

<b>SOLICITATION, OFFER, AND AWARD</b>				DC Courts Commissioning Services				Page of Pages	
								1	53
2. Reference Number <b>0019</b>		3. Solicitation Number <b>DCSC-22-RFP-28</b>		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP)		5. Date Issued 12/14/02022		6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside	
7. Issued By District of Columbia Courts Capital Project Facilities Management Division 700 6 <sup>th</sup> Street, NW (12 <sup>th</sup> Floor) Washington, DC. 20001				8. Address Offer to: District of Columbia Courts Administrative Services Division Procurement and Contracts Branch 700 6 <sup>th</sup> Street, NW (12 <sup>th</sup> Floor) Washington, D.C. 20001 ATTN: Kenneth L Evans Jr					
NOTE: In the sealed bid, solicitations "offer" or "Contractor" means "bid or "bidder."									
<b>SOLICITATION</b>									
9. THE DISTRICT OF COLUMBIA COURTS REQUIRES PERFORMANCE OF THE WORKS DESCRIBED IN THESE DOCUMENTS (Title, date) A <b>Pre-Proposal Teleconference</b> will be held on <b>NA</b> local time.  Offerors shall provide the following information no later than <b>NA</b> , for all participants to (e-mail): <b>Kenneth.Evans@dccsystems.gov</b> a) Full name of the attendee b) Name of the company the attendee is affiliated with c) and email address									
10. The Contracting Officer shall issue the Notice to Proceed no later than <b>90</b> calendar days after contract award.									
11. THE CONTRACTOR MUST FURNISH ANY REQUIRED BID, PERFORMANCE, PAYMENT AND WARRANTY BONDS Bid Bond Yes ___ No ___ <u>NA</u> % of the total amount of their proposal Performance and Payment Bond Yes ___ No ___ <u>NA</u> % Within <u>5</u> Calendar days after receiving the notice to proceed Warranty Bond Yes ___ No ___ <u>NA</u> % Within <u>NA</u> Calendar days after final acceptance									
12. ADDITIONAL SOLICITATION REQUIREMENTS: <ul style="list-style-type: none"> <li>Sealed offers in original and <u>3</u> copies to perform the work required are due at the place specified in Item 8 by <b>January 10, 2023, at 3:00 PM</b> (date).</li> <li>Proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal."</li> <li>A separate electronic copy (<b>USB Drive</b>) of the entire proposal should accompany the package.</li> <li>Sealed envelopes shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.</li> <li>All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.</li> </ul> <b>CAUTION: See Section L for Proposal submission date and time, and late submissions, late modification, withdrawal or modification of proposals and late proposals. All offers are subject to all terms &amp; conditions contained in the solicitation</b>									
13. For Information Contact									
A. Name <b>Kenneth L. Evans Jr</b>			B. Telephone (Area Code) (202) (Number) 879-8776 (Ext)		C. E-mail Address Kenneth.Evans@dccsystems.gov				
14. Table of Contents									
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15. In conjunction with the above, the undersigned agrees, if this offer is accepted within <u>15</u> calendar days from the receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.									
SOLICITATION, OFFER, AND AWARD (Continue d) (Construction, Alteration, or Repair)									
15A. Name and Address of Contractor				15D. Name and Title of Person Authorized to Sign Offer/Contract					
15B. Telephone (Area Code) (Number) (Ext)			<input type="checkbox"/> 15 C. Check if remittance address is different from above – Refer to section G			15E. Signature and Corporate Seal			
All written communications regarding this solicitation should be addressed to the Contract Specialist, Ken Evans, at the mailing address listed on page 1.									

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

**B.1 PROCUREMENT OBJECTIVES:**

The District of Columbia Courts (Courts or DCC) office of Contracting and Procurement, on behalf of Capital Projects and Facilities Management Division (CPFMD) is seeking contractors to provide Commissioning Services.

**B.2 CONTRACT TYPE:**

The Courts contemplate award of a single Indefinite Delivery Indefinite Quantity (IDIQ) contract. The Courts intend to award one (1) IDIQ contract as a result of this solicitation. Task Orders (TO) under the IDIQ contract will be assigned to the IDIQ contract holder (called firms or Offerors or contractors). Each TO will be negotiated and awarded as Firm-Fixed-Price (FFP) contract.

**B.2.1 IDIQ MINIMUM AND MAXIMUM AMOUNTS:**

- A. The IDIQ holder is entitled to a minimum guarantee of \$10,000.00 over the five (5) year contract duration (one-year base period + four one-year options). Note that invoicing of the minimum guarantee should be withheld until the expiration of the base period and the option years exercised.
- B. The maximum amount (capacity) is anticipated to be \$500,000 for all task orders awarded through the total five (5) years (one-year base period + four one-year options) of the contract term, however, the DCC reserves the right to award task orders in excess of the anticipated limit.

**B.3 PRICING:**

A. **Attachment K.1 Offeror’s Pricing Schedules list and Professional Fees.**

B. Pricing Breakdown:

Offeror’s pricing shall include the professional services necessary to perform the services anticipated in the individual task orders of the IDIQ contract. Professional services at a minimum shall include the services outlined in Section C of this document. Additional instructions are provided in Section L of this document.

C. The hourly rate for both normal business hours and off hours support shall be as specified in the Attachment K.1 of the contract.

**B.4 AUTHORIZED WORKDAY / WEEK**

B.4.1 Legal holidays: No work shall be done at any time on legal holidays.

New Year’s Day	Independence Day
Birthday of Martin Luther King, Jr	Labor Day
Washington’s Birthday	Indigenous Peoples' Day

Inauguration Day	Veterans Day
D.C. Emancipation Day	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth National Independence Day	

**END OF SECTION B**

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## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE:

The District of Columbia Courts is seeking a qualified contractor to act as the Commissioning Agent on the Court’s behalf as specified in this solicitation.

### C.2 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:

NA

Item No.	Document Type	Title	Date

### C.3 DEFINITIONS

These terms when used in this RFP have the following meanings:

NA

### C.4 BACKGROUND:

C.4.1 The DCC is comprised of the DC Court of Appeals, the DC Superior Court and the DC Court System. The CPFMD is part of the DC Court System providing shared services to the DC Court of Appeals and the DC Superior Court. The DC Courts currently maintain 1.2 million gross square feet (GSF) of space within five (5) Courts-owned buildings in Judiciary Square and the grounds. Courts’ Judiciary Square campus is comprised of the following five (5) Courts buildings and an underground garage:

- 500 Indiana Avenue N.W. – known as H. Carl Moultrie Courthouse (495,265 occupiable square feet (OSF)/909,400 Building gross square feet (GSF)
- 515 5th St. NW – known as Building A (66,237 OSF/123,900 GSF)
- 510 4th St. NW – known as Building B (68,272 OSF/122,500 GSF)
- 410 E St. NW – known as Building C (28,979 OSF/54,000GSF)
- 430 E St. NW – known as Building D/the Historic Courthouse (58,642 SF OSF/146,550 GSF)
- 449 5<sup>th</sup> St. NW – known as Southwest Garage (250 parking spaces, 101,200 GSF)
- 515 D St. NW – known as the Recorder of Deeds Building (44,600 GSF)

C.4.2 The Superior Court of the District of Columbia and its many supporting functions are housed in the H. Carl Moultrie Courthouse. The eight-story building is the Court’s largest facility containing over ninety (90) courtrooms and hearing rooms and is the focus of most court activities. It is located south of Indiana Avenue opposite the DC Court of Appeals and has a full level of parking below ground.

