

SOLICITATION, OFFER, AND AWARD			DC Courts Third Party and Special Inspection Services			Page of Pages																									
					1		45																								
2. Reference Number 0016-00-100-4		3. Solicitation Number DCSC-26-RFP-064		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP)		5. Date Issued 04/10/2026	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 510 4th Street N.W., Suite 214 Washington, D.C. 20001				8. Address Offer to: District of Columbia Courts Administrative Services Division Procurement and Contracts Branch 510 4th Street N.W., Suite 326 Washington, D.C. 20001 ATTN: Kenneth L. Evans Jr																											
NOTE: In the sealed bid, solicitations "offer" or "Contractor" means "bid or "bidder."																															
SOLICITATION																															
9. THE DISTRICT OF COLUMBIA COURTS REQUIRES PERFORMANCE OF THE WORKS DESCRIBED IN THESE DOCUMENTS (Title, date) A Pre-Proposal Teleconference will be held on Friday, April 17, 2026 at 9:30 AM local time. The Site Visit will be held on N/A local time. Offerors shall provide the following information no later than Tuesday, April 14, 2026 , for all participants to (e-mail): kenneth.evans@dccsystem.gov a) Full name of the attendee b) Name of the company the attendee is affiliated with c) and email address																															
10. The Contracting Officer shall issue the Notice to Proceed no later than 90 calendar days after contract award.																															
11. THE CONTRACTOR MUST FURNISH ANY REQUIRED BID, PERFORMANCE, PAYMENT AND WARRANTY BONDS <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;">Bid Bond</td> <td style="width:10%;">Yes</td> <td style="width:10%;">No</td> <td style="width:10%;">NA</td> <td style="width:10%;">%</td> <td style="width:10%;">of the total amount of their proposal</td> <td style="width:10%;"></td> <td style="width:10%;"></td> </tr> <tr> <td>Performance and Payment Bond</td> <td>Yes</td> <td>No</td> <td>NA</td> <td>%</td> <td>Within 5</td> <td>Calendar days after receiving the notice to proceed</td> <td></td> </tr> <tr> <td>Warranty Bond</td> <td>Yes</td> <td>No</td> <td>NA</td> <td>%</td> <td>Within N/A</td> <td>Calendar days after final acceptance</td> <td></td> </tr> </table>								Bid Bond	Yes	No	NA	%	of the total amount of their proposal			Performance and Payment Bond	Yes	No	NA	%	Within 5	Calendar days after receiving the notice to proceed		Warranty Bond	Yes	No	NA	%	Within N/A	Calendar days after final acceptance	
Bid Bond	Yes	No	NA	%	of the total amount of their proposal																										
Performance and Payment Bond	Yes	No	NA	%	Within 5	Calendar days after receiving the notice to proceed																									
Warranty Bond	Yes	No	NA	%	Within N/A	Calendar days after final acceptance																									
12. ADDITIONAL SOLICITATION REQUIREMENTS: a. Sealed offers in original and <u>5</u> copies to perform the work required are due at the place specified in Item 8 by Friday, May 8, 2026, at 3:00 PM (date). b. Proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal." c. A separate electronic copy (USB Drive) of the entire proposal should accompany the package. d. Sealed envelopes shall be marked to show the Offeror's name and address, the solicitation number, and the date and time offers are due. e. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. CAUTION: See Section L for Proposal submission date and time, and late submissions, late modification, withdrawal or modification of proposals and late proposals. All offers are subject to all terms & conditions contained in the solicitation																															
13. For Information Contact		A. Name Kenneth L. Evans Jr		B. Telephone (Area Code) (Number) (Ext) (202) 879-8776		C. E-mail Address kenneth.evans@dccsystem.gov																									
14. Table of Contents																															
(X)	Section	Description	Page No.	(X)	Section	Description	Page No.																								
PART I – THE SCHEDULE				PART II – CONTRACT CLAUSES																											
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	24																								
X	B	Supplies or Services and Price/Cost	2	PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS																											
X	C	Specifications/Work Statement	4	X	J	List of Attachments	29																								
X	D	Packaging and Marking	8	PART IV – REPRESENTATIONS AND INSTRUCTIONS																											
X	E	Inspection and Acceptance	9	Representations, certification and other statements of Contractors																											
X	F	Deliveries or Performance	10																												
X	G	Contract Administration Data	14	X	L	Instructions, conditions & notices to Contractors	35																								
X	H	Special Contract Requirements	20	X	M	Evaluation factors for award	43																								
15. In conjunction with the above, the undersigned agrees, if this offer is accepted within <u>120</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 Contracting Officer 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 (DCC) office of Contracting and Procurement, on behalf of Capital Projects and Facilities Management Division (CPFMD), is seeking contractors to provide Third-Party Inspection services and special material testing as certified by the District of Columbia Department of Buildings (DOB).

B.2 CONTRACT TYPE

The DCC contemplates award of a Single (1) Indefinite Delivery Indefinite Quantity (IDIQ) contract. Each Task Order (TO) will be negotiated and awarded as a Firm-Fixed-Price (FFP) contract.

B.2.1 IDIQ MINIMUM AND MAXIMUM AMOUNTS

- A. The IDIQ holder is entitled to a minimum guarantee of \$10,000.00 over the potential five (5) year contract term consisting of a one-year base period + four (4) one-year option periods. 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 \$150,000 per contract year. The maximum amount (capacity) of the IDIQ awarded is anticipated to be \$750,000 for all TOs issued over the potential five (5) year contract term, consisting of a one-year base period and four (4) one-year option periods, however, the DCC reserves the right to award TOs in excess of the anticipated limit.

B.3 PRICING

- A. **Attachment K Offeror's Pricing Schedules List and Professional Fees**
- B. Pricing Breakdown:
Offeror's pricing shall include the professional services necessary to perform the services anticipated in the individual TOs of the IDIQ contract. Professional services at a minimum shall include the services outlined in Section C of this document. Additional instructions are provided in Section L of this document.
- C. The price for the option period shall be as specified in Section J.11 of the contract.

B.4 AUTHORIZED WORKDAY / WEEK

- B.4.1** The Contractor should build their construction schedule reflect weekday work from 6 PM to 6 AM (Monday-Friday) and align with the General Contractor (GC)'s work schedule. Some work will be required to be performed on the weekend. Weekend work will require a work plan to be submitted and approved in advance. Weekend hours are typically 7 AM to 7 PM unless limited or prohibited by Court's weekend activities.

- B.4.2** Legal holidays: No work shall be done at any time on legal holidays.

