

SOLICITATION, OFFER, AND AWARD				Courts General Construction Maintenance and Repair Services				Page of Pages 1 49	
2. Reference Number		3. Solicitation Number DCSC-23-RFP-175		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP)		5. Date Issued 0907/2023		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 th Street, NW (12 th Floor) Washington, DC. 20001				8. Address Offer to: District of Columbia Courts Administrative Services Division Procurement and Contracts Branch 700 6 th Street, NW (12 th Floor) Washington, D.C. 20001 ATTN: Kenneth L Evans Jr					
NOTE: In the sealed bid, solicitations "offer" or "Contractor" means "bid or "bidder."									
SOLICITATION									
10. The Contracting Officer shall issue the Notice to Proceed no later than 90 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>NA</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"> Sealed offers in original and <u>3</u> copies to perform the work required are due at the place specified in Item 8 by September 22, 2023 , at 3:00 PM (date). Proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal." A separate electronic copy (USB Drive) of the entire proposal should accompany the package. Sealed envelopes shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. 									
CAUTION: See Section L for Proposal submission date and time, and late submissions, late modification, withdrawal or modification of proposals and late proposals. All offers are subject to all terms & conditions contained in the solicitation									
13. For Information Contact		A. Name Kenneth L. Evans Jr		B. Telephone (Area Code) (Number) (Ext) (202) 879-8776		C. E-mail Address Kenneth.Evans@dccsystems.gov			
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15. In conjunction with the above, the undersigned agrees, if this offer is accepted within <u>30</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 (the Courts) office of Contracting and Procurement, on behalf of Capital Projects and Facilities Management Division (CPFMD) is seeking contractors to provide General Construction Maintenance and Repair services.

B.2 CONTRACT TYPE:

The Courts contemplates a Multiple Award Task Order Contract (MATOC). As a result of this solicitation:

- A. Each Task order (TO) under the IDIQ contract may be assigned in rotational order. Each TO will be negotiated and awarded based on RS Means plus contractors Rate.
- B. Each Task order (TO) under the IDIQ contract may be assigned or competed between the IDIQ contract holders (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. Each 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 order limit anticipated is \$999,999 per firm, per contract year. The maximum amount (capacity) of each individual IDIQ awarded is anticipated to be \$5,000,000 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 COURTS reserves the right to award task orders in excess of the anticipated limit.

B.3 PRICING MODEL

- A. RS Means plus contractors Cost.
- B. Change Orders are set at 10% Overhead and profit 5%)
- C. 2nd Tier Overhead 10% 2nd Tier Profit 5%

B.4 AUTHORIZED WORKDAY / WEEK

B.51 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	

SECTION C: SPECIFICATIONS/ STATEMENT OF WORK

C.1 SCOPE:

The District of Columbia Courts qualified contractor(s) as authorized via the successful award of a MATOC contract shall perform general construction maintenance and repair services for various District of Columbia Court's owned properties within its portfolio and maintenance facility locations ("Project Locations").

Such work may include, but is not limited to general construction, mechanical, electrical, plumbing services; concrete and masonry services; painting services; fire, life safety, health and food code updates; and other miscellaneous work as may be necessary and shall be performed on an as directed/as needed basis and must be completed by the substantial completion dates specified in each Task Order Agreement. These services will generally include a range of general construction and facility maintenance projects for such Project Locations (which include: the six buildings at Judiciary Square, its warehouse in Cheverly, MD and at five leased locations located around the city). The contract work may also include, from time to time, small to medium sized construction projects that need to be completed quickly; these would primarily be in response to emergency situations such as unforeseen utility failures, or other life safety issues.

Sample project task types, include, but not limited to those listed below. The actual scope of work for each project will be detailed and identified in each awarded Task Order:

Sample Project/Task Types

Emergency Repairs
Facility Maintenance
Electrical Services
Plumbing Services
Carpentry Services
Painting Services
Concrete and Masonry Services
Structural Services
Small Construction/Reconfiguration Projects (valued under 1m)

Typical Scope of Project/Task Types

A. **Electrical** The Contractor shall provide Electrical services to include miscellaneous repair of electrical systems and new construction work. All electrical equipment including service equipment, power distribution switchgears and panel boards, protective devices, transformers, feeders and branch circuit wiring, raceways, motors, motor circuits, motor controllers and motor control centers, electronic equipment and wiring, lighting systems, emergency power and lighting systems, wiring devices, portable tools and equipment and other types of utilization equipment shall be maintained free of hazards to life and property in an efficient, operational and usable condition. All electrical equipment, components and associated devices shall be free of defects and always maintained with a pleasing appearance. All workmanship and materials shall conform to the National Fire Protection Association (NFPA) Code and National Electric Code (NEC).

