

<b>SOLICITATION, OFFER, AND AWARD</b>				<b>1. Juvenile Intake Construction Services</b>				Page of Pages	
								1	64
2. Contract Number		3. Solicitation Number <b>CPFMD- DCSC-18-IFB-0101</b>		4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP)		5. Date Issued		6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside	
7. Issued By				8. Address Offer to:					
District of Columbia Courts Capital Project Facilities Management Division 616 H Street, N.W., Room 622 Washington, DC. 20001				District of Columbia Courts Capital Project Facilities Management Division 616 H Street, N.W., Room 622 Washington, DC. 20001					
NOTE: In sealed bid solicitations "offer" or "Contractor" means "bid or "bidder"									
<b>SOLICITATION</b>									
9. THE DISTRICT OF COLUMBIA COURTS REQUIRES PERFORMANCE OF THE WORKS DESCRIBED IN THESE DOCUMENTS (Title, date) A Pre-Proposal Conference and a Pre-Bid Site visit will be held on May 22 at 10:00 AM local time. Offerors shall meet at 10 am at Gallery Place 616 H Street, NW Room 617. Offerors shall provide the following information no later than <u>May 21</u> for all attendees to (e-mail): a) Full name of attendee b) Name of company the attendee is affiliated with									
10. The Contractor shall begin performance within <u>5</u> calendar days and complete it within <u>4 Months</u> calendar days after receiving the notice to proceed.									
11. THE CONTRACTOR MUST FURNISH ANY REQUIRED BID, PERFORMANCE, PAYMENT AND WARRANTY BONDS Bid Bond Yes <u>X</u> No <u>    </u> <u>5</u> % of the total amount of their proposal Performance and Payment Bond Yes <u>X</u> No <u>    </u> <u>100</u> % Within <u>5</u> Calendar days after receiving the notice to proceed Warranty Bond Yes <u>X</u> No <u>    </u> <u>20</u> % Within <u>5</u> Calendar days after final acceptance									
12. ADDITIONAL SOLICITATION REQUIREMENTS: a. Sealed offers in original and <u>4</u> copies to perform the work required are due at the place specified in Item 8 by June 12, 2018 at 3:00 PM (date). b. Proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". A soft copy of the entire proposal should accompany the package. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. c. Bid Bond shall be valid for 120 days longer than validity period of their proposals. d. 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.									
<b>CAUTION:</b> See Section L.2—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 solicitation									
13. For Information Contact		A. Name		B. Telephone			C. E-mail Address		
		Flor de Maria Rivera		(Area Code) (202)	(Number) 879-8778		(Ext)	Maria.rivera@DCSC.gov	
14. Table of Contents									
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X	C	Specifications/Work Statement	4	X	J	List of Attachments	44		
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15. In conjunction with the above, the undersigned agrees, if this offer is accepted within <u>15</u> calendar days from the receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.									
SOLICITATION, OFFER, AND AWARD (Continue d) (Construction, Alteration, or Repair)									
15A. Name and Address of Contractor				15D. Name and Title of Person Authorized to Sign Offer/Contract					
15B. Telephone (Area Code) (Number) (Ext)			<input type="checkbox"/> 15 C. Check if remittance address is different from above – Refer to section G			15E. Signature and Corporate Seal			
All written communications regarding this solicitation should be addressed to the Contracting Officer at the mailing address listed on page 1.									

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

**B.1 CONTRACT TYPE:** The District of Columbia Courts is seeking a qualified contractor to provide construction services as specified in this solicitation. The Court is to award a Fix Price Contract for construction services for the Juvenile Intake Suite (Suite #4206) currently located on the 4<sup>th</sup> floor of the H. Carl Moultrie Courthouse Building. Construction needs to be complete no later than September 30, 2018.

### **B.2 SERVICES**

The Contractor shall provide all professional, technical, supervision; labor, materials, equipment and facilities, non-personal services for the construction of Interim Juvenile Intake & Mental Health Division as specified in Section C and as otherwise specified in this Solicitation and any attachments hereto; including but not limited to, the Specifications and Drawings for Interim Juvenile Intake & Mental Health Division dated 11/8/17.

### **B.3 OFFEROR SCHEDULED CONSTRUCTION**

The schedule shall be completed by the Contractor and will be considered a part of the Construction Project Bid Offer. (See Section M for instructions of its content.)

For preparation of the CPM schedule, assume a Notice to Proceed Date of approximately June 26, 2018.

For preparation of the CPM schedule, assume a Construction Mobilization Date of approximately July 2, 2018. The Owner will procure a building permit to transfer to the selected Offeror.

### **B.4 PRICE**

The Contractor shall perform all efforts in accordance with the requirements of this contract for the fixed price below and as further specified in the Contractor's pricing proposal. This fixed price shall include all direct labor, materials, communication, production and other direct costs as well as all indirect costs, subcontractor costs, commissions, and any other profit and expenses for which the Contractor expects payment. No additional charge shall be made by the Contractor for the requirements of this Contract, including source and documentation, error correction, or expense for any other materials or services to be performed hereunder unless specified otherwise. The Contractor shall also guarantee said offered price and itemized pricing, free from any change, for ninety (90) days from the date of the submission of its proposal. The options will or will not be exercised at the time of award.

The Offerors shall submit pricing and cost information for each Contract Line Item Number (CLIN) listed in the Price Schedules listed in this section. CLINS shall be fully loaded for labor and materials including direct and indirect cost. For evaluation purposes, the offeror shall also submit the itemize pricing found in Attachment K.1 and Attachment K.2 (unit prices).

### **B.5 ADDITIONAL PRICING INCLUSIONS**

- B.5.1 The Contractor shall provide full-time dedicated Project Management throughout the duration of the project for such items including, but not limited to, daily site walkthroughs and weekly progress meetings.
- B.5.2 The Owner will contract directly with a Contractor to provide the necessary quality assurance and quality control inspections. This does not relieve the general contractor from performing QA/QC in accordance with their approved plan. The Contractor will be responsible for all required coordination and inspection.
- B.5.3 The Courts will provide Site Security Officers (CSOs) during the construction portion of each phase of the project.

## **B.6 AUTHORIZED WORK DAY / WEEK**

- B.6.1 The length of the Contractor's workday shall be from 6 PM to 6 AM (Monday-Friday) and shall be specifically defined in the Contractor's Construction Schedule. Weekend hours (Saturday) will typically be 6 AM-5 PM.
- B.6.2 Sundays or legal holidays: No work shall be done at any time on Sundays or legal holidays except with the written permission of the Contracting Officer and the DCSC.
- B.6.3 Weekend and Weekday Overtime work hours: contractor must advise prior to need for overtime hours and coordinate with security. Security is also needed for entrance into any secure area. Hours for utility shutdowns: Refer to requirements of Attachment J.21 Project Manual: Article "Work Restrictions" Spec Section 01 1000-2, Para. 1.6
- B.6.3 Hours for core drilling and Noisy activity: after 7 PM and halt before 6 AM during the weekdays and weekends

## **B.7 BONDS**

Bond premiums for the construction services will be reimbursed for Fixed-Price Construction Contracts, after receipt of the evidence of payment:

1. Performance Bond: 100 percent of the original contract price
2. Payment Bond: 100 percent of the original contract price
3. Warranty Bond: 20 percent of the original contract price (one year duration)

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## **SECTION C: SPECIFICATIONS/WORK STATEMENT**

### **C.1 SCOPE OF WORK:**

The District of Columbia Court (hereafter referred to as the “Courts”) on behalf of the District of Columbia Court of Appeals is seeking a qualified contractor to provide construction services as specified in this solicitation for the Juvenile Intake Suite (Suite #4206) currently located on the 4<sup>th</sup> floor of the H. Carl Moultrie Courthouse Building. This Suite will serve as temporary office space in support of the larger, ongoing C St. Addition project.

C.1.1 This project is critical to the keeping on schedule with the larger, ongoing C St. Addition Project.

### **C.2 APPLICABLE DOCUMENTS**

*(See Section K)*

### **C.3 DEFINITIONS**

NA

### **C.4 BACKGROUND/GENERAL**

The DC Courts is comprised of the DC Court of Appeals, the DC Superior Court and the DC Court System. The CPFMD is part of the DC Court System—providing shared services to the DC Court of Appeals and the DC Superior Court. The DC Courts currently maintain 1.2 million gross square feet (GSF) of space within five (5) buildings in Judiciary Square (including building infrastructure) and the surrounding grounds.

The Courts’ Judiciary Square campus is comprised of six (6) buildings. Additionally, there are six (6) satellite offices throughout the District of Columbia and one (1) disaster recovery (DR) site located in Germantown, Maryland. The Courts’ six (6) Judiciary Square campus buildings are as follows:

- C.2.3.1 500 Indiana Avenue N.W. (known as the Moultrie building)
- C.2.3.2 515 5th St. NW (known as the Building A)
- C.2.3.3 510 4th St. NW (known as the Building B)
- C.2.3.4 410 E St. NW (known as the Building C)
- C.2.3.5 430 E St. NW (known as the Building D)

The Superior Court of the District of Columbia and its many supporting functions are located in the H. Carl Moultrie Courthouse. The eight story building is the Court’s largest facility comprising 462,660 occupiable (680,000 gross) square feet, containing over 90 courtrooms and hearing rooms and is the focus of most court activities. It is an 8-story building with a full level of parking below. The Moultrie Courthouse is south of Indiana Avenue opposite the DC Court of Appeals.