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

B.4.3 Weekend and Weekday Overtime work hours; contractor is not entitled to overtime pay and must coordinate with security. Security is also needed for entrance into any secure area.

END OF SECTION B

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The DCC is seeking a qualified contractor to provide DOB certified Third-Party Inspection services and special material testing as specified in this solicitation to support the Judiciary Square campus and leased buildings.

C.2 APPLICABLE DOCUMENTS

Item No.	Document Type	Title	Date
J.22		District of Columbia Third Party Program Procedure Manual	May 15, 2023

Refer to *Attachment J.22 District of Columbia Third Party Program Procedure Manual revised May 15, 2023*, and *Section J: Attachments*.

C.3 DEFINITIONS

Pass-through charges: 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.”

C.4 BACKGROUND

C.4.1 The DCC is comprised of the DC Court of Appeals, the DC Superior Court, and the DC Court System. The CPFMD is part of the DC Court System providing shared services to the DC Court of Appeals and the DC Superior Court. The DCC currently maintain 1.5 million gross square feet (GSF) of space within six (6) Courts-owned buildings in Judiciary Square and the grounds. The DCC Judiciary Square campus is comprised of the following six (6) Courts buildings and an underground garage:

Address	Building Name	Occupiable SF (OSF)	Gross SF (GSF)
500 Indiana Avenue NW	H. Carl Moultrie Courthouse (HCMC)	495,265	909,400
515 5th St. NW	Building A	66,237	123,900
510 4th St. NW	Building B	68,272	122,500
410 E St. NW	Building C	28,979	54,000
430 E St. NW	Building D / Historic Courthouse	58,642	146,550
515 D St. NW	Recorder of Deeds (ROD)	33,435	44,600
449 5th St. NW	Southwest Garage	250 Parking Spaces	101,200

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

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

- Six (6) satellite offices throughout the District of Columbia – known as BARJ (Balanced and Restorative Justice Program) satellite offices (total 42,500 OSF).
 - 1110 V St. SE - known as BARJ Southeast Satellite (4,840 OSF)
 - 2527 Reed St. NE - known as BARJ Northeast Satellite (20,109 OSF)
 - 4209 9th St. NW - known as BARJ Northwest Satellite (9,494 OSF)
 - 920-930 Rhode Island Avenue NE - known as Status Offender and Behavioral Health Satellite office (shares lease with BARJ Northeast satellite)
 - 118 Q St. NE - known as Leaders in Solidarity satellite office (8,063 OSF)
 - 2041 Martin Luther King Jr. Avenue SE - known as the Domestic Violence Satellite Office (3,045 OSF)
 - 6217 Columbia Park Road, Cheverly, MD – known as Warehouse facility (24,390 OSF)
 - Disaster Recovery (DR) site located in Germantown, MD. DCC lease rack space for IT back-up servers.

C.5 REQUIREMENTS

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

C.5.1 THIRD-PARTY INSPECTION AND SPECIAL MATERIAL TESTING SERVICES

Third-Party Code Inspectors shall ensure that construction is performed in accordance with all applicable local, national and international building codes. The Third-Party Code Inspectors shall possess in-depth knowledge and shall be proficient in interpreting drawings, specification, and product data for materials and equipment.

- Elevators
- Construction
- Mechanical
- Plumbing
- Electrical
- Fire and Life Safety
- Special Material Testing
- Specialty and other disciplines as approved by DOB

C.5.2 The Contractor shall ensure all inspectors are certified by DOB to provide all required Construction Inspection Services.

C.5.3 The Contractor shall ensure all inspection services are conducted in accordance with the DOB Plan Review Procedure Manual, applicable regulations and statutes. Refer to *Attachment J.22 District of Columbia Third Party Program Procedure Manual revised May 15, 2023*.

C.5.4 Third-Party Inspectors shall complete and submit all inspection reports through the DCC Project Management Information System (PMIS), Procore, using the Inspections module. Refer to *Attachment J.23: Sample Third Party Code Compliance Field Report* for sample report template.

Non-compliance logs shall be attached to each inspection report submitted to the PMIS Procure. The Offeror shall use this medium for the project submissions, documentation, communication, transmittals, submittals, and storage and management of common documents. The Offeror is solely responsible for furnishing hardware and software required for access to the project management system and for maintaining the internet connectivity required to effectively utilize the system.

C.5.5 Inspection services shall be required during both normal business hours and off hours. Normal business working hours are from 6:00AM to 6:00PM. Off-hour support is from 6:00PM to 6:00AM (Monday-Friday) and weekend hours are typically from 7:00AM to 7:00PM.

C.6 PROFESSIONAL RESPONSIBILITIES:

- a. The Offeror shall provide the professional Third-Party Inspection services consistent with the professional skill, and diligence ordinarily exercised by Third-Party Inspection professionals practicing in the District of Columbia under similar circumstances.
- b. Offeror agrees to perform services provided under any TO to be in compliance with all applicable national, federal, state, municipal, and DC laws, regulations, codes, ordinances, and orders as well as those who shall be of any other authority having jurisdiction over a project related to such services.
- c. Offeror shall designate a representative primarily responsible for the services provided under this IDIQ contract and shall be available to support all TO deliverables and the DCC. The designated representative shall not be changed without prior written approval of the DCC.

C.7 DIVISION OF RESPONSIBILITIES

C.7.1 Contractor Responsibilities: The successful Contractor shall be responsible for performing all the work stipulated in this Solicitation.

C.7.2 Construction Manager (CMA): A CMA shall be assigned to represent the Courts as the onsite representative. The CMA shall perform oversight responsibilities, including management and construction oversight of the Contractor's operations and shall ensure that the final project results satisfy the Courts and that the Contractor meets all contract requirements. The CMA shall oversee, inform, and advise the Courts regarding the Contractor's conformance or nonconformance with contract requirements.

C.7.3 Owner: The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in this document, the Architect and CMA shall not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. The term "Court" shall, unless otherwise defined elsewhere in this contract, mean the Superior Court of the District of Columbia, the District of Columbia Court of Appeals, or the District of Columbia Court System. The term "District of Columbia Government" means all branches of the government of the District of Columbia, including the District of Columbia Courts.

C.7.4 Contracting Officer (CO): The DC Courts' Contracting Officer who possesses the appropriate contracting authority is the only DC Courts official authorized to contractually bind the DC Courts through the execution of contract documents.

C.7.5 Contracting Officer’s Technical Representative (COTR): The COTR is responsible for the general administration of the contract and for advising the Contracting Officer regarding the Offeror’s performance or nonperformance of contract requirements. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract.

