

SOLICITATION, OFFER, AND AWARD				DC Courts Construction Management (CMA) and Quality Assurance Services				Page of Pages	
								1	113
2. Reference Number		3. Solicitation Number DCSC-24-RFP-0170		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP)		5. Date Issued 01/17/2024		6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside	
7. Issued By District of Columbia Courts Capital Project Facilities Management Division 700 6 th Street, NW (12 th Floor) Washington, DC. 20001				8. Address Offer to: District of Columbia Courts Administrative Services Division Procurement and Contracts Branch 700 6 th Street, NW (12 th Floor) Washington, D.C. 20001 ATTN: Kenneth Evans					
NOTE: In the sealed bid, solicitations "offer" or "Contractor" means "bid or "bidder."									
SOLICITATION									
9. THE DISTRICT OF COLUMBIA COURTS REQUIRES PERFORMANCE OF THE WORKS DESCRIBED IN THESE DOCUMENTS (Title, date) A Pre-Proposal Conference will be held on Tuesday, January 24, 2024, Promptly @ 1:00 PM -2:00 PM local time. Offerors shall provide the following information no later than <u>Monday, January 22, 2024, by 5:00 PM Local time</u> , for all participants to (e-mail): <u>Maria.rivera@dccsystems.gov</u> a) Full name of the attendee b) Name of the company the attendee is affiliated with c) and email address									
10. The Contracting Officer shall issue the Notice to Proceed no later than 30 calendar days after contract award.									
11. N/A									
12. ADDITIONAL SOLICITATION REQUIREMENTS: • Sealed offers in original and <u>5</u> copies to perform the work required are due at the place specified in Item 8 by March 15, 2024, at 12:00 PM (date). • Proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal." • A separate electronic copy (USB Drive) of the entire proposal should accompany the package. • Sealed envelopes shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. • All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. CAUTION: See Section L for Proposal submission date and time, and late submissions, late modification, withdrawal or modification of proposals and late proposals. All offers are subject to all terms & conditions contained in the solicitation									
13. For Information Contact		A. Name		B. Telephone (Area Code) (703)			C. E-mail Address		
				9011547			(Ext)		<u>Maria.rivera@dccsystems.gov</u>
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All written communications regarding this solicitation should be addressed to the Contract Specialist, Ken Evans, at the mailing address listed on page 1.									

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

B.1 PROCUREMENT OBJECTIVES

Procure a CMa interested in developing a successful partnership with the DC Courts to formulate, establish, and fully mature a Project Management Office (PMO) within the CPFMD that (1) will improve project delivery performance and (2) enable the delivery all capital and facility projects (on an annual and long-term basis) within cost, scope, on schedule, and to acceptable levels of quality, safety and performance.

B.2 CONTRACT TYPE

The Courts contemplate the award of a Cost-Plus-Fixed-Fee (CPFF) contract resulting from this solicitation. Award will be made using Trade-Off Source Selection process (Best Value).

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.2.1. Contract Term. The term of the contract will be for five (5) years total, with two (2) base years from date of award and three (1 year) option years after the base years. The date of award shall be the date the Contracting Officer signs the contract document.

B.2.2. Contract Award. Competitive award, Single contract.

The Pre-Proposal Briefing (On-site Meeting) will be held on **January 24, 2024, at 1:00 PM** at:

District of Columbia Courts
Moultrie Court House (500 Indiana Av)
4th Floor-Training Room 4640

Offerors shall provide the following information no later than December 28, 2023:

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

B.3 SERVICES

The District of Columbia Courts (the DC Courts) are seeking a qualified Contractor to provide agency Construction Management (CMa) services, inclusive of owner agent as well as project management and quality assurance/quality control services (QA/QC) to

ensure the delivery all capital and facility projects (on an annual and long-term basis) within cost, scope, on schedule, and to acceptable levels of quality, safety and performance.

The Contractor shall be one interested in a partnering type of relationship to formulate, establish and mature a PMO, and shall be interested in becoming an integrated part of the existing Capital Projects and Facilities Management Division (CPFMD) of DC Courts. The Contractor shall provide both CMA and QA/QC services that support the overarching program management structure that exists in the Courts' Capital Projects and Facilities Management Division (CPFMD). In performing these services, the contractor will be expected to partner with court staff, as well as with other contractors and vendors in the administration of capital and maintenance projects that will enhance the development and resulting operations of the Project Management Office (PMO) as part of this program. The incumbent contractor shall report to the Contracting Officer's Representative (COTR), who will manage and coordinate the services provided by the contractor to ensure the timely receipt of contract deliverables.

B.4 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT

The Offeror shall submit a price schedule, for a base period of two (2) years and for each of the three (1 year) option years, for the services specified and in accordance with **Section C**, Description/Specifications/Work Statement, of this Request for Proposal (RFP). Please refer to (**Attachment J.10 Contractors Price Schedule and J.10A Pricing Breakdown Sheet**) to be used as the Price proposal format.

B.4.1 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	\$	\$	\$	\$

B.4.2 Indirect Costs

For the Prime Contractor: Indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the proposed rates to be negotiated at the time of the award:

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

B.4.3 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, 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
 - (iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

B.4.3.1 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 – PERFORMANCE WORK STATEMENT (PWS)

C.1 OWNER’S MISSION/BACKGROUND

C.1.1 District of Columbia Courts (DC Courts)

The Courts is comprised of the DC Court of Appeals, the DC Superior Court, and the DC Court System. <https://www.dccourts.gov/>

C.1.2 DC Court System

The DC Court System provides shared services to the DC Court of Appeals <https://www.dccourts.gov/court-of-appeals> and the DC Superior Court <https://www.dccourts.gov/superior-court>.

C.1.3 Capital Projects and Facilities Management Division (CPFMD)

The CPFMD is part of the DC Court System responsible for the (1) planning (to include scoping, budgeting and scheduling) and delivering all capital projects at DC Courts’ facilities, (2) planning and delivery of all projects required to maintain the Courts’ facilities, and (3) planning and provision of services required to maintain the Courts’ facilities <https://www.dccourts.gov/about/learn-more/capital-projects-and-facilities-management-division>. Refer to **Attachment J.20** (DC Courts Organizational Chart/CPFMD Organizational Chart) for a view of the current DC Courts personnel in CPFMD.

C.1.4 DC Courts’ Key Contractors and Vendors

CPFMD utilizes several contractors and vendors in the administration of capital and maintenance projects which the CMA would be required to coordinate with. These vendors include, but are not limited to:

- Program Management Services
- Commissioning (IDIQ)
- Signage
- Architectural Engineering and Planning (IDIQ)
- Furniture Vendors (IDIQ)
- Furniture Consultant
- Master Planning
- Budget Planning Consultant
- Security Vendor (IDIQ)
- 3rd Party Materials Testing
- 3rd Party Inspections (IDIQ)

C.2 PURPOSE OF SERVICES

These services are necessary to better ensure the Courts' efforts to further develop and augment CPFMD's Project Management Office (PMO), utilizing an Integrated Program Team (IPT) approach. It is the Courts' expectation that the PMO shall (1) consistently manage the delivery of all capital projects at DC Courts' facilities and the delivery of all projects required to maintain all DC Courts' existing facilities, within scope, budget and on time. The PMO shall also (2) provide project-level outputs to the Program Management Office (PgMO) to support program-level functions and executive-level decisions.

Given the foregoing, the CMA will be expected to provide all services required for the PMO to operate efficiently and independently and that otherwise will enable its full integration into a PgMO that will be formulated and directed by a separate Program Management team (PgM).

C.3 PERFORMANCE OBJECTIVES

The CMA will be expected to partner with the DC Courts to further develop and enhance its existing PMO, with the intent to provide the Courts with benefits that otherwise could not be achieved without a PMO and to meet the following objectives:

C.3.1 Improve the CPFMD's overall project delivery performance.

The CMA shall provide all services that will better ensure that the PMO operates with the objective to improve the CPFMD's overall performance to (1) plan, fund and execute the DC Courts' capital projects on time, within budget and within scope and (2) develop strategies that will improve project performance and resolve project-level issues that arise during construction to prevent cost overruns and schedule delays, and (3) promote an integrated team approach from inception and planning of the CPFMD's projects to managing and controlling individual project scopes, schedules, budgets, quality and safety, and (4) manage the Courts' facility projects and activities in a manner that supports optimal performance of all judicial operations and activities.

C.3.2 Establish a PMO as center for project management excellence.

The CMA shall provide and formalize all industry-standard guidance, standardized approaches, tools, templates, examples of good practices, training, and coaching that better ensures consistency in how all capital and facility projects across the program are delivered by the PMO and facilitates decisions that transcend individual project success to support program-level functions and executive-level decisions.

The CMA will be expected to devise a robust plan and develop related processes that provides for resource allocation and capacity management to ensure that adequate resources (with sufficient experience and expertise with all project delivery types) are in place for timely completion of tasks as workload increases or decreases.

C.3.3 Facilitate and improve PMO engagement with all internal and external stakeholders.

The CMA shall provide all services and coordination necessary that will best ensure that the PMO operates with the objective to facilitate and improve the PMO engagement with all stakeholders essential to successful project delivery—to include those internal to the DC Courts organization, external judicial partners, external regulatory agencies.

C.3.4 Meet the D.C. Courts’ strategic goals.

. The CMA shall provide all services necessary to support the Courts’ goal to ensure that its PMO operates with the objective to meet the Courts’ strategic goals as identified DC Courts’ Strategic Plan 2018-2022 <https://www.dccourts.gov/press-releases/dc-courts-announce-new-5-year-strategic-plan>, and all subsequent versions of the plan during the contractor’s period of performance.

C.3.5 Meet the D.C. Courts’ financial goals.

The CMA shall provide all services necessary to formulate a PMO operating with the objective to meet the Courts’ annual and long-term financial goals. Essential to meeting this objective is ensuring that projects are consistently tracked against the funds appropriated (per the DC Courts’ annual Capital Budget and annual fiscal obligation plans) to ensure that all project are being managed within their respective budgets.

C.4 PLACE OF PERFORMANCE: OVERVIEW OF SITE & FACILITIES

C.4.1 The Judiciary Square Campus and Facilities

The Courts’ functions and personnel are housed primarily in the Judiciary Square neighborhood of the District of Columbia. The Courts currently maintain 1.5 million gross square feet (GSF) of space within seven (7) District-owned buildings in Judiciary Square and maintain the grounds surrounding those buildings. Refer to the chart below and **Attachment J.12** (District of Columbia Courts Facilities Master Plan 2019) for an overview of the facilities at DC Courts’ Judiciary Square campus.

Currently, the Courts temporarily house personnel in one (1) leased building near Judiciary Square, at 700 Sixth St. NW, where the Budget and Finance Division, Administrative Services Division, and Capital Projects and Facilities Management Division are co-located. The Courts could potentially relocate staff from this space into a temporary swing space until the modernization of space for these divisions at Building B is complete in 2025.

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))	4
Total Square Footage		1,502,150

C.4.2 DC Superior Court

The Superior Court of the District of Columbia and its many supporting functions are housed in the H. Carl Moultrie Courthouse. The eight (8)-story building is the DC Court's largest facility comprising 1,502,150 occupiable square feet, containing over 90 courtrooms and hearing rooms, and is the focus of most court activities. It is an eight (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.4.3 Offsite Facilities

The Courts lease seven (7) satellite offices throughout the District of Columbia, as well as one (1) warehouse in Cheverly, Maryland, 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.5 OPERATING CONSTRAINTS/CONDITIONS

The Courts currently procure CMA and QA services under separate contracts. This solicitation combines these services under one CMA contract. Therefore, the Contractor will be responsible to provide critical services that will support the Courts' efforts to develop a fully integrated and efficient PMO, while simultaneously facilitating delivery of the on-going project work.

C.6 CURRENT DC COURTS MAJOR PROGRAM INITIATIVES

Over the next five (5) years, the Courts has four (4) major initiatives that will be on-going and are planned that requires the DC Courts to have a CMA in place, who has experience providing integrated services for interrelated projects, over multiple sites, varying in scale, delivery type and complexity. It is the expectation of the DC Courts that the CMA will fully integrate with DC Courts' personnel, the PgMO, and all of the DC Courts' contractors and vendors required to complete the following program initiatives detailed below. The description of initiatives is not meant to serve as the total scope of projects or

work, but rather to give the contractor an idea of the type of work that the it will be expected to perform immediately upon award of a contract resulting from this RFP.

