

SOLICITATION NUMBER: DCSC-23-RFP-0166

This solicitation is open market procurement.

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

B.1 SUPPLIES OR SERVICES:

- B.1.1. The District of Columbia Courts (the Courts) are seeking a qualified contractor to partner with the Courts and the Capital Projects and Facilities Management Division (CPFMD) to provide agency Program Management (PgM) services and be an integrated part of the existing CPFMD team. The Contractor will support the Courts to formulate a Program Management Office (PgMO) that will improve the CPFMD's overall performance, support the Courts to meet their strategic goals, support the Courts to meet their financial goals and obligation deadlines, and improve project performance and resolve project level issues by refining and institutionalizing standards for managing projects across the organization's program.
- B.1.2 The Courts' objective is to structure and maintain a framework that will further develop the Courts PgMO, resulting in a successful partnership between the Courts, the CPFMD and the Contractor while enabling the Courts to achieve its annual objectives within cost, scope, on schedule, and to acceptable levels of quality, safety and performance.

B.2 TERM OF THE CONTRACT:

- B.2.1. The term of the contract will be two years (2) from date of award with three (3) option years. The date of award shall be the date the Contracting Officer signs the contract document.
- B.2.2. The Courts intend to award a Cost-Plus-Fixed -Fee (CPFF) contract resulting from this solicitation. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in **Section F** in accordance with the performance standards specified in **Section F** based on the description/Specifications/Work Statement found in **Section C** of this solicitation document.
- B.2.3. The Pre-Proposal Briefing (On-site Meeting) will be held on **September 25, 2023 at 10:30 at:**
500 Indiana Avenue N.W.
District of Columbia Courts
Moultrie Building,
Training Room 4640 (4th floor east).
Washington, D.C. 20001

Offerors shall provide the following information no later than September 21, 2023:

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

B.3 ESTIMATED COST, FIXED FEE

The Offeror shall submit a price schedule, for a base period of two years and three option years, for the services specified and in accordance with **Section C**, Description/Specifications/Work Statement, of this Request for Proposal (RFP).

- (a) The estimated cost for the 24-month base period of the performance of the work required hereunder, exclusive of fee is \$ _____. The fixed fee is _____. The estimated cost-plus fixed fee is \$ _____.
- (b) The estimated cost for the 12-month option (1) period of the performance of the work required hereunder, exclusive of fee is \$ _____. The fixed fee is \$ _____. The estimated cost-plus fixed fee is \$ _____.
- (c) The estimated cost for the 12-month option (2) period of the performance of the work required hereunder, exclusive of fee is \$ _____. The fixed fee is \$ _____. The estimated cost-plus fixed fee is \$ _____.
- (d) The estimated cost for the 12-month option (3) period of the performance of the work required hereunder, exclusive of fee is \$ _____. The fixed fee is \$ _____. The estimated cost-plus fixed fee is \$ _____.

B.3.1 BUDGET

Cost Element:	Base Period (2 Years)	Option Period (1)	Option Period (2)	Option Period (3)
Labor (Salary + Fringe)	\$	\$	\$	\$
Subcontractors/Consultants	\$	\$	\$	\$
Other Direct Costs	\$	\$	\$	\$
Indirect Costs	\$	\$	\$	\$
Sub Total	\$	\$	\$	\$
Fixed Fee	\$	\$	\$	\$
Total Estimate Cost plus Fee	\$	\$	\$	\$

B.3.2 INDIRECT COSTS

For the Prime Contractor:

Indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated or predetermined rates and the appropriate bases:

Description	Base Contract Rate %	Option Year 1 Rate %	Option Year 2 Rate %	Option Year 3 Rate %
Indirect				
Fringe Benefits				
Fee				

*For the purpose of preparing the proposal the contractor shall take into account that the Courts will provide suitable office space containing seven (7) fully equipped workstations (desktop with standard office software, phone, furniture and filing) with access to the Courts network. Shared printer, fax, copiers and paper supply will be provided as well.

B.3.3 COST REIMBURSABLE

The costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with:

- (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, the term “costs” includes only—
 - (i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract.
 - (ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—
 - (A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made—
 - (1) In accordance with the terms and conditions of a subcontract or invoice; and
 - (2) Ordinarily within thirty (30) calendar days of the submission of the Contractor’s payment request to the Courts.
 - (B) Direct labor.
 - (C) Other direct in-house costs; and
 - (D) Properly allocable and allowable indirect costs, as shown in the proposal records; and

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- (iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.
- (iv) All Travel Expenses (for consultants only), including but not limited to airfare, per diem, lodging, parking, etc. are to be included within the provided proposal

B.3.4. PAYMENT OF FIXED FEE

Payment of fixed fee may be made upon receipt of a proper invoice. Fixed Fee, shall be allocated based upon the proportion of the labor provided over the period covered by the invoice. In the event the Contractor does not provide the total Level of Effort stipulated in the contract budget, the total amount of fixed fee will be reduced in similar proportion.

[END OF SECTION B]

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 PURPOSE

C.1.1 The Courts are seeking a Contractor to provide agency Program Management (PgM) services and be an integrated part of the existing CPFMD team. The Contractor will support the Courts to formulate a PgMO that will improve the CPFMD's overall performance, support the Courts to meet their strategic goals, support the Courts to meet their financial goals, and improve project performance and resolve project level issues by refining and institutionalizing standards for managing projects across the organization's program.

The Courts expectation is that the PgM contractor will support the CPFMD in program management, budget planning, project planning, organizing, securing, managing resources, procurement management, design management, construction management to achieve specific CPFMD goals. The PgM contractor will integrate into CPFMD to provide program support across the enterprise. The PgMO will lead the management and communication among multiple contractors to effectively administer the PgMO, including but not limited to, the Courts Architect Engineers and Planners (AEPs), the Construction Management (CM) contractor, the Quality Assurance (QA) contractor with clear roles defined for all players. Refer to Attachment J.11 for an organizational chart of the DC Courts and CPFMD Division.

C.2 BACKGROUND

C.2.1 The Courts is comprised of the DC Court of Appeals, the DC Superior Court and the DC Court System. The CPFMD is part of the DC Court System—providing shared services to the DC Court of Appeals and the DC Superior Court. The DC Courts currently maintain 1.5 million gross square feet (GSF) of space within six (6) Courts-owned buildings in Judiciary Square and maintain the grounds surrounding those buildings.

C.2.2. The Courts' Judiciary Square campus is comprised of the following six (6) buildings maintained by the Courts (Refer to Attachment J.12 - District of Columbia Courts Facilities Master Plan 2019) for a more detailed description of the campus):

500 Indiana Avenue N.W. (H. Carl Moultrie Courthouse)
515 5th St. NW (known as Building A)
510 4th St. NW (known as Building B) 410 E St. NW (known as Building C)
430 E St. NW (known as Building D/the Historic Courthouse)
515 St. NW (known as Historic Recorder of Deeds building)

C.2.3 Currently, the Courts temporarily house personnel in one (1) leased building near

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Judiciary Square where alterations and improvements are made by the Courts prior to or during occupation of the leased building:

700 6th St. NW., 12th Floor, Washington DC 20001

- C.2.4 Additionally, the Courts lease seven (7) satellite offices throughout the District of Columbia and one (1) disaster recovery (DR) site located in Germantown, Maryland where alterations and improvements are made by the Courts prior to or during occupation of the leased building.
- C.2.5 The Superior Court of the District of Columbia and its many supporting functions are housed in the H. Carl Moultrie Courthouse. The eight-story building is the Court’s largest facility comprising 462,660 occupiable square feet (OSF)/ 680,000 gross square feet (GSF), 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 H. Carl Moultrie Courthouse is south of Indiana Avenue opposite the DC Court of Appeals

C.2.6

Facility Type	Building Address (Judiciary Square Campus)	Area (Gross Square Feet/GSF)
Court/Office Building	500 Indiana Ave NW (H. Carl Moultrie Courthouse)	909,400
Court/Office Building & Parking Lot	515 5th St NW (Building A)	123,900
Court/Office Building & Parking Lot	510 4th St NW (Building B)	122,500
Court/Office Building	410 E St NW (Building C)	54,000
Court/Office Building	430 E St NW (Building D/Historic Courthouse)	146,550
Parking Garage	449 5th St NW (Garage)	101,200
Court/Office Building	515 D St NW (Recorder of Deeds (RoD))	44,600
Total Square Footage		1,502,150 GSF

- C.2.7 Planning and completion of operation and maintenance facility projects using an average of \$1.5-\$2 million in operating funds annually.
- C.2.8 Planning and completion of capital projects using an average of \$50 million in capital funds annually.
 - C.2.8.1 Over the next five (5) years, the Courts has four (4) major renovation initiatives ongoing and planned that requires the Courts to have a Contractor in place who has experience providing integrated agency PgM services for interrelated projects, over multiple sites, varying in scale and complexity. It is the expectation of the Courts that the Contractor facilitate full integration/communication and lead the Courts personnel, the Courts’ construction management (CM) and Quality Assurance (QA) teams, and other Courts’ contractors and vendors on project related efforts. The below projects represent major renovation initiatives anticipated by the Courts, however PgM services would be required

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to oversee all new initiatives.

- Closeout Completion of the C Street Addition/Phase2B — 62,649 gross square feet (GSF), 6-level addition with green roof consisting of office space, public space, 6 trial courtrooms and judge’s chambers, goal of LEED Platinum certification.
- Relocation of 3 DC Courts divisions (Budget and Finance, Capital Projects and Facilities Management, Administrative Services) from leased space at 700 6th Street NW to DC Courts-owned space in Building B (510 4th St. NW.)
- Modernization of the DC Courts Access to Justice Center within the Historic Recorder of Deeds Building at 515 D Street NW. Appx. 40,080 GSF of standard office space and public support services.
- Includes complete renovation of Building B at 510 4th Street - (2 floors). Renovation consists of standard office spaces.
- Includes minor renovations of office space in Building A at 515 5th Street (approximately 3,100 GSF). Space type to be renovated consists of standard office space and 2 hearing rooms.
- Complete systematic multi-year renovation of 60+ courtroom sets (courtrooms, jury rooms and witness rooms) and chambers throughout DC Courts’ facilities in Judiciary Square.

C.3 REQUIRED SERVICES

The Court’s expectation is that the Contractor provide all program management services and owner’s representative services required to carry out all the Courts’ initiatives to support the Courts in planning future initiatives out to 2035. It is expected that these services will be fully integrated to have the effect of a unified PgMO and will be sufficient to complete the following deliverables, at a minimum, within specified timeframes (summarized in **Section F**):

The Contractor who is interested in partnering with the Courts and the CPFMD to formulate and become an integrated part of the Program Management Office (PgMO) will play a key role supporting the Courts to achieve the following objectives:

1. Improve the CPFMD’s overall performance.
2. Support the CPFMD and DC Courts to meet strategic goals.
3. Support the CPFMD and DC Courts to meet financial goals.

C.3.1 IMPROVE THE CPFMD'S OVERALL PERFORMANCE

The Contractor selected shall provide sufficient services to formulate and become an integrated part of the Program Management Office (PgMO) operating with the objective to improve the CPFMD's overall performance. In addition, the Contractor shall provide deliverables sufficient to justify that the objective is being met.

Below is a list of items that the Courts deems essential to meeting this objective. This list of items is not meant to be prescriptive, but identifies the expectations of the Courts and should provide the Contractor with a baseline for developing a plan to meet the objective:

1. CPFMD Standard Operating Procedures (CPFMD SOP).

- i. The Contractor selected shall promote an integrated team approach from inception and planning of the CPFMD's program and projects to supporting the entire CPFMD team (to include CPFMD personnel, contractor personnel and vendors) to successfully deliver all projects within scope, schedule, budget and to an acceptable level of quality and safety.
- ii. The Contractor shall provide all services necessary to lead the effort to draft, update, release, coach and ensure compliance with the CPFMD Standard Operating Procedures (SOP) program-wide. A plan by which the Contractor will do so shall be provided to the CPFMD leadership for acceptance within one hundred and twenty (120) calendar days of contract award.
- iii. In an effort to standardize processes and identify responsibilities program-wide, the CPFMD has made a considerable effort to develop a Standard Operation Procedures (SOP) manual which will require updating as needed but minimally once annually. The CPFMD SOP has not been officially released to the CPFMD personnel, contractor personnel or vendors for compliance.
- iv. The Contractor selected shall not only operate in compliance with the CPFMD SOP, but shall also support the CPFMD by providing sufficient services to complete the following tasks related to the CPFMD SOP:
 1. Lead the effort to officially release the CPFMD SOP to the entire CPFMD team (to include all CPFMD personnel, contractor personnel, and vendors),
 2. Ensure program-wide compliance with the CPFMD SOP once released.
 3. Develop a regular system for auditing compliance of the CPFMD SOP
 4. Revise the CPFMD SOP annually to include all operational changes, improvements and lessons learned and any other relevant updates in alignment with industry standard practices.
 5. Ensure that the requirement to comply with the CPFMD SOP is incorporated into all future service contracts solicited and awarded by CPFMD.
 6. Provide contracting acquisition strategy and delivery method determination support, based on the best fit for individual projects or contract type and revise the CPFMD SOP to reflect the implementation of different acquisition strategies and delivery methods

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employed by the CPFMD. (Note: Review of the most current version of the CPFMD SOP will reveal that the most common acquisition strategy for projects that CPFMD executes has historically been design- build, therefore the CPFMD SOP has been written within that project delivery context).

2. CPFMD Naming Convention

- i. The Contractor selected shall provide all services necessary to lead the effort to finalize, release and ensure compliance with the CPFMD naming convention program- wide. A plan by which the Contractor will do so shall be provided to the CPFMD leadership for acceptance within sixty (60) calendar days of contract award.
- ii. In an effort to standardize documentation and improve tracking efforts program-wide, the CPFMD has developed a project and document naming convention which will require further development and continual updating. The naming convention has not been officially released to the CPFMD personnel, contractor personnel or vendors for compliance.
- iii. The Contractor selected shall support the CPFMD by providing sufficient services to complete the following tasks related to the CPFMD naming convention:
 - i. Lead the effort to review, finalize and release the CPFMD naming convention to the entire CPFMD team (to include CPFMD personnel, contractor personnel and vendors)
 - ii. Ensure program-wide compliance with the CPFMD naming convention once released. Compliance shall extend to all deliverables required by all CPFMD contracts—soft copy, hard copy, online, share point, shared file and shared drive documents, presentations, reports, drawings, schedules, etc.
 - iii. Ensure that the requirement to comply with the CPFMD naming convention is incorporated into all contracts solicited and awarded by the CPFMD in the future.