- B. Mechanical and Plumbing** The Contractor shall provide Mechanical and Plumbing services to include, but not limited to: maintenance, new and renovations construction and repair of mechanical and plumbing systems including: sanitary sewage ejection equipment and systems, steam supply service, heating water, HVAC units, cooling towers, VAV's, and thermostats. Typical work activity includes, but is not limited to: the installation and repairs of toilets, urinals, underground excavation, underground sewer lines, domestic supply mains, drinking fountains, sinks, pumps, valves, controls, water heaters, circulating pumps and motors, expansion tanks, backflow preventers, strainers, various types of valves, regulators, compressors, electronic controls, various gauges, various sensors, various safety devices, headers, manifolds, bearings, belts, pulleys and motors and mechanical drives, testing and balancing, conveyors, belt changes, equipment lubrication and all related components.
- C. Painting** The Contractor shall provide Painting shall include, but is not limited to, both the interior and exterior of all types of surfaces on buildings and miscellaneous structures as well as the painting of other miscellaneous items such as signs, guard posts, rails, parking bumpers and spots, road markings, curbs and crosswalks, etc.
- D. General Construction** The Contractor shall provide General Construction services to include miscellaneous repairs of walls, ceilings, flooring, tile, surfaces, etc. Services also includes new construction activities of these elements in addition to small space updating and reconfiguration. All general construction activities shall be constructed as per applicable codes and per manufacturers installation instructions.
- E. Concrete and Masonry Services** The Contractor shall provide concrete and masonry services including, but not limited to: sidewalks, dumpster pads, curbs and gutters, retaining walls, brick pavers, block repair, power washing, asphalt repair, tiling, plastering and trench drains.
- F. Other Auxiliary Maintenance Services/Unskilled Labor** The Contractor shall provide other auxiliary maintenance services including, but not limited to: fencing (including wrought iron), flooring glass and glazing. The Contractors shall provide labor services and any related supplies to perform work that requires little to no experience to accomplish but is critical to the completion of a project or task. These assignments could include but are not limited to, hand shoveling of snow and ice, hand application of ice melt, pickup and disposal of yard waste and trash, sweeping of floors, and moving furniture or equipment (50lbs+).
- G. ADDITIONAL REQUIREMENTS WHICH MAY NOT BE TYPICAL IN ALL TASK ORDERS but may be required in some cases:**

Supervision & Coordination. The Contractor will be required to properly supervise and coordinate its work. At a minimum, it is envisioned that the Contractor will be required to undertake the following tasks:

1. Participate and assist in Project/Planning meetings.
2. Maintain full-time on-site construction supervision and provide daily inspections, quality control/assurance, monitoring, coordination of various trades, record drawings, and daily work log;

3. Coordinate work with any on-site personnel so as to ensure that their activities are not adversely affected;
4. Conduct periodic progress meetings following a Contractor generated agenda with the Courts;
5. Provide general safety and signage posting for the project and see that each subcontractor prepares and submits adequate safety program and monitoring throughout the project;
6. Obtain all job permits and approvals from the Department of Buildings (DOB) that are required to perform and complete the work, unless otherwise noted herein;
7. Prepare payment requests, verify accuracy and forward to Courts for approval and payment;
8. Assemble close-out documents;
9. Provide assistance to the Courts through all applicable warranty periods.
10. Coordinate its work with all third parties so as not to delay the critical path of the Project; and
11. Prepare and submit to the Courts construction meeting minutes, progress meeting minutes, daily logs, inspection reports, preliminary and baseline schedules, (Primavera format) and schedule updates demonstrating the critical path of the Project (Primavera format).
12. The Courts utilizes Procore software for project construction administration. The contractor would be expected to utilize this software for uploading project documentation for *new construction work*.

H. Warranty of the Construction Work. The Contractor warrants to the Courts that materials and equipment furnished under the Task Order will be of good quality and new unless otherwise expressly permitted in writing, that for the one (1) year period following the Substantial Completion Date the construction work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the Construction Documents and/or any approved design documents. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. The Contractor and a representative of the Courts shall walk the Project together eleven (11) months after the Substantial Completion Date to identify any necessary warranty work. In the event the Contractor fails to schedule such a walk, the Warranty period shall be extended until such time as the Contractor schedules such a walk.