The DC Courts manages a \$40 - \$50 million annual capital budget for the execution capital projects to modernize, renovate, improve, and expand DC Courts' existing facilities and a \$2 – 3 million annual budget to maintain the infrastructure in DC Courts existing facilities. The CMA shall provide personnel to appropriate levels depending on capital and operating funding received in future years and provide personnel, who are experienced and flexible enough (“dual hat”) to fill more than one position (and are otherwise capable of performing multiple functions to the maximum extent possible) should capital and operating funding received from the Office of Management and Budget (OMB) be minimal. **Section F** identifies key personnel who the DC Courts anticipate may be required to “dual hat” or fill more than one (1) position and personnel who may be engaged on an “as needed” basis.

Below are the four (4) major initiatives, not in any priority order:

- C.6.1.1 Relocation of DC Courts personnel from leased space at 700 6th Street to DC Courts facility in Judiciary Square. Project Name: Migration from Gallery Place, Contract Delivery Method: Progressive Design Build (P-D-B) underway.**
 - C.6.1.1.2 This project is currently in the beginning stages of construction and includes modernization 1.5 floors of Building B at 510 4th Street—(1.5 floors, approximately 41,000 GSF). The type of space being modernized consists of standard office space.
 - C.6.1.1.3 The project also includes minor renovations of office space in Building A at 515 5th Street (approximately 3,500 GSF). The type of space being modernized consists of standard office space.
- C.6.1.2 Complete systematic multi-year renovation of 60+ courtroom sets (courtrooms, jury rooms and witness rooms) and chambers primarily in the H. Carl Moultrie at 500 Indiana Avenue NW (P-D-B or Design-Build delivery type anticipated).**
 - C.6.1.2.1 Successful completion of this initiative will require that the CMA support the PgMO to update the **Attachment J.13, J.13A, J.13B** (DC Courts Design Standards) to incorporate the latest/contemporary courtroom design trends and courtroom technologies sufficient to meet “DC Courts Strategic Plan 2018-2022 Goal IV: Resilient and Responsive Technology” (**Attachment J.14**).
 - C.6.1.2.2 Successful completion of this initiative will require the CMA have expertise related to current innovative courtroom Information Technology (IT), Audio Visual (AV) and security technologies and post-pandemic industry trends.

C.6.1.3 Restoration of the Historic Recorder of Deeds Building at 515 D Street NW (Design-Build delivery underway).

- C.6.1.3.1 This project is currently in the pre-design phase. The award of a design-build contract is anticipated in the summer of 2024.
- C.6.1.3.2 Successful completion of this initiative will require that the CMA team have expertise, experience, and all tools necessary to successfully managing design-build projects.

C.6.1 4 Planning and completion of operation and maintenance facility projects using an average of \$1.5 - \$2 million in operating funds annually (delivery type anticipated Design -Bid-Build).

C.7 REQUIRED SERVICES

Agency Construction Management (CMA) Services

CMA services shall be performed in full partnership with the DC Courts and the PgMO and shall be complimentary to programmatic and policy-level services performed by the PgMO. CMA services shall be more heavily focused on ensuring feasibility, constructability, and administering contracts to ensure the successful delivery of construction projects program-wide within scope, cost, schedule and of an acceptable level of quality and safety. The CMA shall provide services to manage all projects program-wide (regardless of the project delivery method), throughout all project phases—initiation, planning, procurement, design, permitting, construction, Furniture, Fixtures and Equipment (FF&E) installation, tenant move-in (TMI), close out and transition to operations and maintenance (O&M)—ending only after occupancy has occurred, a project has been successfully transitioned to the DC Courts’ O&M team and the one (1) year warranty period has expired. It is also the DC Courts’ expectation that CMA services provided shall be fully integrated and coordinated program-wide to ensure that all individual, interrelated projects, over multiple sites, varying in scale and complexity, are managed in a systematic and consistent way for maximum time and cost efficiency.

C.7.1 Owner Agency Services

Owner agency services are inherent to CMA services in that every member of the CMA team shall serve as an agent of the owner—ultimately and exclusively responsible to the owner—and perform all services in the owner’s best interest. Owner agency services required include, but are not limited to, the provision of the following services in support of meeting the performance objectives:

- A. Owner occupant (tenant) outreach, reporting and coordination;
- B. Program and project regulatory agencies outreach, reporting and coordination;
- C. Outside-agency stakeholder outreach, reporting and coordination;
- D. Community outreach, reporting and coordination;
- E. Requirements definition and documentation for owner occupants, regulatory; agency or outside agency stakeholders;

C.7.2 Integrated Project Team (IPT) Approach. IPT is defined as a multidisciplinary team lead by a program manager (PgM) responsible and accountable for planning, budgeting, procurement, and life cycle management of the project to achieve its cost, schedule, and performance goals. Team skills include budgetary, financial, capital planning, procurement, user, program, earned value management, and other staff as appropriate.

As **IPTs** have become the standard for many federal government program and project environments, it is the DC Courts expectation that the CMA perform utilizing an IPT approach and integrate with the PgMO, DC Courts personnel, and DC Courts vendors and suppliers to facilitate a fully integrated collaborative team defined as follows:

- A single team focused on a common set of goals and objectives delivering benefit for DC Courts.
- A team so seamless, that it appears to operate as if it were a company in its own right (functional roles are executed regardless of title).
- A team, with no apparent boundaries, in which all the members have the same opportunity to contribute and all the skills and capabilities can be utilized to maximum effect.

The expected result is that the CMA will facilitate interaction with and participation by all team members throughout the project life-cycle, thereby enabling high-quality project delivery.

The Contractor shall ensure that all CMaPs, PMPs, and any other management plans proposed or utilized by the CMA are fully integrated and aligned with the accepted PgMP and that all DC Courts personnel, contractor personnel and vendor efforts, plans and activities are fully coordinated during the life cycle of every project to ensure high-quality project delivery.

C.7.2.1 CMa Team Organizational Chart. Per Section L.22.3 (Tab C), the CMA shall submit a proposed organizational chart as part of the technical proposal to be evaluated during the source selection process. Per *CMAA CM Standards of Practice, 2021* summarized in **Attachment J.21** (CMA Contract Requirements Matrix), within thirty (30) calendar days after contract award the Contractor selected shall submit a draft CMA Team Organizational Chart that additionally includes the integrated context and relevant relationships to all DC Courts personnel, other contractors, and vendors/suppliers. Thereafter, a final CMA Team Organizational Chart within ninety (90) days after contract award, and an updated version quarterly. The intent is for the CMA to become acquainted and immersed with the existing DC Courts team quickly upon arrival onsite, then update and adjust the organizational chart as necessary to integrate and benefit the DC Courts as the CMA becomes more acquainted with all DC Courts team members and more actively engaged with ongoing projects.

It is expected that the initial organizational charts will include members of the Contractor's CMA team and the DC Courts team, then as the PMO is defined and matured, it becomes the basis for developing a PMO organizational chart. At a minimum, updated versions shall be provided to the Courts quarterly and shall include all personnel or position changes or additions.

C.7.3 Project Delivery Methods. The DC Courts delivers construction projects via two primary methods as defined in *CMAA CM Standards of Practice, 2021*—traditional or design-bid-build (D-B-B) method and design-build (D-B) method. The DC Courts has historically utilized the D-B-B approach to deliver projects on a strictly linear timeline, however in recent years project budgets have necessitated the use of a D-B approach, and that will continue into the foreseeable future. Project funding and limitations of performing construction projects in occupied facilities also often necessitates phased construction.

C.7.4 CMA's Role in Delivery Methods. In both delivery methods (and any other the DC Courts may choose to utilize) the CMA shall serve as the DC Courts' or Owner's principal agent and perform tasks throughout all the phases of project implementation—from initiation, procurement and pre-design to occupancy. The DC Courts will have a PgM team in place upon the award of the CMA contract, however the CMA will be solely responsible for delivery for all construction projects at DC Courts facilities and the formulation of a PMO. The Contractor shall assume that the majority of DC Courts' projects will be delivered via the D-B method and that the DC Courts will benefit from the allowance of fast-tracking.

The DC Courts' recent transition to the utilization of a D-B approach means that a CMA team with expertise and experience developing and administering D-B contracts to deliver D-B projects and establish PMOs is imperative.

C.7.5 Industry Standards of Practice for Construction Management. The CMA shall employ a team of personnel with expertise capable of performing all services and delivering construction projects according to industry standards of practice as identified and documented by the Construction Management Association of America (CMAA).

C.7.5.1 The CMA shall continuously track updates to all applicable Industry Standards of Practice and adjust project documents and practices to ensure a PMO that is established and functioning according to the most recent industry practices.

C.7.5.2 The CMA shall ensure that the full suite of Industry Standards of Practice identified throughout this RFP (and all updates published during the contract period of performance) are made available to the CMA team in hard copy and electronic format. CM Industry Standards of practice include, but are not limited to the following:
A. *CMAA CM Standards of Practice, 2021*

B. CMAA Related Guidelines:

- i. *CMAA Claims Management Guidelines*
- ii. *CMAA Contract Administration Guidelines*
- iii. *CMAA Cost Management Guidelines*
- iv. *CMAA Project Closeout Guidelines*
- v. *CMAA Quality Management Guidelines*
- vi. *CMAA Risk Management Guidelines*
- vii. *CMAA Sustainability Guidelines*
- viii. *CMAA Time Management Guidelines*

C.7.5.3 Refer to the *CMAA CM Standards of Practice, 2021*, for descriptions, abbreviations and definitions of all items appearing in this document.

C.7.5.4 The following sections are titled and organized to align with the *CMAA CM Standards of Practice, 2021* as follows:

- A. Project Management
- B. Cost Management
- C. Time Management
- D. Quality Management
- E. Contract Administration
- F. Safety Management
- G. Sustainability
- H. Technology Management
- I. Risk Management
- J. Program Management

As specified in the *CMAA CM Standards of Practice, 2021* and associated guidelines, the CMa shall provide services throughout all project phases—Pre-Design (includes project initiation and project planning), Design, Procurement, Construction, and Post-Construction (includes Furniture, Fixtures and Equipment (FF&E) installation, tenant move-in (TMI), project close out, and project transition to operations and maintenance (O&M) team)—for all project delivery types. The narrative provided in the individual sections are a companion to *CMAA CM Standards of Practice, 2021* summarized in **Attachment J.21** (CMa Contract Requirements Matrix) where specific deliverables related to each area of management are identified.

C.7.6 CMa Plan (CMaP). Per Section L.22.3, the CMa shall submit an example or executed CMaP as part of the technical proposal to be evaluated during the source selection process. Per *CMAA CM Standards of Practice, 2021* summarized in **Attachment J.21** (CMa Contract Requirements Matrix), within thirty (30) calendar days after contract award the Contractor selected shall submit a draft CMaP. Thereafter, a final CMaP within ninety (90) days after contract award, and an updated version quarterly is required. The intent is for the CMa to become acquainted and immersed with the existing DC Courts team quickly upon arrival onsite, then update

and adjust the CMaP as necessary to integrate and benefit the DC Courts as the CMa becomes more acquainted with all DC Courts team members and more actively engaged with ongoing projects.

It is assumed that the Contractor will be getting acquainted with the DC Courts team and will have a preliminary understanding of the context, therefore the CMaP elements are envisioned as a working document that will be developed and revised with DC Courts' input throughout the PMO definition phase, and then continuously updated as necessary throughout the PMO delivery and maturity phase.

The final version of the CMaP shall be fully coordinated with the PgMP (to be provided by the PgM team after contract award) that will clearly define (1) the vision, implementation strategy, scope, schedule and budget criteria for the program (2) the roles, responsibilities and authority of the program team (3) the policies, procedures and standards for the program and (4) address how the PgMP and CMaPs will be integrated program-wide.