Located within close proximity to the Moultrie Courthouse are 515 5th Street, NW, and 510 4<sup>th</sup> Street, NW. 515 5th Street is 64,544 occupiable (113,000 gross) square feet in size and 510 4th Street is 68,713 occupiable square feet.

The Juvenile Intake Suite (Suite #4206) is currently located on the 4<sup>th</sup> Floor of the H. Carl Moultrie Courthouse. This suite must be vacated, and tenants temporarily relocated in support of the ongoing, larger C. St. Addition Project no later than September 30, 2018.

## **C.5 DESCRIPTION OF SERVICES**

C.5.1 The work of the project is defined by the specifications in the contract documents as per the attached Project Manual Construction Documents (technical specifications), and design concept drawings and reports listed:

A0001 Cover Sheet

A0002 General Notes

A0003 Partitions Types

A004 Door and Hardware Schedule

A0005 Phasing Plans

A0010 Demolition Plan

A0011 Architectural & reflected Ceiling Plans

A0012 PDT and Finishing's Plans

A0013 Programming and Furniture Plans

A0050 Details

Moo10 Part Floor Plans-Mechanical-Demolition

M0020 Part Floor Plans-HVAC

M0050 Details and Diagrams

M0060 Schedules

E001 Electrical Symbol and abbreviations

E002 Interior Lighting Compliance Verification

E0010 Part Floor Plans- Electrical Demolition

E0011 Part Floor Plans-Electrical Lighting and Power

E0012 Part Floor Plans-Electrical Systems & Fire Alarm

E0020 Details and Diagrams

E0030 Schedules

F0010 Fire

Disregard note in the drawings: Audiovisual (for coordinating purposes only). The Cost of Audio Visual should be included in the proposal.

AV.00 Audio Visual Equipment Layout, Elevations and Details

## AV.01 Audiovisual Equipment Layout &amp; Elevations.

**Refer to Attachment General Terms and Conditions for Construction, articles 1.4-1.6**

C.5.2. The Contractor shall provide all management, and engineering services; labor, materials; tools and equipment necessary to construct the project as further described herein. The Contractor shall also be responsible for all activities necessary to demolish and remove all debris associated with the structures that are designated to be removed.

1. The demolition of partial demolition, and disposal of selected materials and constructs, together with all materials incidental thereto, as indicated by the Construction Documents including, but not limited to:
  - a. Partitions
  - b. Ceilings
  - c. Doors
  - d. Carpet and Base Materials
  - e. Millwork

Prior to demolition, the contractor shall remove all artwork and other wall mounted furnishings and store as directed by Owner. Check with Owner before disposal of any equipment.

2. Selective demolition as may be required for the performance or completion of the Work
3. The cleaning and preparation of surfaces to receive new finished or constructs as indicated by the Construction Documents. Perform preparation in accordance with the recommendations and specifications of the respective manufacturers.
4. Installation of work as indicated by the engineering documents.
5. Installation of sprinkler work and/or the relocation of sprinkler heads as required to accommodate the indicated layout.
6. Installation of gypsum board partitions.
7. Installation of all doors and hardware.
8. Installation of all finishes and accessories.
9. Installation of all millwork and built-in items.
10. Installation of suspended ceiling assemblies.
11. Installation of light fixtures and other ceiling mounted devices indicated by the construction documents together with all materials incidental thereto.
12. Installation of all fire and life safety devices.
13. Installation and maintenance of temporary return air filters throughout the duration of the work.
14. Coordination with the US Marshals Service and the work of the DC Courts security Vendor, Tyco, and the provision of rough-in work that they may require whether specifically noted in plan or not. Consult with the DC Courts or their designated representative for additional information prior to commencing with the Work.
15. Coordination with the work of the DC Courts for the provision of miscellaneous furniture that may be required to finish the end product. Consult with the DC Courts or their designated representative for additional information prior to commencing with the work.
16. Coordination with the work of DC Courts IT and communications vendors and the provision of miscellaneous services that they may require. Consult with the DC Courts or their designated representative for additional information prior to commencing with the Work.

17. Coordination with the work of the DC Courts Fire Alarm Contractor and the provision of coordinating services that they may require. Consult with the DC Courts on their designated representative for additional information prior to commencing with the work.
18. Repair and/or replacement of construction to remain that was removed for the installation of work or which was damaged as a result of the work.
19. Erection of temporary acoustical dust proof partitions separating the area of the work from the existing adjacent public areas.
20. Installation of any temporary signage required for life safety purposes (Juvenile intake general notes, plans-A0002).

- C.5.3. This new temporary space for Juvenile Intake consists of nine (9) private offices, nine (9) workstations (including (2) two workstations at reception), (1) one small meeting room, a storage space and a copy area. The space will require a new code complaint infrastructure, including but not limited to new sprinkler system. The existing suite-entry location will remain as is, but the door, frame, hardware and security devices will be new as per the contract documents. Most of systems furniture workstations will be reused and relocated from the existing tenant space. Refer to Phasing Plan, A0005, and Furniture Plan, A0013, for more specific Information.
- C.5.4. The Contractor shall provide access to the construction site to permit the Construction Management Consultant (CMC) to observe and inspect the work in progress. The Contractor shall be responsible for coordinating and completing all work under this contract within the performance period of this contract and shall be held accountable for any or all delays.
- C.5.5. It is a requirement that the Contractor must provide and be responsible for all components not supplied by Owner; the Contractor is to be the single point of accountability and the responsible party for the entire system in accordance with the Contract Documents.
- C.5.6. The Contract Documents forms the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor, (3) between the Owner and Architect or (4) between any persons or entities other than the Owner and Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.
- C.5.7. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
- C.5.8. The Specifications are the portion(s) of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

## **C.6 DIVISION OF RESPONSIBILITIES**

- C.6.1. Contractor Responsibilities: The successful Contractor shall be responsible for performing all the work stipulated in this Solicitation. The scope of work (SOW) includes construction, maintenance during construction, site security, temporary structures and utilities, health and safety of the public, workers and subcontractors, project management, project scheduling, quality control/quality assurance for design and construction, materials sampling and testing, obtaining permits, coordination and design assistance for removal, clean up, and disposal of all unnecessary materials, as well as coordinating with The Courts and the appropriate designated Construction Management Consultant.
- C.6.2. Construction Management Consultant, (CMC): A separate A&E firm and Quality Assurance firm will be assigned to represent The Courts as the onsite representative that will perform oversight responsibilities, which include management and construction oversight activities of the Contractor's operations and ensure that the final project results satisfies The Court's and that the Contractor meets the contract requirements. The function of the CMC is not to direct or instruct the Contractor in its design and build activities but to oversee and inform The Court's of the Contractor's conformance or not with the contract requirements.
- C.6.3. 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 Construction Manager does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. The term "Court" shall, depending on how that term is defined elsewhere in this contract, mean the Superior Court of the District of Columbia, the District of Columbia Court of Appeals, or the District of Columbia Court System. The term "District of Columbia Government" shall mean all the branches of the government of the District of Columbia, including the District of Columbia Courts.
- C.6.4. Contracting Officer: The DC Courts' Court Contracting Officer who has the appropriate contracting authority is the only DC Courts official authorized to contractually bind the DC Courts through signing contract documents.
- C.6.5. Contracting Officer's Technical Representative (COTR): The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Offeror's performance or nonperformance of the contract requirements. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract.



## **C.7 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

- C.7.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Owner and Construction Manager as a request for information in such form as the Owner may require.
- C.7.2 The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other contractors, are not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions and locations. In all cases of interconnection of its Work with existing or other work, it shall verify at the site all grades, elevations, dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.
- C.7.3 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Owner and Architect, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Owner.
- C.7.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architect in response to the Contractor's notices or requests for information, the Contractor shall make Claims as provided per this contract. If the Contractor fails to perform the contract obligations, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.

## **C.8 SUPERVISION AND CONSTRUCTION PROCEDURES**

- C.8.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the

Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect.

- C.8.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

## **C.9. LABOR AND MATERIALS**

- C.9.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- C.9.2 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order.
- C.9.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts and individuals associated with the Project. The Contractor shall use its best efforts to minimize the likelihood of any strike, work stoppage or other labor disturbance.
- C.9.4 No materials furnished by the Owner shall be applied to any other use, public or private, than that for which they are issued to the Contractor. The full amount of the cost to the Owner of all materials furnished by the Owner to the Contractor and for which no charge is made, which are not accounted for by the Contractor to the satisfaction of the Contracting Officer, will be charged against the Contractor and his sureties and may be deducted from any moneys due the Contractor, and this charge shall be in addition to and not in lieu of any other liabilities of the Contractor whether civil or criminal. Materials furnished by the Owner for which a charge is made at a rate mentioned in the specifications will be delivered to the Contractor upon proper requisitions therefore and will be charged to his account.
- C.9.5 Should the Contractor cause damage to work or property of The Court's or to other work at the site, the contractor shall promptly remedy such damage, at no additional cost to Employer.