3. CPFMD Document Control Standard

- i. The Contractor shall provide all services necessary to lead the effort to finalize develop, release, coach and ensure compliance with a program and project document control standard. A plan by which the Contractor will do so shall be provided to the CPFMD leadership for acceptance within thirty (30) calendar days of contract award.
- ii. In an effort to standardize a file storage and retrieval processes program-wide, CPFMD has partially developed a standard hard copy (binder), soft copy (shared drive) and online (www.procoretech.com) file structures by which to store and retrieve program and project files. The established CPFMD document control standards will require further development and continual updating. The hard copy, soft copy and online file structures have not been reviewed, integrated and officially released to the CPFMD personnel, contractor personnel or vendors as a program-wide document control standard.

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- iii. CPFMD utilizes Procore as the Project Management Information System (PMIS) to store and retrieve program and project files. PMIS is a software program or application that organizes and controls the flow of project data and information. Procore has several tools, or modules, which are interactive management and financial processes for different elements of the project.
- iv. CPFMD currently utilizes an internal server referenced as the 'Z-drive' for program and project document archiving. Procore has become the primary document control platform. As Procore is a subscription service, all project documentation is to be transferred from Procore to the Z-drive upon completion of project closeout. Records from Project Management tools are exported and included in this file transfer.
- v. The Contractor selected shall support the CPFMD by providing sufficient services to complete the following tasks related to a program-wide document control standard:
 - i. Lead the effort to review all soft copy, hard copy, online, share point software, etc. formats for storing and retrieving program and project files with the intent of further developing an integrated program-level and project-level document control standard.
 - ii. Provide a program-wide document control standard that integrates soft copy, hard copy, online, share point software methods into a format that is consistent among hard copy, soft copy and online formats.
 - iii. After acceptance of the document control standard by the CPFMD, update, finalize and release the document control standard to the entire CPFMD team (to include CPFMD personnel, contractor personnel and vendors) for compliance.
 - iv. After release, plan, schedule and conduct tutorials/instructional sessions to demonstrate to the entire CPFMD team how to create, file, deliver and retrieve files, etc. in a manner that is consistent with the approved CPFMD document control standard
 - v. After tutorials, ensure program-wide compliance with the document control standard.
 - vi. Develop a regular system for auditing compliance of the document control standard.
 - vii. Ensure that the requirement to comply with the document control standard is incorporated into all contracts solicited and awarded by the CPFMD in the future.

4. CPFMD Electronic Data Standard

- i. The Contractor shall provide all services necessary to develop, release, coach and ensure compliance with an electronic data standard. A plan by which the Contractor will do so shall be provided to the CPFMD leadership for acceptance within ninety (90) calendar

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days of contract award.

- ii. The Contractor shall develop and implement a process for collecting approved final Project As-Built drawings once confirmed compliant with the Electronic Data Standards to the Courts vendor that maintains the master building floorplans at the completion of each project.
- iii. The Contractor selected shall support the CPFMD by providing sufficient services to complete the following tasks related to an electronic data standard:
 - 1. Develop requirements (to be validated by the CPFMD leadership) for an electronic data standard that facilitates the provision of timely, accurate and consistent electronic data that will be used to populate FM Systems and other project management and facility management software that the CPFMD is currently using and is planning to use in the future.
 - 2. After requirements are validated, propose an electronic data standard for acceptance by the CPFMD leadership that refers to all drawings, text documents, presentations, cataloging and indexing attributes, and databases used in the design, construction and commissioning efforts.
 - 3. After acceptance of the electronic data standard by the CPFMD, finalize and release the electronic data standard to the entire CPFMD team (to include CPFMD personnel, contractor personnel and vendors).
 - 4. After release of the electronic data standards, plan, schedule and conduct tutorials/instructional sessions as required to demonstrate to the entire CPFMD team members who will review electronic submissions how to identify if electronic data standards are being met.
 - 5. After tutorials, ensure program-wide compliance with the electronic data standard
 - 6. Ensure that the requirement to comply with the electronic data standard is incorporated into all contracts solicited and awarded by the CPFMD in the future.
 - 7. The Contractor shall develop and implement a process for collecting approved final Project As-Built drawings once confirmed compliant with the Electronic Data Standards to the Courts vendor that maintains the master building floorplans.

5. CPFMD Division 01—General Requirements Specification (DBB provided in Attachment, J.16)

- i. The Contractor selected shall provide all services necessary to lead the effort to review, complete customization, release and ensure compliance with the CPFMD’s Division 01—General Requirements specification. A plan by which the Contractor will do so shall be provided to the CPFMD leadership for acceptance within one hundred and twenty (120) calendar days of contract award.
- ii. In an effort to standardize operational specifications program-wide, the CPFMD has made a considerable effort to develop a Design-Build Division 1 Specification Section which will require updating as needed but minimally once annually. A Design-Bid-

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Build specification has also been developed by the Courts and will require review and updating periodically.

- iii. The Contractor selected shall support CPFMD by providing sufficient services to complete the following tasks related to the CPFMD Division 01—General Requirements specifications:
 - 1. Lead the effort to further customize the existing Division 01—General Requirements specifications for acceptance by the Courts.
 - 2. After acceptance by the Courts, ensure compliance with the Division 01—General Requirements specifications once customization is complete and a revised version is released.
 - 3. Ensure that the requirement to comply with the Division 01—General Requirements specifications is attached to all contracts solicited and awarded by the CPFMD in the future as a standard requirement.

6. CPFMD Integrated Program Schedule (CPFMD IPS) (Attachment, J.17)

- i. The Contractor selected shall be responsible for managing the program schedule and shall provide all services necessary to lead the effort to complete, maintain, and publish monthly updates of the CPFMD IPS. A plan by which the Contractor will do so shall be provided to the CPFMD leadership for acceptance within sixty (60) calendar days of contract award.
- ii. CPFMD has made a considerable effort to develop a Program Wide IPS which will require regular updating as needed but minimally monthly. The existing CPFMD IPS includes all ongoing and planned projects through 2028 so that it may be used as a tool to track progress of ongoing projects against the planned and budgeted program. It also assists in planning and awarding future projects and required contractor personnel and vendors according to the budgeted elements of the Courts’ master planning documents. (Attachments J.12 & J.15).
- iii. The Contractor selected shall support CPFMD on all schedule-related activities program-wide by providing sufficient services to complete the following tasks, at a minimum, related to the CPFMD IPS:
 - i. Complete the CPFMD IPS to include all ongoing, planned and budgeted projects through the end of fiscal year 2030. The CPFMD IPS shall capture all critical path relationships and touch points program-wide.
 - ii. Once completed, maintain the CPFMD IPS in alignment with all Courts’ planning documents as they are updated and in compliance with the CPFMD naming convention released by the Contractor.
 - iii. CPFMD has made a considerable effort to develop standard project schedule submission requirements for all CPFMD construction contracts awarded which is included within the Design-Build Division 01 – General Requirements. These requirements will require updating as needed but minimally once annually. Schedule submission requirements should address the following, at a minimum:
 - 1. General schedule submittal format and content

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2. Initial schedule, baseline schedule, and integrated project schedule requirements
 3. Resource loading and cost loading requirements
 4. Activity, critical path, and narrative requirements
 5. Major completion milestone and milestone roll-up requirements
 6. Schedule acceptance criteria and process
- iv. After standard project schedule submission requirements are amended; plan, schedule and conduct tutorials/instructional sessions as required to ensure the entire CPFMD team (to include all CPFMD personnel, contractor personnel and vendors) are informed of the new requirement to be enforced program-wide.
 - v. After standard project schedule submission requirements are amended, ensure inclusion in CPFMD Division 01—General Requirements specifications.
 - vi. After standard project schedule submission requirements are amended, the Contractor shall review all project schedule submissions to ensure program-wide compliance with standards.
 - vii. Assist the DC Courts with earned value analysis of integrated project schedules and the CPFMD IPS and developing “what if” scenarios in response to program scope, budget and schedule information calls and presentation requests from the CPFMD team members, members of the DC Courts Executive Office, the Clerk of the Courts, the Chief Judges, members of the Joint Committee on Judicial Administration, DC Courts Building and Grounds Committee, OMB, the US Marshall Service, and other relevant stakeholders.
 - viii. Support CPFMD during the planning phase of all projects program-wide by developing individual project planning schedules.
 - ix. Review all requested project schedule changes and proposed recovery schedules program-wide to identify impacts to CPFMD IPS prior to acceptance
 - x. Attend weekly project progress meetings as necessary to support project managers and construction managers program-wide regarding project schedule discussions.
 - xi. Review all schedule submissions program-wide to ensure that they are aligned with the CPFMD IPS prior to acceptance by the Courts.
 - xii. As part of the monthly IPS update, the contractor shall provide needed breakout schedules including but not limited to migration, procurement, design and project closeout.

7. The District of Columbia Courts Facilities Master Plan (Attachment, J.12).

- i. Contractor shall provide all services necessary to lead the effort to track and facilitate all updates to and completion of all interrelated DC Courts planning documents. Projects awarded by the CPFMD are primarily initiated from the following three (3) existing planning documents:
 - i. The most recent version of The District of Columbia Courts Facilities Master Plan (DCC FMP) 2019 is a comprehensive facilities master plan for the DC Courts’

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properties addressing long term space needs, required improvements to infrastructure and the physical environment. The DCC FMP includes the restoration of historic buildings, expansion of the existing Courts structures, construction of below-grade parking, and the restoration of green spaces as shown in L’Enfant’s plan—all within the context of a rapidly evolving and publicly oriented area of Washington, D.C.

- ii. The DCC FMP is anticipated to be updated working with the Court’s AEP and master planner vendors to execute a comprehensive update of this plan to reflect progress that has been made since 2019 and to plan campus and facility improvements through the year 2035.
- iii. The Contractor selected shall provide sufficient services to lead the effort to complete the following tasks related to DCC FMP:
 - 1. Coordinate the ongoing AEP and master planner’s effort to update the DCC FMP
 - 2. Track completion of scope, requirements and projects identified in the current version of the DCC FMP and any revised versions.
 - 3. Ensure that scope, requirements and projects identified in DCC FMP are incorporated into project scopes of work as future projects are planned and initiated from “The District of Columbia Courts Facilities Master Plan.”

8. The Judiciary Square Master Plan - Washington, D.C. (Attachment J.15)

- i. “The Judiciary Square Master Plan – Washington, D.C. dated 4 March 2005” is the DC Courts’ vision to re-invigorate the historic Judiciary Square by reintroducing green space to the area, creating a strong perimeter to enhance historic character and to resolve important existing technical issues with access, service, circulation, and security. Most of “The Judiciary Square Master Plan” scope has been completed, however, there are some key components of “The Judiciary Square Master Plan” remaining to be completed that must be coordinated and integrated into the scope of future CPFMD projects.
- ii. The Contractor selected shall support the CPFMD by providing sufficient services to complete the following tasks related to “The Judiciary Square Master Plan:”
- iii. Coordinate the effort to determine scope, requirements and projects identified “The Judiciary Square Master Plan” that are remaining to be completed.
- iv. Track completion of scope, requirements and projects identified in the “The Judiciary Square Master Plan” once identified.
- v. Ensure that scope, requirements and projects identified in “The Judiciary Square Master Plan” are incorporated into project scopes of work as future projects are planned and initiated from “The Judiciary Square Master Plan.”

9. The District of Columbia Courts Facilities Condition Assessment Report (DC Courts FCA) (Attachment, J.18)

- i. DC Courts FCA dated July 30, 2021 was completed to determine the overall condition of all DC Court assets, identify and prioritize the buildings mechanical, electrical and plumbing systems and necessary requirements, recommend actions to be taken for these

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requirements, and determine anticipated capital renewal. The CPFMD uses the DC Courts FCA to assist in developing the annual capital budget and identify projects to be completed to maintain a low Facility Condition Index (FCI), a key benchmark indicator which quantifies the condition of a building.

- ii. The Contractor selected shall support CPFMD by providing sufficient services to complete the following tasks related to the DC Courts FCA:
 - i. Lead the DC Courts FCA re-assessment effort.
 - ii. Facilitate the completion of requirements, scope, facility projects identified in the DC Courts FCA.
 - iii. Track the completion of requirements, scope, projects identified in the DC Courts FCA.
 - iv. Ensure all deficiencies noted within the DC Courts FCA are entered into the Courts work order system.
 - v. Ensure that additional necessary facility requirements provided by the Facilities Management Division are incorporated into the DC Courts FCA updates.
 - vi. Ensure that DC Courts FCA requirements are incorporated into project scopes of work as future projects are planned and initiated.

10. DC Courts Design Standards (Attachment J.13).

- i. The DC Courts Design Standards (dated 2019) is outdated and requires a complete overhaul. The Courts have engaged with the master planning vendor to develop an outline for the Design Standards update. An effort is currently underway by a Courts consultant to update the furniture standards section. The Contractor selected shall provide all services necessary to lead the effort to create, review, revise, release and ensure program-wide compliance with the DC Courts Design Standards. The DC Courts Design Standards update should reflect a more contemporary design, information technology (IT), and security elements in courtroom and court-related facilities. A plan by which the Contractor will do so shall be provided to the CPFMD leadership for acceptance within sixty (60) calendar days of contract award.
- ii. The Contractor selected shall support the CPFMD by providing sufficient services to complete the following tasks related to the DC Courts Design Standards:
 - i. Lead the effort to update the existing DC Design Courts Standards including coordination of all meetings, interviews, etc.
 - ii. Once update is complete, oversee all continuous revisions to the DC Courts Design Standards to reflect owner requirement changes, discontinued items, or owner-requested improvements and ensure updated versions are distributed, in a consistent and standard format, to all PgMO team members for use.
 - iii. Between formal updates to the DC Design Courts Standards, the contractor shall maintain a record of all changes to the document for incorporation in the next submission.
 - iv. Ensure that the requirement to comply with the DC Courts Design Standards is incorporated into all relevant design, construction and vendor contracts solicited and

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awarded by the CPFMD in the future.

- iii. The Contractor selected shall standardize and institutionalize operating processes and procedures that are aligned with industry standard practices.