C.4.3 Currently, the DC Courts also house personnel in numerous leased buildings:

- 616 H St. NW - known as the Gallery Place building (46,361 OSF/62,000 GSF).
- Six (six) satellite offices throughout the District of Columbia – known as BARJ (Balanced and Restorative Justice Program) satellite offices (total 49,600 OSF).
- 1110 V St., SE – known as BARJ Southeast Satellite (4,840 OSF)
- 1201-1215 South Capitol St. SW- known as BARJ Southwest Satellite (7,101 OSF)
- 2527 Reed St. NE - known as BARJ Northeast Satellite (20,109 OSF)
- 1724 Kalorama Road, NW - known as BARJ Northwest Satellite (9,494 OSF)
- 920-930 Rhode Island Avenue, NE - known as Status Offender and Behavioral Health Satellite office (shares lease with BARJ Northeast satellite)
- 118 Q St. NE - known as Leaders in Solidarity satellite office (8,063 OSF)
- 2041 Martin Luther King Jr. Ave, SE  
known as the Domestic Violence Satellite Office (3,045 OSF)
- 6217 Columbia Park Road, Cheverly, MD – known as Warehouse facility (24,390 OSF)
- Disaster recovery (DR) site located in Germantown, Maryland. DC Courts lease rack space for IT back-up servers.

## C.5 REQUIREMENTS:

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

- C.5.1 **Commissioning Services:** The Commissioning Agent (CxA) will provide documented confirmation that the completed facility fulfills the functional and performance requirements of the Courts. The CxA will endeavor to enable completion of system start-up and performance verification, reduce startup and building turnover problems, and reduce post-occupancy corrective work.
- C.5.2 **Commissioning Plan:** The CxA shall submit a Commissioning Plan Commissioning which includes the design phase, construction phase, acceptance phase, and post-acceptance phase and outlines the commissioning parameters and approach intended to be used on each Task Order. The commissioning plan shall also include commissioning roles and responsibilities specific to testing and inspection of commissioned systems and building features and performance of special testing. Commissioning Plans shall be submitted within seven (7) to twenty-one (21) calendar days after Task Order award depending on the project magnitude and complexity.
- The CxA will maintain and update the commissioning plan, including revisions required to keep the commissioning plan current throughout all phases, and will submit monthly updates of the commissioning plan throughout the Construction Stage.
- C.5.3 **Schedule Support and Coordination:** The CxA shall support the Owner in the development of commissioning activities and shall coordinate with the Construction Contractor’s Schedule to perform commissioning.
- C.5.4 CxA team shall conform to and uphold all established ethical principles and professional standards of practice governing the CxA segment of the construction industry, including the Building Commissioning Association (BCA) Essential Attributes of Building Commissioning.
- C.5.5 All Commissioning Reports and Trackers shall be submitted through Procore (DCC project management information system). Additionally, the CxA shall utilize the Procore Observations

Module for all commissioning action items. This shall include creating Procore Observations to document findings, with photos if applicable, and closing items once complete.

C.5.6 Commissioning services shall be required for both normal business hours and off hours. Normal business working hours are from 6:00AM to 6:00PM. Off-hour support is from 6:00PM to 6:00AM (Monday-Friday) and weekend hours are typically from 7:00AM to 7:00PM.

- **PROFESSIONAL RESPONSIBILITIES:**

- The Offeror shall provide the professional Commissioning Services consistent with the professional skill and care ordinarily provided by Commissioning professionals practicing in the District of Columbia under the same or similar circumstances.
- Offeror agrees to perform services provided under any Task Order to be in compliance with all applicable national, federal, state, municipal, and DC laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over a project related to such services.

C.6.3 Offeror shall designate a representative primarily responsible for the services provided under this IDIQ contract and shall be available for the benefit of all the Task order(s) deliveries and the DCC. The designated representative shall not be changed without prior written approval of the DCC.

- **DIVISION OF RESPONSIBILITIES**

- Contractor Responsibilities: The successful Contractor shall be responsible for performing all the work stipulated in this Solicitation.
- Program Manager (PgM): The PgM acts as the Owner's Representative at the enterprise level. Responsibilities include planning, budgeting, and enforcing the Courts policies and procedures.
- Construction Manager, (CM): A CM will be assigned to represent the Courts as the onsite representative that will perform oversight responsibilities, which include management and construction oversight activities of the Contractor's operations and ensure that the final project results satisfy the Court's, and that the Contractor meets the contract requirements. The CM oversees, informs and advises the Courts of the Contractor's conformance or not with the contract requirements.
- Owner: The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in this document, the Architect and Construction Manager do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. The term "Court" shall depending on how that term is defined elsewhere in this contract, mean the Superior Court of the District of Columbia, the District of Columbia Court of Appeals, or the District of Columbia Court System. The term "District of Columbia Government" shall mean all the branches of the government of the District of Columbia, including the District of Columbia Courts.
- Contracting Officer: The DC Courts' Court Contracting Officer who has the appropriate contracting authority is the only DC Courts official authorized to contractually bind the DC

Courts through signing contract documents.

- Contracting Officer's Technical Representative (COTR): The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Offeror's performance or nonperformance of the contract requirements. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract.

## **C.8 TASK ORDER PROCESS**

### **A. Request for Task Order Proposal:**

After developing the scope of work for a Task Order, DCC will seek a price proposal from the firm that has been awarded the IDIQ contract. Each TO will be negotiated and awarded as Firm-Fixed-Price (FFP) contract.

1. Request for Task Order Proposal – The DCC's Contracting Officer shall transmit the Scope of Work (SOW) and other relevant requirements via a Task Order Request for Proposal (TRFP) to the offeror.
2. Response to Task Order Proposals – Task Order Proposals, in response to a TRFP, shall be submitted to the CO within ten (10) working days, unless otherwise specified. Each Task Order Proposal shall consist of a price proposal containing the following information:
  - a) A brief description of the proposed services
  - b) Price Proposal (native excel work sheet)

### **B. Task Order (TO) Negotiations:**

The CO has the right to negotiate every task order as considered necessary.

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

1. Issuance of Task Order - Individual Task Order proposals will be evaluated and negotiated based on the SOW provided with the TRFP letter. The DCC is under no obligation to issue Task Orders to the offeror. No compensation shall be provided for any time, efforts, or costs incurred for proposal, estimating, or negotiations.
2. After the Task Order award, the Offeror shall complete the work within the owner-specified schedule limits identified in the TO.
3. Invoicing Task orders - Offeror shall submit invoice to the DCC upon achieving the approved milestone to be reviewed by the COTR. Any discrepancies shall be mediated by, and at the sole discretion of the CO.
  - a) It is the responsibility of the offeror to obtain written authorization to proceed with any change in scope of work prior to commencing the work.