The CMaP shall include the following, at a minimum:

- A. The Contractor's updated CM Organizational Chart w/CPFMD & DC Courts components as understood.
- B. PMO Roadmap/anticipated PMO Maturity Model (Example, **Attachment J.22**) with schedule milestones for accomplishing all items and activities identified in the PMO Maturity Model, CMA/PMO Activities Work Breakdown Structure (WBS) and the CMaP
- C. All applicable plans (CMa Strategy Alignment Plan, CMa Benefits Management Plan, CMa Stakeholder Engagement & Management Plan, CMa Governance Plan, CMa Change Management Plan, CMa Communications Management Plan, CMa Financial Management Plan, CMa Information Management Plan, CMa Procurement Management Plan, CMa Quality Assurance Management Plan, CMa Integration Management Plan, CMa Resource Management Plan, CMa Risk Management Plan, CMa Schedule Management Plan, CMa Safety Management Plan, CMa Scope Management Plan.
- D. A clearly defined vision, implementation strategy, scope, schedule and budget management criteria for high-quality project delivery.
- E. How the Contractor's formulation of an integrated PMO will provide the support, assurance and standardization required to improve project performance and resolve project-level issues.
- F. Clearly identified roles, responsibilities, and authority of the CMa team and the unique experience, skillsets, approaches and tools they will bring to the PMO.
- G. How the CMaP will be integrated with the PgMP and Project Management Plans (PMPs) provided by the CMa, and other plans anticipated from other contractors and vendors required for project delivery.

- H. The CMaP shall identify how projects and will be tracked, measured and reported to the DC Courts in a way that (1) illustrates overall project progress and health and (2) that the DC Courts' financial and strategic objectives are both being met at the project level.
- I. The CMaP shall also specify how, when, where and to whom reports will be delivered for review and acceptance or for information only (FIO).
- J. The CMaP shall identify how the Contractor will manage updates to all contents of the CMaP after the first version is accepted by the DC Courts and ensure that updates are accessible to all relevant stakeholders program-wide.
- K. The CMaP shall identify how CMa and PMO performance will be tracked, measured and reported to the DC Courts in a way that illustrates performance objectives are being met by the CMa and the PMO.

C.7.7 Project Management (PM) Services. PM services are inherent to CMa services in that the services provided by the CMa shall be sufficient to manage every aspect of each DC Courts capital and facility project from inception to completion to ensure the successful delivery of each project within scope, cost, schedule and of an acceptable level of quality, performance and safety. It is the Courts' expectation that the CMa provide services throughout all project phases, beginning with project initiation and ending only when occupancy has occurred, a project has been successfully transitioned to the Courts' O&M team and the one (1) year warranty period has expired.

It is also the Courts' expectation that PM services provided shall be fully coordinated program-wide to ensure that all capital and facility projects are managed in a similar and consistent way program-wide for maximum time and cost efficiency. This will be essential to meeting the performance objectives per **Section C.3**.

The CMa shall provide project management-related deliverables per *CMAA CM Standards of Practice, 2021* summarized in **Attachment J.21** (CMa Contract Requirements Matrix) and additional deliverables as the CMa deems necessary to justify that the contract performance objectives identified in **Section C.3** are being met.

Without exception, the CMa shall provide all necessary project management expertise, services, and tools required to meet the contract performance objectives and provide all required project management deliverables.

C.7.7.1 Industry Standards of Practice for Project Management. CMa/PM are interchangeable. CMa shall perform PM services according to industry standards of practice as identified and documented by the Project Management Institute's (PMI) suite of standards (including *A Guide to the Project Management Body of Knowledge PMBOK Guide, Seventh Edition* and *The Standard for Project*

Management) and the *CMAA CM Standards of Practice, 2021* and the most recent versions of the *CMAA Project Closeout Guidelines*.

C.7.7.2 **Tools for Project Management**

- A. *Owner-Initiated Tools*. The Courts currently utilizes Procore as a Project Management Information System (PMIS). The CMa shall continue use of the current tools, with the intent to improve upon the current partially developed processes and procedures utilized, to meet the performance objectives identified in **Section C.3**. It is the Courts' expectation that the CMa/PMO will further develop required processes and procedures; manage all user activities required to efficiently utilize the project management tools; and provide all templates, examples of good practices, training and coaching required to institutionalize industry-standard project management approaches and practices.
- B. *CMa/PMO-Initiated Tools*. Upon the initial assessment, understanding, use of all owner-initiated project management tools, the CMa shall provide (or facilitate the Courts' procurement and provision) of all project management tools the CMa deems necessary to meet the performance objectives per **Section C.3** and provide the required project management-related deliverables per *CMAA CM Standards of Practice, 2021* summarized in **Attachment J.21** (CMa Contract Requirements Matrix) deliverables. Inability of the CMa to meet the performance objectives or provide deliverables shall not be dependent upon the Courts' provision of any tools necessary for managing capital and facility projects.

C.7.8 **Project Cost Management Services**

Per the CMa/PMO's approved cost management plan (in the CMaP and PMP), the CMa and PMO shall operate with the intent to ensure the DC Courts meet its financial goals by delivering all capital and facility projects within the budgeted project cost. As such, the CMa shall be responsible for overall cost management and provision of all cost-related services—to include logging, monitoring/tracking, reviewing and reporting of the project costs through an integrated and comprehensive cost management system—to ensure projects are completed within budget.

The CMa shall provide cost-related deliverables per *CMAA CM Standards of Practice, 2021* summarized in **Attachment J.21** (CMa Contract Requirements Matrix) and additional deliverables as the CMa deems necessary to justify that the Courts' financial goals are being met, and contract performance requirements identified in **Section C.3** are being met.

- C.7.8.1 **Industry Standards of Practice for Cost Management.** The CMa/PMO shall operate with the objective to increase overall project cost-efficiency by overseeing

and enforcing/governing program-level standardization, ensuring that projects are managed in a similar, consistent way and estimating services are aligned with industry standards of practice and the most recent versions of the *CMAA Cost Management Guidelines* and the *CMAA Claims Management Guidelines*.

The CMA/PMO shall provide standardized support (in the form of training, software, standardized policies and procedures, and templates) not only to the CMA/PMO team, but to CPFMD personnel and other contractor personnel as necessary to meet the contract requirements and enforce execution of standard cost management methodologies program wide.

Without exception, the CMA/PMO shall provide all necessary cost management expertise, services, and tools required to meet the contract performance objectives and provide all required cost-related deliverables.

C.7.8.2 Tools for Cost Management.

- A. *Owner-Initiated Tools.* The Courts currently utilizes the following cost management tools: Procore and Oracle (government accessible only). The CMA shall continue use of the current tools, with the intent to improve upon the current partially developed processes and procedures utilized, to meet the performance requirements identified in **Section C.3**. It is the Courts' expectation that the CMA/PMO will further develop required processes and procedures; manage all user activities required to efficiently utilize the cost management tools; and provide all templates, examples of good practices, training and coaching required to institutionalize industry-standard cost management approaches and practices.
- B. *CMA/PMO-Initiated Tools.* Upon the initial assessment, understanding, use of all owner-initiated cost management tools, the CMA shall provide (or facilitate the Courts' procurement and provision) of all cost management tools the CMA deems necessary to meet the performance objectives per **Section C.3** and provide the required cost-related deliverables per *CMAA CM Standards of Practice, 2021* summarized in **Attachment J.21** (CMA Contract Requirements Matrix) deliverables. Inability of the CMA to meet the performance objectives or provide cost-related deliverables shall not be dependent upon the Courts' provision of any tools necessary for managing cost.

C.7.9 Project Time/Schedule Management Services

Per the CMA/PMO's approved time/schedule management plan (in the CMA/P and PMP), the CMA and PMO shall operate with the intent to ensure the DC Courts meet its financial goals by delivering all capital and facility projects according to

the planned timeline. As such, the CMa shall be responsible for overall time/schedule management and provision of all schedule-related services—to include logging, monitoring/tracking, reviewing, and reporting of the project schedules through an integrated and comprehensive schedule management system—to ensure projects are completed within the planned timelines.

The CMa shall provide time/schedule-related deliverables per *CMAA CM Standards of Practice, 2021* summarized in **Attachment J.21** (CMa Contract Requirements Matrix) and additional deliverables as the CMa deems necessary to justify that the Courts' time/schedule goals are being met, and contract performance requirements identified in **Section C.3** are being met.

The CMa/PMO shall provide standardized support (in the form of training, software, standardized policies and procedures, and templates) not only to the CMa/PMO team, but to CPFMD personnel and other contractor personnel as necessary to meet the contract requirements and enforce execution of standard schedule management methodologies program wide.

Without exception, the CMa/PMO shall provide all necessary time/schedule management expertise, services, and tools required to meet the contract performance objectives and provide all required time/schedule-related deliverables.

C.7.9.1 Industry Standards of Practice for Time/Schedule Management. The CMa/PMO shall operate with the objective to increase schedule-efficiency by overseeing and enforcing/governing project-level standardization, ensuring that project schedules are managed in a similar, consistent way and scheduling services are aligned with industry standards of practice and the most recent versions of the *CMAA Time Management Guidelines*. To meet the objective, the CMa/PMO shall provide 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.7.9.2 Tools for Time/Schedule Management.

A. *Owner-Initiated Tools.* The Courts currently utilizes the following time/schedule management tools: Procore, Manager+ , Microsoft Project. The CMa shall continue use of the current tools, with the intent to improve upon the current partially developed processes and procedures utilized, to meet the performance requirements identified in **Section C.3**. It is the Courts' expectation that the CMa/PMO will further develop required processes and procedures; manage all user activities required to efficiently utilize the time/schedule management tools; and provide all templates, examples of good

practices, training and coaching required to institutionalize industry-standard time/schedule management approaches and practices.

- B. *CMA/PMO-Initiated Tools*. Upon the initial assessment, understanding, use of all owner-initiated time/schedule management tools, the CMA shall provide (or facilitate the Courts' procurement and provision) of all time/schedule management tools the CMA deems necessary to meet the performance objectives per **Section C.3** and provide the required time/schedule-related deliverables per *CMAA CM Standards of Practice, 2021* summarized in **Attachment J.21** (CMA Contract Requirements Matrix) deliverables. Inability of the CMA to meet the performance objectives or provide time/schedule-related deliverables shall not be dependent upon the Courts' provision of any tools necessary for project time/schedule management.
- C. **CPFMD Integrated Program Schedule (CPFMD IPS) (Attachment J.18)**. The CPFMD has developed an integrated program schedule that includes program-wide activities for all major ongoing and planned capital projects that are currently funded and CPFMD is actively managing. The CPFMD IPS is used as a tool to track progress of ongoing projects against the planned and budgeted program as well as help plan and award future projects and required contractor personnel and vendors according to the budgeted elements of the DC Courts' master planning documents. While an IPS has been developed and is currently being utilized, it is not completely cost-loaded or aligned with individual project cost tracking and cost management practices. The CMA/PMO shall provide all project-level input to the PgMO required to complete the cost loading, maintain, and continuously update the CPFMD IPS.
- D. The Courts requires all schedule submissions in Primavera (P6), however, does not own software licenses. Therefore, the CMA shall own access to Primavera software to meet the contract requirements.

C.7.10

Project Quality Management

Per the CMA/PMO's approved quality management plan (QMP), in the CMA P and PMP, the CMA and PMO shall operate with the intent to ensure the DC Courts meets its quality goals by delivering all capital and facility projects according to an established quality standard. As such, the CMA shall be responsible for overall quality management and provision of all Quality Assurance (QA) services—to include logging, monitoring/tracking, reviewing and reporting of project quality through an integrated and comprehensive quality management system—to ensure projects are completed according to an established quality standard.

The CMA shall provide quality-related deliverables per *CMAA CM Standards of Practice, 2021* summarized in **Attachment J.21** (CMA Contract Requirements Matrix) and additional deliverables as the CMA deems necessary to ensure that the Courts' quality goals and objectives are being met, and that contract performance requirements identified in **Section C.3** are also being met.

The CMA/PMO shall provide standardized support (in the form of training, software, standardized policies and procedures, and templates) not only to the CMA/PMO team, but to CPFMD personnel and other contractor personnel as necessary to meet the contract requirements and enforce execution of standard quality management methodologies program wide.