11. CPFMD PgM Plan (PgMP).

- i. The Contractor selected shall present and submit a draft written PgM Plan (PgMP) for review by the Courts within sixty (60) calendar days of contract award. The PgMP shall include, at a minimum:
 - i. The Contractor's updated PgM Organizational Chart w/CPFMD & DC Courts components as understood.
 - ii. Program Roadmap/anticipated Program Maturity Model
 - iii. All applicable plans (PgM Benefits Management Plan, PgM Stakeholder Engagement Plan, PgM Governance Plan, PgM Change Management Plan, PgM Communications Management Plan, PgM Financial Management Plan, PgM Information Management Plan, PgM Procurement Management Plan, PgM Quality Management Plan, PgM Integration Management Plan, PgM Resource Management Plan, PgM Risk Management Plan, PgM Schedule Management Plan, PgM Safety Management Plan, PgM Scope Management Plan (and WBS))
- ii. The Contractor selected shall address, at a minimum, the following within the PgMP:
 - i. The PgMP shall clearly define the vision, implementation strategy, scope, schedule and budget management criteria for the program.
 - ii. The PgMP shall identify how the Contractor's formulation of an integrated PgMO will provide the support, assurance and standardization required to improve project performance and resolve project-level issues.
 - iii. The PgMP shall clearly identify the roles, responsibilities and authority of the program team and the policies, procedures and standards will be developed for the program.
 - iv. The PgMP shall address how PgMP will inform Construction Management Plans (CMPs) and Project Management Plans (PMPs) provided by other Courts personnel, contractors and vendors program-wide.
 - v. The PgMP shall identify how project and program efforts will be tracked, measured and reported to the DC Courts in a way that (1) illustrates overall project and program progress and health and (2) that DC Courts' financial and strategic objectives are being met at both the project and program levels.
 - vi. The PgMP shall also specify how, when, where and to whom reports will be delivered for review and acceptance.
 - vii. The PgMP shall identify how the Contractor will manage updates to all contents of the PgMP after the first version is accepted by the Courts and ensure that updates are accessible to all relevant Courts personnel program-wide.
 - viii. The PgMP shall identify schedule milestones for accomplishing all items and

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activities identified in the WBS and the PgMP.

- iii. It is assumed that the Contractor will be getting acquainted with the Courts team and will have a preliminary understanding of the context, therefore the PgMP elements will be in a draft format to be developed and revised with Courts' input throughout the program definition phase, and then continuously updated as necessary throughout the program delivery phase.

12. Program Reporting

- i. The DC Courts have recently implemented a monthly and quarterly program-wide reporting and meeting requirement as a first-step effort to track program spending against the annual capital and operating funds received. Below is a list of program and project reports and meetings currently required, at a minimum that should be considered when developing the tracking, reporting and meeting requirements to be included in the PgMP. It is the Courts' expectation that the Contractor selected improve upon and update the reporting requirements as necessary to ensure that project and program reporting is complete, accurate and aligned all program objectives, planning documents (scope), schedule and budget:

- i. Program-Wide Reporting (minimum required)

- 1. Monthly Report Summary (compiled from all project reports).
 - 2. Monthly Lessons Learned Summary and Distribution (compiled from all project reports and transitioned to live log to be shared in real time as they are added to the log).
 - 3. Quarterly Report Summary/Program Health Update (compiled from project reports).
 - 4. Annual Report Summary (to include all aspects of program identified in PgMP).

- ii. Project Reporting (minimum required)

- 1. Daily Construction Report (during construction).
 - 2. Weekly Project Progress Report for each project (throughout project life-cycle).
 - 3. Monthly Reports/Project Health Update (throughout project life-cycle).
 - 4. Monthly Project financial reporting of all contract modifications and invoices to date.
 - 5. Monthly GC Performance Report (during the Period of Performance (POP) of the GC's contracts).
 - 6. Quarterly Report/Project Health Update (throughout project life-cycle).
 - 7. Incident Reports (Initial report submitted within one hour of the incident and the final within 24 hours of incident).
 - 8. Claims (as requested by COTR).

- iii. Program-Wide Meetings (minimum required)

- 1. Monthly PgM/CM Operations Meeting
 - 2. Monthly IPS Meeting

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3. Monthly Design Management Meeting
4. Monthly Procurement Management Meeting
5. Monthly Quality Management Meeting
6. Monthly O&M Management Meeting
7. Quarterly PgM Contract Deliverables Review Meeting
8. Quarterly CPFMD Budget & Program Alignment Meetings
9. Quarterly CPFMD Budget Planning Team Meetings
10. Quarterly Lessons Learned Meeting
11. Biannually Strategic Planning Meeting

- iv. Project Meetings (minimum required)
 1. Biweekly Outage Meeting
 2. Weekly Project Progress Meetings

13. Program Governance.

In partnership with the Courts, the Contractor shall govern the program (as the Contractor details in the accepted PgMP) to ensure that both projects and strategic decision-making are focused on consistently achieving program objectives/goals, addressing program risks and fulfilling the expectations of the relevant stakeholders involved.

14. Program Resource Management.

The Contractor shall be responsible for resource allocation and capacity management (as the Contractor details in the accepted PgMP) to ensure that the PgMO has adequate resources in place for timely completion of tasks as work load increases or decreases.

15. Program Integration Management.

The Contractor shall ensure that all construction management plans, project management plans, and any other management plans proposed program-wide are fully integrated and aligned with the accepted PgMP and that all Courts personnel, CPFMD personnel, contractor personnel and vendor efforts/activities are fully coordinated to ensure program objectives are met.

16. Program Procurement Planning.

The Contractor shall be responsible for proactively managing procurement (as the Contractor details in the accepted CPFMD PgMP) program-wide by partnering with the Courts to complete all procurement-related activities to include, but not limited to, the following:

- i. Developing procurement strategies, schedules, and requests for proposals (RFPs) to support the planning and the coordination of additional professional services including architects, consultant designers, planners, project managers, construction managers, general contractors; and any other professional services required to complete program or project tasks.
- ii. Developing Independent Government Estimates (IGEs) for all RFPs released program-wide
- iii. Qualifying, selecting, retaining, and coordinating additional professional services including architects, interior designers, planners, project managers, construction

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managers, general contractors; and any other professional services required to complete program or project tasks.

- iv. Ensuring that the procurement process and procurement documents for all projects are consistent program-wide.
- v. Working closely with CPFMD and the Courts Procurement Division (Administrative Services Division (ASD) to plan, coordinate, and execute procurement activities and solicitation documents.)

17. Program Communications Management.

The Contractor shall be responsible for proactively managing communications (as the Contractor details in the accepted PgMP) at the program level to ensure that basic status reporting and broader specialized communication with outside agencies and high-level stakeholders is executed seamlessly and in full partnership with the Courts.

- 18. Program Risk Management:** The Contractor shall be responsible for determining how risk will be managed and mitigated at the program level and proactively managing scope, schedule and budget risk (as the Contractor details in the accepted CPFMD PgMP) in order to minimize risk during project delivery.

- 19. Program Quality Management:** The Contractor shall be responsible for overall quality on the program (as the Contractor details in the accepted PgMP) by developing and enforcing design and construction quality assurance standards, policies and procedures that will ensure quality design, new construction, renovation, repair, replacement and renewal projects.
- i. Ensuring that all teams inspecting and monitoring the on-site construction work comply with contract requirements, codes, industry standards and according to CPFMD processes in order to meet stakeholder expectations.

- 20. Program Safety Management:** The Contractor shall be responsible for overall safety on the program (as the Contractor details in the accepted PgMP) by developing and enforcing safety standards, policies and procedures that will ensure safety on all projects program-wide.

- 21. Program Design Management:** The Contractor shall be responsible for all program-level design related program activities to include, but not limited to, the following:
- i. Facilitating update and tracking completion of all Courts master planning documents
 - ii. Accepting or rejecting drawing packages for all projects on behalf of the Courts
 - iii. Distributing all project drawing packages and ensuring all required subject matter experts are performing reviews.
 - iv. Scheduling and leading all design-related meetings program-wide.
 - v. Ensuring that designs adhere to the DC Courts Design Standards, the CPFMD Naming Convention, the CPFMD Electronic Data Standards, the CPFMD Document Control Standards, the CPFMD Division 01—General Requirements specifications and all other applicable general and Courts-specific requirements, standards and codes.
 - vi. Ensuring that all drawing comments are resolved prior to Courts acceptance.
 - vii. Field-verifying design drawings to ensure stakeholder requirements are met.
 - viii. Facilitating PgMO receipt of all design-related closeout documents, file closeout

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documents, and confirming accurate documentation of the as-built condition prior to acceptance by the Courts.

- ix. Development of design document filing and storage/archiving system (hard and soft copy)
- x. Writing Statements of Work (D-B, D-B-B, AEP, etc.) as required by the CPFMD.
- xi. Initiate the coordination of all requirements gathering and programming efforts in the planning and design phase.
- xii. Reviewing and providing feedback to payment applications.

22. Program Asset Management: The Contractor shall be responsible for the capture and management of all fixed assets throughout Courts-owned and leased buildings. The Contractor shall be responsible for all asset management-related activities to include, but not limited to, the following:

- i. Developing a program-wide strategy for the capture of all existing fixed assets (and corresponding warranty and preventative maintenance data) into the asset management program currently utilized by the Courts (Manager Plus).
- ii. Developing a program-wide strategy for the capture of all new fixed assets (and corresponding warranty and preventative maintenance data) into the asset management program currently utilized by the Courts (Manager Plus).
- iii. Managing the prioritizing, scheduling and completion of preventative maintenance activities, periodic warranty walks/inspections and fixed asset replacements in all Courts-owned and leased facilities.
- iv. Developing cost estimates, acquisition strategies and RFPs for the repair, renewal and replacement of fixed assets in all Courts-owned and leased facilities.

23. Program Space Management: The Contractor shall be responsible for the management of space throughout Courts-owned and leased buildings. The Contractor shall represent the CPFMD PgMO throughout all requirements gathering efforts and shall be responsible for all space-related program activities to include, but not limited to, the following:

- i. Development of a program-wide strategy for updating the Court's space and moveable asset management program (FM Systems).
- ii. Managing all aspects of the Courts building and space use inventory
- iii. Coordinating space allocations and requests for additional space
- iv. Developing planning-level blocking and conceptual designs for space use changes or improvements for all Courts divisions.
- v. Assisting in planning and design for reconfigured or new space for Courts personnel.
- vi. Providing space use statistics, customized space analysis, and floor plans to all Courts divisions as necessary.
- vii. Providing assistance with all move-related activities to include planning, pre-construction space de-commissioning, pre-move preparation and coordination, transport and on-site supervision and post-move follow-up activities.
- viii. Keeping the Courts program of record (POR) updated and aligned with the Courts' space and moveable asset management program (FM Systems).
- ix. Reviewing as-built documentation delivered for all projects, ensuring completion and compliance with the CPFMD Electronic Data Standard prior to Courts acceptance.

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- x. Ensuring as-built documentation is entered into the Courts space and moveable asset management program (FM Systems) and coordinating issuance of updated master floor plans.

24. Program Scope Management: The Contractor shall ensure that the program requirements are met across multiple project scopes of work (SOWs) by providing draft SOW templates, incorporating lessons learned into SOW templates, and distributing updates as SOW templates are improved.

25. Program Change Management: The Contractor shall review and track all proposed project scope changes program-wide prior to acceptance by the Courts to ensure there is no overlap or gaps in scope coverage and all program requirements are met and shall be responsible for all scope change-related activities to include, but not limited to, the following:

- i. Ensuring that all stakeholder and owner-requested changes are accurately captured, and program impact is assessed prior to Courts acceptance and implementation.
- ii. Reviewing and validating all proposed change order costs program-wide prior to Courts acceptance and implementation.
- iii. Presenting cost analysis data to support change order cost-related recommendations to the Courts.

26. Program Construction Management: The Contractor shall oversee CM administration and management of all projects program-wide to ensure that all projects are being managed according to the CPFMD policies, procedures and standards and in a consistent manner that facilitates completion of all projects within cost, on schedule, and to acceptable levels of quality, performance and safety. The Contractor shall represent the CPFMD PgMO on the construction site to ensure that stakeholder requirements are being met and shall be responsible for all program-level construction-related program activities to include, but not limited to, the following:

- i. Supporting the CM teams managing projects program-wide to resolve permitting and city or third-party inspection issues.
- ii. Ensuring that all CM teams managing projects program-wide are inspecting and monitoring the general contractor's work on-site for compliance with contract requirements, codes, and industry standards in order to meet stakeholder expectations.
- iii. Ensuring that all CM teams managing projects program-wide are doing so in compliance with the CPFMD SOP.
- iv. Ensuring receipt and archival of all construction-related closeout documents program-wide.
- v. Ensuring that all CM teams managing projects program-wide are actively field-verifying as-built documentation prior to acceptance by the Courts.
- vi. Developing and enforcing standard construction outage processes, policies and procedures program-wide.
- vii. Supporting stakeholder walks during construction as requested by the Courts
- viii. Providing on-site support to all Furniture, Fixtures and Equipment (FF&E) and Tenant Move-In (TMI) vendors during the FF&E and TMI phases of all projects

program-wide.

C.3.2 SUPPORT THE CPFMD AND DC COURTS TO MEET STRATEGIC GOALS

The Contractor selected shall provide sufficient services to formulate and become an integrated part of the Program Management Office (PgMO) operating with the objective to meet the Courts' strategic goals. In addition, the Contractor shall provide deliverables sufficient to justify that the objective is being met.

Below is a list of items that the Courts deems essential to meeting this objective. This list of items is not meant to be prescriptive, but identifies the expectations of the Courts and should provide the Contractor with a baseline for developing a plan to meet the objective:

The Contractor shall ensure that PgMO planning efforts and resultant documents produced and revised/updated are done so in support of the DC Courts' Strategic Plan 2023-2027 (Attachment, J.14)

1. The Contractor shall ensure that all planned PgMO projects have direct links to the DC Courts' Strategic Plan 2023-2027
2. The Contractor shall ensure that PgMO schedules meet timelines identified in planning documents and in the DC Courts' Strategic Plan Strategic Plan 2023-2027
3. Program Stakeholder Management: In partnership with the DC Courts, the Contractor shall be responsible for actively engaging with all stakeholders (as the Contractor details in the accepted PgMP) to capture and manage stakeholder expectations, gain and maintain stakeholder support and mitigate stakeholder opposition related to the entire program with the intent of meeting the Courts' strategic goals. maintain stakeholder support and mitigate stakeholder opposition related to the entire program with the intent of meeting the Courts' strategic goals.

C.3.3 SUPPORT THE CPFMD AND THE DC COURTS TO MEET FINANCIAL GOALS.

The Contractor selected shall provide sufficient services to formulate and become an integrated part of the Program Management Office (PgMO) operating with the objective to meet the Courts' financial goals. In addition, the Contractor shall provide deliverables sufficient to justify that the objective is being met.