C.8 TO PROCESS

C.8.1 REQUEST FOR TO PROPOSAL

After developing the Scope of Work (SOW) for a TO, the DCC shall solicit price proposals through the IDIQ contract. Each TO shall be negotiated and awarded as Firm-Fixed-Price (FFP) contract.

1. Request for TO Proposal – The DCC’s Contracting Officer shall transmit the SOW and other applicable requirements to the Offerors via a TO Request for Proposal (TRFP).
2. Response to TO Proposals – TO Proposals submitted in response to a TRFP shall be delivered to the CO within five (5) working days, unless otherwise specified by the CO. Each TO Proposal shall include, at a minimum, the following information:
 - a. A brief description of the proposed services
 - b. Price Proposal (native excel file)

C.8.3 ISSUANCE AND ADMINISTRATION OF TO(S)

1. Issuance of TO - Individual TO proposals shall be evaluated and negotiated based on the SOW provided with the TRFP letter. The DCC is under no obligation to issue TOs to the Offeror. No compensation shall be provided for any time, efforts, or costs incurred in the preparation of proposals, estimates, or negotiations. If an agreement cannot be reached, the Court may elect to initiate negotiations with the next IDIQ contract holder, until an agreement is reached.
2. Upon issuance of a written Notice to Proceed (NTP) for a Task, the Offeror shall complete the work within the owner-specified schedule limits specified in the TO.
3. Invoicing TOs - Offeror shall submit invoices to the DCC upon achievement of approved milestones, subject to the review and approval by the COTR. Any discrepancies shall be resolved by the CO, whose decision shall be final.
 - a. The Offeror shall obtain written authorization in the form of a contract modification signed by the CO prior to implementing any change to the SOW.

END OF SECTION C

SECTION D: PACKAGING AND MARKING

D.1 All packaging and marking requirements for this contract shall, unless otherwise specified, be prepared and submitted by the Contractor to the DCC. Each document submitted under this contract shall include the following information on the cover:

- a) Name and Business Address of the Contractor
- b) Contract Number
- c) Contract Title
- d) TO Number and Description
- e) Point of Contact
- f) Purchase Order (PO) Number
- g) Date of transmittal

END OF SECTION D

SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES

- E.1.1 As used in this clause, “Services” include all services performed, workmanship, and materials furnished or utilized in the performance of the contract.
- E.1.2 The Contractor shall establish, maintain, and operate an inspection system acceptable to the Court that covers all services under this contract. Complete records of all inspection activities performed by the Contractor shall be maintained and made available to the Court during contract performance and such additional periods as required by the contract. The COTR is delegated the authority to inspect and accept all services, reports, and required deliverables or outputs, with the advice or assistance of the oversight independent contractor.
- E.1.3 The Court has the right to inspect and test all services called for by the contract, to the extent practicable, at any time, and at any place during the term of the contract. Such inspections and tests shall be conducted in a manner that does not unduly delay the work.
- E.1.4 If the Court conducts inspections or tests at the premises of the Contractor or any subcontractor, the Contractor shall furnish, at no additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E.1.5 If any services do not conform to the contract requirements; the Courts may require the Contractor to re-perform the services in conformity with the contract requirements at no increase in the contract price. If the defects cannot be corrected by re-performance, the Courts may:
- A) Require the Contractor to take all necessary actions to ensure future performance conforms to contract requirements; and/or
 - B) Reduce the contract price to reflect the reduced value of the nonconforming services performed.
- E.1.6 If the Contractor fails to promptly re-perform the services or to take the necessary corrective action to ensure future performance in accordance with contract requirements, the Courts may:
- (1) Perform the services by contract or otherwise, and charge the Contractor for any costs incurred by the Court that are directly related to the performance; 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 contract will be for a one-year base period and four (4) one-year option periods. The IDIQ contract runs from the date of award through the end of the base year and any options that are exercised.
- F.1.2** All TOs must be issued during the base year or option years only. While the Period of Performance (POP) for a TO may extend beyond the final option year exercised. A TO cannot be issued outside the base year or exercised option years.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

- F.2.1** The Courts may extend the term of this contract for a period of one (1) year per option, up to four (4) times, or for successive fractions thereof, by providing written notice to the Contractor prior to the expiration of the contract. The Courts will provide the Contractor with preliminary written notice of its intent to extend the Contract at least thirty (30) days before the contract expires; such preliminary notice does not obligate the Courts to exercise the option. The exercise of any option is subject to the availability of funds at the time the option is exercised. The Contractor may waive the thirty (30) day preliminary notice requirement by submitting a written waiver to the Contracting Officer prior to expiration of the contract.
- F.2.2** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years from the date of award

F.3 DELIVERABLES

- F.3.1** All deliverables shall be as identified in each TO. The Offeror shall furnish all office supplies, materials, equipment, and employees required to meet and perform the requirements of each TO. The Contractor shall provide the DCC's COTR all deliverables with the following:
- A. Native file format,
 - B. Electronic PDF format;
- F.3.2** Inspection Reports must comply with DOB requirements and include, at a minimum, the following:
- Project Name
 - Contract Number (including TO number)
 - DOB Building Permit Number
 - Time
 - Weather
 - Hours
 - Location of Inspection
 - Type of Inspection
 - Summary of Services Performed
 - Non-compliance Log

F.3 STANDARD OF PERFORMANCE

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

Performance Metric	Required Service	Performance Indicator	Monitoring Method
Accuracy/ Completeness/ Technical Proficiency	All work products shall be complete, accurate, and performed with techniques commensurate to the SOW.	Draft and final work products shall be complete and accurate and be prepared in a technically competent and appropriate manner.	The COTR will review work products, which may include external peer review of deliverables, and the DCC reserves the right to conduct inspections and audits as necessary to ensure that the Contractor's services conform to the requirements of the applicable TO.
Timeliness	All work products, including interim and final deliverables, shall be completed in accordance with the schedule to allow the DCC to use them most effectively.	Contractor's deliverables shall be provided in accordance with the schedule set forth in the contract and any schedules accepted by the Courts, unless otherwise modified with the concurrence of the COTR.	The COTR will review deliverables based on the schedule and due dates defined in the TO and any updates accepted by the DCC during the contract period.
Responsiveness	The Contractor shall be responsive to requests for clarification of submitted work products and to refinements to the work based on changing needs, provided such refinements are within the SOW.	The Contractor shall provide requested information and make adjustments to work products that benefit the DCC in a timely manner without undue delay.	The COTR will review the Contractor's ability to adjust task work in response to changing conditions, needs, and unforeseen circumstances.