Without exception, the CMA/PMO shall provide all necessary quality management expertise, services, and tools required to meet the contract performance objectives and provide all required quality-related deliverables.

- C.7.10.1 **Industry Standards of Practice for Quality Management.** The CMA/PMO shall operate with the objective to assure the quality of all capital and facility projects delivered program wide. The CMA shall oversee and enforce program-level standardization, ensuring that the quality of all capital and facility projects are managed in a similar, consistent way and quality assurance services are aligned with industry standards of practice including, but not limited to, the most recent versions of the *CMAA Quality Management Guidelines* and the most current version of ISO 9000 Quality Management Principles.

The CMA's QMP shall be consistent with or better than other government standard documents such as QMP Outline and Guide USACE (**Attachment J.23**).

C.7.10.2 **Tools for Quality Management.**

- A. *Owner-Initiated Tools.* The Courts currently utilizes Procore as a quality management tools. The CMA shall continue use of the current tools, with the intent to improve upon the current partially developed processes and procedures utilized, to meet the performance objectives identified in **Section C.3**. It is the Courts' expectation that the CMA/PMO will further develop required processes and procedures; manage all user activities required to efficiently utilize the quality management tools; and provide all templates, examples of good practices, training and coaching required to institutionalize industry-standard quality management approaches and practices.
- B. *CMA/PMO-Initiated Tools.* Upon the initial assessment, understanding, use of all owner-initiated QA management tools, the CMA shall provide (or facilitate the Courts' procurement and provision) of all QA management tools the CMA deems necessary to meet the performance objectives per **Section C.3** and provide the required QA-related deliverables per *CMAA CM Standards of*

Practice, 2021 summarized in **Attachment J.21** (CMA Contract Requirements Matrix) deliverables. Inability of the CMA to meet the performance objectives or provide QA-related deliverables shall not be dependent upon the Courts' provision of any tools necessary for project QA management.

C.7.11 Project Contract Administration

The CMA shall provide all services required to administer capital and facility project consultant and contractor contracts at DC Courts per the *CMAA CM Standards of Practice, 2021*.

The CMA shall provide personnel and/or resources possessing knowledge and experience administering all contract types and formats utilized to execute all project delivery types.

The CMA shall provide contract administration-related deliverables per *CMAA CM Standards of Practice, 2021* summarized in **Attachment J.21** (CMA Contract Requirements Matrix) and additional deliverables as the CMA deems necessary to justify that the Courts' project contracts are being administered in a way that performance objectives identified in **Section C.3** are being met.

The CMA/PMO shall provide standardized support (in the form of training, software, standardized policies and procedures, and templates) not only to the CMA/PMO team, but to CPFMD personnel and other contractor personnel as necessary to meet the contract requirements and enforce execution of standard contract administration methodologies program wide.

Without exception, the CMA/PMO shall provide all necessary contract administration expertise, services, and tools required to meet the contract performance objectives and provide all required contract administration-related deliverables.

C.7.11.1 Standards of Practice for Contract Administration. The CMA/PMO shall operate with the objective to ensure adherence to all consultant and contractor capital and facility projects delivered program wide. The CMA shall oversee and enforce program-level standardization, ensuring that the contract administration of all capital and facility projects are managed in a similar, consistent way and contract administration services are aligned with standards of practice including, but not limited to, the most recent versions of the *CMAA Contract Administration Management Guidelines*.

C.7.11.2 Tools for Contract Administration.

A. *Owner-Initiated Tools.* The Courts currently utilizes Procore as a contract administration tool. The CMA shall continue use of the current tools, with the

intent to improve upon the current partially developed processes and procedures utilized, to meet the performance requirements identified in **Section C.3**. It is the Courts' expectation that the CMa/PMO will further develop required processes and procedures; manage all user activities required to efficiently utilize the contract administration tools; and provide all templates, examples of good practices, training and coaching required to institutionalize industry-standard contract administration management approaches and practices.

- B. *CMa/PMO-Initiated Tools*. Upon the initial assessment, understanding, use of all owner-initiated contract administration tools, the CMa shall provide (or facilitate the Courts' procurement and provision) of all contract administration tools the CMa deems necessary to meet the performance objectives per **Section C.3** and provide the required contract administration-related deliverables per *CMAA CM Standards of Practice, 2021* summarized in **Attachment J.21** (CMa Contract Requirements Matrix) deliverables. Inability of the CMa to meet the performance objectives or provide contract administration-related deliverables shall not be dependent upon the Courts' provision of any tools necessary for project contract administration.

C.7.12 Project Safety Management

Per the CMa/PMO's approved safety management plan (in the CMaP and PMP), the CMa and PMO shall operate with the intent to ensure the DC Courts meet its safety goals by delivering all capital and facility projects according to an established safety standard. As such, the CMa shall be responsible for overall safety management and provision of all safety management services—to include logging, monitoring/tracking, reviewing and reporting of project safety through an integrated and comprehensive safety management system—to ensure projects are completed according to an established safety standard.

The CMa shall provide safety-related deliverables per *CMAA CM Standards of Practice, 2021* summarized in **Attachment J.21** (CMa Contract Requirements Matrix) and additional deliverables as the CMa deems necessary to justify that the Courts' safety goals are being met, and contract performance objectives identified in **Section C.3** are being met.

The CMa/PMO shall provide standardized support (in the form of training, software, standardized policies and procedures, and templates) not only to the CMa/PMO team, but to CPFMD personnel and other contractor personnel as necessary to meet the contract requirements and enforce execution of standard safety methodologies program wide.

Without exception, the CMa/PMO shall provide all necessary safety management expertise, services, and tools required to meet the contract performance objectives and provide all required safety-related deliverables.

C.7.12.1 Industry Standards of Practice for Safety Management. The CMa/PMO shall operate with the objective to ensure safety standards are met during the execution of all capital and facility projects delivered program wide. The CMa shall oversee and enforce program-level standardization by all Contractor-designated Site Safety and Health Officers (SSHO), ensuring that the Owner's safety requirements for all capital and facility projects are adhered to in a similar, consistent way by all Contractors working at DC Courts' facilities. The CMa shall ensure that safety practices on the jobsite are aligned with industry standards of practice including, but not limited to:

- A. The most recent version of the U.S. Army Corps of Engineers (USACE) EM 385-1-1 Safety and Health Requirements Manual
- B. Applicable OSHA standards

C.7.12.2 Tools for Safety Management.

- A. *Owner-Initiated Tools.* The Courts currently utilizes Procore as a safety management tool. The CMa shall continue use of the current tools, with the intent to improve upon the current partially developed processes and procedures utilized, to meet the performance objectives identified in **Section C.3**. It is the Courts' expectation that the CMa/PMO will further develop required processes and procedures; manage all user activities required to efficiently utilize the safety management tools; and provide all templates, examples of good practices, training and coaching required to institutionalize industry-standard safety management approaches and practices.
- B. *CMa/PMO-Initiated Tools.* Upon the initial assessment, understanding, use of all owner-initiated safety management tools, the CMa shall provide (or facilitate the Courts' procurement and provision) of all safety management tools the CMa deems necessary to meet the performance objectives per **Section C.3** and provide the required safety-related deliverables per *CMAA CM Standards of Practice, 2021* summarized in **Attachment J.21** (CMa Contract Requirements Matrix) deliverables. Inability of the CMa to meet the performance objectives or provide safety-related deliverables shall not be dependent upon the Courts' provision of any tools necessary for project safety management.

C.7.13 Sustainability

Per the CMa/PMO's approved sustainability management plan (in the CMaP and PMP), the CMa and PMO shall operate with the intent to ensure the DC Courts meet its sustainability goals by delivering all capital and facility projects according to an established sustainability standard. As such, the CMa shall be

responsible for overall sustainability management and provision of all services—to include logging, monitoring/tracking, reviewing, and reporting of project sustainability requirements through an integrated and comprehensive sustainability management system—to ensure projects are completed according to an established sustainability standard.

The CMa shall provide sustainability-related deliverables per *CMAA CM Standards of Practice, 2021* summarized in **Attachment J.21** (CMa Contract Requirements Matrix) and additional deliverables as the CMa deems necessary to justify that the Courts' sustainability goals are being met, and contract performance requirements identified in **Section C.3** are being met.

The CMa/PMO shall provide standardized support (in the form of training, software, standardized policies and procedures, and templates) not only to the CMa/PMO team, but to CPFMD personnel and other contractor personnel as necessary to meet the contract requirements and enforce execution of standard sustainability methodologies program wide.

Without exception, the CMa/PMO shall provide all necessary sustainability management expertise, services, and tools required to meet the contract performance objectives and provide all required sustainability-related deliverables.

C.7.13.1 Industry Standards of Practice for Sustainability. The CMa/PMO shall operate with the objective to ensure sustainability standards are met during the execution of all capital and facility projects delivered program wide. The CMa shall oversee and enforce program-level standardization, ensuring that the Owner's sustainability requirements for all capital and facility projects are adhered to in a similar, consistent way by all Contractors working at DC Courts' facilities. The CMa shall ensure that sustainability practices are aligned with industry standards of practice including, but not limited to the *CMAA Sustainability Management Guidelines* and industry-wide sustainability rating systems such as LEED and Green Globes.

C.7.13.2 Tools for Sustainability.
A. Owner-Initiated Tools. The Courts currently utilizes *Procore* to track project sustainability deliverables. The CMa shall continue use of the current tools, with the intent to improve upon the current partially developed processes and procedures utilized, to meet the performance requirements identified in **Section C.3**. It is the Courts' expectation that the CMa/PMO will further develop required processes and procedures; manage all user activities required to efficiently utilize the sustainability tools; and provide all templates,

examples of good practices, training and coaching required to institutionalize industry-standard sustainability approaches and practices.

- B. *CMA/PMO-Initiated Tools*. Upon the initial assessment, understanding, use of all owner-initiated sustainability tools, the CMA shall provide (or facilitate the Courts' procurement and provision) of all sustainability tools the CMA deems necessary to meet the performance objectives per **Section C.3** and provide the required sustainability-related deliverables per *CMAA CM Standards of Practice, 2021* summarized in **Attachment J.21** (CMA Contract Requirements Matrix) deliverables. Inability of the CMA to meet the performance objectives or provide sustainability-related deliverables shall not be dependent upon the Courts' provision of any tools necessary for project sustainability management.

C.7.14 Project Technology Management

Per the CMA/PMO's approved technology management plan (in the CMaP and PMP), the CMA and PMO shall utilize technology to provide innovative solutions, simplify tasks, and improve overall delivery of all capital and facility projects. As such, the CMA shall be responsible for overall technology management and provision of all technology-related services and thought innovation that will add value to the Owner to save time, increase predictable results, and improve performance, productivity, and collaboration.

The CMA shall provide technology-related deliverables per *CMAA CM Standards of Practice, 2021* summarized in **Attachment J.21** (CMA Contract Requirements Matrix) and additional deliverables as the CMA deems necessary to justify that technology is integrated on all capital and facility projects to complete specific project tasks in a way that improves project quality, cost, time, or risk. The CMA shall utilize technology to facilitate the communication of project status, health, and to justify that contract performance requirements identified in **Section C.3** are being met.

The CMA/PMO shall provide standardized support (in the form of training, software, standardized policies and procedures, and templates) not only to the CMA/PMO team, but to CPFMD personnel and other contractor personnel as necessary to meet the contract requirements and enforce use of standard technology methodologies and platforms program wide.

Without exception, the CMA/PMO shall provide all necessary technology management expertise, services, and tools required to meet the contract performance objectives and provide all required technology-related deliverables.

- C.7.14.1 **Standards of Practice for Technology Management.** The CMA/PMO shall operate with the objective to maximize the use of technology to improve project

delivery and advise the owner on all matters of technology related to project delivery. The CMA/PMO shall oversee and enforce project-level standardization of technology use, ensuring that technology services are aligned with industry standards of practice and the most recent versions of the *CMAA CM Standards of Practice, 2021*.