**END OF SECTION C**

## **SECTION D: PACKAGING AND MARKING**

**D.1** The packaging and marking requirements for this contract shall be unless otherwise specified, all documents prepared and submitted by the Contractor to the DCC under this contract shall include the following information on the cover page of each document:

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

**END OF SECTION D**

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## **SECTION E: INSPECTION AND ACCEPTANCE**

### **E.1 INSPECTION OF SERVICES**

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

**END OF SECTION E**

## **SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES**

### **F.1 TERM OF CONTRACT:**

- F.1.1 The IDIQ contracts will be for a one-year base period contract with four (4) one-year options. The IDIQ contract will be effective from the date of award through the end of the base period and any options exercised.
- F.1.2 All task orders must be issued within the outlined base period or option years, and the period of performance for the task order can extend beyond the end date of the last option year exercised. Under no circumstances will a task order be issued outside the base period or the exercised option years.

### **F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT:**

- F.2.1 The Courts may extend the term of this contract for a period of one (1) year per option, up to four (4) times, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Courts will give the Contractor preliminary written notice of its intent to extend at least thirty (30) 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) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of 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 from the date of award

### **F.3 DELIVERABLES:**

- F.3.1 All deliverables shall be as identified in the Task-Order (TO). The Offeror shall furnish office supplies, materials, equipment, and employees required to meet and perform the requirements of the TO. The Contractor shall provide the DCC's COTR with electronic:
- A. native file format, (EXCEL)
  - B. electronic pdf format,
  - C. and hard copy of each deliverable as specified in each Task-Order.
  - D. Commissioning Plan
  - E. Pre-Functional Checklist
  - F. Functional Performance Test
  - G. Commissioning Tracker

### **F.4 STANDARD OF PERFORMANCE**

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

<b>Performance Metric</b>	<b>Required Service</b>	<b>Performance Indicator</b>	<b>Monitoring Method</b>
Accuracy/ completeness/ technical proficiency	All work products must be complete, accurate, and conducted with techniques commensurate to the work	Draft and final work products are complete and accurate and were conducted in a technically competent and appropriate manner.	The COTR review of work products may include external peer review of deliverables. The DCC reserves the right to perform any inspection and audit as deemed necessary to assure that the Contractor's services conform to prescribed requirements of the task order.
Timeliness	All work products - both interim and final - must be completed on schedule for the DCC to use them most effectively.	Contractors' deliverables are provided on schedule as indicated in the contract and all accepted schedules submitted by the Contractor unless modified with COTR concurrence.	The COTR will review deliverables with respect to the schedule/due dates defined in the task order and any updates accepted by the DCC during the contract period.
Responsiveness	The Contractor shall be responsive to requests for clarifications on submitted work products or to refinements to the work based on changing needs (within the scope of work).	The Contractor is able to provide requested information or make adjustments to work products that provide a benefit(s) to the DCC without undue delays.	The COTR will review the Contractor's ability to adjust task work in response to changing conditions, needs, and unexpected circumstances.
Communication	The Contractor shall proactively keep the DCC apprised of all issues related to the conduct of the task including, but not limited to progress of work, any issues that affect Contractor's ability to meet schedule or budget requirements and unforeseen logistical issues.	The Contractor provides both regular updates on the progress of work under the task order and notifies the COTR of any unanticipated circumstances that affect either the analytics/logistics of the program scope, schedule, or budget.	The COTR will review both regular and ad hoc updates and project-related communication

## **F.5 KEY PERSONNEL - ROLES AND RESPONSABILITIES**

The following positions are designated as key personnel. It is the Court's view that the expertise of identified key personnel are essential to meeting the Court's objectives:

- a) Senior Commissioning Project Manager
- b) Assistant Project Manager

### **F.5.1 Changes to Key Personnel**

The personnel specified above are deemed key team personnel for success of a task order. Offeror shall notify the CO and the COTR as soon as possible regarding substitutions. No replacement shall be made by the Offeror without the written consent of the CO.

### **F.5.2 QUALIFICATIONS FOR KEY PERSONNEL**

Resumes provided by the Offeror should include years of experience, summary of experience relevant to the DCC facilities and requirements, education, professional credentials, registrations, certifications and all awards and industry recognition. The firm must have registered and licensed personnel, either in-house or through consultants, in the following key disciplines and areas of expertise: Commissioning Provider, electrical engineer, mechanical engineer, plumbing engineer, fire protection engineering and audio visual/telecommunication. The Senior Commissioning Project Manager is expected to fulfill the following responsibilities, meet the following minimum qualifications, and possess the following credentials:

#### **F.5.2.1 Experience:**

- Ten (10) years of project management experience with emphasis providing commissioning services on a on complex, multi-phased construction projects.
- Required credentials are as follows: Certified Commissioning Authority (CxA) or Certified Commissioning Professional
- Preferred credentials are as follows: PE, LEED AP
- Thorough understanding of applicable local, national and international 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 working with contractors in progress work
- Ability to communicate effectively with clients, building personnel, contractors and consultants.
- OSHA 10-Hour Training is required
- Basic computer skills using Microsoft Word, Excel, and Outlook.

#### **F.5.2.2 Capacity:**

Firms shall have the capacity to deliver the required services for multiple concurrent task orders (TO) issued. The Commissioning Agent shall submit commissioning trackers and/or reports within two (2) business days of a site visit using the Procore (DCC project management

information system). Additionally, the CxA shall utilize the Procore Observations Module for all commissioning action items. This shall include creating Procore Observations to document findings, with photos if applicable, and closing items once complete.

END OF SECTION F

## SECTION G: CONTRACT ADMINISTRATION

### G.1 Payment/Invoices

- G.1.1 The Courts will make invoice payments under the terms and conditions specified in the contract. The Contractor will be compensated upon completion and acceptance of the work as specified in the contract. Payments shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. The contractor shall be compensated as set forth below.
- G.1.2 Effective June 8, 2018 all invoices and payment request shall be submitted electronically through the U.S. Department of the Treasury’s **Invoice Processing Platform (IPP)** System using the “Bill to Agency” of Interior Business Center-FMD. The IPP website address is <https://www.ipp.gov>. In addition, it is the vendors’ (contractors’) responsibility to be System for Awards Management (SAM) registered and in IPP. The vendors (contractors) must be SAM registered in order to register in IPP. The SAM website address is <https://www.sam.gov>.
- G.1.3 After contract and purchase order award, in order to receive payment, the Contractor must use the IPP website to register, access, and use IPP for submitting all invoice requests for payment(s). Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email at [IPPCustomerSupport@discal.treasury.gov](mailto:IPPCustomerSupport@discal.treasury.gov) or by phone (866) 973-3131.
- G.1.4 Payment request means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, at a minimum, the Contractors’ electronic invoice shall include the following information:
- Name and address of the Contractor,
  - The purchase order number,
  - Invoice date,
  - Invoice number,
  - Name of the Contracting Officer Technical Representative (COTR),
  - COTR email address, and
  - Description, quality, unit of measure and extended price of the services or supplies actually rendered.
- G.1.5 Once the electronic invoice has been submitted through IPP, no later than 2 business days from the electronic submission, the Contractor must email and/or mail to the COTR a copy of the electronic invoice along with all the required supporting documentation as stated in the contract.
- G.1.6 The Contracting Officer’s Technical Representative (COTR) shall review each electronic invoice for certification of receipt of satisfactory services prior to authorization of payment.
- G.1.7 The invoice form to be reported with the following elements:

