting Officer may reject all proposals or waive any minor informality or irregularity in proposals received whenever it is determined that such action is in the best interest of the Courts.
- L.1.2 The Courts intends to award a Firm-Fixed Price contract resulting from this solicitation to the responsible offeror whose proposal represents **the best value** after evaluation in accordance with the factors and sub-factors in the solicitation.
- L.1.3 The Courts reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.
- L.1.4 Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Courts.
- L.1.5 A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- L.1.6 If a post-award debriefing is given to requesting offerors, the Courts 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- 97
Caption: Quality Assurance Services
Solicitation Closing Date: July 13, 2020
Solicitation Closing Time: 2:00PM

- 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 Court may reject as non-responsive any proposal that fails to conform in any material respect to the solicitation.
- L.2.6 The Court 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 **hand delivered between 11:00 AM -2:00 PM** 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

Bids/Proposals shall be **electronically mailed** by 2:00 PM to the following address: maria.rivera@dcsc.gov

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 mark 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 Court 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 Court 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 Court 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 Court 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 June 22, 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: (703) 901-1547
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. NOT USED

L.7. CANCELLATION OF AWARD

L.7.1. The Courts reserves the right, without liability to the Courts, 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 Courts.

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. 8- 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.***

L.10. RETENTION OF PROPOSALS

L.10.1. All proposal documents shall be the property of the Courts and retained by the Court, 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 Court 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 Court 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 Court 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 Court 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 Courts 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:

<p>Tab A</p> <p><u>5 Points</u></p>	<p>General Information</p> <ol style="list-style-type: none"> 1. Brief history of the Offeror’s company and snapshot of how the company’s current size, local organizational structure, capacity to fulfill new contract requirements, and human resource/personnel availability and/or flexibility to relocate may provide a benefit to the Courts. 2. Name, 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. Provide a proposal summary highlighting key elements and distinguishing features/points of the proposal.
<p>Tab B</p> <p><u>35 Points</u></p>	<p>Quality Assurance Inspector Experience/Past Performance</p> <p>A) Firm Quality Assurance Inspector Experience The Courts desires to develop a beneficial partnership with a firm with the experience, ability and skill set necessary to provide Quality Assurance services that as set forth in the RFP. Offerors will be evaluated based on the following demonstrated experience :</p> <ul style="list-style-type: none"> • Successfully formulating a Quality Assurance team for other agencies that achieved similar objectives as detailed in the RFP. • Successfully operating within an integrated team environment in which the owner, PgM, CM and Quality Assurance firm worked as one team to accomplish mutual objectives. • Successfully monitoring programs or projects, or facility operations acting as the owner’s quality assurance representative on a continuous day-to-day on-site basis monitoring construction