Below is a list of items that the Courts deem essential to meeting this objective. This list of items is not meant to be prescriptive, but identifies the expectations of the Courts and should provide the Contractor with a baseline for developing a plan

to meet the objective:

1. **Program Budget Management:** The Contractor shall be responsible for overall development, management, tracking and reporting of the program budget and providing all budget-related services program-wide.
2. The Contractor shall work with the Courts and CPFMD Leadership to develop a yearly budget for OMB acceptance, develop spending plans, provide estimated program and project costs in support of budget development, and monitor program financials throughout the budget year. The Contractor shall ensure that PgMO projects are tracked against the Courts' annual capital budget and yearly fiscal year spending plans to ensure that projects are being managed within budget/cost.
3. The Contractor shall increase program cost-efficiency by overseeing and enforcing/governing program-level standardization, ensuring that projects are managed in a similar, consistent way.
4. The Contractor shall increase program cost-efficiency by providing standardized support to CPFMD personnel and other contractor personnel in the form of training, software, standardized policies and procedures, and templates and enforce execution of standard methodology.

C.4 CONTRACTOR REQUIREMENTS

The Contractor shall have the following demonstrable expertise:

1. A Firm with extensive experience providing agency Program Management Services and leading integrated PgM/CM teams.
2. Experience planning program scope for \$200,000,000 plus programs and delineating it into constructible projects.
3. Experience planning and developing program budgets for \$200,000,000 plus programs
4. Experience planning program schedule for \$200,000,000 plus programs for use by teams with ranging experience levels and backgrounds.
5. Experience facilitating the completion of master plans for multi-building campuses over multiple sites varying in scale and complexity.
6. Experience developing acquisition strategies and preparing a range of RFP types (including Design Build) related to facility planning, design, construction, and maintenance.

[END OF SECTION C]

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SECTION D - PACKAGING AND MARKING

This section is not applicable to this solicitation

SECTION E – INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES

- E.1.1 DEFINITIONS: "Services," as used in this clause, includes services performed, furnished or utilized in the performance of services.
- E.1.2 The Contractor shall provide and maintain an inspection/monitoring system acceptable to the District of Columbia Courts covering the services furnished under this contract. Complete records of all inspection/monitoring work performed by the Contractor shall be maintained and made available to the Courts during contract performance and for as long as the contract requires.
- E.1.3 The Courts have the right to inspect all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Courts shall perform inspections in a manner that will not unduly delay the work.
- E.1.4 If the Courts perform inspections on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in the contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E.1.5 If any of the services do not conform to the contract requirements, the Courts may require the Contractor to perform the services again in conformity with the contract requirements, at no increase in the contract amount. When the defects in services cannot be corrected by performance, the Courts may:
- A) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - B) Reduce the contract price to reflect the reduced value of the services performed.
- E.1.6 If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity with the contract requirements, the Courts may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Courts that is directly related to the performance of such service or (2) terminate the contract for default.

[END OF SECTION E]

SECTION F - DELIVERIES AND PERFORMANCE

F.1 TERM OF CONTRACT

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

OPTION TO EXTEND THE TERM OF THE CONTRACT

The Courts may extend the term of this contract for a period of one three (3) year option periods, or a fraction thereof by written notice to the Contractor before the expiration of the contract; provided that the Courts shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) calendar days before the contract expires. The preliminary notice does not commit the Courts to an extension. The exercise of this option is subject to: 1) Contractors performance and 2) the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) calendar day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.1.1 The prices for the option periods shall be as specified in the contract.

F.1.2 The total duration of this contract including the exercise of any options under this clause shall not exceed five (5) years.

F.2 DELIVERABLES

F.2.1 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.2.2 The Contractor shall provide required services to meet the requirements detailed in **Section C**. The deliverables identified throughout **Section C** and the initial deliverables summarized in the table below are the deliverables that the Courts deem essential to meeting the Courts three (3) primary objectives. The Contractor shall provide any additional deliverables they deem necessary to successfully manage the program and to justify that the Courts objectives and the contract requirements are being met.

F.3.2 The Contractor shall provide the Courts' COTR with one (1) electronic file format copy, one (1) electronic pdf format and one (1) hard copy of each initial deliverable listed on or before the designated due dates identified in the chart below. In addition, the Contractor

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shall provide proposed schedules containing completion milestones for all plans that are submitted to the Courts.

Section Reference	Deliverables (details provided in section referenced)	Due Date (in calendar days)	Deliver To
C.3.1.1	Plan to release, coach & ensure compliance w/CPFMD SOP	One hundred and twenty (120) days after award	COTR
C.3.1.2	Plan to finalize, release and ensure compliance w/CPFMD Naming Convention	Sixty (60) days after award	COTR
C.3.1.3	Plan to develop, release, coach and ensure compliance w/CPFMD Document Control Standard	Thirty (30) days after award	COTR
C.3.1.4	Plan to develop, release, coach and ensure compliance w/CPFMD Electronic Data Standard	Ninety (90) days after award	COTR
C.3.1.5	Plan to review, complete customization, release and ensure compliance w/CPFMD Division 01— General Requirements specifications	One hundred and twenty (120) days after award	COTR
C.3.1.6	Plan to complete, maintain, and publish quarterly updates to the CPFMD IPS (Integrated Program Schedule)	Sixty (60) days after award	COTR
C.3.1.10	Plan to review, revise, release and ensure compliance w/DC Courts Design Standards	Sixty (60) days after award	COTR
C.3.1.11	DRAFT Program Management Plan (PgMP)	Sixty (60) days after contract award	COTR
C.3.1.11	REVISED Program Management Plan (PgMP)	Ninety (90) days after Award	COTR

F.3 STANDARD OF PERFORMANCE

The Contractor shall provide a high standard of professional service. In determining whether the Contractor has performed accordingly, it is understood and agreed that the Courts will measure the amount and quality of the services required by the contract

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against the representations made by the Contractor in the written proposal provided during the solicitation process.

Performance Metric	Required Service	Performance Indicator	Monitoring Method
Accuracy/ completeness/ technical proficiency	All work products must be complete, accurate, and conducted with techniques commensurate to the work	Draft and final work products are complete and accurate and were conducted in a technically-competent and appropriate manner.	The COTR review of work products may include external peer review of deliverables. The Courts reserves the right to perform any inspection and audit as deemed necessary to assure that the Contractor's services conform to prescribed requirements.
Timeliness	All work products - both interim and final - must be completed on schedule for the Courts to use them most effectively.	Contractors' deliverables are provided on schedule as indicated in the contract and all accepted schedules submitted by the Contractor unless modified with COTR concurrence.	The COTR will review deliverables with respect to the schedule/due dates defined in the contract and in accepted Contractor schedules accepted by the Courts during the contract period.
Responsiveness	The Contractor shall be responsive to requests for clarifications on submitted work products or to	The Contractor is able to provide requested information or make adjustments to work products that provide a benefit(s) to the	The COTR will review the Contractor's ability to adjust task work in response to

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	refinements to the work based on changing needs (within the scope of work).	Courts without undue delays.	changing conditions, needs, and unexpected circumstances.
Communication	The Contractor shall proactively keep the Courts apprised of all issues related to the conduct of the task including, but not limited to progress of work, any issues that affect the multiple Contractor's ability to meet schedule or budget requirements, unforeseen logistical issues.	The Contractor provides both regular updates on the progress of work under the task order and notifies the COTR of any unanticipated circumstances that affect either the analytics/logistics of the program scope, schedule, or budget.	The COTR will review both regular and ad hoc updates and program-related communication
Cost	The Contractor shall proactively manage financial status and health of the contract and the Courts' program.	Actual costs incurred against the Contractor's cost proposal and program spending.	The COTR will review all cost-related reporting to determine if Contractor is performing within proposed cost.

F.4 KEY PERSONNEL /ROLES AND RESPONSIBILITIES

F.4.1 The following positions are designated as Key Personnel. It is the Court’s view that the expertise of identified key personnel are essential to meeting the Court’s objectives, however, the Courts may accept key personnel who have the expertise to serve dual roles contingent upon submission of dual role justification and resumes that prove knowledge and experience that meet the minimum qualifications for both roles. Key personnel who the Courts may accept for dual roles are designated below with a note (dual role permissible). The Contractor shall propose seven (7) personnel who have the expertise to serve the eleven (11) roles identified below. In other words, at least three (3) personnel proposed shall serve dual roles:

PgMO Program Manager

PgMO Deputy Program Manager (dual role

permissible) PgMO Construction Manager (dual role

permissible) PgMO O&M Manager (dual role permissible)
PgMO Design Manager (dual role permissible)
PgMO Space & Asset Manager (dual role permissible)
PgMO QA Manager (dual role permissible)
PgMO Safety Manager (dual role permissible)
PgMO Schedule Manager
PgMO IT Liaison (dual role permissible) Certified Cost Estimator/Analyst (CCEA)

In addition to the Key personnel, the Contractor can make use of consultants to meet CPFMD objectives. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement. Consultants not identified in the original proposal by name will require approval by the CO.

4.1.1 Changes to Key Personnel

The personnel specified above are deemed essential to the work being performed hereunder. During the first **three hundred and sixty (360) calendar** days of performance, the Contractor shall make no substitutions of key personnel unless illness, death, or termination of employment necessitates the substitution. Should any of these events occur, the Contractor shall notify the CO and the COTR as soon as possible (within 72 hours) after the event and meet the requirements specified below regarding substitutions.

After the initial three hundred and sixty (360) calendar day period, the Contractor may propose substitutions to the key personnel. The Contractor must notify both the CO and the Courts COTR thirty (30) calendar days in advance of proposed substitution and must submit, in writing, a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for proposed substitutes, and any additional information requested by the CO sufficient to permit evaluation of the impact on the contract. The Contractor shall, prior to making any substitution permanent, demonstrate to the satisfaction of the CO and the COTR that the qualifications of the proposed substitute personnel are equal to or better than the qualifications originally identified for the position. The CO will notify the Contractor within ten (10) calendar days after receipt of all information of the decision on proposed substitutions. No replacement shall be made by the Contractor without the written consent of the CO.

F.4.2 Minimum Qualifications for Key Personnel

The key personnel are expected to fulfill the following responsibilities, meet the following minimum qualifications and possess the technical experience to be able to carry out the Tasks listed in Section C.

Resumes provided by the Contractor should include years of experience, summary of relevant experience, education, professional credentials, registrations, certifications and all awards and industry recognition.

Any work or service to be subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution.

Proposed personnel and must possess the following credentials:

F5.3.1 PgMO Program Manager

Minimum Experience: The Contractor shall propose a candidate with at least twenty (20) years of experience managing integrated PgM/CM teams to complete large government projects with significant experience managing programs with budgets exceeding \$100,000,000.

In addition to the technical experience to be able to meet the CPFMD objectives, the proposed candidate shall have the following:

- i. Experience collaborating with peers and agencies or clients to develop, implement, track and report program management plans (PgMPs), program scopes, program budgets and program schedules.
- ii. Experience formulating and establishing standard processes, procedures and personnel responsibilities and effectively managing teams.
- iii. Experience working with industry professionals and agencies to develop strategic plans, campus master plans, facility master plans, master facility plans, or other master plan documents for implementation.
- iv. Experience overseeing a Program comprised of multiple owner vendors providing project management technical support (including QA, CM, Cx, FFE, etc.)
- v. Experience identifying and mitigating program level risks during all project phases (scheduling, time impact analysis, delays, claims etc.)
- vi. The ability and experience to interact with all levels of client management structure, express ideas clearly and solve complex problems related to master planning, facility planning and management and design and construction of commercial and government buildings.

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- vii. The ability to assemble and analyze technical and analytical data to develop clear arguments key to making program-related decisions or solving program-related problems and expressing those arguments, in writing and presentation format, clearly and persuasively.

- viii. All computer skills and functional knowledge of computer programs necessary to assemble presentations that clearly and efficiently communicate health of the program scope, schedule and budget upon request and with short notice.

Minimum Education: Degree in planning, construction management, design or engineering-related field or sufficient experience and professional credentials in the same fields. Graduate degree in a related field preferred.

Required and preferred credentials are as follows:

- PMP® or PgMP® professional credential required
- CCM® and LEED AP® BD+C professional credentials preferred

F5.3.2 PgMO Deputy Program Manager (dual role permissible)

Minimum Experience: The Contractor shall propose a candidate with at least fifteen (15) years of experience managing or in a program-level role on an integrated team to complete large Government projects with at least ten (10) years of that experience working in programs with budgets exceeding \$50,000,000. The proposed candidate shall have the technical experience to carry out tasks described in Section C.

The proposed candidate shall have the following:

- i. Experience collaborating with peers and agencies or clients to develop, implement, track adherence to and report program management plans (PgMPs), program scopes, program budgets and program schedules.
- ii. Experience collaborating with peers and agencies or clients to develop procurement acquisition strategies and a range of Request for Proposal (RFP) types.
- iii. Experience formulating and establishing standard processes, procedures and personnel responsibilities and effectively managing teams.
- iv. Experience working with professional teams and agencies to develop strategic plans, campus master plans, facility master plans, master facility plans, or other master plan documents for implementation.
- v. The ability and experience to interact with all levels of client management structure, express ideas clearly and solve complex problems related to master planning, facility planning and management and design and construction of commercial and government buildings.
- vi. The ability to assemble and analyze data to develop clear arguments key

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to making program-related decisions or solving program-related problems and expressing those arguments, in writing and presentation format, clearly and persuasively.

- vii. All computer skills and functional knowledge of computer programs necessary to assemble presentations that clearly and efficiently communicate health of the program scope, schedule and budget upon request and with short notice.

Minimum Education: Degree in planning, construction, design or engineering-related field or sufficient experience and professional credentials in the same fields. Graduate degree in a related field preferred.

Required and preferred credentials are as follows:

- PMP® or PgMP® professional credential required
- CCM® and LEED AP® BD+C professional credentials preferred

F5.3.3 PgMO Construction Manager (dual role permissible)

Minimum Experience: The Contractor shall propose a candidate with at least fifteen (15) years of experience overseeing or managing commercial and/or government new construction and renovation in programs (preferably courts or court-related programs) with multiple buildings over multiple locations, varying in scale and complexity, with capital budgets exceeding \$50,000,000.