C.7.14.2 **Tools for Technology Management.**

A. *Owner-Initiated Tools.* The DC Courts' and its consultants utilize multiple forms of technology not only to deliver capital and facility projects, but to transition projects into the warranty period and operations and maintenance phase in a project life cycle. Currently, the various technology systems are being utilized inconsistently and by different users and user groups. In addition, none of the technology systems are being used in a standard way among users, none of them are being utilized to their full potential, and none of the systems are integrated. The technologies currently utilized are:

- i. *Procore.* The DC Courts own licensure for select modules that are utilized for project/construction management. A separate financial module was purchased to utilize for program level roll up of project financials, however, has not been integrated with project financial information house in *Procore*.
Though *Procore* is not utilized to its full potential, it is the technology most utilized by the owner and will continue to be utilized throughout the contract period.
The CMA shall provide personnel with the expertise to functionally utilize the full suite of *Procore* modules on day-one, or without requiring training to meet the requirements of the contract upon issuance of NTP.
In addition, it is the DC Courts expectation that the CMA/PMO will sufficiently on-board or provide *Procore* training to any new members added to the CMA team throughout the duration of the contract as well as facilitate use of the software by the Courts team or Courts vendors on the project. This is to ensure that members of the CMA team can utilize the *Procore* technology as required to meet the contract performance requirements.
- ii. *Oracle.* The DC Courts utilizes an Oracle based platform as their financial management system. As the technology is reserved for Government personnel only, all project financial inputs and outputs must be manually reconciled between Oracle and *Procore*. Oracle technology is not integrated with any technologies being utilized by owner consultants and contractors.

- iii. **Manager Plus.** The DC Courts owns licensure and has invested in the input of all facility fixed assets and facility maintenance work orders into this management software. The technology is utilized exclusively by the facilities management team and is not integrated with Procore or any other technology being utilized by the DC Courts.
 - iv. **FM Systems.** Though the DC Courts does not currently utilize or hold licensure for any technology system to house digital as-built documentation for their facilities, architectural line drawings of facilities in the Judiciary Square campus are generally maintained by a planning consultant. The software is owned by the planning consultant and is not integrated with other technologies owned or managed by the DC Courts.
 - v. **Primavera & Microsoft Project.** The DC Courts requires the delivery of schedule submissions via Primavera, however, does not own licensure or have in-house expertise for neither Primavera nor Microsoft Project. It is essential the CMA own licensure.
- B. The CMA shall continue use of the current technology tools listed above, with the intent to improve upon the current partially developed processes and procedures utilized, to meet the performance objectives identified in **Section C.3**. It is the Courts' expectation that the CMA/PMO will further develop required processes and procedures; manage all user activities required to efficiently utilize all technology systems listed above; and provide all templates, examples of good practices, training and coaching required to institutionalize industry-standard technology management approaches and practices.
- C. *CMA/PMO-Initiated Tools.* Upon the initial assessment, understanding, use of all owner-initiated technology management tools, the CMA shall provide (or facilitate the Courts' procurement and provision of) all technology management tools the CMA deems necessary to meet the performance objectives per **Section C.3** and provide the required technology-related deliverables per *CMAA CM Standards of Practice, 2021* summarized in **Attachment J.21** (CMA Contract Requirements Matrix) deliverables. Inability of the CMA to meet the performance objectives or provide technology-related deliverables shall not be dependent upon the Courts' provision of any tools necessary for project technology management.
- D. A couple of additional things to note related to project technology management:
 - i. **Project Document Control Standard.** The DC Courts has not fully developed, standardized, or enforced any document controls at the project level. The CMA shall provide all services necessary to assist and

collaborate with the PgM team to establish, maintain and ensure compliance with a project document control standard.

The CMA/PMO shall provide sufficient services to complete, at a minimum, the following tasks related to a project document control standard:

- a. Assist PgMO to develop a project document control standard.
 - b. Ensure CMA team members are receiving tutorials/instructional sessions on how to create, file, deliver and retrieve files, etc. in a manner that is consistent with the accepted document control standard.
 - c. Ensure compliance with the document control standard on all capital and facility projects administered and managed by the CMA.
 - d. Ensure that the requirement to comply with the project document control standard is incorporated into all capital and facility projects solicited by the DC Courts.
- ii. Electronic Data Standard. The DC Courts has not fully developed, standardized, or enforced an electronic data standard at the project level. The CMA shall provide all services necessary to work with the PgM to establish, maintain and ensure compliance with an electronic data standard.

C.7.15 Project Risk Management

Per the CMA/PMO's approved risk management plan (in the CMA P and PMPs), the CMA and PMO shall operate with the intent to ensure the DC Courts meet its goals by delivering all capital and facility projects with the least amount of risk to the owner. As such, the CMA shall be responsible for overall risk management and provision of all risk management services—to include logging, monitoring/tracking, reviewing and reporting of project risk through an integrated and comprehensive risk management system—to ensure projects are delivered with the least amount of risk to the owner.

The CMA shall provide risk-related deliverables per *CMAA CM Standards of Practice, 2021* summarized in **Attachment J.21** (CMA Contract Requirements Matrix) and additional deliverables as the CMA deems necessary to justify that the Courts' goals are being met, and contract performance objectives identified in **Section C.3** are being met.

The CMA/PMO shall provide standardized support (in the form of training, software, standardized policies and procedures, and templates) not only to the CMA/PMO team, but to CPFMD personnel and other contractor personnel as

necessary to meet the contract requirements and enforce execution of standard risk mitigation methodologies program wide.

Without exception, the CMA/PMO shall provide all necessary risk management expertise, services, and tools required to meet the contract performance objectives and provide all required risk-related deliverables.

C.7.15.1 Standards of Practice for Risk Management. The CMA/PMO shall operate with the objective to ensure the delivery of all capital and facility projects with the least amount of risk to the owner. The CMA shall oversee and enforce standardization of risk mitigation processes and procedures, ensuring that the delivery of all capital and facility projects are delivered with the least amount of risk to the owner, and in a consistent way by all Contractors working at DC Courts' facilities. The CMA shall ensure that risk management processes and procedures are aligned with industry standards of practice including, but not limited to the most recent versions of the *CMAA Risk Management Guidelines*, the most current version of International Organization of Standardization (ISO) 31000 Risk Management Guidelines, American National Standards Institute (ANSI), and American Society of Safety Professionals (ASSP) risk management standards.

C.7.15.2 Tools for Risk Management.

A. *Owner-Initiated Tools.* The Courts currently utilizes Procore as a risk management tool. The CMA shall continue use of the current tool, with the intent to improve upon the current partially developed processes and procedures utilized, to meet the performance objectives identified in **Section C.3**. It is the Courts' expectation that the CMA/PMO will assist the PgM team in the further development of required processes and procedures; manage all user activities required to efficiently utilize the risk management tools; and provide all templates, examples of good practices, training and coaching required to institutionalize standard risk management approaches and practices.

B. *CMA/PMO-Initiated Tools.* Upon the initial assessment, understanding, use of all owner-initiated risk management tools, the CMA shall provide (or facilitate the Courts' procurement and provision) of all risk management tools the CMA deems necessary to meet the performance objectives per **Section C.3** and provide the required risk-related deliverables per *CMAA CM Standards of Practice, 2021* summarized in **Attachment J.21** (CMA Contract Requirements Matrix) deliverables. Inability of the CMA to meet the performance objectives or provide risk-related deliverables shall not be dependent upon the Courts' provision of any tools necessary for project risk management.

C.7.17 Program Management (PgM) Services

Upon award of the CMA contract, the DC Courts will have a new PgM team onsite. Though the PgM team has the responsibility for managing the DC Courts' capital project and facility management program in its entirety, the Contractor will be responsible for ensuring that the CMA team/PMO is operating in a way that is aligned with the owner's strategies, standardized across all projects program wide, and governed in a way that ensures program wide benefits. The CMA/PMO and the PgM shall operate an integrated team with the goal of providing the DC Courts the most benefit.

The CMA shall provide deliverables summarized in **Attachment J.21** (CMA Contract Requirements Matrix) and additional deliverables deemed necessary to justify that the Courts' goals are being met, and contract performance requirements identified in **Section C.3** are being met.

Without exception, the CMA shall provide all necessary project management expertise, services, and tools required to meet the contract performance objectives and provide all required deliverables.

C.7.17.1 CMA Strategy Alignment. As the Contractor will be responsible for formulating a PMO while simultaneously facilitating delivery of the project work, it is essential that the CMA team understand and operate with the intent to align with the PgMO team fulfill the Courts' strategic plan.

The Contractor, as detailed in the accepted CMA Strategy Alignment Plan, shall provide all services required to administer and manage the construction of all projects program-wide consistently and according to the PMO 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.

C.7.17.2 CMA Benefits Management. The Contractor shall manage their CMA team and the PMO with the intent to provide the Courts with measurable and transferrable benefits, some beyond the life of the PMO. The Contractor shall work closely with the Courts to ensure that the Courts has a clear understanding of how the benefits will be delivered and transitioned by the PMO and sustained by the Courts after transition, as documented in the CMP Benefits Management Plan. The Contractor shall not only provide benefits but shall support the Courts to identify and train personnel and procure tools required to sustain the benefit(s) when transitioned.

C.7.17.3 CMA Governance. In partnership with the DC Courts, the Contractor shall govern the CMA team and the PMO (as the Contractor details in the accepted

CMA Governance Plan) to ensure that project delivery is focused on consistently achieving program objectives/goals, addressing program risks and fulfilling the expectations of relevant stakeholders.

- C.7.17.4 **CMA Stakeholder Engagement.** The Contractor shall actively engage with all PMO stakeholders (as the Contractor details in the accepted CMA_P Stakeholder Engagement Plan) to capture and manage stakeholder expectations, gain and maintain stakeholder support and mitigate stakeholder opposition related to the establishment of the PMO with the intent of meeting the Courts' objectives.

The Contractor selected shall present and submit a *draft* Stakeholder Register for review within the CMA_P, per *CMAA CM Standards of Practice, 2021* and summarized in **Attachment J.21**, CM Contract Requirements Matrix. The intent is that the Contractor get sufficiently acquainted with the PMO stakeholders upon their arrival at Courts and quickly understand the environment before delivery of the draft CMA_P.

The CMA team shall manage the process for Outages across all of the CPFMD projects; coordinating the review and approval through key stakeholders.

- C.7.17.5 **Standards of Practice for Program Management.** The PgM contractor will manage the DC Courts program according to industry standards of practice as identified and documented by the Project Management Institute's (PMI) suite of standards. Note that the sections above are sequenced to align with the Program Management Performance Domains as detailed in *The Standard for Program Management, 4th Edition*.

- C.7.17.6 **Tools for Project and Program Management**

- A. *Owner-Initiated Tools.* The Courts currently utilizes Procore as a Program Management Tool. The Courts expectation is to continue use of the current tools, with the intent to improve upon the current partially developed processes and procedures utilized, to meet the performance objectives identified in **Section C.3**. It is the Courts' expectation that the CMA/PMO and PgM teams will further develop required processes and procedures; manage all user activities required to efficiently utilize the project management tools; and provide all templates, examples of good practices, training and coaching required to institutionalize industry-standard program management approaches and practices.
- B. *CMA/PMO-Initiated Tools.* Upon the initial assessment, understanding, use of all owner-initiated project and program management tools, the CMA shall provide (or facilitate the Courts' procurement and provision) of all project and program management tools the CMA deems necessary to meet the performance objectives per **Section C.3** and provide the required project

management-related deliverables per *CMAA CM Standards of Practice, 2021* summarized in **Attachment J.21** (CMa Contract Requirements Matrix) deliverables. Inability of the CMa to meet the performance objectives or provide deliverables shall not be dependent upon the Courts' provision of any tools necessary for managing capital and facility projects.

C.8 REQUIRED DELIVERABLES

Per *CMAA CM Standards of Practice, 2021* and summarized in **Attachment J.21**, CM Contract Requirements Matrix.

C.9 REQUIRED MEETINGS & PRESENTATIONS

Per *CMAA CM Standards of Practice, 2021* and summarized in **Attachment J.21**, CM Contract Requirements Matrix.

[END OF SECTION C]

SECTION D - PACKAGING AND MARKING
(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.