- C.9.6 Upon award of the contract and approval of the performance schedule, by the Contracting Officer's Technical Representative (COTR), the Contractor shall begin construction no later than July 30, 2018.

## **C.10. SITE ACCESS**

No other area besides the project site will be designated as a mobilization area or lay-down yard. One Parking space will be assigned to be used daily. Refer to Spec 01 5000 (Temporary Facilities and Controls)

## **C.11 DEVIATIONS TO DE ACCEPTED DESIGN**

Designer of Record (DOR) approval and the Courts' concurrence are required for any proposed deviation from the accepted design which still complies with the contract before the Contractor is authorized to proceed with material acquisition or installation. Within the terms of the Contract Clause entitled, "Specifications and Drawings for Construction", they are considered to be "shop drawings." If necessary to facilitate the project schedule, the Contractor and the DOR may discuss a submittal proposing a deviation with the Contracting Officer's Representative prior to officially submitting it to the Government. However, the Government reserves the right to review the submittal before providing an opinion, if deemed necessary. In any case, the Government will not formally agree to or provide a preliminary opinion on any deviation without the Designer of Record's (DOR's) approval or recommended approval. The Government reserves the right to non-concur with any deviation from the design, which may impact furniture, furnishings, equipment selections or operations decisions that were made, based on the reviewed and concurred design.

## **C.12 SUBSTITUTIONS**

- C.12.1 Unless prohibited or provided for otherwise elsewhere in the Contract, where the accepted contract proposal named products, systems, materials or equipment by manufacturer, brand name and/or by model number or other specific identification, and the Contractor desires to substitute manufacturer or model after award, submit a requested substitution for Government concurrence. Include substantiation, identifying information and the DOR's approval, as meeting the contract requirements and that it is equal in function, performance, quality and salient features to that in the accepted contract proposal. If the Contract otherwise prohibits substitutions of equal named products, systems, materials or equipment by manufacturer, brand name and/or by model number or other specific identification, the request is considered a "variation" to the contract.
- C.12.2 In addition to the above stated requirements for proposed deviations to the accepted design, both Designer of Record and Government Approval and, where applicable, a contract modification are required before the Contractor is authorized to proceed with material acquisition or installation for any proposed variation to the contract (the solicitation and/or the accepted proposal), which constitutes a change to the contract terms. Within the terms of the Contract Clause entitled, "Specifications and Drawings for Construction," they are considered to be "shop drawings." The Government reserves the right to accept or reject any such proposed deviation at its discretion.

**C.13 CONTRACTOR REQUIRED EXPERIENCE**

Firms should have the following experience:

- a) General Contractor shall have proven experience to have worked on secure facilities
- b) General Contractor should have at least 10 years of experience
- c) General Contractor should demonstrate to have managed projects worth up to \$2 Million.

**C.14 KEY PERSONNEL ON SITE**

- C.14.1. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. The Contractor is required to provide the supervisory and project management staff as indicated in the proposal presented for this Project. Failure to provide those staff members, without prior approval of the Contracting Officer will be considered a material breach of the Contract.

The Owner has the right to approve the Contractor's primary supervisory and project management staff. The Contractor may not remove any primary supervisory or project management staff without written approval of the Owner. However, the Contractor will promptly remove from the project any of the Contractor's staff to whom the Owner has a reasonable objection.

**Qualifications**

- a) Project Manager and Supervisory -10 years of experience
- b) Quality Control and Safety experience
- c) OSHA 30hr Certification

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**SECTION D: PACKAGING AND MARKING**

**THIS SECTION IS RESERVED AND NOT APPLICABLE TO THIS SOLICITATION\***

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

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

- E.1.1 “Services” as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
- E.1.2 The Contractor shall provide and maintain an inspection system acceptable to the Court covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Court during contract performance and for as long afterward as the contract requires. The COR has been delegated the authority to inspect and accept all services, reports and required deliverables or output with the advice or assistance of the oversight independent contractor.
- E.1.3 The Court has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Court will perform inspections and tests in a manner that will not unduly delay the work.
- E.1.4 If the Court performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.
- E.1.5 If any of the services do not conform to the contract requirements, the Court may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the Court may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the value of services performed.
- E.1.6 If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the Court may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Court that is directly related to the performance of such services, or (2) terminate the contract for default.
- E.1.7 When it is established by a joint inspection team including the COTR and the CM (an independent A&E firm hired by the Court to provide oversight of construction activities) that all construction activities as described in the Scope of Work have been satisfactorily completed, a Certificate of Substantial Completion drafted by the CM and signed by each member of the inspection team will be issued to the Contractor.
- E.1.8 The same Inspection team will be reconvened one year later to perform final inspection and acceptance. If it is determined at this time that all defects have been rectified and that the site has adequately stood up to the as built standards, a Certificate of Final Completion will then be issued to the Contractor, signed by all parties of the inspection team.

### **End Of Section E**

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

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

F.1.1 The term of the contract shall be for a period of four months (4) months from the date of the Notice to Proceed signed by the Contracting Officer. Should extension to the contract term be required, the Courts, at its discretion, will modify the existing contract to extend the contract period. The anticipated period of performance is June 30 through September 30, 2018.

F.1.2 Liquidated damages will be assessed for late performance in accordance with Section H.14 "Liquidated Damages."

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

#### **F.2.1 Time Extensions:**

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause a delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

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

F.3.1 All Deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall provide to the Contract Officer's Technical Representative (COTR) the deliverables specified below within the designated time frame(s).

F.3.1.1 The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals.

F.3.2 The Final As-Built plans containing all the corrections to the original documents shall be submitted within 30 calendar days of final acceptance, in hard copy and electronically to the designated COR per section F.6.

#### **F.3.3 Schedules for Construction Contracts**

F.3.3.1 The Contractor shall, after five days after the Notice to Proceed, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the work. The Contractor shall comply with the scheduling requirements set forth in Specifications Section 01 3200 (Appendix 7). If the Contractor fails to submit a schedule

within the time prescribed, the Contracting Officer may withhold approval of progress payments until the schedule is approved.

**F.3.3.2** The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

**F.3.3.3** Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

#### **F.3.4 Contractor Quality Control Plan**

**F.3.4.1** Before the start of the work, submit a written quality control plan for acceptance. With prior approval, submission of a quality control plan for items of work not immediately scheduled to begin may be deferred.

**F.3.4.2** Submit the following with the quality control plan prior to the pre-award meeting:

- A) Process control testing. List the material to be tested, tests to be conducted, the location of sampling, and the frequency of testing.
- B) Inspection/control procedures. Address each of the following subjects in each phase of construction:
  - (1) Preparatory phase.
    - (a) Review all contract requirements.
    - (b) Ensure compliance of component material to the contract requirements.
    - (c) Coordinate all submittals including certifications.
    - (d) Ensure capability of equipment and personnel to comply with the contract requirements.
    - (e) Ensure preliminary testing is accomplished.
    - (f) Coordinate surveying and staking of the work.
  - (2) Start-up phase.
    - (a) Review the contract requirements with personnel performing the work.
    - (b) Inspect start-up of work.
    - (c) Establish standards of workmanship.
    - (d) Provide training as necessary.
    - (e) Establish detailed testing schedule based on the production schedule.



(3) Production phase.

- (a) Conduct intermittent or continuous inspection during construction to identify and correct deficiencies.
- (b) Inspect completed work before requesting Government inspection acceptance.
- (c) Provide feedback and system changes to prevent repeated deficiencies.
- (d) Description of records. List the records to be maintained.
- (e) Personnel qualifications.
- (f) Document the name, authority, relevant experience, and qualifications of person with overall responsibility for the inspection system.

C) Subcontractors. Include the work of all subcontractors. If a subcontractor is to perform work under this Section, detail how that subcontractor will interface with the Contractor's and other subcontractor's organizations.

D) Modifications or additions may be required to any part of the plan that is not adequately covered. Acceptance of the quality control plan will be based on the inclusion of the required information. Acceptance does not imply any warranty by the Government that the plan will result in consistent contract compliance. It remains the responsibility of the Contractor to demonstrate such compliance.

E) Do not begin the work until the quality control plan covering that work is accepted. Supplement the plan as work progresses and whenever quality control or quality control personnel changes are made.

F) Testing:  
Perform testing in accordance with the Contract Documents.

G) Records:  
The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Amendments, and other Modifications, in good order and marked regularly to record field changes and selections made during construction, and one record copy of approved Shop Drawings. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work.

Maintain complete testing and inspection records by pay item number and make them accessible to the CO.

For each day of work, prepare an "Inspector's Daily Record of Construction Operations" form. Detail inspection results including deficiencies observed and corrective actions taken. Include the following certification signed by the person with overall responsibility for the inspection system:

"It is hereby certified that the information contained in this record is accurate and that all work documented herein complies with the requirements of the contract. Any exceptions to this certification are documented as a part of this record."

Submit the record and certification within one working day of the work being performed.

If the record is incomplete, in error, or otherwise misleading, a copy of the record will be returned with corrections noted. When chronic errors or omissions occur, correct the procedures by which the records are produced.