<b>TOTAL EXPENDITURES</b>					
<b>(Document Number: XXX-X-XX-XXXX-XX)</b>					
Line Item	Description	Approved Budget	Amt. Voucher To Date	Amt. Voucher This Period	Balance of Approved Budget

0001			\$XXXX.XX	\$XXXX.XX	
0002			\$XXXX.XX	\$XXXX.XX	
<b>Total</b>			<b>\$XXXX.XX</b>	<b>\$XXXX.XX</b>	

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

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

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**G.2 Prompt Payment Act**

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

**G.2.2 Tax Exempt**

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

**G.3 BILLING/ PAYMENT CERTIFICATION**

G.3.1 Payment to the Contractor for services satisfactorily performed shall be made by the Courts once the Contractor’s certified invoice has been approved by the **COTR**, or in the case of a dispute, subject to final determination by the Contracting Officer.

G.3.2 Based upon Applications for Payment submitted to the Courts by the Contractor, the Courts shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

G.3.3 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

G.3.4 **Notwithstanding any other payment terms in this contract, the Courts will make invoice payments under the terms and conditions in accordance with the Courts policies.** The Courts shall make

progress payments monthly as the work proceeds or at more frequent intervals as determined by the Contracting Officer, based on percentages of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

- (1) The Contractor's request for progress payments shall include the following substantiation:
  - (i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.
  - (ii) A listing of the amount included for work performed by each subcontractor under the contract.
  - (iii) A listing of the total amount of each subcontract under the contract.
  - (iv) A listing of the amounts previously paid to each such subcontractor under the contract.
  - (v) Additional supporting data in the form and detail required by the Contracting Officer.
  - (vi) The release of Lien from General Contractor & 2<sup>nd</sup> tier releases from Sub-subs.
- (2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if --
  - (i) Consideration is specifically authorized by this contract; and
  - (ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.
- (3) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: See **Attachment J.9 Payment to Subcontractors and Suppliers Certificate form and submit to the Contracting Officer.**

G.3.5 Each Application for Payment shall be based on the most recent **approved** cost loaded schedule submitted by the Contractor in accordance with the Contract Documents. The following requirements apply to the **approved** cost loaded schedule:

This schedule shall allocate the entire Contract Sum among the various portions of the Work; The **approved** cost loaded schedule shall be prepared in such form and supported by such data to substantiate its accuracy as the Courts may be required to perform an earned value management analysis;

This schedule, unless objected to by the Courts, shall be used as a basis for reviewing the Contractor's Applications for Payment.

The contractor should thoroughly review their cost-loaded schedule prior to submission to the Courts to ensure the identified costs accurately reflect the true costs of each cost-loaded activity.

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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(Name)

---

(Title)

---

(Date)

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

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

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

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

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

#### **G.4 FINAL PAYMENT**

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

1. The Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided Section C and all other applicable incorporated documents, and to satisfy other requirements, if any, which extend beyond final payment; and

A final Certificate for Payment has been issued by the Courts.

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Courts:

Receive an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Courts or the Courts property might be responsible or encumbered (less amounts withheld by Courts) have been paid or otherwise satisfied,

a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Courts,

#### **G.5 PAYMENT TO SUBCONTRACTORS**

**G.5.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the Courts for work performed by any subcontractor under this contract:

Pay the subcontractor for the proportionate share of the total payment received from the Courts that is attributable to the subcontractor for work performed under the contract; or

Notify the Courts and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

- G.5.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the 15<sup>th</sup> day after the required payment date for any other services.
- G.5.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.5.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the Courts is a party. The Courts may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
- G.5.5 Subcontract requirements**
- G.5.5.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses.

## **G.6 AUDITS**

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

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

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

Contracting Officer  
Geoffrey Mack  
Courts of Columbia Courts  
700 6<sup>th</sup> Street, N.W., 12<sup>th</sup> Floor  
Washington, D.C. 20001

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

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

Brett Johnson  
Courts of Columbia Courts  
700 6<sup>th</sup> Street, N.W., 12<sup>th</sup> Floor  
Washington, D.C. 20001

## **G.8 AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER**

- G.8.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2 The Contractor shall not comply with any order, directive or request that changes or modify the requirements of this contract, unless issued in writing and signed by the CO.
- G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

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

- G.9.1 The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
  - Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
  - 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.
  - Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.
  - Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
  - Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
  - Obtain necessary permits and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government-furnished property is available when required.
- G.9.2 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- G.9.3 Coordinating site entry for Contractor personnel, if applicable;

- G.9.4 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.5 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the Courts payment provisions; and
- G.9.6 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.7 The address and email of the COTR is:

Judith Hill  
Capital Projects Manager  
Capital Projects and Facilities Management Division  
616 H Street, N.W., Suite 622  
Washington, D.C. 20001

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

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

- G.9.9 **THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.**

#### G.10 Substantial Completion

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

## **G.11 Final Project Completion and Final Payment**

- G.11.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Courts and CM will promptly make such inspection and, when the Courts and CM finds the Work acceptable under the Contract Documents and the Contract fully performed, the Courts will promptly issue a final Certificate for Payment, stating that to the best of the CM's knowledge, information and belief, and on the basis of the CM's onsite visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable.
- G.11.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Courts (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Courts or the Courts's property might be responsible or encumbered (less amounts withheld by Courts) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Courts, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Courts, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Courts. If a Subcontractor refuses to furnish a release or waiver required by the Courts, the Contractor may furnish a bond satisfactory to the Courts to indemnify the Courts against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Courts all money that the Courts may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
- G.11.3 If, after Substantial Completion of the Work, final project completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Courts so confirms, the Courts shall, upon application by the Contractor and certification by the Courts, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Courts prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- G.11.4 The making of final payment shall constitute a waiver of Claims by the Courts except those arising from:
1. Liens, Claims, security interests or encumbrances arising out of the Contract and unsettled; Failure of the Work to comply with the requirements of the Contract Documents; or Terms of special warranties required by the Contract Documents.

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

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

**END OF SECTION G**



## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

**H.1 OFFEROR REQUIREMENTS:** The DCC will consider only those firms who are able to demonstrate compliance with the following minimum qualifications requirement(s):

**H.1.1 Experience:**

- Ten (10) years of project management experience with emphasis providing commissioning services on a on complex, multi-phased construction projects.
- Required credentials are as follows: Certified Commissioning Authority (CxA) or Certified Commissioning Professional
- Preferred credentials are as follows: PE, LEED AP
- Thorough understanding of applicable local, national and international 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 working with contractors in progress work
- Ability to communicate effectively with clients, building personnel, contractors and consultants.
- OSHA 10-Hour Training is required
- Basic computer skills using Microsoft Word, Excel, and Outlook.