At a minimum, the CMa shall maintain **Attachment J.21** (CM Contract Requirements Matrix) in the format and with the provided content, for review with the DC Courts no less than once per month. The CMa shall improve upon the format or digital means of tracking all contract performance requirements, but at no time shall the CMa discontinue use of a consolidated, comprehensive means of tracking all contract performance requirements with and accessible by DC Courts.

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 – TERM/ DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract will be two (2) years from date of award with three (3), one (1) year options. The contract will be effective from the date of award through the end of the base period and any options exercised.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The Courts may extend the term of this contract for a period of one (1) year per option, up to three (3) times, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Courts will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Courts to an extension. The exercise of this option is subject to Contractor performance and the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years from the date of award

F.3 DELIVERABLES

F.3.1 All deliverables shall be in a form and manner acceptable to the DC Courts. The Contractor shall furnish office supplies, materials, equipment, and employees required to meet and perform the requirements of this Contract.

F.3.2 The CMA shall provide all services to meet the contract performance objectives detailed in **Section C**. The deliverables per *CMAA CM Standards of Practice, 2021* and summarized in **Attachment J.21** (CMA Contract Requirements Matrix) are the deliverables that the DC Courts deem essential to meeting contract performance requirements. The CMA shall provide any additional deliverables they deem necessary to successfully manage all capital and facility projects program wide, and to justify that the contract performance requirements are being met.

F.3.3 The deliverables defined in this RFP and summarized in **Attachment J.21** (CMA Contract Requirements Matrix) are the most notable deliverables that the DC Courts deem essential to meeting the DC Courts' objectives. The CMA shall provide any additional deliverables they deem necessary for successful delivery of all the DC Courts'

capital and facility construction projects on time, within cost, within scope, and to an acceptable level of quality and safety.

- F.3.4 The CMA shall utilize and maintain an updated version of **Attachment J.21** (CMA Contract Requirements Matrix) as a mechanism for tracking the provision of deliverables (and required services) per the contract. It shall be the sole responsibility of the CMA to maintain an updated version of **Attachment J.21** (CMA Contract Requirements Matrix) or provide a tracking tool that is equal to or better than for the purpose of tracking contract deliverables.
- F.3.5 The CMA shall schedule and lead one (1) meeting, monthly and throughout the duration of the POP, to review contract deliverables as documented in **Attachment J.21** (CMA Contract Requirements Matrix). At a minimum, the CMA shall provide and review an updated **Attachment J.21** (CMA Contract Requirements Matrix) at each meeting.
- F.3.6 With all deliverables, the CMA shall reference all standard practices, guidelines, and resources relevant to the deliverable to ensure that the CMA is providing all required services per the most recent industry standards.
- F.3.7 The Contractor shall provide (and file in shared PMIS) the Courts' COTR with one (1) electronic native file format copy and one (1) electronic pdf format of each initial deliverable listed on or before the designated due dates identified in **Attachment J.21**, CM Contract Requirements Matrix. The Contractor shall maintain an updated version of all deliverables accessible to the DC Courts via the PMIS.
- F.3.8 The Contractor shall provide access (via shared PMIS) to full suite of all standards documents, modules, and templates relevant to performing services to meet contract performance requirements.
- F.3.9 CMA Team Organizational Chart. The Contractor selected shall submit a draft CMA Team Organizational Chart for review by the DC Courts within thirty (30) calendar days of contract award. It is expected that the initial organizational chart will include members of the Contractor's CMA team and, as the PMO is defined, it becomes the basis for developing a PMO organizational chart that will include Court personnel and vendors who are integrated team members of the PMO.

The Contractor shall maintain an updated version of the organizational chart accessible to the DC Courts via the MIS. At a minimum, updated versions shall be provided to the Courts quarterly and shall include any personnel or position changes or additions.
- F.3.10 CMA Plan (CMAp). The Contractor selected shall present and submit a *draft* written CM Plan (CMP) for review by the Courts within thirty (30) calendar days of contract award. (See C.7.6 for its content)

F.4 CONTRACTOR REQUIREMENTS

The Contractor shall have the following demonstrable expertise:

- 1) A Firm with extensive experience providing agency CM services and operating as part of integrated PgM/CM teams.
- 2) Experience providing CM services for \$100,000,000 plus per year design and construction programs.
- 3) Experience developing acquisition strategies and preparing a range of RFP types related to facility planning, design, renovation, construction, and maintenance.

The Contractor shall have the following demonstrable experience providing the following services:

1. CMa services per the *CMAA CM Standards of Practice, 2021* and all other relevant industry standards of practice for required services.
2. CMa services to a government agency.
3. Successfully establishing PMOs in an integrated team environment (or similar).
4. CMa services for \$50 million (or greater) per year capital project and operations and maintenance programs.
5. QA services for \$50 million (or greater) per year capital project and operations and maintenance programs.
6. QA services integrated as part of a project team with a PgM and/or CMa team.
7. CMa services for a range of project delivery types including, but not limited to, renovation or restoration of existing buildings, new construction, facility maintenance.
8. CMa services for Design-Build projects exceeding \$25 million in cost.
9. QA services for Design-Build projects exceeding \$25 million in cost.
10. CMa services throughout all phases of a project—Pre-Design, Design, Procurement, Construction, Post-Construction.

The Contractor shall provide required services to meet the requirements detailed in the RFP. The Contractor shall provide any additional services and deliverables they deem necessary to successfully manage the program and to justify that the Courts objectives and the contract requirements are being met.

F.5 STANDARD OF PERFORMANCE

The CMa shall provide a high standard of professional service. The Contractor shall track their provision of CMa services and deliverables per the contract and shall report to the DC Courts as per F.3.5. The CMA's performance shall be measured by the quality of outputs provided and presented to the DC Courts to justify that the contract performance requirements are being met. The CMa shall ensure that project deliverable and

documentation reviews are occurring within the contractual timeframes as specified within the contracts that the CMa is managing on behalf of the Courts.

The below table includes minimum turnaround times for the below project deliverables that the CMa shall adhere to:

Deliverable	Time frame (calendar days)
Development of IGE/ICE	14
Review of TIAs/Fragnets/Monthly Schedules	14
Invoice Review (Draft and Final)	5
Quality Inspections: Noted deficiencies or punch list items sent to contractor	72 hours
Daily Reports	24 hours
Development of a Modification Package	14
Response to Letters	7

F.5.1 KEY PERSONNEL

The positions listed are designated as Key Personnel and should be included in the CMa's proposed team. The DC Courts anticipate that the expertise of the key personnel identified are essential to meeting the contract performance requirements. The CMa is ultimately responsible for meeting the contract performance requirements, therefore, this list shall not be considered prescriptive. Should the CMa determine that personnel possessing different expertise would benefit the DC Courts, then the DC Courts will consider the CMa's proposed personnel with sufficient justification for any deviations.

F.5.1.1 Titles. The titles of key personnel listed below are also not meant to be prescriptive. The CMa shall propose alternate titles for key personnel if the CMa deems the expertise and qualifications are sufficient to meet the contract performance requirements. The CMa may also propose additional titles, as deemed beneficial to the DC Courts and/or essential to meeting the contract performance requirements.

F.5.2 Categories. Key personnel are categorized as three (3) types:

- A. Full Time Equivalent (FTE). Personnel are expected to be committed to the DC Courts contract 100% of the time. Working on any other (non DC-Courts) contract is not permitted.
- B. Dual role permissible. Personnel may serve no more than two (2) key personnel roles at any percentage per role the CMa deems necessary. The CMa is not required to percentages per role in their technical proposal. DC Courts may accept key personnel who have the expertise to serve dual roles contingent upon

submission of dual role justification and resumes that prove expertise and experience that meet the minimum qualifications for both roles (for example: Mechanical/Plumbing QA).

- C. STTA (Short Term Technical Assistance) Less than FTE or “as needed” permissible. Personnel may provide services any percentage less than FTE or “as needed” to meet the contract performance requirements. The roles have this designation because the DC Courts anticipate that the workload in these areas may not be extensive enough to warrant a FTE or may not be a role that the CMA is able to fill as a dual hat position. For example, A Civil QA may be too specialized to serve any other role, and the DC Courts does not anticipate a heavy need for a Civil QA, therefore the Civil QA may visit the site only when needed on a particular project.

F.5.3 Personnel Count. Considering the three (3) categories described above, the CMA shall propose a minimum of twelve (12) personnel who have the expertise to serve the eighteen (18) roles identified below. No maximum personnel count is imposed. The CMA shall propose the number of personnel anticipated to meet the contract performance requirements. The CMA may also propose multiple personnel having the same titles, should they choose (for example: 3 PMs, 2 CMs, or 2 APMs).

CMA Team Lead

CMA Team Certified Cost Estimator/Analyst (CCEA)

CMA Team Scheduler (dual role permissible, less than FTE or “as needed” permissible)

CMA Team Project Controller (dual role permissible, less than FTE or “as needed” permissible)

CMA Team Project Safety Manager (dual role permissible)

Project Management Office (PMO) Integrator (dual role permissible)

Project Manager (dual role permissible)

Project Construction Manager (dual role permissible)

QA Superintendent (dual role permissible)

QA Inspectors:

- Architectural (dual role permissible)
- Mechanical (dual role permissible)
- Electrical (dual role permissible)
- Plumbing (dual role permissible, less than FTE or “as needed” permissible)
- Structural (dual role permissible, less than FTE or “as needed” permissible)

- Civil (dual role permissible, less than FTE or “as needed” permissible)
- IT/AV/Communications (dual role permissible, less than FTE or “as needed” permissible)
- Security (dual role permissible, less than FTE or “as needed” permissible)
- Life Safety/Fire Protection (dual role permissible, less than FTE or “as needed” permissible)

F.5.4 Changes to Key Personnel. The personnel specified above are deemed essential to the work being performed hereunder. During the first three hundred and sixty-five (365) calendar days of performance, the Contractor shall make no substitutions of key personnel unless illness, death, or termination of employment necessitates the substitution; or unless the CMa can justify that the substitution will benefit the DC Courts and receives approval from the CO in advance of the substitution. Should any of these events occur, the Contractor shall notify the CO and the COTR as soon as possible after the event and meet the requirements specified below regarding substitutions. After the three hundred and sixty-five (365) 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.5.5 Minimum Qualifications for Key Personnel

The key personnel are expected to fulfill the following responsibilities, meet the minimum qualifications and/or possess credentials as specified in the sections below.

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. Proposed team members with Owner’s Agent experience or having served in an agency role is preferred. Proposed team members with experience performing work related to design-build project delivery is preferred.

F.5.5.1 CMa Team Lead

Minimum Experience: The Contractor shall propose a candidate with extensive experience managing construction projects in an agency role and as part of an integrated

PgM/CMa team to complete large government projects with at least fifteen (15) years of that experience managing programs (preferably courts or court-related programs) with budgets exceeding \$50 million annually.

The proposed candidate shall demonstrate the following:

- i. Knowledge of and experience providing CMa services per the *CMAA CM Standards of Practice, 2021* and all other standards relevant to required services.
- ii. Experience collaborating with peers and government agencies or commercial clients to develop, implement, track and report construction management plans (CMPs), project scopes, project budgets and project schedules.
- iii. Experience establishing and maturing PMOs and/or establishing standard construction management processes, procedures and personnel responsibilities and effectively mobilizing and managing CM teams.
- iv. Experience implementing comprehensive project controls to manage time, cost, scope, quality and safety.
- v. Experience proactively managing all phases of construction projects—pre-design/planning, design, procurement, construction, commissioning, and post-construction—to successfully deliver projects.
- vi. Experience working with industry professionals and agencies to ensure compliance with strategic plans, campus master plans, facility master plans, master facility plans, or other master plan documents for implementation.
- 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 program-related decisions or solving project-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 health of the project 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:

- x. CCM® or PgMP® or PMP® professional credential *required*
- xi. LEED AP® BD+C professional credential *preferred*

F.5.5.2 CMa Team Certified Cost Estimator/Analyst (CCEA®)

Minimum Experience: The Contractor shall propose candidate with at least ten (10) years of experience as cost estimator on commercial and/or government new construction and renovation in programs (preferably courts or court-related programs).