I. If Hazardous Materials are discovered on the site, the Contractor shall immediately inform Courts of such discovery. The Contractor shall be entitled to submit a Change Request in accordance with the Standard Contract Provisions for any Hazardous Materials abatement and disposal work. The Contractor shall comply with all laws, including, without limitation, the requirements of the EPA and all jurisdictional agencies as well as all laws relating to safety, health welfare, and protection of the environment, in removing, treating, encapsulating, passivating, and/or disposing of Hazardous Materials, including, but not limited to, removal, treatment, encapsulation, passivation, and/or disposal of the Hazardous Materials. If any notices to governmental authorities are required, the Contractor shall also give those notices at the appropriate times. The Contractor shall ensure abatement subcontractors and disposal sites are appropriately licensed and qualified.

The Contractor shall keep detailed records documenting Work done so that the Courts may independently verify compliance with all laws, the number of units actually removed, treated, and/or disposed of, and the appropriate unit price(s) applicable to the work.

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	Link	Date
1.				
2.				

C.3 DEFINITIONS

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

General Contractor - The agency or owner contracts with an entity to act as the General Contractor. The GC is at risk for the construction schedule, quality of the work, payment of trade contractors and the overall Construction Cost. The GC holds trade contracts directly. The owner maintains ownership of the facility.

Inspection – The act of evaluating and confirming construction services meet requirements.

Non-Conformance - Completed work not meeting contract requirements which may require removal and/or replacement with impact to other trades' work and/or project schedule.

Notice to Proceed - The formal notification by which an Owner tells a consultant, contractor, or other service provider to initiate work.

Schedule - The planned dates for performing project activities and meeting project milestones

Quality Assurance - All the planned and systematic activities that are implemented within a contract to provide adequate confidence that quality requirements will be fulfilled.

Quality Control - The operational techniques and activities used to fulfil requirements of quality. The aim of quality control is to provide quality that is satisfactory. The overall system involves integrating the quality aspects of several related steps including the project.

C.4 BACKGROUND:

C.4.1 The COURTS 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 Courts currently maintain 1.5 million gross square feet (GSF) of space within six (6) Courts-owned buildings in Judiciary Square and the grounds. Courts' Judiciary Square campus is comprised of the following six (6) Courts buildings and an underground garage:

C.4.2 The Contractor will perform services at the following locations:

1. 410 E Street – Third Floor Data Center FM 200 system
2. 500 Indiana Ave.- Indiana Ave Control/Server Room FM 200 system

3. 500 Indiana Ave.- Parking Level Telecom. Room Dry Pipe system
4. 500 Indiana Ave. – C Level Server Room FM 200 system
5. 500 Indiana Ave. – Parking Garage Dry Pipe System
6. 430 E Street – Parking Garage Dry Pipe System
7. 500 Indiana Ave Carl Moultrie Building
8. 515 5th St. Building A
9. 510 4th St. Building B
10. 410 E St. Building C
11. 430 E St. Building D
12. 449 5th St. SW Garage
13. 2575 Reed St. NE
14. 4211 9th St. NW
15. 6217 Columbia Park Rd. Hyattsville, MD
16. BARJ 920 Rhode Island Ave NE
17. BARJ 1201 South Capital St. SW
18. 1215 South Capital St. SW
19. 515 D Street NW (Historic Recorder of Deeds Building)

C.5 REQUIREMENTS:

- C.5.1 A. Contractor shall provide the Courts with on-call general construction maintenance and repair services to be completed in accordance with agreed upon schedules and performed in high quality and safe fashion.
- B. Contractor shall provide the Courts with all services necessary to execute small scale construction projects (under 1 million) requiring work across multiple disciplines.
- C. 5.2. All applicable reports must be submitted to the Courts within 48 hours after the conclusion of scheduled work. Additionally, all quotes related to repair and equipment must be submitted with 5 business days of the identified deficiency or required repair.
- C.5.3 When applicable, As Built/Shop Drawings shall be updated to reflecting any changes or alterations made as a result of the Task Order. Contractor shall notify the COTR of these changes. All submission shall be made via Procore.