Performance Metric	Required Service	Performance Indicator	Monitoring Method
Communication	The Contractor shall proactively keep the DCC informed of all issues related to the performance of the task, including, but not limited to work progress, any issues affecting the Contractor's ability to meet schedule or budget requirements and, any unforeseen logistical issues.	The Contractor shall provides regular updates on the progress of work under the TO and promptly notify the COTR of any unanticipated circumstances that affect the program scope, schedule, budget, or operational logistics.	The COTR will review both regular and ad hoc updates, as well as other project-related communications.

F.4 KEY PERSONNEL - ROLES AND RESPONSIBILITIES

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

- a) Project Manager
- b) Building Professional-in-charge
- c) Mechanical Inspector
- d) Electrical Inspector
- e) Fire Protection Inspector

One individual may serve in more than one key role, including Project Manager and Building Professional-in-Charge, provided the Offeror clearly demonstrates that the individual is qualified to perform all assigned responsibilities and that adequate capacity and oversight will be maintained, subject to the approval of the Courts. The DCC reserves the right to reject proposed dual-role assignments that are deemed insufficient to meet the inspection demands of a specific project.

F.4.1 CHANGES TO KEY PERSONNEL

The personnel identified above are deemed key team personnel for the successful performance of a typical third-party TO contract. The Offeror shall notify the CO and the COTR as soon as possible of any proposed substitutions. No replacement shall be made by the Offeror without the prior written consent of the CO.

F.4.2 QUALIFICATIONS FOR KEY PERSONNEL

Resumes submitted by the Offeror shall include years of experience, a summary of experience relevant to the DCC's facilities and requirements, education, professional credentials, registrations, certifications, and any awards and industry recognition. Key personnel are expected to fulfill the responsibilities described herein, meet the following minimum qualification requirements, and possess the required credentials:

- A. Project Manager (PM): The PM shall serve as the lead Third-Party Code Inspection representative and the primary point of contact for the Third-Party Code Inspection team.

The PM is responsible for ensuring the delivery of the inspection services under the contract and shall lead the team in scheduling the appropriate inspectors and recommending approvals or rejections of inspection. The PM shall notify the general contractor and the DC Courts' team, both orally and in writing, when unsafe working conditions are observed, and shall complete written inspection reports for each inspection performed.

- B. Building Professional-in-Charge: Comply with the latest published version of the District of Columbia Third-Party Program Procedure Manual
- C. Mechanical Inspector: Comply with the latest published version of the District of Columbia Third-Party Program Procedure Manual
- D. Electrical Inspector: Comply with the latest published version of the District of Columbia Third-Party Program Procedure Manual
- E. Fire Protection Inspector: Comply with the latest published version of the District of Columbia Third-Party Program Procedure Manual

END OF SECTION F

SECTION G: CONTRACT ADMINISTRATION

G.1 PAYMENT/INVOICES

- G.1.1 The Courts will make invoice payments under the terms and conditions specified in the contract. The Contractor will be compensated upon completion and acceptance of the work as specified in the contract. Payments shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. The contractor shall be compensated as set forth below.
- G.1.2 Effective June 8, 2018 all invoices and payment request shall be submitted electronically through the U.S. Department of the Treasury's **Invoice Processing Platform (IPP)** System using the "Bill to Agency" of Interior Business Center-FMD. The IPP website address is <https://www.ipp.gov>. In addition, it is the vendor's (Contractor's) 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 (PO) award, in order to receive payment, the Contractor must use the IPP website to register, access, and submit 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 Contractor's electronic invoice shall include the following information:
- Name and address of the Contractor
 - Contract number
 - Project name and address
 - TO (TO) number
 - Purchase Order (PO) number
 - Invoice date
 - Invoice number
 - Name of the Contracting Officer Technical Representative (COTR)
 - COTR email address
 - Description, quantity, unit of measure, and extended price of the services or supplies rendered
 - Original contract sum, change order value, sum to date, total complete to date, current payment due, and balance to finish
- 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 COTR shall review each electronic invoice for certification of receipt of satisfactory services prior to authorization of payment.
- G.1.7 The invoice forms 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	

Description	Contract Quantity	Unit	Contract Rate	Contract Total	Amount Completed Previously	Amount Completed This Period	Balance to Finish
Code Compliance Inspection	X	Visits	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX
Project Manager Visit	X	Hours	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX
TOTAL	--	--	--	\$XXX.XX	\$XXX.XX	\$XXX.XX	\$XXX.XX

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

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

NAME: _____
 TITLE: _____
 DATE: _____

G.2 PROMPT PAYMENT ACT

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

G.2.1 TAX EXEMPT

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

G.3 BILLING/ PAYMENT CERTIFICATION

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

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

G.3.3 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. One Application for Payment is required per TO, not an aggregate of all TOs in one Application for Payment.

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.

G.3.5 In the event DCC choose to delete specific portions of work, these identified and approved costs will be the firm costs deleted from the contract SOW. The contractor will not be allowed to modify these costs at a later date when determining potential contract cost credits.

G.3.6 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.3.7 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.3.8 TITLE, LIABILITY, AND RESERVATION OF RIGHTS

All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as—

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

G.4 AUDITS

- G.4.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the Courts and a discrepancy of overpayment is found, the Courts shall be reimbursed for said overpayment within thirty (30) calendar days after written notification.

G.5 CONTRACTING OFFICER AND CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.5.1 CONTRACTING OFFICER (CO)

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

Geoffrey A. Mack, CO
CC: Kenneth L. Evans Jr
Senior Contract Specialist
District of Columbia Courts
510 4th Street N.W., Suite 326
Washington, D.C. 20001
kenneth.evans@dccsystem.gov

G.5.2 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:

Aimee Miller
District of Columbia Courts
Capital Projects and Facilities Management Division
510 4th Street N.W., Suite 214
Washington, D.C. 20001
aimee.miller@dccsystem.gov

G.6 AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER

- G.6.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

G.6.2 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.6.3 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.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.7.1 The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

- a. Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- b. Perform or cause to be performed, inspections necessary in connection with above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- c. Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.
- d. Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
- e. Monitor the Contractor's performance 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 or problems.
- f. Obtain necessary permits and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government-furnished property is available when required.