#### H) Acceptance:

The Contractor's quality control system will be evaluated based on the demonstrated ability of the quality control system to result in work meeting the contract requirements.

If the Government's testing and inspection indicate that the Contractor's quality control system is ineffective, make immediate improvements to the system to correct these inadequacies. Furnish notification in writing of improvements and modifications to the system.

### **F.4 REPORTING REQUIREMENTS AND COMUNICATION**

#### **F.4.1 Refer to Project Manual the following Attachment J.21 Project Manual, Division 1 Specifications in Attachment**

- 1) 01 3100 (Project Management and Coordination)
- 2) 01 3200 (Construction Progress Documentation)
- 3) 01 3233 (Photographic Documentation)
- 4) 01 3300 (Submittal Procedures)
- 5) 01 7700 (Closeout Procedures)

#### **F.4.2 The Contractor shall submit Monthly Reports and a Final Report as follows:**

- (a) **Monthly Reports:** The Contractors shall provide to the COR, within 5 days after the end of each month and as a condition for progress payment, a report on the activities undertaken during the month. The monthly report should seek to be a brief yet precise, description of the activities, with emphasis on issues that have arisen, impacts made, constraints and problems encountered, and proposals for remedial action to be taken. The monthly report should also include the Contractor's accrued monthly expenditures, summary of invoices, a timeline, progress photos and updated schedule. The final format for the monthly report is to be agreed upon between the Contractor and the COR. Two copies of the Monthly Report shall be submitted. One (1) copy to the Payment Office and one (1) to the Contracting Officer Representative (COR).

During any delay in furnishing a Monthly Report required under this contract, the Contracting Officer may withhold from payment an amount not to exceed 10 percent (10%) of the amount of the monthly progress payment, until such time as the Contracting Officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the Contractor's progress.

- (b) **Final Report:** The Contractor shall prepare a Final Report that matches accomplishments to the specific items in the Scope of Work. The content and submittal date of the Final Report is to be agreed upon between the Contractor and the COR.

The Court reserves the right to adjust the level of reporting during the performance of this

contract.

The Contractor shall perform the activities required to successfully complete the Courts requirements and submit each deliverable to the Contracting Officer's Technical Representative (COTR) identified in section G.9 of this IFB.

F.4.3 All deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall furnish office supplies, materials, equipment and employees required to meet and perform the requirements of this Contract.

**F.4.4 Submittals**

Informational Submittal: A detailed 4-week look-ahead schedule shall be submitted once a week by the close of business on the last day of the previous week's work. The schedule shall include the following:

- a. Specific location of work for each trade
- b. Description of work for each trade
- c. Number of persons who will be on site for each location and trade
- d. Specific impacts required, such as equipment or utility shutdowns
- e. Hours of operation

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## **SECTION G: CONTRACT ADMINISTRATION**

### **G.1 INVOICE PAYMENT:**

- G.1.1 The Courts will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2 The Contractor shall prepare invoice in duplicate and submit it to the Contracting Officer's Representative (COTR). The contractor shall review each invoice for certification of receipt of satisfactory services prior to authorization of payment. Payment will be made withing on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### **G.2 INVOICE SUBMITTAL:**

- G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer. The address of the CFO is:

Accounting Supervisor  
 Budget and Finance Division  
 District of Columbia Courts  
 616 H Street, N.W., Suite 600  
 Washington, D.C. 20001  
 Telephone: 202-879-2813  
[accountingbranch@dcsc.gov](mailto:accountingbranch@dcsc.gov)

- G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.2.2.2 Contract number and invoice number;
- G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6 Name, title, phone number of person preparing the invoice;

- G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8 Authorized signature.

### **G.3 BILLING/ PAYMENT CERTIFICATION**

- G.3.1 Payment to the Contractor for services satisfactorily performed shall be made by the Courts once the Contractor's certified invoice has been approved by the **COTR**, or in the case of a dispute, subject to final determination by the Contracting Officer.
- G.3.2 Based upon Applications for Payment submitted to the Courts by the Contractor, the Courts shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- G.3.3 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- G.3.4 Notwithstanding any other payment terms in this contract, the Courts will make invoice payments under the terms and conditions in accordance with the Courts policies. The Courts shall make progress payments monthly as the work proceeds or at more frequent intervals as determined by the Contracting Officer, based on percentages of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.
- (1) The Contractor's request for progress payments shall include the following substantiation:
    - (i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.
    - (ii) A listing of the amount included for work performed by each subcontractor under the contract.
    - (iii) A listing of the total amount of each subcontract under the contract.
    - (iv) A listing of the amounts previously paid to each such subcontractor under the contract.
    - (v) Additional supporting data in a form and detail required by the Contracting Officer.
    - (vi) The release of Lien from General Contractor & 2<sup>nd</sup> tier releases from Sub-subs.
  - (2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if --
    - (i) Consideration is specifically authorized by this contract; and
    - (ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.
  - (3) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: See **Attachment J.9 Payment to Subcontractors and Suppliers Certificate form and submit to the Contracting Officer.**
- G.3.5 Each Application for Payment shall be based on the most recent **approved** cost loaded schedule submitted by the Contractor in accordance with the Contract Documents. The following requirements apply to the **approved** cost loaded schedule:
1. This schedule shall allocate the entire Contract Sum among the various portions of the Work;

2. The **approved** cost loaded schedule shall be prepared in such form and supported by such data to substantiate its accuracy as the Courts may be required to perform an earned value management analysis;
3. This schedule, unless objected to by the Courts, shall be used as a basis for reviewing the Contractor's Applications for Payment. See **Attachment J.17**; and Attachment J.21 Project Manual **Section 01-2900 Payment Procedures**.
4. The contractor should thoroughly review their cost-loaded schedule prior to submission to the Courts to ensure the identified costs accurately reflect the true costs of each cost-loaded activity.

G.3.6.1 In the event DC Courts choose to delete specific portions of work, these identified and approved costs will be the firm costs deleted from the contract scope of work. The contractor will not be allowed to modify these costs at a later date when determining potential contract cost credits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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(Name)

---

(Title)

---

(Date)

G.3.14 Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by

the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the “unearned amount”), the Contractor shall—

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

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

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

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

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

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

1. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided Section C and all other applicable incorporated documents, and to satisfy other requirements, if any, which extend beyond final payment; and
2. A final Certificate for Payment has been issued by the Courts.
3. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner:
  - i. an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied,



- ii. a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner,
- iii. consent of surety, if any, to final payment and if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

G.4.2 The Courts final payment to the Contractor shall be made no later than thirty (30) days after the issuance of the Courts final Certificate for Payment.

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

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

- a) Pay the subcontractor for the proportionate share of the total payment received from the Courts that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the Courts and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.5.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the 15<sup>th</sup> day after the required payment date for any other services.

G.5.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.5.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the Courts is a party. The Courts may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**G.5.5 Subcontract requirements**

- G.5.5.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses.

**G.6 AUDITS**

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

**G.7 CONTRACTING OFFICER (CO) AND CONTRACTING OFFICER REPRESENTATIVE (COTR)**

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

All correspondence to the Contracting Officer shall be forwarded to:

- A. Louis W. Parker  
 Administrative Officer  
 Administrative Services Division  
 District of Columbia Courts  
 616 H Street, N.W., Suite 622  
 Washington, D.C. 20001

**G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER (CO)**

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

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

- G.9.1 The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

- 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 a) 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 production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
- 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.9.2 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.9.3 Coordinating site entry for Contractor personnel, if applicable;

G.9.4 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.9.5 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the Courts payment provisions; and

G.9.6 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.7 The address and email of the COTR is:

Judith Hill  
 Capital Projects Manager  
 Capital Projects and Facilities Management Division  
 616 H Street, N.W., Suite 622  
 Washington, D.C. 20001  
 Judith.Hill@[dcsc.gov](mailto:Judith.Hill@dcsc.gov)

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

- 1. To award, agree to or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
- 2. Grant deviations from or waive any of the terms and conditions of the contract;
- 3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,

4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of Courts property, except as specified in the contract.

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

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

### **H.1 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act which will interfere with the performance of work done by any other Courts Contractor or by any Courts employee. If another contractor is awarded a future contract for performance of the required services, the original contractor shall cooperate fully with the Courts and the new contractor in any transition activities which the Contracting Officer deems necessary during the term of the contract.

### **H.2 DISCLOSURE OF INFORMATION**

H.2.1 Any information made available by the District of Columbia Courts shall be used only for the purposes of carrying out the provisions of this contract, and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.

H.2.2. In performance of this Contract, the Contractor agrees to assume responsibility for protection of the confidentiality of Courts records and that all work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.

H.2.3 Each office or employee of the Contractor to whom information may be available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.

H.2.4 No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than the District of Columbia Courts officials unless written approval is obtained in advance from the Contracting Officer.

### **H.3 RIGHTS IN DATA**

H.3.1 "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 and pricing, or management information.