The proposed candidate shall have the following:

- i. Experience collaborating with peers and agencies or clients to develop, implement, track adherence to and report agency-specific, industry standard construction policies, procedures and standards.
- ii. A strong knowledge of permitting construction in the District of Columbia and the technical aspects of commercial and/or government new construction and renovation and current building and construction standards and codes.
- iii. Experience operating successfully within an integrated team environment, having the ability to engage peers, general construction contractors, other construction vendors and all levels of client management structure (possessing varying levels of construction knowledge) to solve complex problems related to construction.
- iv. Experience operating successfully within an integrated team environment, having the ability to engage peers, general construction contractors, other construction vendors and all levels of client management structure (possessing varying levels of construction knowledge) to enforce adherence to contract requirements, building and construction standards, and agency-standard construction operating processes and procedures.

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- v. Experienced in analyzing RFI's, potential change orders and claims.
- vi. The ability to assemble and analyze program construction schedule and budget data to develop clear arguments key to making construction-related decisions or solving construction-related problems and expressing those arguments, in writing and presentation format, clearly and persuasively.
- vii. All computer skills and functional knowledge of computer programs necessary to assemble presentations that clearly and efficiently communicate health of all ongoing construction projects program-wide upon request and with short notice.

Minimum Education: Degree in construction management, design or engineering-related field or at least fifteen (15) years of experience and professional credentials in the commercial or government building industry.

Required and preferred credentials are as follows:

- CCM® professional credential required.
- PMP®, PgMP® and LEED AP® BD+C professional credentials preferred

F5.3.4 PgMO O&M Manager (dual role permissible)

Minimum Experience: The Contractor shall propose a candidate with at least fifteen (15) years of experience managing facility portfolios with multiple buildings over multiple locations, varying in scale and complexity, with capital budgets exceeding \$50,000,000 and annual operating budgets exceeding \$5,000,000. The proposed candidate shall have the following:

- i. A strong knowledge of operating and managing facilities and the technical aspects of building engineering systems.
- ii. Experience operating successfully within an integrated team environment, having the ability to engage peers, building operations managers and teams, general construction contractors, other construction vendors and all levels of client management structure (possessing varying levels of construction knowledge) to solve complex problems related to operations and maintenance of inter-related facilities over multiple locations, varying in scale and complexity.
- iii. Experience operating successfully within an integrated team environment, having the ability to engage peers, building operations managers and teams, general construction contractors, other construction vendors and all levels of client management structure (possessing varying levels of building engineering systems) to enforce adherence to contract requirements, building engineering standards, and agency-standard operation and maintenance processes and procedures.
- iv. The ability to assemble and analyze building engineering data to develop clear arguments key to making O&M-related decisions or

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solving O&M-related problems and expressing those arguments, in

writing and presentation format, clearly and persuasively.

- v. All computer skills and functional knowledge of computer programs necessary to assemble presentations that clearly and efficiently communicate health and current needs of all facilities program-wide upon request and with short notice.
- vi. Functional knowledge of software management system (CMMS). Manager Plus is the current software utilized by the Courts.

Minimum Education: Degree in facilities management, operations management, construction management, design, or engineering-related field or at least fifteen (15) years' experience and professional credentials in the same fields.

Required and preferred credentials are as follows:

- Facilities Management Professional (FMP), Certified Facilities Manager (CFM), or other relevant facilities management credential required.
- CCM®, PMP®, PgMP® and LEED AP® BD+C professional credentials preferred.

F5.3.5 PgMO Design Manager (dual role permissible)

Minimum Experience: The Contractor shall propose a candidate with at least fifteen (15) years of experience in a program-level role on an integrated team overseeing or managing commercial and/or government new construction and renovation design programs (preferably courts and court-related programs) with multiple buildings over multiple locations, varying in scale and complexity with at least ten (10) years of that experience working in programs with budgets exceeding \$50,000,000.

The proposed candidate shall have the following:

- i. A strong knowledge of design industry practices, current digital tools utilized for planning and design, the technical aspects of commercial and/or government new construction, and renovation and current building and construction standards and codes.
- ii. Experience collaborating with peers and agencies or clients to develop procurement acquisition strategies and a range of Request for Proposal (RFP) types.
- iii. Experience collaborating with peers and agencies or clients to develop, implement, track adherence to and report program design standards, program scopes, program budgets and program schedules.
- iv. Experience formulating and establishing standard design policies, processes, and procedures.
- v. Experience working with professional teams and agencies to develop

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strategic plans, campus master plans, facility master plans, master facility plans, or other master plan documents for implementation.

- vi. Experience operating successfully within an integrated team environment, having the ability to engage peers, master planners, architects, engineers, general construction contractors, other construction vendors and all levels of client management structure (possessing varying levels of design knowledge) to enforce adherence to contract requirements, building and construction standards and codes, design standards and agency-standard planning and design processes and procedures.
- vii. The ability and experience to interact with all levels of client management structure, express ideas clearly and solve complex problems related to master planning, facility planning and management and design and construction of commercial and government buildings.
- viii. The ability to assemble and analyze data to develop clear arguments key to making planning and design-related decisions or solving planning and design-related problems and expressing those arguments, in writing and presentation format, clearly and persuasively.
- ix. All computer skills and functional knowledge of computer programs necessary to assemble presentations that clearly and efficiently communicate program master plans, design status and health of the program planning and design scope, schedule, and budget upon request and with short notice.

Minimum Education: Degree in planning, design, or engineering-related field or at least fifteen (15) years of experience and professional credentials in the commercial or government building industry.

Required and preferred credentials are as follows:

- a) PMP® or PgMP® professional credential required.
- b) AICP®, LEED Green Associate or LEED AP® BD+C professional credentials preferred.

F5.3.6 PgMO Space & Asset Manager (dual role permissible)

Minimum Experience: The Contractor shall propose a candidate with at least ten (10) years of experience planning and formulating building layouts to meet agency space needs (preferably courts and court-related facilities) and utilizing moveable asset management programs (FM Systems or similar) and with at least five (5) years of that experience working in programs with budgets exceeding \$50,000,000.

The proposed candidate shall have the following:

- i. A strong knowledge of design industry practices, current digital tools utilized for planning and design, the technical aspects of commercial and/or government new construction, and renovation and current building and construction standards and codes.

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- ii. The ability and experience to interact with all levels of client management structure, express ideas clearly and solve complex problems related to space planning and design and construction of commercial and government buildings.
- iii. The ability to assemble and analyze data to develop clear arguments key to making planning and design-related decisions or solving planning and design- related problems and expressing those arguments, in writing and presentation format, clearly and persuasively.
- iv. All computer skills and functional knowledge of computer programs necessary to assemble presentations that clearly and efficiently communicate program space plans upon request and with short notice.
- v. Functional knowledge of full suite of FM Systems (or similar) modules.

Minimum Education: Degree in planning, architecture, interior design, or engineering- related field or at least fifteen (15) years of experience and professional credentials in the commercial or government building industry.

Required and preferred credentials are as follows:

- PMP®, PgMP®, LEED Green Associate or LEED AP® BD+C professional credential preferred.

F5.3.7 PgMO QA Manager (dual role permissible)

Minimum Experience: The Contractor shall propose candidate with ten (10) years of experience as a QA manager to meet contract requirements.

Minimum Education: The Contractor shall propose candidate w/education sufficient to meet contract requirements.

- CCM® professional credential required.
- PMP®, PgMP®, CQM, and LEED AP® BD+C professional credentials preferred.

F5.3.8 PgMO Safety Manager (dual role permissible)

Minimum Experience: The Contractor shall propose candidate with ten (10) years of experience as a Safety Manager to meet contract requirements.

Minimum Education: The Contractor shall propose candidate w/education sufficient to meet contract requirements.

- PMP®, PgMP®, CCM®, and LEED AP® BD+C professional credentials preferred.

F5.3.9 PgMO Schedule Manager

Minimum Experience: The Contractor shall propose candidate with ten (10) years of experience as a Schedule Manager to meet contract requirements.

Experience in the development and management of program level schedules that include multiple projects, obligation and funding activities and deadlines, contract procurements, etc. Minimum Education: The Contractor shall propose candidate w/education sufficient to meet contract requirements.

- PMP®, Planning & Scheduling Professional (PSP) and PMI-SP® professional credentials preferred.
- Proficiency with scheduling software (P6, Microsoft Project, etc.)

F5.3.10 Certified Cost Estimator/Analyst (CCEA)

Minimum Experience: The Contractor shall propose candidate with ten (10) years of experience as Cost estimator to meet contract requirements.

Minimum Education: The Contractor shall propose candidate w/education sufficient to meet contract requirements.

- CCEA® professional credential required or similar credential to demonstrate knowledge.
- Experience developing Independent Government Estimates (IGEs) for all RFPs released program-wide.

F.5.3.11 PgMO IT Liaison

The Contractor shall propose a candidate with at least (5) years of experience in a program-level role on an integrated team overseeing or managing commercial and/or government new construction and renovation programs with multiple buildings over multiple locations, varying in scale and complexity. The proposed candidate shall have the following:

- i. A strong knowledge of IT industry practices, current digital tools utilized for IT management, the technical aspects of commercial and/or government new construction and renovation IT systems and current IT standards and codes.
- ii. Experience collaborating with peers and agencies or clients to develop, implement, track adherence to and report program IT standards, program IT scopes, program IT budgets and program IT schedules.

Preferred credentials are as follows: PMP® professional credentials preferred.

[END OF SECTION F]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Payment/Invoices

- G.1.1 The Courts will make invoice payments under the terms and conditions specified in the contract. The Contractor will be compensated upon completion and acceptance of the work as specified in the contract. Payments shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. The contractor shall be compensated as set forth below.
- G.1.2 Effective June 8, 2018 all invoices and payment request shall be submitted electronically through the U.S. Department of the Treasury's **Invoice Processing Platform (IPP)** System using the "Bill to Agency" of Interior Business Center-FMD. The IPP website address is <https://www.ipp.gov>. In addition, it is the vendors' (contractors') responsibility to be System for Awards Management (SAM) registered and in IPP. The vendors (contractors) must be SAM registered in order to register in IPP. The SAM website address is <https://www.sam.gov>.
- G.1.3 After contract and purchase order award, in order to receive payment, the Contractor must use the IPP website to register, access, and use IPP for submitting all invoice requests for payment(s). Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email at IPPCustomerSupport@discal.treasury.gov or by phone (866) 973-3131.
- G.1.4 Payment request means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, at a minimum, the Contractors' electronic invoice shall include the following information:
- Name and address of the Contractor,
 - The contract number and Contract Order number
 - The purchase order number,
 - Invoice date,
 - Invoice number,
 - Description, quantity, unit of measure, and extended price of the services actually rendered,
 - Date the services were rendered,
 - Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice,
 - Name of the Contracting Officer Technical Representative (COTR),
 - COTR email address
 - Timesheets
 - Subcontractor Invoices
 - Travel(plane ticket invoices, hotel invoices, other supporting documentation to justify the

expense)

- G.1.5 The Contracting Officer’s Technical Representative (COTR) shall review each electronic invoice for certification of receipt of satisfactory services prior to authorization of payment.
- G.1.6 The Contractor shall submit final invoices within thirty (30) calendar days after the expiration of this contract.
- G.1.7 The invoice form to be reported with the following elements (Attachment J.19):

TOTAL EXPENDITURES (Document Number: XXX-X-XX-XXXX-XX)					
Line Item	Description	Approved Budget	Amt. Voucher To Date	Amt. Voucher This Period	Balance of Approved Budget
0001			\$XXXX.XX	\$XXXX.XX	
0002			\$XXXX.XX	\$XXXX.XX	
Total			\$XXXX.XX	\$XXXX.XX	

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

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

BY: _____
 TITLE: _____
 DATE: _____

G.1.8 Upon compliance by the Contractor with all the provisions of this contract, acceptance by The Courts of the work and final report, and a satisfactory

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accounting by the Contractor of all The Courts-owned property for which the Contractor had custodial responsibility, The Courts shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Courts will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any un-liquidated balance of advance remaining under this contract.

Payment Office

The Contractor shall prepare and submit invoices to:

Financial Operations

Budget and Finance Division

District of Columbia Courts

500 Indiana Ave., N.W., Suite 600

Washington, D.C. 20001

accountingbranch@dccsystem.gov

202-879-0473

G.1.8 The Contractor shall submit final electronic invoice (s) within thirty (30) days after the expiration of this contract. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

G.1.9 The Contractor must contact the COTR in order to obtain a D.C. Courts Release of Claims form. Upon receipt of the form, the Contractor must complete and submitted the Release of Claims form as well as provide a copy of the final electronic invoice to the COTR.

G.1.10 The Courts is exempt from taxation pursuant to D.C. Code 47-2005(1).

G.1.11 The Courts will pay interest (late charge) on each electronically received and approved invoice pursuant to the Prompt Payment Act, 31 U.S.C. 3901 et seq.

G.2 BILLING/PAYMENT

G.2.1 Payment to the Contractor for items delivered and services satisfactorily performed shall be made by the Courts once the Contractor's certified invoice has been accepted by the **COTR**, or in the case of a dispute, subject to final determination by the Contracting Officer.

G.3 AUDITS

G.3.1 At any time or times before final payment and three (3) years thereafter, the Contracting

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

G.4 CONTRACTING OFFICER AND CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.4.1 **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:

Geoffrey Mack Administrative
Officer
Administrative Services Division District of
Columbia Courts
700 6th Street, N.W., 12th Floor
Washington, D.C. 20001
Telephone: 202-879-4264

G.4.2 **Contracting Officer's Technical Representative (COTR):**

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

Judith Hill
District of Columbia Courts 700 6th Street,
N.W., 12th Floor.
Washington, D.C. 20001
Telephone: 202-210-4097

G.5 AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER

G.5.1 The COTR will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in this contract. It is understood and agreed that the COTR shall not have authority to make changes in the scope or terms and conditions of the contract.

G.5.2 **TECHNICAL DIRECTIONS/RELATIONSHIP WITH THE COURT**

a) Technical Directions are defined to include:

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- 1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work,
 - 2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement.
 - 3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.
- b) The COTR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:
- 1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
 - 2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
 - 3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as “Contracting Officer’s Technical Representative “with a copy furnished to the Contracting Officer.
 - 4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
 - 5) 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.
 - 6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The Contracting Officer’s Technical Representative is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by The Courts. The Contracting Officer’s Technical Representative may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the Contracting Officer.

- c) In the separately issued Contracting Officer’s Technical Representative Designation letter, the

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CO designates an alternate Contracting Officer's Technical Representative to act in the

absence of the designated Contracting Officer's Technical Representative, in accordance with the terms of the letter.

- d) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations. The Contractor and the Contracting Officer's Technical Representative shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.
- e) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Court considered to a change, within the specified twenty (20) calendar days (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.5.3 THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.