G.7.2 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.7.3 Coordinating site entry for Contractor personnel, if applicable;

G.7.4 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.7.5 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the Courts payment provisions; and

G.7.6 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.7.7 The address and email of the COTR is:

Aimee Miller
District of Columbia Courts
Capital Projects and Facilities Management Division
510 4th Street N.W., Suite 214

Washington, D.C. 20001
aimee.miller@dccsystem.gov

- G.7.8 The COTR shall NOT have the authority to:
- a. To award, agree to or sign any contract, delivery order, or TO. Only the CO shall make contractual agreements, commitments or modifications;
 - b. Grant deviations from or waive any of the terms and conditions of the contract;
 - c. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
 - d. Authorize the expenditure of funds by the Contractor;
 - e. Change the period of performance; or
 - f. Authorize the use of Courts property, except as specified in the contract.
- G.7.9 **THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.**

END OF SECTION G

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 OFFEROR REQUIREMENTS

The DCC will consider only those firms that are able to demonstrate compliance with the following minimum qualifications requirements:

H.1.1 EXPERIENCE

- The firm shall employ licensed engineers, architects, or other qualified professionals with relevant education in civil, structural, or architectural engineering. Firms with personnel holding relevant academic backgrounds in these disciplines are preferred. The firm and/or its assigned key personnel shall hold a current certification with the Department of Buildings (DOB), required. The firm shall demonstrate a working knowledge of applicable local, national, and international building codes, as supported by prior project experience. The firm shall have demonstrated experience reading, interpreting, and working across all divisions of construction documents on comparable projects. The firm shall have prior experience providing commissioning, inspection, or special inspection services on projects of similar scope. Experience with courthouse facilities, historic structures, and occupied facilities undergoing modernization is desired. The firm shall have demonstrated experience coordinating directly with general contractors and subcontractors in a third-party inspection or oversight capacity. The firm shall demonstrate a track record of effective communication and coordination with clients, building personnel, contractors, and consultants, as supported through references or prior project documentation. All firm personnel assigned to this contract shall have completed OSHA 10-Hour Construction Course Training at minimum. Documentation shall be provided upon request. The firm shall demonstrate organizational proficiency in Microsoft Office applications, including Word, Excel, and Outlook, and shall have the capability to utilize a Project Management Information System (PMIS). Experience with a PMIS is required. DCC prefers firms who have successfully provided third-party inspection and special inspection services to other government agencies within the last ten (10) years from the date of the proposal submission. Firms with demonstrated government agency experience will be rated more favorably.

H.1.2 CAPACITY

Firms shall have the capacity to deliver the required services for multiple concurrent TOs. Third-Party Code Inspector(s) shall submit inspection reports within two (2) business days of each inspection to the construction project COTR and (CMA) representative. The Third-Party Code Inspector(s) shall be available to perform site inspections within 72 hours of a request.

H.2 OTHER CONTRACTORS AND CONSULTANTS

H.2.1 The Contractor shall not commit or permit any act that interferes with the performance of work by any other DCC Contractor or by any DCC employee.

H.2.2 Any contractors or consultants that assisted in the preparation of the RFP shall not participate in the resulting proposal and shall not assist in the successful contractor in implementing the contract in any consulting capacity.

H.3 DISCLOSURE OF INFORMATION

- H.3.1 Any information made available by the District of Columbia Courts shall be used only for the purposes of carrying out the provisions of this contract and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.
- H.3.2 In performance of this Contract, the Contractor agrees to assume responsibility for protection of the confidentiality of DCC records and that all work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.
- H.3.3 Each office or employee of the Contractor to whom information may be available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.
- H.3.4 No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than the District of Columbia Courts officials unless written approval is obtained in advance from the Contracting Officer.

H.4 DC COURTS' RESPONSIBILITIES

The DCC will provide the Contractor with access to the available building site and building documents relevant to the TO assigned to the Contractor.

H.5 SECURITY REQUIREMENTS

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

H.6 CONTRACTOR MANAGEMENT RESPONSIBILITY

The Contractor's Project Manager shall serve as the Contractor's Authorized Representative for the technical and administrative performance of all services required hereunder. The PM shall be the single point of contact through whom all Contractor and Court communications, work, coordination and technical direction shall flow.

H.7 SUSPENSION OF THE WORK

- (a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or

interrupt all or any part of the work of this contract for the period that the CO determines appropriate for the convenience of the DCC.

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

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

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

H.8 USE OF PREMISES

H.8.1 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.

H.8.2 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.

H.8.3 The Contractor shall use only such entrances to the work area as designated by the COTR.

H.8.4 Any work, once started, shall be completed as rapidly as possible and without unnecessary delay.

H.8.5 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

H.9.1 Contractor will be given access to all buildings where work will be performed.

H.9.2 Contractor will be given access to buildings only on Monday through Friday of each week.

H.9.3 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.

H.9.4 Should the Contractor desire to work on Saturdays, Sundays, or holidays, the Contractor must

obtain prior written permission from the COTR or the COTR's designee. If such permission is granted, all work performed shall be at no additional cost 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

H.11.1 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."

H.11.2 GENERAL

The Offeror's proposal shall exclude excessive pass-through charges.

H.11.3 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).

SECTION I: CONTRACT CLAUSES

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

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

I.2 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

I.3 DISPUTES

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

I.4 EXAMINATION OF BOOKS AND RECORDS

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

I.5 RECORD KEEPING

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

I.6 PROTEST

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 (<https://www.dccourts.gov/sites/default/files/divisionspdfs/DCCourtsProcurementGuidelines.pdf>). 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 A. Mack, CO
CC: Kenneth L. Evans Jr
Senior Contract Specialist
Administrative Services Division
District of Columbia Courts
510 4th Street N.W., Suite 326
Washington, D.C. 20001
kenneth.evans@dccsystem.gov

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

I.7 RIGHTS IN DATA

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

I.8 CANCELLATION CEILING

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

I.9 DEBRIEFING

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

I.10 INSURANCE

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.10.1 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.10.2 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.10.3 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.10.4 PROFESSIONAL LIABILITY:

The Contractor shall obtain and maintain from and after the date of the Contract the following insurance: Professional Liability (“PL”) Insurance on an occurrence basis to protect the DCC against liability relative to the risks assumed and agree to allocate certain of the associated risks. Coverage limits are required as follows (unless otherwise specified by the Procurement Officer):

Limited to the greater of \$50,000 or the Contractor’s fee for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of the Contractor’s services or this agreement.

Consequential Damages: Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

Testing and Observations: DCC understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. The Contractor will provide test results and opinions based on tests and field observations only for the work tested. DCC understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate - project risk.

DCC shall cause all tests and inspections of the site, materials, and Services performed by the Contractor to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and the Contractor’s recommendations.

No claims for loss or damage or injury shall be brought against the Contractor by DCC or any third party unless all tests and inspections have been so performed and the Contractor’s recommendations have been followed.

Unless otherwise stated in the Proposal, DCC assumes sole responsibility for determining whether the quantity and the nature of Services ordered by DCC is adequate and sufficient for DCC’s intended purpose. DCC is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling the Contractor so the Contractor can perform these Services.