H.3.2 The term "Technical Data" as used herein, means recorded information regardless of form or characteristic. It may, for example, document research, experimental, developmental work, or be used to define a design or process to produce, support, maintain, or update material or documentation. The data may be character, graphic or pictorial delineation in media such as drawings or photographs, text, or related design or performance type documentation. Examples of technical data include research data, documentation drafts, lists, specifications, profiles, standards, process sheets, manuals, and technical reports.

- H.3.3 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner, Construction Manager or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Construction Manager and Architect. Contractor will not knowingly include any work copyrighted by others in any material prepared under this Agreement unless it obtained either prior permission from the Owner or an irrevocable royalty free license for the Owner in such work.
- H.3.4 All data first produced in the performance of any contract resulting from this solicitation process shall be the sole property of the District of Columbia Courts. The Offeror hereby acknowledges that all data produced by the Offeror for the process, are works made for hire and are the sole property of the District of Columbia Courts; but, to the extent any such data may not, by operation of law, be works made for hire, the Contractor shall transfer and assign to the Courts the ownership of copyright in works, whether published or unpublished. Further, the Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights, including but not limited to the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights at common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in any manner or form, authorize others to do so, without written consent of the District of Columbia Courts until such time as the Courts may release such data to the public domain. The Courts shall not unreasonably withhold consent to the Offeror's request to publish or reproduce data in professional or public relations trade publications.

#### H.4 SECURITY REQUIREMENTS

The Courts create 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 clearances for their project team and their subcontractors, and obtain permission to work in secure areas. The processes to obtain clearances and permission may take up to ten (10) days, but contractors are still required to maintain their prescribed schedules. The requirement for Contractor personnel to obtain a security clearance is mandatory to work on the DC Courts' premise.** If the procedures to acquire the security clearance change, the Contracting Officer will notify the Contractor of any new requirements as soon as practicable. The Contractor shall satisfy security clearance 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 Offices (CSO's). These secure areas include the Clerk of the Court's office area, Judges' Chambers, and U.S. Marshals Space. A CSO and U.S. Marshal must be retained for security use by the Contractor when entering these areas.

## **H.5 CONTRACTOR MANAGEMENT RESPONSIBILITY**

The Contractor shall appoint a Project Manager who will be the Contractor's Authorized Representative for technical and administrative performance of all services required hereunder. The Project Manager shall provide the single point of contact through which all Contractor/Court communications, work and technical direction shall flow. The Project Manager will be present at scheduled deliverables presentations and responsible for insuring that any requested changes be made to the final product. The Contractor shall identify the Project Manager, in writing, within 5 days of contract award.

**H.5.1** The Offerors shall provide the following Key Personnel with the minimum qualifications desired under this contract:

1. Superintendant
2. Project Manager

**H.5.2** Each key personnel above, with the exception of the Construction Superintendant, shall be a registered professional with formal university education trained to the position for which he or she is proposed with a minimum of 10 years of experience on projects of similar size and complexity, as well as similar environment.

**H.5.3** The Construction Superintendent shall have a minimum of 10+ years of experience as a project superintendent on similar construction projects and similar environment. The Construction Superintendent must have demonstrated experience coordinating all site construction activities and supervising all field personnel as required to successfully finishing similar project on schedule and within budget. The Construction Superintendent can be the Safety Manager.

**H.5.4** Construction Key personnel shall be on the construction site on a full time basis throughout the construction period unless otherwise approved by Court or their designated representative. If key personnel are approved to be off-site to attend meetings or such other work, the Contractor shall have at minimum one alternate present on the site serving as its Construction Site Representative at all times when any performance of the work at the site is being conducted by any member of the Contractor or its subcontractor. Key personnel shall be under the direct employ of the Contractor for the duration of the work activities under this Contract.

**H.5.5** The Personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor will immediately notify the Court Contracting Officer and the Court Contracting Officers Representative reasonably in advance and will submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project.

## **H.6 SUSPENSION OF WORK**

- H.6.1 (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 of time that the Contracting Officer determines appropriate for the convenience of the Courts.
- H.6.2 (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 Contracting Officer in the administration of this contract, or (2) by the Contracting Officer'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.
- H.6.3 (c) A claim under this clause shall not be allowed:
- (1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
- (2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

## **H.7 COURT DELAYS OF WORK**

- (a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.
- (b) A claim under this clause shall not be allowed:
- (1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and



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

## **H.8 SAFETY PRECAUTIONS**

- (a) The Contractor shall perform all work in accordance with the Safety Standards of the District of Columbia and the Occupational Safety and Health Act of 1970.
- (b) The Contractor or his representative shall be thoroughly familiar with these standards and have copies of the same available at the project site at all times.
- (c) The Courts its officers, agents, servants and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection.

## **H.9 USE OF PREMISES**

- (a) The Contractor shall not load or permit the loading of any part of any structure to such an extent as to endanger its safety.
- (b) 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.
- (c) Any work necessary to be performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the Court.
- (d) The Contractor shall use only such entrances to the work area as designated by the COTR.
- (e) Any work, once started, shall be completed as rapidly as possible and without unnecessary delay.
- (f) Only such portions of the premises as required for proper execution of the contract shall be occupied.
- (g) All work shall be performed in such manner as to cause minimum annoyance to occupants of adjacent premises and interference with normal traffic.
- (h) Work performed in existing buildings shall be executed in a manner that will cause minimum interference with facility occupants.
- (i) All work shall be carried on in an orderly manner performed in such manner to cause minimum:
  - (1) Interference with or disruption of normal activities in the building which is occupied; and
  - (2) Noises or disturbances.

**H.10 ACCESS TO BUILDING**

- (a) Contractor will be given access to the building, except to secure all sensitive areas or where work is specified to be performed at specified periods.
- (b) Contractor will be given access to buildings only on Monday through Sunday of each week.
- (c) Contractor shall make all necessary arrangements for access to the building after regular working hours and/or for work on Saturday, Sunday or Holidays with the COTR.
- (d) Should the Contractor desire to work on Saturdays, Sundays, or holidays, he/she must receive permission in writing from the COTR or designee. If permission is granted, all work performed shall be at no additional expense to the Court.

**H.11 AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR**

The Court's obligation for performance of this contract beyond fiscal 2018 is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Courts for any payment may arise for performance under this contract beyond fiscal year 2018, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

**H.12 CONSENT TO SUBCONTRACT**

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

**H.13 SUBCONTRACTS**

- (a) Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the Court.
- (b) The divisions or sections of the specifications are intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.
- (c) The Contractor shall be as fully responsible to the Court for the acts and omissions of subcontractors, and of persons employed by them as he is for the acts and omissions of persons directly employed by him.
- (d) The Contractor shall be responsible for the coordination of the trades, subcontractors, materials, and persons engaged upon his work.

- (e) The Court will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.
- (f) Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution. Notwithstanding any such subcontractor approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

#### **H.14 LIQUIDATED DAMAGES:**

**H.14.** The Contractor, its agent and subcontractors shall be liable for liquidated damages for each day of delay in achieving Substantial Completion and Final Project Completion as detailed in Article 9.11 of the General Terms and Conditions for Construction (Attachment J.20).

#### **H.15. PERFORMANCE BOND, PAYMENT BOND AND WARRANTY REQUIREMENTS**

**H.15.1** The Offeror shall furnish bonds covering the faithful performance of the Contract (performance bond) equivalent to 100% of the contract value. A payment bond equivalent to 100% of all obligations arising there under. A warranty bond equivalent to 20%. Bonds may be secured through the Offeror's usual sources. The Contractor shall be required to provide the warranty bond at least three (3) calendar days before the Final Statement of Payment is issued. This warranty must be in effect for one (1) year, from the date of the final payment to the Contractor.

**H.15.2** If the furnishing of such bonds is stipulated in the Bid Documents, the cost shall be included in the Offer. If the furnishing of such bonds is required after receipt of Offers and before execution of the Contract, the cost of such bonds shall be added to the Offer in determining the Contract Sum.

**H.15.3** If the Courts require that bonds be secured from other than the Offeror's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

#### **H.16 TIME OF DELIVERY AND FORM OF BONDS**

**H.16.1** The Offeror shall deliver the required performance and payment bonds to the Courts not later than 5 days following the date of execution of the Contract. If the Work is to be commenced prior to the date stated in the letter of intent, the Offeror shall, prior to the commencement of the Work, submit evidence satisfactory to the Courts that such bonds will be furnished and delivered.

**H.16.2** Unless otherwise provided, the bonds shall be written on the attached Bond Forms. Both bonds shall be written in the amount of the Contract Sum.

**H.16.3** The bonds shall be dated on or after the date of the Contract Award.

**H.16.4** The Offeror shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

**H.17 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Davis Bacon Act, Wage Determination No.: DC1070002, dated 08/18/17, issued by the U.S. Department of Labor, and incorporated herein as Section J.18. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

**H.18 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.19 WARRANTY**

Offerors are encouraged to submit information on any standard commercial warranties provided for offered products. The DC Court will consider these warranties in determining the most advantageous offer, to the extent provided in the evaluation factors.

**H.20 Incorporation of Warranty.** Notwithstanding the contractor's standard commercial warranty, if offered and accepted by the DC Court, any dispute thereunder will be resolved under the Disputes clause of this contract, notwithstanding any disputes procedure that may be specified in the warranty.