End of Section C

SECTION D: PACKAGING AND MARKING

D.1 When applicable, the packaging and marking requirements for this contract shall be unless otherwise specified, all documents prepared and submitted by the Contractor to the Courts under this contract and 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

Intentionally left Blank

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 Courts covering the services under this contract.
- E.1.3 The Courts 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 Courts 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, 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, 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.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

END OF SECTION F

SECTION G: CONTRACT ADMINISTRATION

G.1 Payment/Invoices

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

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

0001			\$XXXX.XX	\$XXXX.XX	
0002			\$XXXX.XX	\$XXXX.XX	
Total			\$XXXX.XX	\$XXXX.XX	

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

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to DCCourts 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 Courts will pay interest (late charge) on each electronically receipted and approved invoice pursuant to the Prompt Payment Act, 31 U.S.C. 3901 et seq.

G.2.2 Tax Exempt

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

G.3 BILLING/ PAYMENT CERTIFICATION

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

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

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

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

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

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

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

- A. This schedule shall allocate the entire Contract Sum among the various portions of the Work;
- B. 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;
- C. This schedule, unless objected to by the Courts, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- D. 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 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 Task Order 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 Task Order 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 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 Courts; and
4. Subtract amounts, if any, for which the Courts has withheld or nullified a Certificate for Payment.
5. **Retainage, when applicable, will be identified per Task Order awards.**

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 the COTR or 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 Courts.

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

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

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

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

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

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

(Name)

(Title)

(Date)

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

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

G.3.15 *Title, liability, and reservation of rights.* All material and work covered by progress payments made shall, at the time of payment, become the sole property of Courts , 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 Courts to require the fulfillment of all of the terms of the contract.

G.3.16 *Reimbursement for bond premiums.* In making these progress payments, Courts 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 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
- B. A final Certificate for Payment has been issued by DCCourts.

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

- i. 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 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 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 15th day after the required payment date for any other services.

- G.5.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.5.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the Courts is a party. DC 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 DC Courts and a discrepancy of overpayment is found, DC 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 Courts through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Contracting Officer
Geoffrey Mack
Courts of Columbia Courts
700 6th Street, N.W., 12th 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 6th Street, N.W., 12th Floor

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 Courts facilities is required.
 - If to be provided, ensure that Courts-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 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:

Brett Johnson
Courts of Columbia Courts
700 6th Street, N.W., 12th Floor
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 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 Task Order requirements or Contract Documents so that the Courts can fully, safely, and securely commence their work in the Project Area. The cabling, security, and furniture installations are complete. The 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, DC Courts and/or CM will promptly make such inspection and, when DCCourts and/or CM finds the Work acceptable under the Task Order requirements or Contract Documents and the Contract fully performed, 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 Courts (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Courts or 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 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 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 Courts. If a Subcontractor refuses to furnish a release or waiver required by Courts, the Contractor may furnish a bond satisfactory to Courts to indemnify Courts against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to Courts all money that 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 Courts so confirms, Courts shall, upon application by the Contractor and certification by 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 Task Order requirements or 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 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 Courts except those arising from:

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

END OF SECTION G

SECTION H: SPECIAL CONTRACT REQUIREMENTS

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

H.1.1 Experience:

1. Minimum of five (5) years of general contracting experience providing the requested services for governmental and commercial facilities
2. Experience with the following types of projects is desired: courthouse, historic structures and occupied facilities while being modernized.
3. Contractor Superintendent shall have 10+ years of general contracting experience.
4. Thorough understanding of applicable local, national, and international building codes expected.
5. Adept with reading and understanding all divisions of construction documents.
6. Demonstrated experience managing subcontractors.
7. Demonstrated above average safety record.
8. OSHA 10-Hour Training is required.
9. Ability to communicate effectively with clients, building personnel, contractors, and consultants.
10. Basic computer skills using Microsoft Word, Excel, and Outlook.
11. Versed in working with construction management software (i.e., Procore)

H.1.2 Capacity:

- A. Firm shall have the capacity to deliver the required services for multiple concurrent task orders (TO) issued.
- B. The Offerors shall provide, at a minimum, the following Key Personnel with the required qualifications desired under this contract:
 1. Superintendant
 2. Project Manager
 3. Assistant Project Manager
- C. The Court will identify additional Key Personnel as required with the issuance of each Task Order.