The Contractor is not responsible for damages caused by services not performed due to a failure to request or schedule the Contractor’s services. The Contractor shall not be responsible for the quality and completeness of DCC’s GC’s work or their adherence to the project documents, and the Contractor’s performance of testing and observation services shall not relieve DCC’s GC in any from its responsibility for defects discovered in its work, or create a warranty or guarantee.

The Contractor will not supervise or direct the work performed by DCC’s GC or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.

I.11 DURATION

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

I.12 LIABILITY

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

I.12.1 MEASURE OF PAYMENT

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

I.12.2 NOTIFICATION

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

I.12.3 CERTIFICATES OF INSURANCE

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

Kenneth L. Evans Jr
Senior Contract Specialist
510 4th Street, N.W., Suite 326
Washington, DC 20001
Phone: 202-879-8778
kenneth.evans@dccsystem.gov

I.12.4 DISCLOSURE OF INFORMATION

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

END OF SECTION I

SECTION J: ATTACHMENTS

Attachment Number	Document
J.1	General Provisions Applicable to District of Columbia Courts Contract
J.2	Anti-Collusion Statement
J.3	Ethics in Public Contracting
J.4	Non-Discrimination
J.5	Certification of Eligibility
J.6	Tax Certification Affidavit
J.7	Certification Regarding a Drug-Free Workplace
J.8	Release of Claims
J.9	Payment to Subcontractors and Suppliers Certificate
J.10	District of Columbia Courts Sexual Harassment Policy
J.11	Not Applicable
J.12	Not Applicable
J.13	Not Applicable
J.14	Not Applicable
J.15	Not Applicable
J.16	Not Applicable
J.17	Application for Payment
J.18	Davis Bacon Act and Davis Bacon Wage Rates
J.19	Not Applicable
J.20	Not Applicable
J.21	DC Courts Past Performance Questionnaire
J.22	District of Columbia Third Party Program Procedure Manual revised May 15, 2023
J.23	Sample Third Party Code Compliance Field Report
K.1	Offerors Pricing Schedules List and Professional Fees

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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

K.2 WALSH-HEALY ACT

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

(a) Regular Dealer

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

(b) Manufacturer

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

K.3 BUY AMERICAN CERTIFICATION

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

EXCLUDED END PRODUCTS	COUNTRY OR ORIGIN

K.4 OFFICERS NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

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

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

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature on the offer is considered to be a certification by the signatory that:
 - (1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;
 - (2) The prices in this bid have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other bidder or competitor before offer opening unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory;
 - (1) Is the person in the Offeror’s organization responsible for determining the prices being offered in this bid, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or

 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above: _____
(insert full name or person(s) in the organization responsible for determining the prices offered in this bid and the title of his or her position in the Offeror’s organization);

 - (ii) As an authorized agent does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and

 - (iii) As an agent has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.

- (c) If Offeror deletes or modifies subparagraph (a) (2) above, the Offeror must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

K.6 TYPE OF BUSINESS ORGANIZATION

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

K.7 PAYMENT IDENTIFICATION NO.

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

Please list below applicable vendor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Dunn and Bradstreet Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

Fax Number: _____

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

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

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

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

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

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

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

K.9 Penalties for Misrepresentations

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

K.10 Standards of Responsibility

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

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

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

K.11 OFFERING DOCUMENTS/COPIES

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

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

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

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

K.12 INTERPRETATIONS OR CORRECTIONS OF OFFERING DOCUMENTS

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

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

Kenneth L. Evans Jr
Senior Contract Specialist
District of Columbia Courts
510 4th Street, N.W., Suite 326
Washington, DC 20001
E-mail address: kenneth.evans@dccsystem.gov

K.12.3 Any prospective Offeror desiring an explanation or Interpretation of this Solicitation must request it in writing by **April 17, 2026, @ 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 AMENDMENTS

K.13.1 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.13.2 Copies of Amendments will be made available for inspection wherever Offering Documents are on file for clarification.

K.13.3 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.13.4 Prior to submitting an Offer, each Offeror shall ascertain all Amendments issued, and acknowledge their receipt in the Offer.

END OF SECTION K

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-26-RFP-064

Caption: DC Courts Third Party and Special Inspection Services

Proposal Due Date & Time: May 8, 2026, NO LATER THAN 3:00 P.M.

L.1.3 Offerors may submit Proposals either by hand delivery/courier services. Offerors submitting their proposals by hand delivery/courier services must hand deliver their proposals to the following address:

Attn: Kenneth L Evans Jr
Senior Contract Specialist
District of Columbia Courts
Administrative Services Division
510 4th Street, N.W., 3rd Floor.
Washington, D.C. 20001

L.1.4 **Late Proposals will not be accepted.**

L.1.5 **Questions: Must be submitted no later than April 23, 2026, at 3:00 PM**

L.1.6 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
kenneth.evans@dccsystem.gov

L.2 CONFIDENTIALITY OF SUBMITTED INFORMATION

L.2.1 Offerors who include in their proposals data that they do not want disclosed to the public or used by the District of Columbia Courts except for use in the procurement process shall mark the title page of the proposal document with the following legend:

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

L.2.2 The specific information within the proposal which the Offeror is making subject to this restriction announced on the title page must be noted on the individual pages which contain it. The Offeror shall mark each page containing confidential information or data it wishes to restrict with the following text:

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

L.2.3 Note that the District of Columbia Courts shall have the right to duplicate, use, or disclose the data to the extent consistent with the Court’s internal needs in the procurement process. The Courts may, without permission of the Offeror, use, without restriction, information contained in this proposal package if it is obtained from another source.

L.3 PROPOSAL INFORMATION AND FORMAT:

L.3.1 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.3.2 Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of Offeror’s capabilities to satisfy the requirements of this RFP. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered. The proposal shall be prepared in two volumes. These shall be submitted in loose-leaf, three-ring notebooks for each copy of Volume I – Technical Proposal, and for each copy of Volume II - Price Proposal. See also, clause L.3.2.2 – 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.3.2.1 Volume I - Technical Proposal shall comprise the following tabs and information:

Tab A	<p>General Information, Certifications, Affidavits, & Other Submissions</p> <p>(Please refer to Clause L.2.4 – General Information and Clause L.15 Certifications, Affidavits, & Other Submissions)</p> <ol style="list-style-type: none"> 1. Brief history of the Offeror’s company, including the types of services offered, the size of the company and years of experience providing Third-Party Inspection services. 2. Legal name, address, website address, telephone number, DUNS Number and federal tax identification number of the Offeror. 3. Copy of any current licenses, permits, registrations or certifications to transact business in the District of Columbia, if required by law to obtain such licenses, permits, registrations or certifications. 4. If the Offeror is a corporation, partnership or joint venture the submission shall identify the names of general partners or joint venture members, and include copies of any applicable joint venture or teaming agreements. 	
--------------	---	--