**H.21 Contractor Warranty (Products)**

**H.21.1** The contractor warrants that all products furnished under this contract, including packaging and markings, will be free from defects in material or workmanship and will conform with the specifications and all other requirements of this contract.

**H.21.2** The contracting officer will give written notice to the contractor of any breach of warranty and either:

- (1) Require the prompt correction or replacement of any defective or nonconforming products; or
- (2) Retain them, reducing the contract price by an amount equitable under the circumstances.

**H.21.3** When return for correction or replacement is required, the contractor is responsible for all costs of transportation and for risk of loss in transit. If the contractor fails or refuses to correct or replace the defective or nonconforming products, the contracting officer may correct or replace them with similar products and charge the contractor for any cost to the DC Court. In addition, the contracting officer may dispose of the nonconforming products, with reimbursement from the contractor or from the proceeds for excess costs. Any products corrected or furnished in replacement are subject to this clause.

**H.21.4** The rights and remedies of the DC Court provided in this clause are in addition to, and do not limit, any rights afforded to the DC Court by any other clause of the contract.

#### **H.21.5 Warranty of Services**

**H. 21.5.1** Definition. "Acceptance," as used in this clause, means the act of an authorized representative of the DC Court by which the DC Court assumes for itself, or as an agent of another, approves specific services, as partial or complete performance of the contract.

**H. 21.5.2** Notwithstanding inspection and acceptance by the DC Court or any provision concerning the conclusiveness thereof, the contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The contracting officer will give written notice of any defect or nonconformance to the contractor [contracting officer will insert the specific period of time in which notice will be given to the contractor; e.g., "within 30 days from the date of acceptance by the DC Court"; within 1000 hours of use by the DC Court;" or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time]. This notice will state either:

- (1) that the contractor shall correct or re-perform any defective or nonconforming services; or
- (2) that the DC Court does not require correction or re-performance.

**H. 21.5.3** If the contractor is required to correct or re-perform, it shall be at no cost to the DC Court, and any services corrected or re-performed by the contractor shall be subject to this clause to the same extent as work initially performed. If the contractor fails or refuses to correct or re-perform, the contracting officer may, by contract or otherwise, correct or replace with similar services and charge to the contractor the cost occasioned to the DC Court thereby, or make an equitable adjustment in the contract price.

**H.21.5.4** If the DC Court does not require correction or re-performance, the contracting officer will make an equitable adjustment in the contract price.

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## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The D.C. Courts General Provisions, revised May 2017 (Attachment J.1) and the General Conditions and the Construction Contracts (Attachment J.20) are incorporated as part of the resulting contract.

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

### **I.3 CONFIDENTIALITY OF INFORMATION**

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

### **I.4 TIME**

Time, if stated in a number of days, will be calendar days, therefore, include Saturdays, Sundays, and holidays, unless otherwise stated herein.

### **I.5 RIGHTS IN DATA**

**THIS SECTION IS RESERVED AND NOT APPLICABLE TO THIS SOLICITATION**

### **I.7 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another courts contractor or by any court employee.

### **I.8 Ethics in Public Contracting**

The Offeror shall familiarize itself with the Court's policy entitled "Ethics In Public Contracting". The Offeror shall abide by such provisions in submission of its proposal and performance of any contract awarded. See Attachment J.3.

### **I.9 Disputes**

Any dispute arising under or out of this contract is subject to Attachment J.1 General Provisions (Chapter 8) of the Procurement Guidelines of the District of Columbia Courts.

**I.10 Laws and Regulations**

All applicable laws, Courts rules, procurement guidelines and regulations shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.

**I.11 Non-Discrimination**

The Contractor agrees that it will comply with the nondiscrimination requirements set forth in D.C. Code, Section 2-1402.11(2001) which will be incorporated into any contract awarded. The Contractor agrees to comply with requests from the Courts to support the Contractor's adherence to this section.

**I.12 Examination of Books and Records**

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

**I.13 Record Keeping**

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

**I.14 Protest**

- I.14.1 Any aggrieved person may protest this solicitation, award or proposed contract award in accordance with Attachment J.1 Chapter 8 of the Procurement Guidelines of the District of Columbia Courts. Protest shall be filed in writing, within ten (10) working days after the basis of the protest is known (or should have been known), whichever is earlier with the Contracting Officer at:

Administrative Officer  
Administrative Services Division  
District of Columbia Courts  
616 H Street, N.W., Suite 622  
Washington, D.C. 20001

- I.14.2 A protest shall include the following:

I.14.2.1 Name, address and telephone number of the protester;

I.14.2.2 Solicitation or contract number;

I.14.2.3 Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;

I.14.2.4 Request for a ruling by the Contracting Officer; and

#### I.14.2.5 Statement as to the form of relief requested.

#### I.15 Debriefing

An unsuccessful offeror may request a debriefing by submitting a written request to the Contracting Officer at the address specified in I.10 above within (3) calendar days from the date of receipt of the notification of award.

#### I.16 INSURANCE

**I.16.1 General Requirements:** Prior to execution of the contract, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with an insurance company licensed or qualified to do business with the District of Columbia Courts. **All insurance shall set forth the District of Columbia Courts as an additional insured. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit on the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with Ten (10) days prior written notice in the event of non-payment of premium. The Contractor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after the request.**

- a. General Liability Insurance. The Contractor shall provide bodily injury liability insurance coverage of at least \$2,500,000.00 per occurrence.
- b. Automobile Liability Insurance. (applicable to owned, non-owned and hired vehicles): The Contractor shall provide comprehensive automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract against liability for bodily injury and property damage in an amount not less than that required by law of the District's Compulsory/No-Fault Vehicle Insurance of 1982, as amended. The policy shall provide coverage of at least \$2,500,000.00, per person, \$2,500,000.00 per occurrence for bodily injury.
- c. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance covering all of its employees working in conjunction with the performance of this contract. Contractor agrees to comply at all times with applicable Federal and District of Columbia workers' compensation and occupational disease statutes.
- d. Certificates of insurance acceptable to the Courts shall be filed with the Courts prior to the commencement of the Work. These certificates and the insurance policies required shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Courts. If any of the foregoing insurance coverage are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by **Attachment J.17.** Information concerning the reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the



Contractor with reasonable promptness in accordance with the Contractor's information and belief.

- I.16.2 **Duration:** The Contractor shall carry all required insurance until all contract work is accepted by the Courts, and shall carry the required General Liability; any required Professional Liability, and any required Employment Practices Liability insurance for one (1) year following final acceptance of the work performed under this contract.
- I.16.3 **Liability:** These are the required minimum insurance requirements established by the Courts. However, the required minimum insurance provided above will not in any way limit the Contractor's liability under this Contract.
- I.16.4 **Contractor's Property:** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the Courts.
- I.16.5 **Measure of Payment:** The Courts shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- I.16.6 **Notification:** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- I.16.7 **Certificates of Insurance:** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Flor de Maria Rivera, Senior Contract Specialist  
 District of Columbia Courts  
 616 H St. NW - Suite 622  
 Washington, D.C. 20001  
[maria.rivera@dcsc.gov](mailto:maria.rivera@dcsc.gov)

- I.16.8 **Disclosure of Information:** The Contractor agrees that the Courts may disclose the name and contact information of its insurers to any third party which presents a claim against the Courts for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract

## **I.17 EQUAL EMPLOYMENT OPPORTUNITY**

- I.17.1 Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, marital status, sex, disability, sexual preference or age. Contractor shall take such actions as are reasonably necessary to ensure that employees and applicants for employment are treated without regard to their race, creed, color, national origin, marital status, sex, sexual preference or age. As used herein, the term "treated" shall mean and include, without

limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

- I.17.2 Contractor shall furnish all information and reports required by Governmental Authorities to determine Contractor's compliance with the provisions of Applicable Laws, and shall permit access to its books and records by DC Courts and/or any such Governmental Authority during regular business hours for purposes of investigation to ascertain compliance with this Section.

## **I.18 COST AND PRICING DATA**

The offeror shall complete the Attachment J.11 – Bid/Offer Sheet certifying independent price determination, Attachment K.1 -Proposal / Offer Breakdown Sheet and Attachment K.2 Unit Prices.

## **I.19 ORDER OF PRECEDENCE**

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (a) Supplies and Services or Price/Cost Section (Section B);
- (b) Specifications/Work Statement (Section C);
- (c) Special Contract Requirements (Section H);
- (d) Deliveries and Performance (Section F);
- (e) Contract Clauses (Section I);
- (f) Contract Administration Data (Section G);
- (g) Inspection and Acceptance (Section E); and
- (h) Contract Attachments (Section J) in the order they appear.

## **I.20 CANCELLATION CEILING**

In the event of cancellation of the contract because of non-appropriation for any fiscal year after the fiscal year 2018, there shall be a cancellation ceiling of zero dollars representing reasonable pre production and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

## **I.21 GOVERNING LAW**

This Contract and any disputes arising out of or related to this Contract shall be governed by and construed in accordance with, the laws of the District of Columbia.