[END OF SECTION G]

SECTION H - SPECIAL CONTRACTS REQUIREMENTS

H.1 OTHER CONTRACTORS AND CONSULTANTS

H.1.1 The Contractor shall not commit or permit any act which will interfere with the performance of work done by any other Courts Contractor or by any Courts employee. The Courts will coordinate with the current contractor to cooperate fully with the new contractor in any transition activities which the Contracting Officer deems necessary.

H.1.2 Contractors or consultants that helped, or assisted the preparation of the RFP cannot be part of the proposal or help implement the contract once awarded for a period of one year.

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 DC COURTS' RESPONSIBILITIES

H.3.1 The Courts will provide suitable office space containing seven (7) fully equipped workstations (desktop with standard office software, phone, furniture and filing) with access to the Courts network. Shared printer, fax, copiers and paper supply will be provided as well.

H.4 SECURITY REQUIREMENTS

The Courts is a unique environment for Contractors to perform work. There are levels of security that can hinder access to all areas of the buildings, such as, high-traffic areas, cell blocks, and secure areas for Judge and Jurors. Working in a building that includes many different levels of security can be challenging. **The Contractor is required to obtain Court clearances for their project team and their subcontractors and obtain permission to work in secure areas.** The Courts requirement for Contractor personnel to obtain a badge to have access to the buildings will be notified at the time of the award. The DC Courts will notify the Contractor of all such requirements as soon as practicable. If the procedures to acquire the security change, the Contracting Officer will notify the Contractor of any new requirements as soon as practicable. The Contractor shall satisfy security requirements as designated by the Contracting Officer. Contractors should understand that some secure areas require work to be performed during off hours or with the accompaniment of Court Security 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's PgM Manager shall be the Contractor's Authorized Representative for technical and administrative performance of all services required hereunder. The PgM Manager shall be the single point of contact through which all Contractor/Court communications, work and technical direction shall flow. The PgM Manager shall be present at scheduled deliverables presentations and any and all presentations, events, etc. to represent the PgMO as requested by the Courts.

The Contractor's full-time personnel shall be fully dedicated to the contract. Under no circumstances can they work for another project other than the one awarded by the Court's. The Court's regular business hours are Monday through Friday, 8:30 am – 5:30 pm; PgM personnel are expected to support the CPFMD team during these working hours and be present at the Court's office building. On occasion there may be a need to support the Courts as well outside of these standard hours.

The Courts will consider telework at COTR discretion.

Contractors Home Office management shall monitor and ensure deliverables are met in a timely manner.

H.6 SUSPENSION OF THE WORK

- H.6.1 The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period that the CO determines appropriate

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for the convenience of the DCC.

H.6.2 If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the CO in the administration of this contract, or (2) by the CO's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

H.6.3 A claim under this clause shall not be allowed:

- For any costs incurred more than twenty (20) calendar days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
- 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 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.8 USE OF PREMISES

- (a) The Contractor shall comply with the regulations governing the operation of premises, which are occupied and shall perform his contract in such a manner as not to interrupt or interfere with the conduct of Court. The Court will make available seven (7) office spaces and will provide access to all office infrastructure for the contractor to operate.
- (b) Any work necessary to be performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the Court.

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- (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.9 ACCESS TO BUILDING

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

H.10 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

The Court's obligation for performance of this contract beyond fiscal 2024 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 2024, 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.11 CONSENT TO SUBCONTRACT

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

H.11.1 The Contractor must request Contracting Officer consent and submit the information required by the aforementioned clause for any subcontracts that was not part of the proposal.

H.11.2 The Contractor must request Contracting Officer consent and submit the information required by the aforementioned clause for any STTA that was not part of the proposal.

H.12 SUBCONTRACTS

- (a) Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the Court.
- (b) 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.
- (c) The Contractor shall be responsible for the coordination of the trades, subcontractors, materials, and persons engaged upon his work.
- (d) The Court will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.
- (e) Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution. Notwithstanding any such subcontract approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

H.13 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.14 PERSONNEL COMPENSATION

(a) Compensation of personnel under this contract or any resulting subcontract must be in accordance with company policy and salary history of proposed personnel.

H.15 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

(a) Limitations:

(1) If, during contract performance, the Contractor proposes salary or wages for an individual(s) that exceeds (5) % percent of the individual's current salary or wage or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years, the cognizant Contracting Officer's approval is required. The proposed increase should not exceed the Court's CST.

(2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the contract equivalent to the maximum annual salary rate specified in Section H.16.a.1 above unless an advance written waiver is granted by the Courts Contracting Officer Procurement Executive.

(b) Labor Categories: The Contractor shall furnish personnel with the necessary education, training and/or relevant experience, as specified in the SOW under this Contract. All proposed personnel shall have a Bio-data fully signed (Attachment J.20)

(c) Reimbursement of the employee's base annual salary, if any, which exceed the Courts Contractor Salary Threshold, must be approved in writing by the Contracting Officer.

(d) Annual Salary Increases:

One annual salary increases not more than 3% (includes promotional increase) may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding The Court CST may be granted only with the advance written approval of the Contracting Officer.

(e) Consultants:

No compensation for consultants will be reimbursed unless their use under the

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contract has advance written approval of the Contracting Officer's Technical

Representative; and if such provision has been made or approval given, compensation shall not exceed: 1) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years. Requests for waiver to this compensation guidance must be fully justified and shall require the approval of the Contracting Officer.

(f) Initial Salaries:

The initial starting salaries of all employees whose salaries are charged as a direct cost to this contract must be approved, in advance and in writing, by the Contracting Officer. Any initial starting salaries included in the contractor's proposal and accepted during negotiations, are deemed approved upon contract execution.

- (G) Substitutions: Proposed salary for replacement personnel shall not exceed the salary for the position as initially proposed in the base and option years, unless authorization of annual salary increase (up to 5%) is approved by the Contracting Officer in writing.

Note: The Contractor must retain any approvals issued pursuant to sections (a) through (f) above for audit purposes. Approvals issued pursuant to the above must be within the terms of this contract and shall not serve to increase the total estimated cost or the obligated amount of this contract, whichever is less.

H.18 CHANGES—COST-REIMBURSEMENT

- (a) The Contracting Officer may at any time, by written order, if any, make changes within the general scope of this contract in any one or more of the following:
- (1) Deliverables when the supplies to be furnished are to be specially manufactured for the Courts.
 - (2) Method of shipment or packing.
 - (3) Place of delivery.
- (b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an adjustment under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act

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upon a proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

- (f) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this contract.

H.19 LIMITATIONS ON PASS-THROUGH CHARGES

- a) Definitions. Added value, excessive pass-through charge, subcontract, and subcontractor, as used in this provision, are defined in the clause of this solicitation entitled “Limitations on Pass-Through Charges”.

- b) General. The offeror’s proposal shall exclude excessive pass-through charges.

- c) Performance of work by the Contractor or a subcontractor.
 - 1) The offeror shall identify in its proposal the total cost of the work to be performed by the offeror, and the total cost of the work to be performed by each subcontractor, under the contract, task order, or delivery order.
 - 2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal—
 - i. The amount of the offeror’s indirect costs and profit/fee applicable to the work to be performed by the subcontractor(s); and
 - ii. A description of the added value provided by the offeror as related to the work to be performed by the subcontractor(s).
 - 3) If any subcontractor proposed under the contract, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal—
 - i. The amount of the subcontractor’s indirect costs and profit/fee applicable to the work to be performed by the lower-tier subcontractor(s); and
 - ii. A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

H.19.1 DEFINITIONS-LIMITATIONS ON PASS-THROUGH CHARGES

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a) Definitions. As used in this clause—

“Added value” means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to The Courts (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

“Excessive pass-through charge”, with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to The Courts by the Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor (other than charges for the costs of managing subcontracts and any applicable indirect costs and associated profit/fee based on such costs).

“No or negligible value” means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

b) General. The Courts will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.

c) Reporting. Required reporting of performance of work by the Contractor or a subcontractor. The Contractor shall notify the Contracting Officer in writing if—

- 1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or
- 2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

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- d) Recovery of excessive pass-through charges. If the Contracting Officer determines that excessive pass-through charges exist;
 - 1) For other than fixed-price contracts, the excessive pass-through charges are unallowable; and
 - 2) The Courts shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.

- e) Access to records.
 - 1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (a) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.
 - 2) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

[END OF SECTION H]

PART II

SECTION I - CONTRACT CLAUSES

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

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon the future availability of appropriated funds.

I.3 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

I.4 DISPUTES

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

I.5 EXAMINATION OF BOOKS AND RECORDS

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

I.6 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.7 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.8 PROTEST

I.8.1 Any aggrieved person may protest this solicitation, award or proposed contract award in accordance with Chapter 8 of the Procurement Guidelines of the District of Columbia Courts. Protest shall be filed in writing, within ten (10) calendar days after the basis of the protest is known (or should have been known), whichever is earlier with the

Contracting Officer at:

Geoffrey Mack Administrative Officer
Administrative Services Division
District of Columbia Courts
700 6th Street, N.W., 12th Floor
Washington, D.C. 20001
Telephone: 202-879-4264

I.8.2 A protest shall include the following:

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

I.9 RESERVED

I.10 RIGHTS IN DATA

I.10.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.10.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples

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of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.10.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.10.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.10.5 All data first produced in the performance of this Contract shall be the sole property of the Courts. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the Courts under this Contract, are works made for hire and are the sole property of the Courts; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the Courts the ownership of copyright in such works, whether published or unpublished. 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 in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the Courts until such time as the Courts may have released such data to the public.
- I.10.6 The Courts will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such

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restricted rights shall include, as a minimum the right to:

- I.10.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any Courts installation to which the computer may be transferred by the Courts.
- I.10.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative.
- I.10.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.10.7 The restricted rights set forth in section I.10.5 are of no effect unless

- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____ With _____(Contractor's Name);
and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the Courts' rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the Courts of liability with respect to such unmarked software.

- I.10.8 In addition to the rights granted in Section I.10.5 above, the Contractor hereby grants to the Courts a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.10.7 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the Courts under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the Courts under this contract any works of authorship in which copyright is not owned by the

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Contractor without acquiring for the Courts any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

- I.10.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.10, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Courts' or the Contractor's rights in that subcontractor data or computer software which is required for the Courts.

- I.10.10 For all computer software furnished to the Courts with the rights specified in Section I.10.5, the Contractor shall furnish to the Courts, a copy of the source code with such rights of the scope specified in Section I.10.5. For all computer software furnished to the Courts with the restricted rights specified in Section I.10.7, the Courts, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the Courts under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

- I.10.11 The Contractor shall indemnify and save and hold harmless the Courts, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

- I.10.12 Nothing contained in this clause shall imply a license to the Courts under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Courts under any patent.

- I.10.13 Paragraphs I.10.6, I.10.7, I.10.8, I.10.11 and I.10.12 above are not applicable to material furnished to the Contractor by the Courts and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.11 CANCELLATION CEILING

- I.11.1 In the event of cancellation of the contract because of non-appropriation for any fiscal year after fiscal year 2023, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

I.12 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 three (3) calendar days from the date of receipt of the notification of award.

I.13 INSURANCE

I.13.1 General Requirements

- A. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer (CO) giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher.
- B. The Contractor shall require all of its subcontractors to carry the same insurance required herein. All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia Courts. The District of Columbia Courts shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against the District of Columbia Courts relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured.
- C. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be affected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance,

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including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

- D. If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

- I.13.2 **Commercial General Liability Insurance (“CGL”)** - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

- I.13.3 **Automobile Liability Insurance** - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

- I.13.4 **Workers’ Compensation Insurance** - The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

- I.13.5 **Employer’s Liability Insurance** - The Contractor shall provide evidence satisfactory to the CO of employer’s liability insurance as follows: \$500,000 per

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accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit. All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia Courts.

- I.13.6 **Cyber Liability Insurance** - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
- I.13.7 **Professional Liability Insurance (Errors & Omissions)** - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the District of Columbia Courts and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
- I.13.8 **Commercial Umbrella or Excess Liability** - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District of Columbia Courts and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.
- I.13.9 **PRIMARY AND NONCONTRIBUTORY INSURANCE.** The insurance required

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herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the District of Columbia Courts.

- I.13.10 **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia Courts and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- I.13.11 **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT. E. 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 District of Columbia Courts.
- I.13.12 **MEASURE OF PAYMENT.** The District of Columbia 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.13.13 **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if 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 nonpayment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- I.13.14 **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. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

Flor de Maria de Rivera
Senior Contract Specialist
700 6th Street, NW.
12th Floor
Washington, DC 20001
Phone: 703-901-1547
maria.rivera@dccsystem.gov

The Contracting Officer may request, and the Contractor shall promptly deliver

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updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the

CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

I.13.15 DISCLOSURE OF INFORMATION. The Contractor agrees that the District of Columbia Courts may disclose the name and contact information of its insurers to any third party which presents a claim against the District of Columbia 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.13.16 CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District of Columbia.

I.14 ORDER OF PRECEDENCE

The contract awarded as a result of this RFP will contain the following clause: 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: An applicable Court Order, if any.

- (1) Contract document.
- (2) DC Courts General Contract Provisions
- (3) Contract attachments other than the General Contract Provisions
- (4) RFP, as amended.
- (5) Revised Proposal/BAFO(s), if any, in reverse chronological order
- (6) Proposal.

I.15 CONTINUITY OF SERVICES

(a) The Contractor recognizes that the services under this contract are vital to the Courts and must be continued without interruption and that, upon contract expiration, a successor, either the Courts or another contractor, may continue

them. The Contractor agrees to:

- (1) Furnish phase-in training; and
 - (2) Exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice:
- (1) furnish phase-in, phase-out services for up to ninety (90) calendar days after this contract expires and
 - (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- (c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

I.16 TERMINATION (Cost-Reimbursement)

- (a) The Courts may terminate performance of work under this contract in whole or, from time to time, in part, if --
- (1) The Contracting Officer determines that a termination is in the Government's interest; or
 - (2) The Contractor defaults in performing this contract and fails to cure the default within ten (10) calendar days (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance.

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(b) The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying whether termination is for default of the Contractor or for convenience of The Courts, the extent of termination, and the effective date. If, after termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor as set forth in

the Excusable Delays clause, the rights and obligations of the parties will be the same as if the termination was for the convenience of The Courts.

(c) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause), except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case The Courts shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the cost of which would be reimbursable in whole or in part, under this contract; approval or ratification will be final for purposes of this clause.

(6) Transfer title (if not already transferred) and, as directed by the Contracting Officer, deliver to The Courts --

(i) The work in process, completed work, supplies, and other material produced or acquired for the work terminated.

(ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government; and

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(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Courts has or may acquire an interest.

(d) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer.

The Contractor shall submit the proposal promptly, but no later than sixty (60) calendar days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within these sixty (60) calendars days. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on sixty (60) calendar days or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(e) Subject to paragraph (f) of this clause, the Contractor and the Contracting Officer may agree on the whole or any part of the amount to be paid (including an allowance for fee) because of the termination. The contract shall be amended, and the Contractor paid the agreed amount.

(f) If the Contractor and the Contracting Officer fail to agree in whole or in part on the amount of costs and/or fee to be paid because of the termination of work, the Contracting Officer shall determine, on the basis of information available, the amount, if any, due the Contractor, and shall pay that amount, which shall include the following:

(1) All costs reimbursable under this contract, not previously paid, for the performance of this contract before the effective date of the termination, and those costs that may continue for a reasonable time with the approval of or as directed by the Contracting Officer; however, the Contractor shall discontinue those costs as rapidly as practicable.

(2) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (f)(1) of this clause.

(3) The reasonable costs of settlement of the work terminated, including --

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

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(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. If the termination is for default, no amounts for the preparation of the Contractor's termination settlement proposal may be included.

(4) A portion of the fee payable under the contract, determined as follows:

(i) If the contract is terminated for the convenience of the Government, the settlement shall include a percentage of the fee equal to the percentage of completion of work contemplated under the contract, but excluding subcontract effort included in subcontractors' termination proposals, less previous payments for fee.

(ii) If the contract is terminated for default, the total fee payable shall be such proportionate part of the fee as the total number of articles (or amount of services) delivered to and accepted by The Courts is to the total number of articles (or amount of services) of a like kind required by the contract.

(5) If the settlement includes only fee, it will be determined under subparagraph (f)(4) of this clause.

(g) The cost principles and procedures in Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(h) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (f), (j) (g) or (i) of this clause, The Courts shall pay the Contractor -

-

(1) The amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken; or

(2) The amount finally determined on an appeal.

(i) In arriving at the amount due the Contractor under this clause, there shall be deducted --

(1) All unliquidated advance or other payments to the Contractor, under the terminated portion of this contract.

(2) Any claim which The Courts has against the Contractor under this contract; and

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(3) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under this clause and not recovered by or credited to the Government.

- (j) The Contractor and Contracting Officer must agree to any equitable adjustment in fee for the continued portion of the contract when there is a partial termination. The Contracting Officer shall amend the contract to reflect the agreement.
- (k)(1) The Courts may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
- (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to The Courts upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until ten (10) calendar days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.
- (l) The provisions of this clause relating to fee are inapplicable if this contract does not include a fee.

[END OF SECTION I]

PART III

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS AND APPENDIX

- J.1 General Provisions Applicable to D.C. Courts Contracts**
- J.2 Anti-Collusion Statement**
- J.3 Ethics in Public Contracting**
- J.4 Non-Discrimination**
- J.5 Certification of Eligibility**
- J.6 Tax Certification Affidavit**
- J.7 Certification Regarding Drug Free Environment**
- J.8 Past Performance Evaluation**
- J.9 Supplier Information Form DCCSF**
- J.10 Contractor's Price Schedule**
- J.10A Price Breakdown Sheet**
- J.11 DC Courts/CPFMD Org Chart**
- J.12 The District of Columbia Courts Facilities Master Plan dated 2019.**
- J.13 DC Courts Design Standards**
- J.13.A Cable Management Manual**
- J.13.B DC Courts Audiovisual Standards**
- J.14 Strategic Plan of the DC Courts 2023-2027**
- J.15 The Judiciary Square Master Plan –. dated 4 March 2005**

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- J.16** **CPFMD DBB Division 01—General Requirements specification**
- J.17** **CPFMD Integrated Program Schedule (CPFMD IPS)**
- J.18** **The District of Columbia Courts Facilities Condition Assessment Report dated July 30, 2021 (DC Courts FCA)**
- J.19** **CPFMD Invoice Verification Form**
- J.20** **Bio-Data Template**

[END OF SECTION J]

**PART IV
REPRESENTATIONS AND INSTRUCTIONS**

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

K.1. Certification Regarding a Drug-Free Workplace

K.1 Certification Regarding a Drug-Free Workplace

K.1.1 Definitions. As used in this provision:

K.1.1.1 "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C.) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

K.1.1.2 "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

K.1.1.3 "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

K.1.1.4 "Drug-free workplace" means the site (s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K.1.1.5 "Employee" means an employee of the Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct costs employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

K.1.1.6 "Individual" means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.

K.1.2 By submission of its offer, the Offeror, if other than an individual who is making an offer that equals or exceeds \$25,000.00, certifies and agrees, that with respect to all employees of the Offeror to be employed under a contract resulting from this solicitation, it will - no later than thirty (30) calendar days after contract

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award (unless a longer period is agreed to in writing), for contracts of thirty (30) calendar days or more performance duration, or as soon as possible for contract of less than thirty (30) calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed.

- K.1.2.1 Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- K.1.2.2 Establish an ongoing drug-free awareness program to inform such employees about -
- (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- K.1.2.3 Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.1.2.1 of this provision.
- K.1.2.4 Notify such employees in writing in the statement required by subparagraph K.1.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- K.1.2.5 Notify the Contracting Officer in writing within ten (10) calendar days after receiving notice under subdivision K.1.2.4 (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction.
- K.1.2.6 The notice shall include the position title of the employee; and

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- K.1.2.7 Within thirty (30) calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Take appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- K.1.2.8 Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs K.1.2.1 through K.1.2.6 of this provision.
- K.1.3 By submission of its offer, the Offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the Offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.
- K.1.4 Failure of the Offeror to provide the certification required by paragraphs K.1.2 or K.1.3 of this provision, renders the Offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19-602-1(a)(2) (i) and (ii).
- K.1.5 In addition to other remedies available to the Government, the certification in paragraphs K.1.2 or K.1.3 of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

K.1.6 **CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**

Print Name of Authorized
Representative

Title

Signature of Authorized
Representative

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

K.2. ACKNOWLEDGMENT OF AMENDMENTS

The bidder acknowledges receipt of Addenda to the solicitation and related documents numbered and dated as follows:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

NOTE: Bidder may acknowledge addendum here or on addendum or both.

K.3. OFFICERS NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

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

K.4. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature on the bid is considered to be a certification by the signatory that:
 - (1) The prices in this bid have been arrived at independently, without, for the

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purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices bid.

- (2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory.
- (1) Is the person in the Bidder's organization responsible for determining the prices being offered in this bid, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or
 - (2)
 - (i) Has been authorized, in writing, to act as agent for the following principles in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above:

(insert full name or person(s) in the organization responsible for determining the prices offered in this bid and the title of his or her position in the Bidder's organization);
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (i) through (a) (3) above; and
 - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If Bidder deleted or modifies subparagraph (a) (2) above, the Bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

K.5. TYPE OF BUSINESS ORGANIZATION

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

K.6. PAYMENT IDENTIFICATION NO.

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

Please list below applicable Contractor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

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

[END OF SECTION K]

**PART V
REPRESENTATIONS AND INSTRUCTIONS**

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 METHOD OF AWARD

- L.1.1. The Courts reserves the right to accept/reject any/all proposals resulting from this solicitation. The Contracting Officer may reject all proposals or waive any minor informality or irregularity in proposals received whenever it is determined that such action is in the best interest of the Courts.
- L.1.2 The Courts intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the **best value** after evaluation in accordance with the factors and sub-factors in the solicitation.
- L.1.3 The Court may waive informalities and minor irregularities in proposals received, (4) The Court t intends to evaluate proposals, select the most high rated best two proposals and request a presentation from offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Courts reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.
- L1.4 Exchanges with offerors after receipt of a proposal do not constitute a rejection or counter offer by The Courts.

L.2. PREPARATION AND SUBMISSION OF PROPOSALS

- L.2.1 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:

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CAPTION: DC Courts PgM Services
PROPOSAL DUE DATE: October 30, 2023
RECEPTION OF PROPOSAL: 10:00 AM-12:00 PM

- L.2.2 The proposal shall be limited to 35 pages, single sided, minimum 12-point font. CV's Bio-data's, certifications, budget, budget summary and references do not count against the maximum number of pages. The required submittals are:

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L.2.3 Offerors shall submit:

One (1) signed original,

One (1) electronic (pdf) , budget breakdown (PDF) and Excel

Four (4) bound copies of the Technical Proposal (Total 5 hard copies).

Each proposal shall be properly indexed and include all information requested in the RFP. Offerors shall submit all pages of the Request for Proposal (RFP), all attachments, and all documents containing the offeror's proposal.

L.2.4 The original proposal shall govern if there is a variance between the original proposal and the copy submitted by the offeror. Each offeror shall return the complete solicitation as its proposal.

L.2.5 The Courts may reject as non-responsive any proposal that fails to conform in any material respect to the solicitation.

L.2.6 The Courts may also reject as non-responsive any proposals submitted on forms not included in or required by the solicitation. Offerors shall make no changes to the requirements set forth in the solicitation.

L.2.7 The offeror must propose a price in accordance with section B of this solicitation to be considered for this award. Failure to offer on all items in section B and the attached Contractor's Price Schedule Attachment J.10 and J.10A will render the offer non-responsive and disqualify a proposal.

L.2.8 Offers shall be mailed and/or hand delivered to the following address:

Bids/Proposals shall be **mailed** to the following address:

District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Flor Rivera, Senior Contract Specialist
700 6th Street NW., 12th Floor
Washington, D.C. 20001

Bids/Proposals shall be **hand delivered** (**between 10:00 AM-12:00 PM**) to the following address:

District of District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Flor Rivera, Senior Contract Specialist
700 6th Street NW., 12th Floor
Washington, D.C. 20001

L.3. CONFIDENTIALITY OF SUBMITTED INFORMATION

- L.3.3 Offerors who include in their proposals data that they do not want disclosed to the public or used by the District of Columbia Courts except for use in the procurement process shall mark the title page of the proposal document with the following legend:

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

- L.3.2. The specific information within the *proposal* which the offeror is making subject to this restriction announced on the title page must be noted on the individual pages which contain it. The offeror shall mark each page containing confidential information or data it wishes to restrict with the following text:

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

- L.3.3. Note that the District of Columbia Courts shall have the right to duplicate, use, or disclose the data to the extent consistent with the Court's internal needs in the procurement process. The Courts may, without permission of the offeror, use, without restriction, information contained in this proposal package if it is obtained from another source.

L.4. PROPOSAL SUBMISSION DATE AND TIME, LATE SUBMISSION, MODIFICATIONS, AND WITHDRAWALS

- L.4.1. Offers shall be submitted no later than the date and time specified in the solicitation. Proposals, modifications to proposals, or requests for withdrawal that are received in the designated 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:
- a. The proposal or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of proposals;
 - b. The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts after receipt; or

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- c. The proposal is the only proposal received.
- L.4.2. The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.
- L.4.3. A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.
- L.4.4. A late modification of a successful proposal which makes its terms more favorable to the Courts shall be considered at any time it is received and may be accepted.
- L.4.5. A late proposal, late modification or late withdrawal of proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

L.5. QUESTIONS

- L.5.1. Questions concerning this Request for Proposal must be directed by e-mail no later than October 02, 2023 at 2:00 PM (EST) to:

Flor Rivera, Senior Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
700 6th Street, N.W., 12th Floor
Washington, D.C. 20001
Telephone Number: (703) 901-1547
Email: maria.rivera@dccsystem.gov

L.6. EXPLANATION TO PROSPECTIVE OFFERORS

- L.6.1. **Any prospective offeror desiring an explanation or interpretation of this solicitation must request it in writing at least five (5) calendar days prior to the proposal receiving date.** Requests should be directed to the procurement contact person at the address listed in Section L.5.1. Any substantive information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting proposals or if the

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lack of, it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.7. CANCELLATION OF AWARD

L.7.1. The Courts reserve the right, without liability to the Courts, to cancel the award of any contract at any time prior to the approval of a formal written contract signed by the Executive Officer and Administrative Officer of the Courts.

L.8. OFFICIAL PROPOSAL

L.8.1. Proposals signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to the Contracting Officer.

L.9. CERTIFICATIONS, AFFIDAVITS AND OTHER SUBMISSIONS

L.9.1. Offerors shall complete and return with their proposal the Representations and Certifications (Attachment J.2 - Anti-Collusion Statement, Attachment J.3 – Ethics in Public Contracting, Attachment J.4 - Non-Discrimination, J.5 - Certification of Eligibility, J.6 - Tax Certification Affidavit and J.7 - Certification of a Drug-Free Workplace, Attachment J. 8 - Past Performance Form). All these documents shall be submitted under Volume II – Price Proposal (Attachment J.10 Contractors Price Schedule and Attachment J.10.A Pricing Breakdown Sheet), Tab B.

L.9.2 No award shall be made unless the Contracting Officer makes confirmation or affirmative determination of responsibility for the potential Contractor. ***THE POTENTIAL CONTRACTOR MUST BE REGISTERED IN SYSTEM FOR AWARD MANAGEMENT (SAM) PRIOR TO AWARD OF CONTRACT. REGISTER AT WWW.SAM.GOV.***

L.10. RETENTION OF PROPOSALS

L.10.1. All proposal documents shall be the property of the Courts and retained by the 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.3.

L.11. PUBLIC DISCLOSURE UNDER FOIA

L.11.1. Trade secrets or proprietary information submitted by a offeror in connection with

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

L.12. EXAMINATION OF SOLICITATION

L.12.1. Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the offeror's risk.

L.13. ACKNOWLEDGMENT OF AMENDMENTS

L.13.1. Offerors shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) identifying the amendment number and date in the proposal; or (c) letter. The Courts must receive the acknowledgment by the date and time specified for receipt of proposals. Offeror's failure to acknowledge an amendment may result in rejection of the proposal.

L.14. RIGHT TO REJECT PROPOSALS

L.14.1. The Courts reserve the right to reject, in whole or in part, any and all proposals received as the result of this solicitation.

L.15. PROPOSAL PREPARATION COSTS

L.15.1. Each offeror shall bear all costs it incurs in providing responses to this solicitation and for providing any additional information required by the Courts to facilitate the evaluation process. The successful offeror shall also bear all costs incurred in conjunction with contract development and negotiation.

L.16. PRIME CONTRACTOR'S RESPONSIBILITIES

L.16.1. Each offeror may propose services that are provided by others, but any service(s) proposed must meet all of the requirements of this RFP.