H.1.2 Each key personnel above, with the exception of the Construction Superintendant, shall be a registered professional with formal university education trained to the position for which he or she is proposed with a minimum of 10 years of experience on projects of similar size and complexity, as well as similar environment.

H.1.3 The Construction Superintendent shall have a minimum of 10+ years of experience as a project superintendent on similar construction projects and similar environment. The Construction Superintendent must have demonstrated experience coordinating all site construction activities and supervising all field personnel as required to successfully finishing similar project on schedule and within budget. The Construction Superintendent can be the Safety Manager.

H.1.4 Construction Key personnel shall be on the construction site on a full time basis throughout the construction period unless otherwise approved by Court or their designated representative. If key personnel are approved to be off-site to attend meetings or such other work, the Contractor shall have at minimum one alternate present on the site serving as its Construction Site Representative at all times when any performance of the work at the site is being conducted by any member of the Contractor or its subcontractor. Key personnel shall be under the direct employ of the Contractor for the duration of the work activities under this Contract.

H.1.5 The Personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor will immediately notify the Court Contracting Officer and the Court Contracting Officer Technical Representative, through the CM, reasonably in advance and will submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project.

H.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 Courts Contractor or by any Courts 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 DC 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 Courts 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 COURTS' RESPONSIBILITIES

- H.4.1 The Courts 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 Courts is a unique environment for Contractors to perform work. There are levels of security that can hinder access to all areas of the buildings, such as, high-traffic areas, cell blocks, and secure areas for Judge and Jurors. Working in a building that includes many different levels of security can be challenging. The Contractor is required to obtain Court clearances for their project team and their subcontractors and obtain permission to work in secure areas. The Courts requirement for Contractor personnel to obtain a badge to have access to the buildings will be notified at the time of the award. The Courts will notify the Contractor of all such requirements as soon as practicable. If the procedures to acquire the security change, the Contracting Officer will notify the Contractor of any new requirements as soon as practicable. The Contractor shall satisfy security requirements as designated by the Contracting Officer. Contractors should understand that some secure areas require work to be performed during off hours or with the accompaniment of Court Security Officers (CSO's). These secure areas include the Executive office, Clerk of the Court's office area, Judges' Chambers, and U.S. Marshals Space. A CSO and U.S. Marshal must be retained for security use by the Contractor when entering these areas.

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

- (1) For any costs incurred more than twenty (20) calendar days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
- (2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

H.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 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 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 Courts shall have the rights to review and approve prior to its execution. Notwithstanding any such subcontractor approved by the Court, the Contractor shall remain liable to Courts for all contractors' work and services required hereunder.

End of Section H

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SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF GENERAL PROVISIONS APPLICABLE TO COURTS CONTRACTS

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

I.2 RESTRICTION ON DISCLOSURE AND USE OF DATA

Offerors who include in their proposals data that they do not want disclosed to the public or used by the Courts except for use in the procurement process shall so state in their proposal. 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 Courts.

I.4 EXAMINATION OF BOOKS AND RECORDS

The Contracting Officer or any of the Contracting Officer's duly authorized representatives shall, until three (3) years after final payment, have the right to examine any directly pertinent books, documents, papers and record of the Contractor involving transactions related to the 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 6th Street NW, 12th 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 Courts. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for Courts under this Contract, are works made for hire and are the sole property of Courts; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to Courts the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give Courts all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights 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 Courts until such time as Courts may have released such data to the public.
- I.7.4 The Contractor shall indemnify and save and hold harmless Courts, 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 Courts under any patent or be construed as affecting the scope of any license or other right otherwise granted to Courts 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 reproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

I.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 Courts 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 Courts 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 Courts.
- 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 Courts 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 Courts. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS WILL IN NO WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.

I.12.1 Measure of Payment

Courts 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 6th Street, N.W., 12th Floor
Washington, DC 20001
Phone: 202-879-8778
Kenneth.Evans@dccsystems.gov

I.12.4 Disclosure of Information

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

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	Courts Tax Exemption Certificate
J.17	Application for Payment
J.18	Davis Bacon Act and Davis Bacon Wage Rates (NOT APPLICABLE)
J.19	Contract Work Hours and Safety Standards Act (NOT APPLICABLE)
J.20	General Terms and Conditions for Construction (NOT APPLICABLE)
J.21	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.

EXCLUDED END PRODUCTS

COUNTRY OR ORIGIN

K.4 OFFICERS NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

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

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

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

K.6 TYPE OF BUSINESS ORGANIZATION

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

K.7 PAYMENT IDENTIFICATION NO.