	<p>5. If the Offeror intends to subcontract any portion of the work the submission shall identify the names of subcontractors, and history of the Offeror's past working relationship with each subcontractor.</p> <p>6. Name, address, email and current phone number of Offeror's point of contact.</p>	
Tab B	<p>Experience and Past Performance</p> <p>1. Provide a minimum of two (2) and maximum of four (4) Third Party Inspection Services past performance examples where the Offeror served as the prime contractor or lead Third-Party Inspection firm within the last five (5) years.</p> <p>2. For each past performance example provide a Past Performance Questionnaire (Attachment J.11) and provide a list of contact names, job titles, mailing addresses, telephone numbers, and e-mail addresses. Each past performance description shall include a description of the work performed and 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, • Summary of Offeror's role in the program, • Skills and expertise provided by the Offeror that contributed to program success, • Identification of personnel involved in the past performance example who are proposed key personnel in response to this RFP. <p>Past performance examples shall reflect projects involving federal or municipal courthouses, judicial facilities, or government office buildings. Experience with occupied facilities undergoing active renovation or modernization is required. Projects that do not demonstrate comparable scope and complexity will be rated less favorably.</p>	30 Points
Tab C	<p>Proposed Team Organization and Key Personnel</p> <p>The DCC expects that proposed key personnel demonstrate relevant experience, expertise and ability commensurate with their assigned role and the requirements of this RFP. The Offeror shall identify the following:</p> <p>1. Identify the individuals who will be assigned to Project Manager, Building Professional-in-charge, Mechanical Inspector, Electrical Inspector, Fire Protection Inspector and PMIS Administrator and shall provide relevant program experience and resumes for each proposed individual. The Offeror shall indicate any inspectors who may perform dual roles. Provide an org chart of these individuals. Resumes shall not exceed two (2) pages per individual.</p> <p>2. Identify proposed key personnel who are currently employed by the Offeror and the length of time each individual has been employed with the Offeror.</p> <p>3. Identify which Third-Party Inspection services, if any, will be performed by the teaming partners. For each teaming partner, identify the</p>	25 Points

	disciplines covered, number of available inspectors by discipline, and the percentage of work anticipated to be performed by each partner.	
Tab D	<p>Sample Inspection Reports</p> <p>Provide at a minimum two (2) sample inspection reports from the projects referenced under Tab B. Reports shall demonstrate the Offeror's ability to document inspection findings, identify and track non-conformances, and communicate results clearly to project stakeholders. Proprietary or sensitive project information may be redacted. Reports will be evaluated on completeness, clarity, and demonstrated compliance with applicable reporting requirements.</p>	10 Points
Tab E	<p>Processes Approach</p> <p>The Offeror shall provide a detailed written description of the processes for coordinating, implementing, and documenting Third-Party Inspection duties under this contract. The response shall specifically address each of the following elements and will be evaluated on the specificity, feasibility, and completeness of the approach described:</p> <ul style="list-style-type: none"> • Documentation submission process through DOB, including proposed turnaround timelines and internal quality control procedures prior to submission • Primary lines of communication and reporting structure, including escalation protocols for non-conformances, failed inspections, or stop-work conditions • Coordination approach with the CMA for scheduling and conducting onsite inspections • Process for submission, tracking, and closeout of inspection forms throughout the project lifecycle • Approach to maintaining a complete, organized, and auditable inspection record • Proposed utilization of a PMIS for documentation, reporting, and correspondence tracking <p>Responses that address only general processes without discipline-specific or project-specific detail will be rated less favorably. Offerors should reference applicable DOB regulations and demonstrate familiarity with the requirements of this solicitation in their response.</p>	20 Points
Tab F	<p>Quality Management Approach</p> <p>The Offeror shall provide the following to establish that the offeror understands the quality management approach of the contract to meet the Court's objectives:</p> <ol style="list-style-type: none"> 1. Illustrate how the Offeror proposes to perform quality control oversight and the method(s) to be used. 2. Identify any key quality challenges that the Offeror believes to be inherent with the contract and explain how the Offeror will overcome or mitigate those challenges. 	5 Points
Tab F	Disclosure	0 Points

	<ol style="list-style-type: none"> 1. Disclose of any non-compliances with the District of Columbia Third-Party Program within the last five (5) years. 2. Disclose the details of any legal action or litigation, whether past or pending against the Offeror. 3. Provide statement affirming that that the Offeror has no knowledge of any conflict between its interests and those of the DCC and that not is not aware of any facts or circumstances that could create the appearance of a conflict between its interests and those of the DCC. 4. Documentary evidence, such as, certificates demonstrating that the Offeror is authorized to conduct business in the District of Columbia, and that it is current in its tax obligation to the District of Columbia. 	
--	--	--

L.3.2.2 Volume II – Price Proposal shall comprise the following tab:

Tab A	Required Signed Documents Attachments J.1, J.2, J.3, J.4, J.5, J.6, J.7 are required must be included with signature	Signed Documents
Tab B	Price Price Information -detailed price breakdown of all pricing sheets <ol style="list-style-type: none"> 1. Section K of the solicitation Completed and signed 2. Attachment K.1 Pricing Schedules. 	10 Points

L.3.3 Each Offeror shall submit one completed copy of the RFP, one (1) original and five (5) copies of the Technical Proposal, and five (5) separately bound copies of the Price Proposal. Each proposal shall be properly indexed and include all information requested in the RFP.

L.4 GENERAL INFORMATION

Each Offeror shall provide the information required in this section:

- L.4.1 If the Offeror is a partnership or joint venture, the offeror shall identify the names of general partners or joint venture members, and shall submit copies of any joint venture or teaming agreements;
- L.4.2 Courtships structure;
- L.4.3 Courtship by a foreign corporation with an ownership interest exceeding five (5) percent;
- L.4.4 Articles of incorporation, partnership agreement or joint venture agreement; and
- L.4.5 Documentary evidence demonstrating it is located in and is authorized to conduct business in the District of Columbia. Such Documentation shall include copies of any current licenses, permits, registrations or certifications required to conduct business in the District of Columbia;

L.5 TECHNICAL APPROACH

L.5.1 The Offeror shall provide a comprehensive technical approach describing how the work identified in Section "C" - Description/Specifications/Statement of Work, will be accomplished. This shall include:

L.5.2 A detailed management plan which clearly defined project responsibilities and accountability.