L.16.2. If the offeror's proposal includes services provided by others, the offeror will be required to act as the prime Contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The Contractor will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

L.17. CONTRACT TYPE

L.17.1. This is a Cost Plus contract with a fix fee, with fixed unit prices.

L.18. FAILURE TO RESPOND TO SOLICITATION

L.18.1. In the event that a prospective offeror does not submit a proposal in response to the solicitation, the prospective offeror should advise the Contracting Officer by letter or e-mail whether the prospective offeror wants any future solicitations for similar requirements. If the prospective offeror does not submit a proposal for three successive solicitations 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.19. SIGNING PROPOSALS AND CERTIFICATIONS

L.19.1. Each proposal must provide a full business address and telephone number of the offeror and **BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS**. All correspondence concerning the proposal or resulting contract will be mailed to the address shown above on the proposal in the absence of written instructions from the offeror or contractor to the contrary. Any proposal submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any proposal submitted by a corporation must include the signature and title of the person having authority to sign for the corporation. Upon request, a Offeror shall provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs a proposal, the offeror shall submit to the Contracting Officer, the agent's authority to bind the offeror. Offeror shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the proposal being rejected.

L.20. ERRORS IN PROPOSALS

L.20.1. Offerors are expected to read and fully understand all information and requirements contained in the solicitation. Failure to do so will be at the offeror's risk. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.

L.21. ACCEPTANCE PERIOD

L.21.1. The Offeror agrees to keep its proposal open for a period of one hundred and twenty (120) calendar days from the date specified for the submission of proposals.

L.22. PROPOSAL INFORMATION AND FORMAT

L.22.1 At a minimum, each proposal submitted in response to this RFP shall include sections, as

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set forth below, which address the approach for the work described in Section "C" -

L.22.2 Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of offeror’s capabilities to satisfy the requirements of this RFP. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered. **The proposal shall be prepared in two volumes. These shall be submitted in loose-leaf, three-ring notebooks for each copy of Volume I – Technical Proposal, and for each copy of Volume II - Price Proposal. See also, clause L.23– Price Proposal.**

L.22.3 **Volume I - Technical Proposal shall comprise the following tabs and information:**

Tab A	<p>General Information</p> <ol style="list-style-type: none"> 1. Brief history of the Offeror’s company 2. Name, Address, Telephone Number, DUNS Number and federal tax identification number of the Offeror 3. Copy of any current license, permit, registration or certification to transact business in the District of Columbia, if required by law to obtain such license, permit, registration or certification. 4. If the Offeror is a corporation, partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements. 5. Name, address, email and current phone number of Offeror’s contact person.
Tab B	<p>PgM Experience/Past Performance (25 Points)</p> <p>The Courts desires to develop a beneficial partnership with a PgM firm with the experience, ability and skill set necessary to formulate and implement a PgMO that will realize the objectives set forth in the RFP. Offerors will be evaluated based on the following demonstrated experience:</p> <ul style="list-style-type: none"> • Successfully formulating and implementing agency PgMOs for other agencies that achieved similar objectives as detailed in the RFP. • Successfully operating within an integrated team environment in which the owner, the PgM, CM and QA firms work as one team to accomplish mutual objectives. • Successfully managing Court related programs or projects, or facility operations acting as the owner’s representative, the PgM. • Ability to assemble and analyze project and program data to develop clear arguments key to making program-related decisions or solving program- related problems and expressing those arguments, in writing and presentation format, clearly and persuasively.

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- Operating PgMOs that have successfully managed conflicting or multiple stakeholder priorities.
- Org Chart example of other PgM work

The intent of the RFP is to encourage responses that clearly communicate the offeror's understanding of the requirements detailed in the RFP and the offeror's approach to successfully partner with the Courts to meet the objectives identified in the RFP. The offeror shall submit only the information essential to demonstrate the required experience and for the Courts to understand and evaluate the proposal. Items not specifically, and explicitly related to the RFP and proposal, e.g. brochures, marketing material, etc. will not be considered during the evaluation.

Provide a minimum of five (5) program past performance examples the offeror has been involved in within the last ten (10) years.

For each past performance example provide:

- A list of contact names,
- Job titles,
- Term of performance,
- Contract type, i.e., fixed-price, cost reimbursement, etc.,
- Overall program budget for past performance example,
- Type and scale of projects solicited, awarded and completed under the past performance example,
- Summary of offeror's role in the program,
- Skills/expertise the offeror provided that resulted in program success,
- Detail of how extraordinary problems, issues or challenges were overcome to achieve success, and the offeror's description of what the success achieved was,
- Awards or commendations received related to the past performance example or directly from those clients,
- Provide sample PgM Plan developed for use on one of the identified projects.

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	<p>Past performance examples and information provided will be used for both responsibility determinations and as an evaluation factor against which Offeror’s relative ranking will be compared in accordance with the evaluation criteria set forth in Section M. The Courts will focus only on information that demonstrates quality of performance relative to the similarity of scope, magnitude and complexity to that detailed in the RFP.</p> <p>References shall respond to all pages of the DC Courts Past Performance Questionnaire; see Attachment J.8.</p>
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<p>Tab C</p>	<p>Proposed PgM Team Organization /Key Personnel (30 points):</p> <p>The Courts expectation is that only personnel with sufficient experience, expertise and ability to meet the RFP requirements be proposed as key personnel. The offeror shall provide the following:</p> <ol style="list-style-type: none"> 1. Provide an organizational chart that identifies roles and defines responsibilities for each section of the SOW as well as reporting relationships (including consultants if proposed). 2. Identify proposed individuals who will assigned to each role, provide relevant program experience, CV’s and Biodata, and specify the length of time the offeror anticipates each individual will be dedicated to the contract. 3. Identify proposed key personnel who are currently employed by the offeror and the length of time they have been employed by the offeror. 4. Demonstrate that the proposed key personnel have the experience, expertise and ability to perform the services required to meet the Courts’ objectives immediately upon NTP without additional training prior to performing services or providing required deliverables. 6. Personnel experience CV’s and Biodata (for all personnel including consultants if any). 7. Identify whether project management services will be self-performed
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Tab D	PgM Plan/One (1) Year Work Plan (35 points) The offeror shall provide the following to establish that the offeror understands the RFP requirements, and SOW to meet the Court’s objectives and demonstrate that the offeror has the ability to satisfy the requirements to partner with the Courts to achieve the objectives: <ol style="list-style-type: none">1. A proposed one (1) year work plan aligned with the PgM Plan to illustrate how the Contractor proposes to :<ol style="list-style-type: none">a) formulate a PgMO that will meet the requirements detailed in the RFP within the first year of the contract award.b) formulate a strategy for meeting deliverables requirementsc) define working procedures for each role on a day-to-day basis2. Other items as the offeror deems necessary to constitute a full proposal package that demonstrates how the offeror will successfully partner with the Courts to formulate and implement a PgMO with the intent to meet the Courts objectives.3. Identify any key challenges that the offeror believes to be inherent to meet the RFP requirements and the Courts’ objectives and explain how the offeror will overcome or mitigate those challenges.
Tab E	Proposed Innovations The offeror may suggest technical, procedural, personnel, innovations that they have used successfully on past performance examples or other contracts that may provide the Courts with a benefit(s). Provide any innovative ideas, approaches, specific concepts, software programs or tools that the offeror has the capability to provide that may provide a benefit(s) to the Courts in meeting the objectives detailed in the RFP.
Tab F	Disclosure <ol style="list-style-type: none">1. Disclosure details of any legal action or litigation past or pending against the Offeror.2. A statement that the Offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the Offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts.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.

L.22.4 Volume II (10 Points) – Price Proposal shall comprise the following tabs:

Tab A	Price Information –Submit the price using format provided in Attachment J.10 and J.10.A
Tab B	Contractual Information – all other required information as specified in Clause L.23.6 Budget Narrative Certifications listed in section L.9.1

L.23 PRICE PROPOSAL

- L.23.1 A separately bound price proposal must be submitted using the format provided in Attachment J.10 of this RFP. The price furnished by the offeror shall be detailed/itemized for the services set forth in **Section C** on Attachment J.10 A. The offeror's price proposal shall become a part of the awarded contract. The offeror's price proposal shall include all costs for the required services.
- L.23.2 The offerors must submit a summary budget for the contract period as well as the option period. The summary budget must reflect summary cost information for each of the major budget categories for each of the contract periods separately and then offer the program total for the entire contract, item for item in the last column of the spread sheet.
- L.23.3 The offerors must also submit a detailed version of its summary budget for the contract period. The detailed budget must reflect every estimated cost item, broken out. The detailed budget must reflect these individual cost items for each of the contract years and then offer the program total for the entire contract, item for item in the last column of the spread sheet. To facilitate efficient and practical review of budget details, the sheets and detailed breakdowns should be formatted to where they can be printed practically without requiring manipulation to the format fields.
- L.23.4 The offerors must submit a detailed budget narrative that supports item for item the cost estimates proposed in its detailed budget. The budget narrative should describe the nature of individual cost items proposed and include a description of the source of that particular cost estimate (historical experience with the cost item, catalogue price, vendor price quotes, etc.). Narratives for the individual cost items must provide a discussion of any estimated escalation rates where applicable.
- L.23.5 Additionally, the offerors should structure their proposals so as to provide the best value and greatest assurance of results at the lowest cost. Each offeror's cost proposal for the contact period shall be evaluated in terms of reasonableness and realism to determine the appropriate cost for the work, the offeror's understands of the work, and

their ability to perform the work.

L.23.6 The following is the minimum information required in the budget and budget narrative:

- (A) **Salary and Wages** - Direct salaries and wages should be proposed in accordance with the offeror's proposed personnel policies as per salary history. Unit costs for each proposed position, key or not, should be expressed in an amount per workday or work hours with the corresponding level of effort required for the position and then calculated to a total cost for each cost period where the salary would be applicable. Biographical Data Sheets are required for all long-term, short-term personnel.
- (B) **Fringe Benefits**- the application should propose a rate and explain how the rate was determined. If the latter is used, the narrative should include a detailed breakdown comprised of all items of fringe benefits (e.g., unemployment insurance, workers compensation, travel allowance, health and life insurance, retirement, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries.
- (C) **Subcontracts/Consultants** - Information sufficient to determine the reasonableness of the cost of each specific subcontract and consultant expected to be hired must be included. Similar information should be provided for all consultants as is provided under the category for personnel.
- (D) **Other Direct Costs** - The narrative should provide a breakdown and support for all other direct costs.
- (E) **Indirect Costs:** The offeror should support the proposed indirect cost rate with sufficient information for The Court to determine the reasonableness of the rates. (For example, a breakdown of labor bases and overhead pools, the method of determining the rate, a description of all costs in the pools, etc.) If the offeror or any major subcontractor(s) does not have a cognizant Government Audit Agency, audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the offeror is a newly-formed organization), must be included in the proposal. The profit and loss statements should include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and are supplemented by information on the prime contractor's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed.
- (F) **Fixed Fee:** Any additional factors may be discussed as a basis for fee.
- (G) **All Travel Expenses, including but not limited to tolls, airfare, per diem, lodging, parking, etc. are to be included within the provided proposal. The Courts will not pay Tolls or parking for full time staff.**

L.24 ORAL PRESENTATIONS

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

End of Section L

PART VI

SECTION M - EVALUATION FACTORS

M.1 PROSPECTIVE CONTRACTOR'S RESPONSIBILITY

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

- a. Financial resources adequate to perform the contract, or the ability to obtain them;
- b. Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- c. A satisfactory record of performance;
- d. The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;
- e. Compliance with the applicable District licensing, tax laws, and regulations;
- f. The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
- g. Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

M.1.2 The Courts reserves the right to request, from a prospective contractor, information necessary to determine the prospective contractor's responsibility. Information is to be submitted upon the request of the Courts within the time specified in the request. Failure of a offeror to comply with a request for information may subject the offeror's proposal to rejection on responsibility grounds. If a prospective contractor fails to supply the requested information, the Court's Contracting Officer shall make the determination of responsibility or non-responsibility based on available information. If the available information is insufficient to make a determination of non-responsibility, the Court's Contracting Officer shall determine the offeror to be non-responsible.

M.1.3. While the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of award. Rather, the total score will guide the Courts in making an intelligent award decision based upon the evaluation criteria.

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- M.1.4 The Courts reserves the right to reject any or all proposals determined to be inadequate or unacceptable. The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the offeror's best terms from a cost and technical standpoint.
- M.1.5 The Court reserves the right to carry out negotiations, they may occur at the Contracting Officer's discretion, after the establishment of the competitive range that may result in the offeror being allowed to revise its proposal.
- M.1.6 The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
- M.1.7 The Contracting Officer will engage in discussions with all offerors in the competitive range. At the conclusion of discussions, those offerors in the competitive range will be notified to submit Best and Final offer. Cost proposals will be evaluated only for offeror's that are in the competitive range.

M.2 EVALUATION FOR AWARD

All responses will be evaluated and ranked by the Courts utilizing the Evaluation Criteria under Section M.3

M.3 EVALUATION CRITERIA

The following Technical Evaluation criteria will be used for the evaluation:

PROPOSAL SECTION	EVALUATION CRITERIA	POINTS
Tab B	Program Management and Experience/Past Performance	25
Tab C	Proposed PgM Team Organization	30
Tab D	PgM Plan/One (1) Year Work Plan	35

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Tab E	Proposed Innovations	0
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The following Price Proposal criteria will be used for the evaluation:

PROPOSAL SECTION	EVALUATION CRITERIA	POINTS
Tab A	Price Information	10

Total	Total Points from Technical and Price Evaluations	100
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M.3 PRICE PROPOSAL EVALUATION

M.3.1 The Courts 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

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contractor in the conduct of competitive business. The assessment of reasonableness will take into account the context of the source selection, including current market conditions and other factors that may impact price

M.3.4 COMPLETENESS

In evaluating completeness, the Courts will determine if the Offeror's provides pricing data of sufficient detail and the budget narrative requested in section L.23.6 to fully support the offer and permit the Courts to evaluate the proposal thoroughly.

M.4. SOURCE SELECTION

- (a) The Overall selection methodology set forth above will be used by the Contracting Officer as a guide in determining with proposal offer the best value to the Court.
- (b) The Award will be made by the Contracting Officer to the responsible Offeror whose proposal represents the best value to the Court after evaluation in accordance with the factors in the solicitation.
- (c) This procurement utilizes the trade off process. If the Contracting Officer determines that competing cost/price proposals are essential equal, technical factors may become the determining factor in source selection. Further the Contracting Officer may award to a higher priced Offeror if a determination is made that the higher technical evaluation of that Offeror merits the additional cost/price