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**SECTION J: ATTACHMENTS**

J.1 The Scope of Work under this Contract is defined in the Attachments of this Section as shown below. The following list of attachments is incorporated into the solicitation:

Attachment Number	Document
J.1	General Provisions Applicable to District of Columbia Courts Contract
J.2	Anti-Collusion Statement
J.3	Ethics in Public Contracting
J.4	Non-Discrimination
J.5	Certification of Eligibility
J.6	Tax Certification Affidavit
J.7	Certification Regarding A Drug-Free Workplace
J.8	Release of Claims
J.9	Payment to Subcontractors and Suppliers Certificate
J.10	District of Columbia Courts Sexual Harassment Policy
J.11	Bid/Offer Form
J.12	Bid/Offer Bond Form
J.13	Payment Bond Form
J.14	Performance Bond Form
J.15	Tax Regulations
J.16	DC Courts Tax Exemption Certificate
J.17	Application for Payment
J.18	Davis Bacon Act and Davis Bacon Wage Rates
J.19	Contract Work Hours and Safety Standards Act
J.20	General Terms and Conditions for Construction
J.21	Project Specifications
J.22	Project Drawings and Drawings Index
K.1	Proposal / Offer Summary
K.2	Offer Breakdown Sheet (unit prices)

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## **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: \_\_\_\_\_

**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:

Flor Rivera, Senior Contract Specialist  
District of Columbia Courts



Capital Projects and Facilities Management Division  
616 H St., NW, Suite 622  
Washington, DC 20001  
E-mail address: [maria.rivera@dcsc.gov](mailto:maria.rivera@dcsc.gov)

**K.12.3** Any prospective Offeror desiring an explanation or Interpretation of this Solicitation must request it in writing by May 29. Requests should be directed to the Senior Contract Specialist via the email address listed above. Any substantive information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors. **Oral explanations and/or instructions given before the award of the contract will not be binding.**

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

### **K.13 SUBSTITUTIONS**

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

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

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

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

### **K.14 AMENDMENTS**

**K.14.1** Amendments will be transmitted by the issuing office to all who are known to have initially received a complete set of the Offering Documents.

**K.14.2** Copies of Amendments will be made available for inspection wherever Offering Documents are on file for clarification.

**K.14.3** Amendments will be issued no later than three (3) days prior to the date of receipt of the Offers unless an Amendment withdrawing the request for Offers or one which includes postponement of the date for receipt of Offers.

**K.14.4** Prior to submitting an Offer, each Offeror shall ascertain all Amendments issued, and acknowledge their receipt in the Offer.

\*\*\*\*\*THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY \*\*\*\*\*

**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 a 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-18-IFB-0101***

***Caption: "Juvenile Intake"***

***Proposal Due Date & Time: June 12, 2018 No later than 3:00 P.M.***

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

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

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

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

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

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

**L.1.4 Offerors may submit Proposals either by mail or by hand delivery/courier services.**

L.1.4.1 **Offerors submitting their proposals by mail must mail their proposals to the following address:**

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

Washington, D.C. 20001

**L.1.4.2 Offerors submitting their proposals by hand delivery/courier services must hand deliver their proposals to the following address:**

District of Columbia Courts  
 Administrative Services Division  
 Procurement and Contracts Branch  
 Attn: Flor Rivera, Senior Contract Specialist  
 701 7<sup>th</sup> Street, N.W., Suite 612  
 Washington, D.C. 20001

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

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

**L.2.2** Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of offeror's capabilities to satisfy the requirements of this IFB. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered. The proposal shall be prepared in two volumes. These shall be submitted in loose-leaf, three-ring notebooks for each copy of Volume I – Technical Proposal, and for each copy of Volume II - Price Proposal. See also, clause L.2.7 – Price Proposal. Each bidder shall also include one (1) electronic copy (CD) that should include a copy of both the technical volume and a copy the pricing volume together.

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

Tab A	<p>General Information, <b>Certifications, Affidavits, &amp; Other Submissions</b></p> <p><b>(Please refer Clause L.2.4 – General Information and Clause L.10 Certifications, Affidavits, &amp; Other Submissions)</b></p>
Tab B	<p><b>Technical Approach (Please refer to Section L.2.5)</b></p> <p>1) Construction Schedule- A comprehensive technical plan listing all project tasks with clear and achievable deadlines for the completion of tasks to meet project objectives. Provide a legible Critical Path Method (CPM) schedule for the project showing a well-developed critical path (with logic indicated) for the completion of the project. Offeror shall provide the schedule</p>

based on the following requirements:

1. The bid Schedule must be prepared within the following scheduling software programs: Primavera P6.
2. An electronic data file of the Bid Schedule must be generated from the software program being used to generate this schedule, and submitted on a CDROM as part of the Bid submittal requirements.

Provide a legible Critical Path Method (CPM) schedule for the project showing a well-developed critical path (with logic indicated) for the completion of the project. The project schedule must include all project activities (not to exceed 14 days on any given activity), show coordination with all major actions, and must indicate the date of Substantial Completion, a date of Ready For Owner Occupancy, and a date of Final Project Completion (as defined below). In addition, provide a written narrative of the schedule.

Substantial Completion is defined as the date when work per the Contract Documents is complete to the point where the DC Courts can fully, safely, and securely commence work in the Project Area. For scheduling purposes the cabling, security, and furniture installations are complete, and the other DC Court vendors (i.e. IT and Telecom) can deliver and install their respective equipment and furnishings to bring this project to a final point where it is ready for full Occupancy.

Ready For Owner Occupancy is defined as the date when the DC Courts vendors are complete (i.e. Security, IT and Telecom) and the Project Area is ready for full Occupancy to meet the necessary DC Court functions.

Final Project Completion is defined as the date when all punch list corrections, project paperwork and close out documentation has been submitted for review, approved, and accepted by the DC Courts.

For preparation of the CPM schedule, assume a Notice to Proceed Date of approximately June 26, 2018.

For preparation of the CPM schedule, assume a Construction Mobilization Date of approximately July 2, 2018.

	<p>b. A detail management plan which clearly defined project responsibilities and accountability.</p> <p>c. Proposed Quality Assurance Plan to include surveillance schedule and surveillance method to be used.</p>
Tab C	<p style="text-align: center;"><b>Past Performance:</b></p> <p>a. List of all references and <b>Attachment J.9.</b> Please refer to Clause L.2.8.requirements of the Statement of Work.</p>
Tab D	<p><b>Firm's/Organization's Experience: (Please refer to Section L.2.7)</b></p> <p>a. Documentation indicating the capabilities and experience of the firm's expertise working in secure environments.</p>
Tab E	<p><b>Experience and Qualification of key personnel: (Please refer to Section L.2.6)</b></p> <p>a. Staff's expertise, knowledge and experience</p>
Tab F	<p style="text-align: center;"><b>Disclosures (Please refer to Section L.2.9)</b></p> <p><b>1. Disclosure details of any legal action or litigation past or pending against the Offeror.</b></p> <p><b>2. A statement that the Offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the Offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts.</b></p> <p><b>3. Documentary evidence (e.g. certificates) that the Offeror is authorized to conduct business in the District, and the Offeror is current in its tax obligation to the District of Columbia.</b></p>

**L.2.2.2**

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

	<b>PRICE</b>
Tab A	<p>a. Price Information -detailed price breakdown of all price (See also, Clause L.2.10)</p>

**L.2.2.3**

**Each Offeror shall submit one completed copy of the IFB, 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 IFB.**

## L.2.4 **General Information.**

L.2.4.1 Each Offeror must provide the following information in this section:

L.2.4.1.1 If the offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements;

L.2.4.1.2 Ownership structure;

L.2.4.1.3 Ownership by foreign corporation with an interest exceeding five (5) percent;

L.2.4.1.4 Articles of incorporation, partnership or joint venture agreement; and

L.2.4.1.5 **Documentary evidence that the offeror is located and is authorized to conduct business in the District. Document should include copy of any current license, permit, registration or certification to transact business in the District of Columbia, if required by law to obtain such license, permit, registration or certification;**

## L.2.5 **Technical Approach**

L.2.5.1 The offeror shall provide a comprehensive project schedule to accomplish the work described in Section "C" - Description/Specifications/Statement of Work. This shall include:

L.2.5.2 A detail management plan which clearly defined project responsibilities and accountability.

L.2.5.3 Proposed Quality Assurance Plan to include surveillance schedule and surveillance method to be used.

## L.2.7 **Firm/Organization Experience:**

L.2.7 Documentation indicating the capabilities and experience of the firm's expertise working on projects of similar size and nature and years of experience.

## L.2.8 **Past Performance:**

L.2.8.1 The Offeror shall provide any information to substantiate the Offeror's past performance in completing the requirements of Section C. The Offeror shall provide the following information:

L.2.8.2 **References: The name, address and contact person of four (4) references for which services of this nature have been provided in the past five (5) years.**

L.2.8.3 Past Performance Evaluation Form will be used to query previous customers regarding Offerors past performance on contracts. Offerors shall assure that customers listed in the proposal complete and sign the Performance Evaluation Form and return them with the technical proposal submission. For each reference contacted, the contact person will be

requested to confirm the Period of performance, dollar amount, Timeliness of Performance, Cost Control Business Relations and Customer Satisfaction.