L.5.3 Proposed Quality Management Approach to include quality control oversight and method to be used.

L.6 FIRM/ORGANIZATION EXPERIENCE

Documentation demonstrating the firm's capabilities and experience performing projects of similar size and nature. This documentation shall describe the firm's areas of expertise relevant to the services required under this solicitation.

L.7 PAST PERFORMANCE

The Offeror shall provide sufficient information to substantiate the Offeror's past performance in completing work comparable to the requirements of Section C. The Offeror shall provide the following information:

L.7.1 References: The name, address and contact person of two (2) references for which similar services have been provided in the past five (5) years.

L.7.2 A Past Performance Evaluation Form will be used to solicit information from previous customers regarding Offeror's past performance on contracts. The Offerors shall assure that referenced customers complete and sign the Performance Evaluation Form and return it with the technical proposal submission. For each reference contacted, the contact person may be asked to confirm the period of performance, dollar amount, timeliness of performance, cost control business relations and customer satisfaction.

L.8 EXPERIENCE, QUALIFICATIONS AND RESUMES OF KEY PERSONNEL

Resumes of all proposed staff.

L.9 DISCLOSURE

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

L.9.1 Disclosure details of any legal action or litigation, whether past or pending against the Offeror;

L.9.2 The Offeror shall provide a statement affirming that it has no knowledge of conflict between its interests and those of the District of Columbia Courts and that it is not aware of any facts or circumstances that could create the appearance of a conflict between its interests and those of the District of Columbia Courts; and

L.9.3 Documentary evidence, such as certificates, demonstrating that Offeror it maintains a place of business in the District of Columbia and is authorized to conduct business in the District, and the Offeror is current in its tax obligations to the District of Columbia.

L.10 PRICE PROPOSAL

A separately bound price proposal using the format provided in Attachment K.1 of this RFP. The price proposal Offeror shall itemize all costs for the services set forth in Section C, Description/Specifications/ Statement of Work. The price furnished by the Offeror shall become part of the awarded contract and Offeror shall include all costs necessary to perform the required services. The pricing information submitted will be used for purposes of evaluating price reasonableness.

L.11 CHANGES TO THE RFP

The terms and conditions of this RFP may be modified only by written addenda issued by the Contracting Officer. Any oral representations to the contrary shall have no force or effect.

L.12 CONTRACT AWARD

L.12.1 The Courts intends award a contract Offerorfor the services required under this RFP to the responsible Offeror Offerorwhose proposal is determined to represent the lowest cost.

L.12.2 The Courts may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms with respect to price, technical approach, and other relevant factors.

L.13 CANCELLATION OF AWARD

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.14 OFFICIAL OFFER

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.15 CERTIFICATIONS, AFFIDAVITS AND OTHER SUBMISSIONS

Offerors shall complete and submit with its proposal all required representations and certifications, including 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.16 RETENTION OF PROPOSALS

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

L.17 PUBLIC DISCLOSURE UNDER FOIA

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.18 EXAMINATION OF SOLICITATION

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.19 ACKNOWLEDGMENT OF AMENDMENTS

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) submitting a letter acknowledging receipt of the amendment. The District of Columbia Courts must receive the acknowledgment by the date and time specified for receipt of offers. Failure of an Offeror to acknowledge an amendment may result in rejection of the offer.

L.20 RIGHT TO REJECT PROPOSALS

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

L.21 PROPOSAL PREPARATION COSTS

Each Offeror shall bear all costs incurred in preparing and submitting responses to this RFP and in providing any additional information required by the Courts to facilitate the evaluation process. The successful Offeror shall also bear all costs incurred in conjunction with contract development and negotiation.

L.22 PRIME CONTRACTOR'S RESPONSIBILITIES

L.22.1 Each Offeror may propose services that are provided by others, but any proposed service(s) proposed must fully comply with the requirements of this RFP.

L.22.2 If the Offeror's proposal includes services provided by others, the Offeror shall act as the prime contractor for all such services and shall assume full responsibility for the procurement, delivery, performance and quality of such services. The Contractor shall be the sole point of contact for all contractual matters, including compliance with all RFP requirements and payment of all charges associated with the services.

L.23 CONTRACT TYPE

This is an IDIQ contract.

L.24 FAILURE TO RESPOND TO SOLICITATION

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.25 SIGNING OFFERS AND CERTIFICATIONS

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

L.26 ERRORS IN OFFERS:

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.27 AUTHORIZED NEGOTIATORS

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.28 ACCEPTANCE PERIOD

L.28.1 The Offeror agrees to keep its offer open for one hundred and twenty (120) days from the date specified in this solicitation for the submission of proposals.

L.28.2 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 one hundred and twenty (120) days from the date specified for the submission of FPRs.

END OF SECTION L

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible Offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Fails to meet minimum requirements. Proposal contains major deficiencies that are not correctable without a material rewrite or fails to address the evaluation factor.
1	Poor	Marginally meets minimum requirements. Proposal contains significant weaknesses or deficiencies.
2	Minimally Acceptable	Meets minimum requirements but contains minor deficiencies or weaknesses that can be corrected through clarification or negotiation.
3	Acceptable	Fully meets all requirements. No deficiencies noted.
4	Good	Meets all requirements and exceeds some. No deficiencies.
5	Excellent	Exceeds most or all requirements. No deficiencies.

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

If sub factors are applied, the Offeror's total technical score will be determined by adding the Offeror's score for each sub factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two sub factors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the Offeror's response as "Good" for the first sub factor and "Poor" for the second sub factor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first sub factor plus 1/5 of 20 or 4 for the second sub factor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

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

M.3.1 TECHNICAL CRITERIA (90 Points Maximum)

M.3.2 PRICE CRITERION (10 Points Maximum)

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

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

M.4. SOURCE SELECTION

- M.4.1 The Overall selection methodology set forth above will be used by the Contracting Officer and Selection Committee as a guide in determining the best technically qualified Offerors.
- M.4.2 The Court's Selection Committee will review the statements of qualifications and recommend the Offerors to be on the short-list. The Committee is not limited in the number of firms that can be shortlisted for "interviews".
- M.4.3 The interviews usually involve discussions about the Offeror's qualifications and experience in providing Third-Party IDIQ services.
- M.4.5 The interviews will be held at the Court's office. Occasionally, and in special circumstances, phone interviews may be conducted. The interviews will be brief, usually lasting only 30 to 60 minutes.
- M.4.6 Following the interviews, the Selection Committee will recommend, in order of preference, the Offerors considered to be the most highly qualified to perform the services. The CO will review the recommendations and make the final selections of up to two (2) Offerors.