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

Please list below applicable vendor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Dunn and Bradstreet Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

Fax Number: _____

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

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

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

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

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

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

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

K.9 Penalties for Misrepresentations

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

K.10 Standards of Responsibility

The prospective Contractor must demonstrate to the satisfaction of 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 Courts nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Offering Documents.

K.11.4 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 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, 12th Floor
Washington, DC 20001
E-mail address: kenneth.evans@dccsystems.gov

K.12.3 Any prospective Offeror desiring an explanation or Interpretation of this Solicitation must request it in writing by **September 14, 2023, @ 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. Courts decision of approval or disapproval of a proposed substitution shall be final.

K.13.3 If 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-175

Caption: Courts General Construction, Maintenance and Repair Services

Proposal Due Date & Time: September 22, 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. 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 6th Street, N.W., 12th Floor
Washington, D.C. 20001
202-876-8776

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

L.1.4.3 **Questions: Must be submitted no later than September 14, 2023, 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

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	General Information, Certifications, Affidavits, & Other Submissions
	<p data-bbox="500 1602 1388 1675">(Please refer Clause L.2.4 – General Information and Clause L.10 Certifications, Affidavits, & Other Submissions)</p> <ol data-bbox="487 1707 1388 1923" style="list-style-type: none"><li data-bbox="487 1707 1388 1812">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 data-bbox="487 1812 1388 1896">2. Name, Address, website address, telephone number, DUNS Number and federal tax identification number of the Offeror<li data-bbox="487 1896 1388 1923">3. Copy of any current license, permit, registration or certification to

	<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>7. Signed Attachments:</p>
Tab B	Experience and Past Performance
<u>30 Points</u>	<p>1. Provide three (3) General Construction Maintenance and Repair Services, for governmental or commercial clients, 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"> • 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 as one of the key personnel in response to this RFP.
Tab C	Proposed Team Organization and Key Personnel:
<u>40 Points</u>	<p>The COURTS'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"> • Identify proposed individuals who will be assigned as the Project Manager, Superintendent and Assistant Project Manager. Provide relevant experience and resume. • Provide an organizational chart which shows roles/responsibilities as well as specific discipline specialty for any subcontractor proposed to support this effort.

	<ul style="list-style-type: none"> 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 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 30 Points	Communication Approach Explain the processes for coordinating, implementing and documenting of services including at a minimum primary line of communication and reporting, coordination with the COTR and managing documentation.
Tab E 0 Points	Disclosure 1) Disclosure details of any legal action or litigation past or pending against the Offeror. 2) A statement that the Offeror knows of no conflict between its interests and those of the COURTS; and further that the Offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the COURTS. 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: NA

Tab A	PRICE
00 Points	Price Information -detailed price breakdown of all pricing sheets A. Section K, B. Attachment K.1

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) 30 Points

- L.2.5.1 Provide three (3) General Construction Maintenance and Repair Services, for governmental or commercial clients, 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) 40 Points :

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

- L.2.6.1 Identify proposed individual who will be assigned as the Project Manager, Superintendent, 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 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.2.8 **Communication Approach (TAB D) 30 Points**
- 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 COTR and managing documentation.
- L.2.9 Disclosure (TAB E):**
- 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 Courts; and further that the Offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of Courts;
- 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 (TAB): NA**
- L.2.11 **Volume II Price Proposal**
- L.2.11.1 **TAB A:** Completed and Signed copy of Section K – Contractor Rate Sheet.
- L.2.11.2 NA
- 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 confirmation to utilized RS Means rates + the Contractors specific detailed mark-up. 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 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 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 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 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 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 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 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 “5 POINT SAMPLE”

M.2.1 The Technical Rating Scale is as follows:

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

M.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 (_100_Points Maximum)

M.3.2 PRICE CRITERION (_00_Points Maximum) NA

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, Courts 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, Courts will determine if the Offeror provided pricing data in sufficient detail to fully support the offer and permit Courts 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 General Construction Maintenance and Repair services.

M4.5 The interviews will be held at the Court's office. Occasionally, and in special circumstances, phone interviews may be conducted. The interviews will be brief, usually lasting only 30 to 60 minutes.

M.4.6 Following the interviews, the Selection Committee will recommend, in order of preference, the offerors that considered to be the most highly qualified to perform the services.