**H.1.2 Capacity:**

Firms shall have the capacity to deliver the required services for multiple concurrent task orders (TO) issued. The Commissioning Agent shall submit commissioning trackers and/or reports within two (2) business days of a site visit using the Procore (DCC project management information system). Additionally, the CxA shall utilize the Procore Observations Module for all commissioning action items. This shall include creating Procore Observations to document findings, with photos if applicable, and closing items once complete.

**H.2 OTHER CONTRACTORS AND CONSULTANTS**

H.2.1 The Contractor shall not commit or permit any act which will interfere with the performance of work done by any other DCC Contractor or by any DCC employee.

H.2.2 Contractors or consultants that helped or assisted in the preparation of the RFP documents cannot be part of the resultant proposal or help the winning contractor implement the contract as their consultant.

**H.3 DISCLOSURE OF INFORMATION**

H.3.1 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.3.2. In performance of this Contract, the Contractor agrees to assume responsibility for protection of the confidentiality of DCC records and that all work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.

H.3.3 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.3.4 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.4 DC COURTS' RESPONSIBILITIES

H.4.1 The DCC will provide access to the available building site and building documents relevant to the task order assigned to the contractor.

#### H.5 SECURITY REQUIREMENTS

The DCC is a unique environment for Contractors to perform work. There are levels of security that can hinder access to all areas of the buildings, such as, high-traffic areas, cell blocks, and secure areas for Judge and Jurors. Working in a building that includes many different levels of security can be challenging. The Contractor is required to obtain Court clearances for their project team and their subcontractors and obtain permission to work in secure areas. The DCC requirement for Contractor personnel to obtain a badge to have access to the buildings will be notified at the time of the award. The DC Courts will notify the Contractor of all such requirements as soon as practicable. If the procedures to acquire the security change, the Contracting Officer will notify the Contractor of any new requirements as soon as practicable. The Contractor shall satisfy security requirements as designated by the Contracting Officer. Contractors should understand that some secure areas require work to be performed during off hours or with the accompaniment of Court Security Officers (CSO's). These secure areas include the Executive office, Clerk of the Court's office area, Judges' Chambers, and U.S. Marshals Space. A CSO and U.S. Marshal must be retained for security use by the Contractor when entering these areas.

#### H.6 CONTRACTOR MANAGEMENT RESPONSIBILITY

The Contractor's Project 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.7 SUSPENSION OF THE WORK

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

- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the CO in the administration of this contract, or (2) by the CO's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.
- (c) A claim under this clause shall not be allowed:
  - (1) For any costs incurred more than twenty (20) calendar days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
  - (2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

#### H.8 USE OF PREMISES

- (a) The Contractor shall comply with the regulations governing the operation of premises, which are occupied and shall perform his contract in such a manner as not to interrupt or interfere with the conduct of Court.
- (b) Any work necessary to be performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the Court.
- (d) The Contractor shall use only such entrances to the work area as designated by the COTR.
- (e) Any work, once started, shall be completed as rapidly as possible and without unnecessary delay.
- (f) All work shall be performed in such manner as to cause minimum interference with or disruption of normal activities and traffic in the building, and minimum noises or disturbances to the occupants.

#### H.9 ACCESS TO BUILDING

- (a) Contractor will be given access to all buildings where work will be performed.
- (b) Contractor will be given access to buildings only on Monday through Friday of each week.
- (c) Contractor shall make all necessary arrangements for access to the building after regular working hours and/or for work on Saturday, Sunday or Holidays with the COTR.

- (d) Should the Contractor desire to work on Saturdays, Sundays, or holidays, he/she must receive permission in writing from the COTR or designee. If permission is granted, all work performed shall be at no additional expense to the Court.

#### H.10 PUBLICITY

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

#### H.11 LIMITATIONS ON PASS-THROUGH CHARGES

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

## **H.12 CONSENT TO SUBCONTRACT**

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

## **H.13 SUBCONTRACTS**

- (a) Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the Court.
- (b) The divisions or sections of the specifications are intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.
- (c) The Contractor shall be as fully responsible to the Court for the acts and omissions of subcontractors, and of persons employed by them as he is for the acts and omissions of persons directly employed by him.
- (d) The Contractor shall be responsible for the coordination of the trades, subcontractors, materials, and persons engaged upon his work.
- (e) The Court will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.
- (f) Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution. Notwithstanding any such subcontract approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

**END OF SECTION H**

## **SECTION I: CONTRACT CLAUSES**

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

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

### **I.2 RESTRICTION ON DISCLOSURE AND USE OF DATA**

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

### **I.3 DISPUTES**

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

### **I.4 EXAMINATION OF BOOKS AND RECORDS**

The Contracting Officer or any of the Contracting Officer's duly authorized representatives shall, until three (3) years after final payment, have the right to examine any directly pertinent books, documents, papers and record of the Contractor involving transactions related to the services furnished under this contract.

### **I.5 RECORD KEEPING**

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

### **I.6 PROTEST**

I.6.1 Any aggrieved person may protest this solicitation, award or proposed contract award in accordance with Chapter 8 of the Procurement Guidelines of the District of Columbia Courts (Attachment J15). Protest shall be filed in writing, within ten (10) calendar days after the basis of the protest is known (or should have been known), whichever is earlier, with the Contracting Officer at:

Geoffrey Mack  
Administrative Services Division District of Columbia Courts  
700 6<sup>th</sup> Street NW, 12<sup>th</sup> Floor  
Washington, D.C. 20001

I.6.2 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.7 RIGHTS IN DATA

- I.7.1 “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.7.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- I.7.3 All data first produced in the performance of this Contract shall be the sole property of the DCC. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the DCC under this Contract, are works made for hire and are the sole property of the DCC; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the DCC the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the DCC all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the DCC until such time as the DCC may have released such data to the public.
- I.7.4 The Contractor shall indemnify and save and hold harmless the DCC, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.7.5 Nothing contained in this clause shall imply a license to the DCC under any patent or be construed as affecting the scope of any license or other right otherwise granted to the DCC under any patent.
- I.8 Cancellation Ceiling

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

#### I.9 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.10 Insurance

##### I.10.1 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.10.2 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.10.3 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.10.4 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.10.5 Professional Liability :



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

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

- a. The AE shall furnish evidence demonstrating the limits of coverage stated above are available and unencumbered by previous losses on the policy. If during execution of the contract, the available limits in aggregate fall below 50% the AE shall notify the DCC and take action to restore the limits to the required level.
- b. Deductibles shall be the responsibility of the AE and may not exceed \$25,000 without approval of the DCC.
- c. There shall be no exclusion for environmental claims arising out of the performance of professional services.
- d. Firms performing work under a Joint Venture agreement must furnish evidence in the form of an endorsement by the insurer the Joint Venture is insured under the policy.
- e. If the policy is written on a Claims Made basis, the insurance must be maintained for a period of no less than 10 years after the project is completed, and the retroactive date must be listed as prior to, or on the date the contract is executed. If the policy is to be cancelled, non-renewed or not replaced prior to the 10 years, an Extended Reporting Period (Tail) must be purchased to contemplate the exposures past the cancellation date.