The proposed candidate shall demonstrate the following:

- i. International Cost estimating & Analysis Association (ICCEA®) professional credential or similar credential or years of experience.
- ii. A strong knowledge of current construction industry practices and current digital tools utilized for construction cost data analysis (such as RSMeans Data).
- iii. Past experience developing Independent Government Estimates (IGEs) or Independent Cost Estimates (ICEs) for government new construction and renovation programs.
- iv. Past experience developing architectural drawing estimates and Rough Order of Magnitude (ROM) project calculations for budget planning purposes.
- v. Past experience reviewing renovation and new construction change order estimates and validating costs to support owner negotiations.
- vi. Knowledge of and experience providing CMa services per the *CMAA CM Standards of Practice, 2021* and *CMAA Cost Management Guidelines*.

Required and preferred credentials are as follows:

- vii. CCEA® professional credential (or equivalent) *preferred*
- viii. CCM® or PgMP® or PMP® professional credential *preferred*

F.5.5.3 CMa Team Scheduler

Minimum Experience: The Contractor shall propose candidate with at least twelve (12) years of experience as scheduler on commercial and/or government new construction and renovation programs. The candidate shall be proficient with scheduling software (P3, Microsoft Office) & manipulating to produce graphic illustrations of data.

The proposed candidate shall demonstrate the following:

- i. Knowledge of and experience providing CMa services per the *CMAA CM Standards of Practice, 2021* and *CMAA Time Management Guidelines*.
- ii. Sufficient knowledge of owner activities, throughout all project phases, required to deliver construction projects to efficiently develop schedule logic.

- iii. Experience with claim and schedule analysis (including review of fragnets, TIAs, etc.)

Required and preferred credentials are as follows:

- i. Association for the Advancement of Cost Engineering (AACE) Planning & Scheduling Professional (PSP) credential (or equivalent) *preferred*
- ii. PMI Project Scheduling Professional (PMI-SP®) credential *preferred*.
- iii. CCM® or PMP® professional credential *preferred*

F.5.5.4 CMa Team Project Controller

Minimum Experience: The Contractor shall propose candidate with at least twelve (12) years of experience related to project controls on commercial and/or government new construction and renovation programs/projects.

The proposed candidate shall demonstrate the following:

- i. Knowledge of and experience providing CMa services per the *CMAA CM Standards of Practice, 2021*, *CMAA Risk Management Guidelines*, and *CMAA Claims Management Guidelines*.
- ii. A strong knowledge of current construction industry practices and current digital tools utilized by owners for controlling project scope, schedule, and budgets.
- iii. The ability to assemble and analyze data to develop clear arguments key to making scope, schedule and budget control-related decisions.
- iv. All computer skills and functional knowledge of computer programs/tools necessary to assemble presentations that clearly and efficiently communicate control-related data analyses to facilitate executive level decision making.

Required and preferred credentials are as follows:

- v. CPCP™ Certified Project Control Professional™ (or equivalent) *preferred*
- vi. CCM® or PMP® professional credential *preferred*

F.5.5.5 CMa Project Safety Manager

Minimum Experience: The Contractor shall propose candidate with five (5) years of experience in safety management on commercial and/or government new construction and renovation in programs/projects.

The proposed candidate shall demonstrate the following:

- i. Knowledge of and experience providing CMa services per the *CMAA CM Standards of Practice, 2021* and *CMAA Risk Management Guidelines*.

- ii. A strong knowledge of current construction industry practices and current digital tools utilized by owners for managing safety.
- iii. Knowledge of OSHA, local safety laws, and other regulatory agency safety requirements.
- iv. All computer skills and functional knowledge of computer programs/tools necessary to assemble presentations that clearly and efficiently communicate safety-related data analyses to facilitate executive level decision making.
- v. CPR/First Aid Certified.
- vi. A good eye for safety and the ability to pay attention to details.
- vii. A comprehensive understanding of the risk assessment process.
- viii. Strong knowledge of project controls related to safety.
- ix. Capacity to identify situations requiring improvement in safety.

Minimum Education: Degree in occupational health and safety or sufficient experience and professional credentials in related field.

Required and preferred credentials are as follows:

- vii. CCM® or PMP® professional credential *preferred*.
- viii. Health/safety management certification from any of the following certifying boards *required*.
 - NASP/IASP, Inc. Certification Board
 - Board of Certified Safety Professionals (BCSP)
 - Institute of Hazardous Materials Management IHMM's Certified Safety and Health Manager (CSHM™)
 - OSHA 30- Hour Construction Safety and Health

F.5.5.6 Project Management Office (PMO) Integrator

Minimum Experience: This role will be a leadership role, designated specifically to serve as the lead for establishing and maturing the PMO. The PMO Integrator will lead all activities related to the PMO in the development of the deliverables, processes, procedures, templates, etc.,. The PMO Integrator will work closely with the PgM team to: develop and refine the PMO Roadmap/anticipated PMO Maturity Model; provide PMO outputs to the PgM team; ensuring that the established PMO aligns with the PgM Plan and is integrated into the PgMO as both mature over an established maturity timeline.

The Contractor shall propose a candidate with experience managing capital and facility projects in an agency role and as part of a PMO team to complete large government projects with budgets exceeding \$50 million annually.

The proposed candidate shall demonstrate the following:

- i. Knowledge of and experience providing CMa services per the *CMAA CM Standards of Practice, 2021*, and *CMAA Risk Management Guidelines* (and all documents referenced therein).
- ii. Experience effectively establishing and maturing PMOs and/or establishing standard project management processes, procedures, and personnel responsibilities to mobilize and manage PMO teams.
- iii. Knowledge of and experience providing services per Project Management Institute's (PMI) suite of including *A Guide to the Project Management Body of Knowledge PMBOK Guide, Seventh Edition* and *The Standard for Project Management* (and all documents referenced therein).
- iv. Experience proactively managing all phases of construction projects—pre-design/planning, design, procurement, construction, commissioning, and post-construction—to successfully deliver projects.
- v. The ability and experience to interact with all levels of client management structure.
- vi. The ability to express ideas clearly and solve complex problems related to the management of capital and facility projects within commercial and/or government buildings.
- vii. The ability to assemble and analyze data to develop clear arguments key to making project-related decisions or solving project-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 PMO-related functions.

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

Required and preferred credentials are as follows:

- i. CCM®, PgMP® or PMP® professional credential *required*
- ii. LEED AP® BD+C professional credential *preferred*

F.5.5.7 Project Manager

Minimum Experience: The Contractor shall propose a candidate with at least fifteen (15) years of experience 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 million annually.

The proposed candidate shall have the following:

- i. Experience collaborating with peers and government agencies or commercial clients to develop, implement, track adherence to and report construction management plans (CMPs), project scopes, project budgets and project schedules.
- ii. Experience collaborating with peers and government agencies or commercial clients to develop Project Management Plans (PMPs) for commercial and/or government new construction and renovation in projects.
- iii. Experience collaborating with peers and government agencies or commercial clients to develop a range of Request for Proposal (RFP) types for capital and facility projects.
- iv. Experience implementing comprehensive project controls to manage time, cost, scope, quality and safety.
- v. Experience proactively managing activities during all phases of the project capital and facility projects—pre-design/planning, design, procurement, construction, commissioning, and post- construction—to successfully deliver projects.
- vi. Experience managing pre-design and design activities for all project delivery types.
- vii. 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.
- viii. Experience administering and managing construction projects according to industry standard processes and procedures and consistent with *CMAA's Construction Management Standards of Practice*.
- ix. The ability and experience to interact with upper levels of client management structure, express ideas clearly and solve complex problems related to design, renovation and construction of commercial and government buildings.
- x. The ability to assemble and analyze data to develop clear arguments key to making project-related decisions or solving project-related problems and expressing those arguments, in writing and presentation format, clearly and persuasively.
- xi. Functional knowledge of Manager Plus (or similar) fixed asset management platforms.
- xii. Functional knowledge of Primavera P6 to effectively and efficiently manage project portfolios.

- xiii. All computer skills and functional knowledge of computer programs necessary to assemble presentations that clearly and efficiently communicate health of project scopes, schedules and budgets upon request and with short notice.
- xiv. 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 project processes and procedures.

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

- xv. PMP® or CCM® credential *preferred*.
- xvi. AICP®, PgMP®, LEED Green Associate or LEED AP® BD+C professional credentials *preferred*.

F.5.5.8 Project Construction Manager (dual role permissible)

Minimum Experience: The Contractor shall propose a candidate with at least seven (7) 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 million annually.

The proposed candidate shall have the following:

- i. A strong knowledge of current construction industry practices, current digital tools utilized for construction, the technical aspects of commercial and/or government new construction, and renovation and current building and construction standards and codes.
- ii. Experience administering and managing construction projects according to industry standard processes and procedures and consistent with *CMAA's Construction Management Standards of Practice*.
- iii. Experience collaborating with peers and government agencies or commercial clients to develop, implement, track adherence to and report construction management plans (CMPs), project scopes, project budgets and project schedules.
- iv. A strong knowledge of permitting construction in the District of Columbia.

- v. 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.
- vi. 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.
- vii. 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.
- viii. Functional knowledge of Primavera P6 to effectively and efficiently manage project portfolios.
- ix. All computer skills and functional knowledge of computer programs necessary to assemble presentations that clearly and efficiently communicate health of all ongoing construction projects upon request and with short notice.

Minimum Education: Degree in construction management, design or engineering-related field or at least seven (7) years of experience and professional credentials in the commercial or government building industry.

Required and preferred credentials are as follows:

- iii. CCM® professional credential *preferred*.
- iv. PMP® and LEED AP® BD+C professional credentials *preferred*.

F.5.5.9 Project QA Superintendent (QAS)

Minimum Experience: The Contractor shall propose a candidate with at least ten (10) years of experience assuring quality of commercial and/or government new construction and renovation in programs varying in scale and complexity, with capital budgets exceeding \$25 million annually.

The CMA's QA team shall serve as the owner's field marshals and serve as the eyes and ears monitoring on-site construction contractor's daily construction activities at DC Courts facilities. The QA team shall have an in-depth knowledge of construction practices, workmanship and applicable industry codes/regulations.

The QAS is the CMA's team lead quality assurance representative designated as the key on-site representative of the CMA's QA team. The QAS is responsible for managing the QA

team and ensuring the delivery of all day-to-day quality management and inspection oversight services per the *CMAA CM Standards of Practice, 2021*, and *CMAA Quality Management Guidelines* (and all documents referenced therein).

The QAS will lead the team in recommending approvals or rejections of materials and workmanship as appropriate; monitor labor and safety requirements (assist in reviewing certified payrolls, perform labor standard interviews to determine that labor force is being paid prescribed wage rates; notify the general contractor and the DC Courts' team orally and in writing when unsafe working conditions are observed); complete written inspection reports for every inspection; process field reports through the CM ; maintain inspection logs and records of defects and/or omissions; and similar activities.

- Monitor and inspect day-to-day construction activities.
- Interpret construction documents, codes and technical submissions to verify conformance with contract and regulatory requirements.
- Verify conformance of materials and equipment with approved shop drawings/submittals.
- Coordinate construction activities with security and building operations departments, including but not limited to access for contractors, OGC vendors, etc. in the completion of work under CPFMD projects
- Assist QM and QAs document and resolution of field issues.
- Maintain awareness of clarifications and changes affecting work in progress
- Oversee specialized testing and inspections.
- Prepare daily observation/inspection reports and maintain accurate records of tests and inspections.
- Monitor work performance and document variations from established schedules.
- Assist in the evaluation of change order proposals.
- Assist in the evaluation of contractor payment requisitions.
- Monitor contractor work practices for conformance with site safety requirements.

The Superintendent or Superintendents apply the company's standards and the customer's requirements hands-on to the project on a day to day basis. The Superintendent is the first line of quality assurance, the person who deals directly with work crews and subcontractors, and who is usually the first to spot a problem. Superintendents work closely with the Quality Manager and Safety Manager to make certain that any issues are known to management as soon as possible.