**L.2.9 Experience, Qualifications and Resumes of Key Personnel**

L.2.1 Resumes of all proposed staff;

**L.2.9 Disclosure**

**L.2.9.1** This section of the proposal shall include the disclosure information described below:

L.2.9.1.1 Disclosure details of any legal action or litigation past or pending against the offeror;

L.2.9.1.2 A statement that the offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts; and

L.2.9.1.3 Documentary evidence (e.g. certificates) that the offeror has a place of business located in the District of Columbia and is authorized to conduct business in the District, and the offeror is current in its tax obligation to the District of Columbia.

**L.2.10 Price Proposal**

L.2.10.1 A separately bound price proposal must be submitted using the format provided (Attachment K.1 and K.2) of this IFB. The price furnished by the offeror shall be itemized for the services set forth in Section C. The offeror's price proposal shall become a part of the awarded contract. The offeror's price proposal shall include all costs for the required services. This pricing information will also be used for reasonability evaluation purposes.

**L.3 Proposal Submission Date and Time, Late Submission, Modifications and Withdrawals:**

L.3.1 Proposals shall be submitted no later than the date and time specified in the solicitation. Proposals, modifications to proposals, or requests for withdrawal that are received in the designated Courts office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

L.3.1.1 The proposal or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of offers;

L.3.1.2 The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts after receipt; or



- L.3.1.3 The proposal is the only proposal received.
- L.3.2 The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.
- L.3.3 A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.
- L.3.4 A late modification of a successful proposal which makes its terms more favorable to the Courts shall be considered at any time it is received and may be accepted.
- L.3.5 A late proposal, late modification or late withdrawal of offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

#### **L.4 Questions:**

- L.4.1 Questions concerning this Request For Proposals **must be directed by e-mail to:**

Flor Rivera, Senior Contract Specialist  
 Procurement and Contracts Branch  
 Administrative Services Division  
 District of Columbia Courts  
 E-mail address: [maria.rivera@dcsc.gov](mailto:maria.rivera@dcsc.gov)  
 Telephone Number: (202) 879 –8778  
 Fax Number: (202) 879 –2835

- L.4.2 For further information on submission of questions, please refer to section L.5 of this IFB.

#### **L.5 Explanation to Prospective Offerors:**

- L.5.1 **Any prospective offeror desiring an explanation or interpretation of this solicitation must request it by email no later than May 25, 2018, by 3:00 p.m.** Requests should be directed to the procurement contact person at the e-mail address listed in Section L.4. Any substantive information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors. Amendments will be post at <http://www.dccourts.gov/dccourts/courtsystem/procurement.jsp>

Oral explanations or instructions given before the award of the contract will not be binding.

**L.6 Changes to the IFB:**

L.6.1 The terms and conditions of this IFB may only be modified by written addenda issued by the Contracting Officer, any oral representations to the contrary notwithstanding.

**L.7 Contract Award:**

L.7.1 The Courts intends award a contract to the responsible offeror for the services required under this IFB to the offeror whose proposal is determined to be the lowest cost.

L.7.2 The Courts may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of price, technical, and other factors.

**L.8 Cancellation of Award**

L.8.1 The District of Columbia Courts reserve the right, without liability to the Court, to cancel the award of any contract at any time prior to the approval of a formal written contract signed by the Executive Officer and Administrative Officer of the District of Columbia Courts.

**L.9 Official Offer**

L.9.1 Offers signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to the Contracting Officer.

**L.10 Certifications, Affidavits and Other Submissions**

L.10.1 Offerors shall complete and return with their proposal the Representations and Certifications (Attachment J.2 - Anti-Collusion Statement, J.3 - Ethics in Public Contracting, Attachment J.4 - Non-Discrimination, J.5 - Certification of Eligibility, J.6 - Tax Certification Affidavit, J.7 - Certification of a Drug-Free Workplace).

**L.11 Retention of Proposals**

L.11.1 All proposal documents shall be the property of the District of Columbia Courts and retained by the Courts, and therefore will not be returned to the offerors. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section L.1.3.

**L.12 Public Disclosure under FOIA:**

- L.12.1 Trade secrets or proprietary information submitted by an offeror in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Court. However, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the offeror's entire proposal is proprietary will have no effect whatsoever.

**L.13 Examination of Solicitation:**

- L.13.1 Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the offeror's risk.

**L.14 Acknowledgment of Amendments:**

- L.14.1 Offerors shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) identifying the amendment number and date in the proposal; or (c) letter. The District of Columbia Courts must receive the acknowledgment by the date and time specified for receipt of offers. Offeror's failure to acknowledge an amendment may result in rejection of the offer.

**L.15 Right to Reject Proposals:**

- L.15.1 The Courts reserves the right to reject, in whole or in part, any and all proposals received as the result of this IFB.

**L.16 Proposal Preparation Costs**

- L.16.1 Each offeror shall bear all costs it incurs in providing responses to this IFB and for providing any additional information required by the Courts to facilitate the evaluation process. The successful offeror shall also bear all costs incurred in conjunction with contract development and negotiation.

**L.17 Prime Contractor's Responsibilities**

- L.17.1 Each offeror may propose services that are provided by others, but any service(s) proposed must meet all of the requirements of this IFB.
- L.17.2 If the offeror's proposal includes services provided by others, the offeror will be required to act as the prime Contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The Contractor will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this IFB.

**L.18 Contract Type:**

L.18.1 This is a firm-fixed price contract.

**L.19 Failure to Respond to Solicitation:**

L.19.1 In the event that a prospective offeror does not submit an offer in response to the solicitation, the prospective offeror should advise the Contracting Officer by letter or postcard whether the prospective offeror wants any future solicitations for similar requirements. If the prospective offeror does not submit an offer for three successive offer openings and does not notify the Contracting Officer that future solicitations are desired, the prospective offeror's name may be removed from applicable mailing list.

**L.20 Signing Offers and Certifications:**

L.20.1 Each offeror must 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.21 Errors in Offers:**

L.21.1 Offerors shall fully inform themselves as to all information and requirements contained in the solicitation. Failure to do so will be at the offeror's risk. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.

**L.22 Authorized Negotiators**

L.22.1 The offeror shall include in its proposal a statement indicating those persons authorized to negotiate on the offeror's behalf with the District of Columbia Courts in connection with this Request for Proposals: (list names, titles, and telephone numbers of the authorized negotiators). Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the offeror's risk.

**L.23 Acceptance Period**

L.23.1 The Offeror agrees keep its offer open for one hundred twenty (120) days from the date specified in this solicitation for the submission of proposals.

- L.23.2 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 keep their FPRs open for one hundred 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 Courts intend to make an award to the responsible firm whose proposal meets the minimum criteria's listed below:

1. Proven experience to have worked on secure facilities
2. General Contractor should have at least 10 years of experience
3. General Contractor should demonstrate to have managed projects between \$800,000 and \$2,500,000
4. An acceptable quality assurance plan
5. An acceptable Construction schedule
6. A reasonable proposal that represents the lowest cost

### M.2 TECHNICAL RATING

**M.2.1** The technical evaluation factors set forth below shall be used to evaluate each proposal. The criteria for evaluating the proposals and their respective Technical Rating Scale are as follows:

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

## M.3.2 PRICE

### M.3 Price Proposal Evaluation

- M.3.1 The Courts will not rate or score price, but will evaluate each Offeror's price proposal for realism, reasonableness, and completeness. This evaluation will reflect the Offeror's understanding of the solicitation requirements and the validity of the Offeror's approach to performing the work.
- M.3.2 Realism: The Courts will evaluate the realism of the proposed price by assessing the compatibility of proposed price with proposal scope and effect. In the evaluation the Courts will consider the following:
- a. Do the proposed prices reflect a clear understanding of the requirements?
  - b. Do the proposed prices for performing various functional service requirements reflect the likely costs to the Offeror in performing the effort with reasonable economy and efficiency?
  - c. Are proposed prices unrealistically high or low?
  - d. Are the proposed prices consistent with the technical and management/staffing approach (e.g., if the Offeror proposes a staff of  $x$  people, the price proposal must account for  $x$  people)?
- M.3.3 Reasonableness: In evaluating reasonableness, the Courts will determine if the Offeror's proposed prices, in nature and amount, do not exceed those which would be incurred by a prudent contractor in the conduct of competitive business.
- a. Is the proposed prices (for Section B – Supplies or Services and Price/Cost) comparable to the independent Courts cost estimate?
  - b. Is the proposed labor/skill mix comparable to the projected Courts skill mix and/or sufficient to meet the Section C requirements based upon the Offeror's technical and management approach?
- M.3.4 Completeness: In evaluating completeness, the Courts will determine if the Offeror's provides pricing data of sufficient detail to fully support the offer and permit the price evaluation will be objective.
- M.4 Award Criteria**  
The Evaluation Committee shall recommend in writing, the award to the offeror whose offers is;
- a) The lowest, responsible reasonable and reliable bidder whose technical proposal has been scored as acceptable.

The Evaluation Committee will also propose as second and third alternatives, the offers that they occupy the second and third place in descending order.