I.11. Duration

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

I.12.0 Liability

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

I.12.1 Measure of Payment

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

I.12.2 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.12.3 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:

Kenneth Evans  
Senior Contract Specialist  
700 6<sup>th</sup> Street, N.W., 12<sup>th</sup> Floor  
Washington, DC 20001  
Phone: 202-879-8778  
Kenneth.Evans@dccsystems.gov

#### I.12.4 Disclosure of Information

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

**END OF SECTION I**

**SECTION J: ATTACHMENTS**

Attachment Number	Document
J.1	General Provisions Applicable to District of Columbia Courts Contract
J.2	Anti-Collusion Statement
J.3	Ethics in Public Contracting
J.4	Non-Discrimination
J.5	Certification of Eligibility
J.6	Tax Certification Affidavit
J.7	Certification Regarding a Drug-Free Workplace
J.8	Release of Claims
J.9	Payment to Subcontractors and Suppliers Certificate
J.10	District of Columbia Courts Sexual Harassment Policy
J.11	Bid/Offer Form (NOT APPLICABLE)
J.12	Bid/Offer Bond Form (NOT APPLICABLE)
J.13	Payment Bond Form (NOT APPLICABLE)
J.14	Performance Bond Form (NOT APPLICABLE)
J.15	Tax Regulations
J.16	DC Courts Tax Exemption Certificate
J.17	Application for Payment
J.18	Davis Bacon Act and Davis Bacon Wage Rates
J.19	Contract Work Hours and Safety Standards Act
J.20	General Terms and Conditions for Construction
J.21	DC Courts Past Performance Questionnaire
K.1	Pricing

**END OF SECTION J**

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

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

**K.2 WALSH-HEALY ACT**

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

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

**K.3 BUY AMERICAN CERTIFICATION**

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

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EXCLUDED END PRODUCTS	COUNTRY OR ORIGIN
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**K.4 OFFICERS NOT TO BENEFIT CERTIFICATION**

Each Bidder shall check one of the following:

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

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

## **K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

**K.6 TYPE OF BUSINESS ORGANIZATION**

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

**K.7 PAYMENT IDENTIFICATION NO.**

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

Please list below applicable vendor information:

Federal Tax Identification Number: \_\_\_\_\_

Or

Social Security Number: \_\_\_\_\_

Dunn and Bradstreet Number: \_\_\_\_\_

Legal Name of Entity Assigned this Number: \_\_\_\_\_

Street Address and/or Mailing Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

\_\_\_\_\_

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

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

**K.8.1** The Offeror has read and understands the Offering Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Offer is submitted, and for other portions of the Project, if any, being offered concurrently or presently under construction.

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

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

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

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

**K.9 Penalties for Misrepresentations**

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

**K.10 Standards of Responsibility**

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

**K.10.1** Performance of the contract. (See Section L.2.5.2 Volume 1 Technical Information Tab B Experience and Past Performance.

**K.10.2** Furnish evidence of the ability to comply with the required and/or proposed delivery or performance schedule, taking into consideration all existing commercial and government business commitments. (See Section L.2.5.2 Volume 1 Technical Information Tab B Experience and Past Performance.

**K.11 OFFERING DOCUMENTS/COPIES**

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

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

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

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

**K.12 INTERPRETATIONS OR CORRECTIONS OF OFFERING DOCUMENTS**

**K.12.1** The Offeror shall carefully study and compare each of the Offering Documents with one another, and with other Work being offered concurrently or presently under construction to the extent that it relates to the Work for which the Offer is submitted; the Offeror shall also examine

the site and local conditions, and at once, report to the Courts any errors, inconsistencies or ambiguities discovered.

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

Kenneth L. Evans Jr, Senior Contract Specialist  
District of Columbia Courts  
Contracts and Procurement Division  
700 6th., NW, 12<sup>th</sup> Floor  
Washington, DC 20001  
E-mail address: [kenneth.evans@dccsystems.gov](mailto:kenneth.evans@dccsystems.gov)

**K.12.3** Any prospective Offeror desiring an explanation or Interpretation of this Solicitation must request it in writing by **December 27, 2022, @ 3:00 PM.** Requests should be directed to the Senior Contract Specialist via the email address listed above. Any substantive information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors. **Oral explanations and/or instructions given before the award of the contract will not be binding.**

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

### **K.13 SUBSTITUTIONS**

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

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

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

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

### **K.14 AMENDMENTS**



- K.14.1** Amendments will be transmitted by the issuing office to all who are known to have initially received a complete set of the Offering Documents.
- K.14.2** Copies of Amendments will be made available for inspection wherever Offering Documents are on file for clarification.
- K.14.3** Amendments will be issued no later than three (3) days prior to the date of receipt of the Offers unless an Amendment withdrawing the request for Offers or one which includes postponement of the date for receipt of Offers.
- K.14.4** Prior to submitting an Offer, each Offeror shall ascertain all Amendments issued, and acknowledge their receipt in the Offer.

**END OF SECTION K**

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## SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

### L.1 **Proposal Submission and Identification**

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

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

*Solicitation Number: DCSC-23-RFP-28*

*Caption: DC Courts Commissioning Services*

*Proposal Due Date & Time: **January 10, 2023, NO LATER THAN 3:00 P.M.***

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

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

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

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

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

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

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

L.1.4.1 **Offerors submitting their proposals by hand delivery/courier services must hand deliver their proposals to the following address:**

District of Columbia Courts  
Administrative Services Division  
Procurement and Contracts Branch  
Attn: Kenneth L. Evans, Senior Contract Specialist

700 6<sup>th</sup> Street, N.W., 12<sup>th</sup> Floor  
Washington, D.C. 20001

L.1.4.2 **Late Proposals will not be excepted**

L.1.4.3 **Questions: Must be submitted no later than December 27, 2022, at 3:00 PM**

L.1.4.4 Questions concerning this Request for Proposals **must be directed by e-mail to:**

Kenneth L Evans Jr, Senior Contract Specialist  
Procurement and Contracts Branch  
Administrative Services Division  
District of Columbia Courts  
E-mail address: [kenneth.evans@dccsystemd.gov](mailto:kenneth.evans@dccsystemd.gov)

**L.2 Proposal Information and Format:**

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

L.2.2 Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of offeror's capabilities to satisfy the requirements of this RFP. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered. The proposal shall be prepared in two volumes. These shall be submitted in loose-leaf, three-ring notebooks for each copy of Volume I – Technical Proposal, and for each copy of Volume II - Price Proposal. See also, clause **L.2.2.2** – Price Proposal. Each bidder shall also include one (1) electronic copy (USB) that should include a copy of both the technical volume and a copy the pricing volume together.