	<p>activity.</p> <ul style="list-style-type: none">• Successful implementation of an effective quality control system.• Usage of web-based project management software to facilitate administering a quality assurance plan, highlighting at a minimum the Inspection, Observation, Deficiencies, Punch List and Daily Report modules.• Ability to assemble and analyze project data to support arguments key to supporting project related decisions or assisting in solving project related problems and expressing those arguments, in writing and presentation format, clearly and persuasively. Provide examples of work products, if desired. <p>The intent of the RFP is to encourage responses that clearly communicate the offeror's understanding of the requirements detailed in the RFP and the offeror's approach to successfully support the Courts team to meet the objectives identified in the RFP. The offeror shall submit only the information essential to demonstrate the required experience defined above and for the Courts to understand and evaluate the proposal. Items not specifically, and explicitly related to the RFP and proposal, e.g. brochures, marketing material, etc. will not be considered during the evaluation.</p> <p>b) Past Performance</p> <p>An offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance.</p> <ol style="list-style-type: none">1. Provide a minimum of two (2) and maximum of 5 (5) Quality Assurance Inspection Services past performance examples the offeror has been involved in within the last five (5) years.2. 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.Overall program budget for past performance example<ul style="list-style-type: none">• Type and scale of projects solicited, awarded and completed under the past performance example,• Summary of offeror's role in the program,• Skills/expertise the offeror provided that resulted in program success,• Detail of how extraordinary problems, issues or challenges were
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	<p>overcome to achieve success, and the offeror’s description of what the success achieved was,</p> <ul style="list-style-type: none"> • Awards or commendations received related to the past performance example or directly from those clients • Identification of personnel involved in the past performance examples who are proposed as one of the key personnel in response to this RFP. <p>Past performance examples and information provided will be used for both responsibility determinations and as an evaluation factor against which Offeror’s relative ranking will be compared in accordance with the evaluation criteria set forth in Section M. The Courts will focus only on information that demonstrates quality of performance relative to the similarity of scope, magnitude and complexity to that detailed in the RFP.</p>
<p>Tab C</p> <p><u>25 Points</u></p>	<p>Proposed QA Inspection Team Organizational Chart/Key Personnel:</p> <p>The Courts 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. 2. Identify proposed individuals who will be assigned to each role, provide relevant quality assurance experience, CV’s and Biodata, and specify the length of time the offeror anticipates each individual will be dedicated to the contract. 3. Identify proposed key personnel who are currently employed by the offeror and the length of time they have been employed by the offeror. 4. Identify proposed key personnel who will be employed by the offeror after award of the contract. 5. Demonstrate that the proposed key personnel have the experience, expertise and ability to perform the services required to meet the Courts’ objectives immediately upon NTP without additional training prior to performing services or providing required deliverables. 6. Identify any proposed key personnel who have worked together as part of a team on past performance examples or another contract to fulfill similar contract requirements. Also identify how them continuing to work together as team member will benefit the Courts. 7. Identify any key challenges that the offeror believes to be inherent to meet the RFP requirements and the Courts’ objectives and explain how the offeror will overcome or mitigate those challenges.
<p>Tab D</p>	<p>Quality AssurancePlan/ Staffing Plan</p> <p>The offeror shall provide the following to establish that the offeror understands the RFP requirements and the Court’s objectives and demonstrate that the</p>

<p>20 Points</p>	<p>offeror has the ability to satisfy the requirements to partner with the Courts to achieve the objectives:</p> <ol style="list-style-type: none"> 1. An initial QA Plan that meets the requirements detailed in Section C.3.2. including work samples that may be used by the offeror to satisfy the RFP requirements. QA Plan shall include the usage of web-based project management software for administering the quality assurance plan, highlighting the Inspection, Observation, Deficiencies, Punch List and Daily Report modules. 2. A Staffing Plan aligned with the QA Plan to illustrate how the Contractor proposes to implement a Quality Assurance program that will meet the requirements detailed in the RFP. Contractor shall reference the Courts planned projects schedule as identified in attachment J.22 for developing the staffing plan. In addition, On-site work is limited for the General Contractor within the existing building to normal business working hours of 5:00PM to 7:00PM. Off-hour support is from 6:00PM to 6:00AM (Monday-Friday) and weekend hours are typically from 7:00AM to 7:00PM. 3. Other items as the offeror deems necessary to constitute a full proposal package that demonstrates how the offeror will successfully formulate and implement a quality assurance program with the intent to meet the Courts objectives.
<p>Tab E</p> <p>15 Points</p>	<p>Proposal & Disclosure</p> <ol style="list-style-type: none"> 1. Disclosure details of any legal action or litigation past or pending against the Offeror. 2. A statement that the Offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the Offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts. <p>Documentary evidence (e.g. certificates) that the Offeror is authorized to conduct business in the District, and the Offeror is current in its tax obligation to the District of Columbia.</p>

L.22.4 Volume II – Price Proposal shall comprise the following tabs:

Tab A	Price Information –Submit the price using format provided in section B. Price Schedule (See also, clause L.23.3)
Tab B	Contractual Information – all other required information as specified in Clause L.10

L.23 PROPOSAL INFORMATION AND FORMAT

L.23.3.1 A separately bound price proposal must be submitted using the format provided in **Section B** of this RFP. The price furnished by the offeror shall be detailed/itemized for the services set forth in **Section C** on Attachment K. The offeror's price proposal shall become a part of the awarded contract. The offeror's price proposal shall include all costs for the required services.

L.23.3.2 The offerors must submit a summary budget for the contract period as well as the option period. The summary budget must reflect summary cost information for each of the major budget categories for each of the contract periods separately and then offer the program total for the entire contract, item for item in the last column of the spread sheet.

L.23.3.3 The offerors must also submit a detailed version of its summary budget for the contract period. The detailed budget must reflect every estimated cost item, broken out. The detailed budget must reflect these individual cost items for each of the contract years and then offer the program total for the entire contract, item for item in the last column of the spread sheet. To facilitate efficient and practical review of budget details, the sheets and detailed breakdowns should be formatted to where they can be printed practically without requiring manipulation to the format fields.