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

Tab A	<p style="text-align: center;"><b>General Information, Certifications, Affidavits, &amp; Other Submissions</b></p> <p style="text-align: center;"><b>(Please refer Clause L.2.4 – General Information and Clause L.10 Certifications, Affidavits, &amp; Other Submissions)</b></p> <ol style="list-style-type: none"><li>1. Brief history of the Offeror's company to include type of services offered, size of company and years of experience providing Third Party Inspection services</li><li>2. Name, Address, website address, telephone number, DUNS Number and federal tax identification number of the Offeror</li><li>3. Copy of any current license, permit, registration or certification to</li></ol>
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	<p>transact business in the District of Columbia, if required by law to obtain such license, permit, registration or certification.</p> <p>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.</p> <p>5. If the Offeror plans to subcontract the work, names of subcontractors, and history of past working relationship.</p> <p>6. Name, address, email and current phone number of Offeror's contact person.</p>
<p>Tab B</p> <p><b>35 Points</b></p>	<p><b>Experience and Past Performance</b></p> <p>1. Provide three (3) Commissioning Service past performance examples the offeror has been involved in within the last five (5) years.</p> <p>2. For each past performance example provide a Past Performance Questionnaire (Attachment J.11) and provide 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:</p> <ul style="list-style-type: none"> <li>• Primary location(s) of work/the facilities,</li> <li>• Owner of the facilities,</li> <li>• Term of performance,</li> <li>• Type and scale of projects solicited, awarded and completed under the past performance example,</li> <li>• Experience with task order contracts and handling multiple, task orders simultaneously</li> <li>• Summary of offeror's specific role on the project/program and commissioning services provided Skills/expertise the offeror provided that resulted in program success,</li> <li>• Identification of personnel involved in the past performance examples who are proposed as one of the key personnel in response to this RFP.</li> </ul>
<p>Tab C</p> <p><b>30 Points</b></p>	<p><b>Proposed Team Organization and Key Personnel:</b></p> <p>The DCC's expectation is that only personnel with sufficient experience, expertise and ability to meet the RFP requirements be proposed as key personnel. The offeror shall provide the following:</p> <ul style="list-style-type: none"> <li>• Identify proposed individuals who will be assigned as the Cx Agent Project Manager and Assistant Project Manager. Provide relevant experience and resume.</li> <li>• Provide an organizational chart which shows roles/responsibilities as well as specific discipline Cx specialty for any individuals proposed to support this effort.</li> <li>• Identify proposed key personnel who are currently employed by the offeror and the length of time they have been employed with the offeror. Provide relevant experience and resume. The</li> </ul>

	evaluation of these disciplines will consider education, training, overall and relevant experience and longevity with the firm. The availability of an adequate number of personnel in the key disciplines shall be presented to ensure that the firm can meet the potential of working on multiple task orders in the required timeframes.
Tab D  <b><u>15 Points</u></b>	<b>Sample Inspection Reports (10 points):</b>  Provide at a minimum two (2) Commissioning Plans, Equipment Tracking Matrixes, Issues Log(s), Coordination Meeting Agenda/Minutes and Reports from the projects referenced in Tab B.
Tab E  <b><u>10 Points</u></b>	<b>Communication Approach</b>  Explain the processes for coordinating, implementing and documenting of commissioning services including at a minimum primary line of communication and reporting, coordination with the CM for onsite witnessing/inspections, testing, observations, etc.
Tab F  <b><u>0 Points</u></b>	<b>Disclosure</b>  Disclosure details of any legal action or litigation past or pending against the Offeror. A statement that the Offeror knows of no conflict between its interests and those of the DCC; and further that the Offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the DCC. Documentary evidence (e.g. certificates) that the Offeror is authorized to conduct business in the District of Columbia, and the Offeror is current in its tax obligation to the District of Columbia.

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

Tab A  <b><u>10 Points</u></b>	<b>PRICE</b>  Price Information -detailed price breakdown of all pricing sheets Section K, Attachment K1
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**L.2.2.3 Each Offeror shall submit one (1) completed copy with original signatures and one (1) completed copy of the RFP on USB. Three (3) separately bound copies of the Technical Proposal, and three (3) separately bound copies of the Price Proposal. Each proposal shall be properly indexed and include all information requested in the RFP.**

- L.2.4** Each Offeror must provide the following information in this section:
- L.2.4.1.1 Brief history of the Offeror’s company to include type of services offered, size of company and years of experience providing Commissioning Services;
- L.2.4.1.2 Name, Address, website address, telephone number, DUNS Number and federal tax identification number of the Offeror;
- L.2.4.1.3 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;
- L.2.4.1.4 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;
- L.2.4.1.5 If the Offeror plans to subcontract the work, names of subcontractors, and history of past working relationship; and
- L.2.4.1.6 Name, address, email and current phone number of Offeror’s contact person.

**L.2.5 Experience and Past Performance (TAB B)**

- L.2.5.1 Provide three (3) Commissioning services past performance examples the offeror has been involved in within the last five (5) years.
- L.2.5.2 For each past performance example provide a Past Performance Questionnaire (Attachment J.11) and provide 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:
- Primary location(s) of work/the facilities,
  - Owner of the facilities,
  - Term of performance,
  - Type and scale of projects solicited, awarded and completed under the past performance example,
  - Experience with task order contracts and handling multiple, task orders simultaneously
  - Summary of offeror’s specific role on the project/program and commissioning services provided Skills/expertise the offeror provided that resulted in program success,
  - Identification of personnel involved in the past performance examples who are proposed in response to this RFP.

**L.2.6 Proposed Team Organization and Key Personnel (TAB C):**

The DCC's expectation is that only personnel with sufficient experience, expertise and ability to meet the RFP requirements be proposed as key personnel. The offeror shall provide the following:

- L.2.6.1 Identify proposed individual who will be assigned as the Cx Agent Project Manager and Assistant Project Manager. Provide relevant experience and resume.
- L.2.6.2 Provide an organizational chart which shows roles/responsibilities as well as specific discipline Cx specialty for any individuals proposed to support this effort.
- L.2.6.3 Identify proposed key personnel who are currently employed by the offeror and the length of time they have been employed with the offeror;
- L.2.6.4 Identify what Commissioning services will be performed by the offeror and what services will be performed by the teaming partners (if any), including the size of supporting staff available by discipline.
- L.2.7 Sample Commissioning Plans & Reports (TAB D):**
- L.2.7.1 Provide at a minimum two (2) sample commissioning plans, Equipment Tracking Matrixes, Issues Log(s), Coordination Meeting Agenda/Minutes and Reports from the projects referenced in Tab B.
- L.2.8 Communication Approach (TAB E)**
- L.2.8.1 Explain the processes for coordinating, implementing and documenting of commissioning services including at a minimum primary line of communication and reporting, coordination with the CM for onsite witnessing/inspections, testing, observations, etc.
- L.2.9 Disclosure (TAB F):**
- L.2.9.1 Disclosure details of any legal action or litigation past or pending against the Offeror;
- L.2.9.2 A statement that the Offeror knows of no conflict between its interests and those of the DCC; and further that the Offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the DCC;
- L.2.9.3 Documentary evidence (e.g. certificates) that the Offeror is authorized to conduct business in the District of Columbia, and the Offeror is current in its tax obligation to the District of Columbia.
- L.2.10 Disclosure (TAB G): NA**
- L.2.11 Volume II Price Proposal**
- L.2.11.1 **TAB A:** Completed and Signed copy of Section K of this RFP.

- L.2.11.2 **TAB B:** “Price proposal” must be submitted using the format provided Attachment K.1 of this RFP.
- L.2.11.3 The price furnished by the offeror shall be itemized for the services set forth in Section C. The offeror's price proposal shall become a part of the awarded contract. The offeror’s price proposal shall include all costs for the required services. This pricing information will also be used for reasonability evaluation purposes.
- L.3 Changes to the RFP:**
- L.3.1 The terms and conditions of this RFP may only be modified by written addenda issued by the Contracting Officer, any oral representations to the contrary notwithstanding.
- L.4 Contract Award:**
- L.4.1 The Courts intends award a contract to the responsible offeror for the services required under this RFP to the offeror whose proposal is determined to be the lowest cost.
- L.4.2 The Courts may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of price, technical, and other factors.
- L.5 Cancellation of Award**
- L.5.1 The District of Columbia Courts reserve the right, without liability to the Court, to cancel the award of any contract at any time prior to the approval of a formal written contract signed by the Executive Officer and Administrative Officer of the District of Columbia Courts.
- L.6 Official Offer**
- L.6.1 Offers signed by an agent shall be accompanied by evidence of that agent’s authority unless that evidence has been previously furnished to the Contracting Officer.
- L.7 Certifications, Affidavits and Other Submissions**
- L.7.1 Offerors shall complete and return with their proposal the Representations and Certifications (Attachment J.2 - Anti-Collusion Statement, J.3 - Ethics in Public Contracting, Attachment J.4 - Non-Discrimination, J.5 - Certification of Eligibility, J.6 - Tax Certification Affidavit, J.7 - Certification of a Drug-Free Workplace).
- L.8 Retention of Proposals**
- L.8.1 All proposal documents shall be the property of the District of Columbia Courts and retained by the Courts, and therefore will not be returned to the offerors. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section L.1.3.



**L.9 Public Disclosure under FOIA:**

L.9.1 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.10 Examination of Solicitation:**

L.10.1 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.11 Acknowledgment of Amendments:**

L.11.1 Offerors shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) identifying the amendment number and date in the proposal; or (c) letter. The District of Columbia Courts must receive the acknowledgment by the date and time specified for receipt of offers. Offeror's failure to acknowledge an amendment may result in rejection of the offer.

**L.12 Right to Reject Proposals:**

L.12.1 The Courts reserves the right to reject, in whole or in part, any and all proposals received as the result of this RFP.

**L.13 Proposal Preparation Costs**

L.13.1 Each offeror shall bear all costs it incurs in providing responses to this RFP and for providing any additional information required by the Courts to facilitate the evaluation process. The successful offeror shall also bear all costs incurred in conjunction with contract development and negotiation.

**L.14 Prime Contractor's Responsibilities**

L.14.1 Each offeror may propose services that are provided by others, but any service(s) proposed must meet all of the requirements of this RFP.

L.14.2 If the offeror's proposal includes services provided by others, the offeror will be required to act as the prime Contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The Contractor will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

**L.15 Contract Type:**

L.15.1 This is a firm-fixed price(FFP) contract.

**L.16 Failure to Respond to Solicitation:**

L.16.1 In the event that a prospective offeror does not submit an offer in response to the solicitation, the prospective offeror should advise the Contracting Officer by letter or postcard whether the prospective offeror wants any future solicitations for similar requirements. If the prospective offeror does not submit an offer for three successive offer openings and does not notify the Contracting Officer that future solicitations are desired, the prospective offeror's name may be removed from applicable mailing list.

**L.17 Signing Offers and Certifications:**

L.17.1 Each offeror must provide a full business address and telephone number of the offeror and **BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS**. All correspondence concerning the offer or resulting contract will be mailed to the address shown above on the offer in the absence of written instructions from the offeror or contractor to the contrary. Any offer submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any offer submitted by a corporation, followed by the signature and title of the person having authority to sign for the corporation. Upon request, an offeror shall provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs an offer, the offeror shall submit to the Contracting Officer, the agent's authority to bind the offeror. Offeror shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the offer being rejected.

**L.18 Errors in Offers:**

L.18.1 Offerors shall fully inform themselves as to all information and requirements contained in the solicitation. Failure to do so will be at the offeror's risk. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.

**L.19 Authorized Negotiators**

L.19.1 The offeror shall include in its proposal a statement indicating those persons authorized to negotiate on the offeror's behalf with the District of Columbia Courts in connection with this Request for Proposals: (list names, titles, and telephone numbers of the authorized negotiators). Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the offeror's risk.

**L.20 Acceptance Period**

- L.20.1 The Offeror agrees to keep its offer open for ninety (90) days from the date specified in this solicitation for the submission of proposals.
  
- L.20.2 If discussions are held with Offerors, all Offerors within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written Final Proposal Revisions (FPR) at the designated date and time. Offerors agree to keep their FPRs open for ninety (90) days from the date specified for the submission of FPRs.

## SECTION M - EVALUATION FACTORS

### M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, 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 the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

### M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror's score for each factor. The offeror's total technical score will be determined by adding the offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.

If sub factors are applied, the offeror's total technical score will be determined by adding the offeror's score for each sub factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two sub factors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good" for the first sub factor and "Poor" for the second sub factor, then the total score for that evaluation

factor is 4/5 of 20 or 16 for the first sub factor plus 1/5 of 20 or 4 for the second sub factor, for a total of 20 for the entire factor.

### **M.3 EVALUATION CRITERIA**

Proposals will be evaluated based on the following evaluation factors in the manner described below:

#### **M.3.1 TECHNICAL CRITERIA (\_90\_Points Maximum)**

#### **M.3.2 PRICE CRITERION (\_10\_Points Maximum)**

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

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

M.3.2.B **COMPLETENESS.** In evaluating completeness, the DCC will determine if the Offeror provided pricing data in sufficient detail to fully support the offer and permit the DCC to evaluate the proposal thoroughly.

### **M.4. SOURCE SELECTION**

M.4.1 The Overall selection methodology set forth above will be used by the Contracting Officer and Selection Committee as a guide in determining the best technically qualified Offerors.

M.4.2 The Court's Selection Committee will review the statements of qualifications and recommend the offerors to be on the short-list. The Committee is not limited in the number of firms that can be shortlisted for "interviews".

M.4.3 The interviews usually involve discussions about the offeror's qualifications and experience in providing Third Party Inspection IDIQ services.

M.4.5 The interviews will be held at the Court's office. Occasionally, and in special circumstances, phone interviews may be conducted. The interviews will be brief, usually lasting only 30 to 60 minutes.

M.4.6 Following the interviews, the Selection Committee will recommend, in order of preference, the offerors that considered to be the most highly qualified to perform the services. The CO will review the recommendations and make the final selections of the two (2) offerors.