L.23.3.4 The offerors must submit a detailed budget narrative that supports item for item the cost estimates proposed in its detailed budget. The budget narrative should describe the nature of individual cost items proposed and include a description of the source of that particular cost estimate (historical experience with the cost item, catalogue price, vendor price quotes, etc.). Narratives for the individual cost items must provide a discussion of any estimated escalation rates where applicable.

L.23.3.5 Additionally, the offerors should structure their proposals so as to provide the best value and greatest assurance of results at the lowest cost. Each offeror's cost proposal for the contact period shall be evaluated in terms of reasonableness and realism to

determine the appropriate cost for the work, the offerors understand of the work, and their ability to perform the work.

L.23.3.6 The following is the minimum information required in the budget and budget narrative:

- (A) **Salary and Wages** - Direct salaries and wages should be proposed in accordance with the offeror's proposed personnel policies. Unit costs for each proposed position, key or not, should be expressed in an amount per work day with the corresponding level of effort required for the position (number of work days) and then calculated to a total cost for each cost period where the salary would be applicable. Biographical Data Sheets are required for all long term, short term personnel.
- (B) **Fringe Benefits**- the application 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.
- (C) **Communications** - Specific information regarding the type of communication cost 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.
- (D) **Subcontracts/Consultants** - Information sufficient to determine the reasonableness of the cost of each specific subcontract and consultant expected to be hired must be included. Similar information should be provided for all consultants as is provided under the category for personnel.
- (E) **Other Direct Costs** - The narrative should provide a breakdown and support for all other direct costs.
- (F) **Indirect Costs:** The offeror should support the proposed indirect cost rate with sufficient information for The Court 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 major subcontractor(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.

(G) **Fixed Fee:** Any additional factors may be discussed as a basis for fee.

L.23.4 ORAL PRESENTATIONS

Although the Court may award this contract without discussions, at its discretion, the Court may choose to invite Offerors determined to be in the competitive range to give a demonstration of their service. Should the Court choose to entertain demonstrations, the offerors determined to be in the competitive range shall be informed of the Court's intention. If demonstrations are requested, the invited presenters shall be asked to provide a one-hour demonstration of their product. The Court shall reserve up to a half hour for questions and answers after each demonstration.

End of Section L

PART VI

SECTION M - EVALUATION FACTORS

M.1 PROSPECTIVE CONTRACTOR'S RESPONSIBILITY

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

- a. Financial resources adequate to perform the contract, or the ability to obtain them;
- b. Ability to comply with the required or proposed delivery or performance schedule, 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 QA 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 Courts 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 Courts within the time specified in the request.

M.1.3. The contract will be awarded to the offeror whose offer is the most advantageous to the Courts, based upon the evaluation criteria specified below. Thus, 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 Courts in making the award decision.

M.1.4 The Courts reserves the right to reject any or all proposals determined to be inadequate or unacceptable. The Courts 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 Court 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	General Information	5
B	Quality Assurance Inspector Experience/Past Performance	35
C	Proposed QA Inspection Team Organizational Chart/Key Personnel:	25
D	Quality Assurance Staffing Plan	20
E	Price (Attachment J.9 &J.10)	15
	Total	100

M.3.1 REASONABLENESS:

In evaluating reasonableness, the Courts will determine if the Offeror’s proposed prices, in nature and amount, do not exceed those which would be incurred by a prudent contractor in the conduct of competitive business. The assessment of reasonableness will take in to 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 Courts will determine if the Offeror provides pricing data in sufficient details to fully support the offer and permit the Courts to evaluate the proposal thoroughly.

M.3.2 SOURCE SELECTION:

- M.3.1 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 Offeror.
- M.3.2 The Courts' 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 short-listed for an 'interview'.
- M.3.3 The interviews usually involve discussions about the Offeror's qualifications and experience in providing QA services.
- M.3.4 If required, the interviews will be held at the Courts' office. Occasionally, and in special circumstances, phone interview may be conducted. The interview will be brief, usually lasting only 30 to 60 minutes.
- M.3.5 Following the interviews, the selection committee will recommend, in order of preference, the offerors considered to be the most qualified to perform the services. The CO will review the recommendations and make the final selection of the Offeror.

M.4 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