A Superintendent has the specific responsibility to:

- Ensure that work meets the requirements of government regulations and codes, customer expectations, contract requirements and technical specifications, and company quality standards

- Ensure that subcontractors and suppliers begin work in accordance with the company's start-work policies
- Ensure that subcontractors and suppliers receive a notice to work only when conditions will not adversely affect quality results
- Conduct quality inspections and tests, and record findings
- Accurately assess subcontractor quality and on-time performance
- Ensure that quality standards are achieved before approving subcontractor or work crew completion of work

While these are the people primarily responsible for development and implementation of the quality plan, quality is a company-wide goal and each employee is responsible for it within his own work area.

All employees have quality responsibilities that include:

- Ensuring that his own work complies with the project quality plan
- Meeting or exceeding all applicable regulations, codes, industry standards, and manufacturer specifications as well as meeting or exceeding our customers' contract and individual requirements.

Essential Functions

Intermittent sitting, walking, standing, bending, squatting, climbing, kneeling, twisting, and lifting. Lifting requirements limited to 20 lbs. in the form of supplies, drawings, etc. Longest distance carried of 50 feet. Hand manipulation is required for simple grasping, pushing and pulling, and fine manipulation. Right and/or left hands utilized. Occasional need to reach and/or work above the shoulder, for supplies, as well as below the shoulder for same. No foot controls necessary. Must be alert to equipment in the field, there will be occasional travel, will work near construction job site equipment when in the field, occasional need to work near hazardous equipment and machinery, occasional need to walk on uneven ground, exposure to dust, gas or fumes, exposure to noise, extremes in temperature or humidity, and potential work at heights.

The QAS is the person directly responsible for ensuring that quality goals are met. They report directly to senior management and are also responsive to the needs of project managers, superintendents, and the customer. Their choices and actions directly impact the project's ability to achieve its goals in regard to timeliness, safety, and quality, and the company's goals of always improving quality of work.

It is the QAS's responsibility to develop a set of project standards that comply with customer specifications and requirements, regulations, industry standards, product instructions, and the company's standards and requirements. The QAS is also responsible for evaluating and training personnel and ensuring that all materials used in the project meet the standards required.

Regardless of any other responsibilities, the QAS has the duty to:

- Plan project quality controls
- Implement and manage all phases of quality control
- Communicate project-specific quality requirements to all affected departments, subcontractors and suppliers, and customers
- Ensure that everyone follows the quality plan
- Monitor progress of activities
- Act as the liaison with parties outside the company on matters relating to quality
- Report to senior management on quality-related performance, including needed improvements
- Review and approve all project quality system records
- Review and approve project quality-related contract submittals
- Manage all project inspection and quality control activities
- Manage corrective actions
- Resolve quality nonconformances

Minimum Education: Degree in related field with a minimum of ten (10) years field experience or, in lieu of a degree, at least twelve (12) years of field experience and professional credentials in the commercial or government building industry. Supervisory and/or journeyman experience in the construction trades will be considered.

Preferred credentials are as follows:

- i. OSHA 30-hour certificate *preferred*.
- ii. Certified Construction Quality Manager for Contractors (CQM-C) certificate of completion, or similar *preferred*.
- iii. CCM® professional credential *preferred*.
- iv. LEED AP® BD+C professional credentials *preferred*.

F.5.5.10 **QA Inspector Responsibilities (minimum)**

All QA Inspectors shall be responsible for monitoring the Contractor's work and progress in accordance with the *CMAA's Construction Management Standards of Practice*, the *CMAA Quality Management Guidelines* (and all documents referenced therein) and the CMA's Quality Management Plan (QMP).

F.5.5.11 **QA Inspector (Architectural)**

Minimum Experience: The Contractor shall propose a candidate with at least seven (7) years of experience assuring architectural quality of commercial and/or government new construction and renovation in programs varying in scale and complexity, with capital budgets exceeding \$25 million annually.

The proposed candidate shall have the following:

- v. A strong knowledge of current construction industry practices, current digital tools utilized for construction, the technical aspects of commercial and/or government new construction, and renovation and current building and construction standards and codes.
- vi. Experience providing architectural QA services according to industry standard processes and procedures and consistent with *CMAA's Construction Management Standards of Practice*, and *CMAA Quality Management Guidelines* (and all documents referenced therein).
- vii. Experience collaborating with peers and government agencies or commercial clients to develop, implement, track adherence to, and report progress of CMA Quality Assurance Management Plans (QMPs).
- viii. 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 to solve complex problems related to architectural quality.
- ix. All computer skills and functional knowledge of computer programs necessary to execute QA responsibilities and meet contract performance requirements. The use of Procore construction management software is required.
- x. Experience with courthouse or judiciary facilities, historic facilities in major cities, and facilities occupied during construction/renovation are desirable.

Minimum Education: Degree in related field with a minimum of five (5) years field experience or, in lieu of a degree, at least seven (7) years of field experience professional credentials in the commercial or government building industry. Supervisory and/or journeyman experience in the construction trades will be considered.

Preferred credentials are as follows:

- xi. OSHA 30-hour certificate *preferred*.
- xii. Certified Construction Quality Manager for Contractors (CQM-C) certificate of completion, or similar *preferred*.
- xiii. CCM® professional credential *preferred*.
- xiv. LEED AP® BD+C professional credentials *preferred*.

F.5.5.12 QA Inspector (Mechanical)

Minimum Experience: The Contractor shall propose a candidate with at least five (5) years of experience assuring mechanical quality of commercial and/or government new construction and renovation in programs varying in scale and complexity, with capital budgets exceeding \$25 million annually.

The proposed candidate shall have the following:

- i. A strong knowledge of current construction industry and mechanical practices, current digital tools utilized for construction, the technical aspects of commercial and/or government new construction, and renovation and current American Society of Mechanical Engineers (ASME) standards and International Mechanical Code, and all other relevant standards and codes.
- ii. Experience providing mechanical QA services according to industry standard processes and procedures and consistent with *CMAA's Construction Management Standards of Practice*, and *CMAA Quality Management Guidelines* (and all documents referenced therein).
- iii. Experience collaborating with peers and government agencies or commercial clients to develop, implement, track adherence to, and report progress of CMA Quality Assurance Management Plans (QMPs).
- 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 to solve complex problems related to mechanical quality.
- v. All computer skills and functional knowledge of computer programs necessary to execute QA responsibilities and meet contract performance requirements. The use of Procore construction management software is required.
- vi. Experience with courthouse or judiciary facilities, historic facilities in major cities, and facilities occupied during construction/renovation are desirable.

Minimum Education: Degree in related field with a minimum of five (5) years field experience or, in lieu of a degree, at least seven (7) years of field experience and professional credentials in the commercial or government building industry. Supervisory and/or journeyman experience in the construction trades will be considered.

Preferred credentials are as follows:

- vii. OSHA 30-hour certificate *preferred*.
- viii. Mechanical P.E. *preferred*.

- ix. Certified Construction Quality Manager for Contractors (CQM-C) certificate of completion, or similar *preferred*.
- x. CCM® professional credential *preferred*.
- xi. LEED AP® BD+C professional credentials *preferred*.

F.5.5.13 QA Inspector (Electrical)

Minimum Experience: The Contractor shall propose a candidate with at least five (5) years of experience assuring electrical quality of commercial and/or government new construction and renovation in programs varying in scale and complexity, with capital budgets exceeding \$25 million annually.

The proposed candidate shall have the following:

- i. A strong knowledge of current construction industry and electrical practices, current digital tools utilized for construction, the technical aspects of commercial and/or government new construction, and renovation and current electrical/NEC and NEIS standards and codes as follows:
 - a. ***National Fire Protection Association (NFPA)***
 - (i) National Electrical Code (NEC)
 - b. ***Institute of Electrical and Electronics Engineers (IEEE)***
 - (ii) National Electrical Safety Code (NESC)
 - c. ***International Code Council (ICC)***
 - (iii) International Building Code (IBC)
 - (iv) International Fire Code (IFC)
 - (v) International Energy Conservation Code (IECC)
- ii. Experience providing electrical QA services according to industry standard processes and procedures and consistent with *CMAA's Construction Management Standards of Practice*, and *CMAA Quality Management Guidelines* (and all documents referenced therein).
- iii. Experience collaborating with peers and government agencies or commercial clients to develop, implement, track adherence to, and report progress of CMA Quality Assurance Management Plans (QMPs).
- 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 to solve complex problems related to electrical quality.

- v. All computer skills and functional knowledge of computer programs necessary to execute QA responsibilities and meet contract performance requirements. The use of Procore construction management software is required.
- vi. Experience with courthouse or judiciary facilities, historic facilities in major cities, and facilities occupied during construction/renovation are desirable.

Minimum Education: Degree in related field with a minimum of five (5) years field experience or, in lieu of a degree, at least seven (7) years of field experience and professional credentials in the commercial or government building industry. Supervisory and/or journeyman experience in the construction trades will be considered.

Preferred credentials are as follows:

- vii. OSHA 30-hour certificate *preferred*.
- viii. Electrical P.E. *preferred*.
- ix. Certified Construction Quality Manager for Contractors (CQM-C) certificate of completion, or similar *preferred*.
- x. CCM® professional credential *preferred*.
- xi. LEED AP® BD+C professional credentials *preferred*.

F.5.5.14 **QA Inspector (Plumbing)**

Minimum Experience: The Contractor shall propose a candidate with at least five (5) years of experience assuring plumbing quality of commercial and/or government new construction and renovation in programs varying in scale and complexity, with capital budgets exceeding \$25 million annually.

The proposed candidate shall have the following:

- i. A strong knowledge of current construction industry and plumbing practices, current digital tools utilized for construction, the technical aspects of commercial and/or government new construction, and renovation and current plumbing standards and codes.
- ii. Experience providing plumbing QA services according to industry standard processes and procedures and consistent with *CMAA's Construction Management Standards of Practice*, and *CMAA Quality Management Guidelines* (and all documents referenced therein).
- iii. Experience collaborating with peers and government agencies or commercial clients to develop, implement, track adherence to, and report progress of CMA Quality Assurance Management Plans (QMPs).

- 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 to solve complex problems related to plumbing quality.
- v. All computer skills and functional knowledge of computer programs necessary to execute QA responsibilities and meet contract performance requirements. The use of Procore construction management software is required.
- vi. Experience with courthouse or judiciary facilities, historic facilities in major cities, and facilities occupied during construction/renovation are desirable.

Minimum Education: Degree in related field with a minimum of five (5) years field experience or, in lieu of a degree, at least seven (7) years of field experience and professional credentials in the commercial or government building industry. Supervisory and/or journeyman experience in the construction trades will be considered.

Preferred credentials are as follows:

- vii. OSHA 30-hour certificate *preferred*.
- viii. Certified Construction Quality Manager for Contractors (CQM-C) certificate of completion, or similar *preferred*.
- ix. CCM® professional credential *preferred*.
- x. LEED AP® BD+C professional credentials *preferred*.

F.5.5.15 **QA Inspector (Structural)**

Minimum Experience: The Contractor shall propose a candidate with at least five (5) years of experience assuring structural quality of commercial and/or government new construction and renovation in programs varying in scale and complexity, with capital budgets exceeding \$25 million annually.

The proposed candidate shall have the following:

- i. A strong knowledge of current construction industry and structural practices, current digital tools utilized for construction, the technical aspects of commercial and/or government new construction, and renovation and current structural standards and codes.
- ii. Experience providing structural QA services according to industry standard processes and procedures and consistent with *CMAA's Construction Management Standards of Practice*, and *CMAA Quality Management Guidelines* (and all documents referenced therein).

- iii. Experience collaborating with peers and government agencies or commercial clients to develop, implement, track adherence to, and report progress of CMA Quality Assurance Management Plans (QMPs).
- 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 to solve complex problems related to structural quality.
- v. All computer skills and functional knowledge of computer programs necessary to execute QA responsibilities and meet contract performance requirements. The use of Procore construction management software is required.
- vi. Experience with courthouse or judiciary facilities, historic facilities in major cities, and facilities occupied during construction/renovation are desirable.

Minimum Education: Degree in related field with a minimum of five (5) years field experience or, in lieu of a degree, at least seven (7) years of field experience professional credentials in the commercial or government building industry. Supervisory and/or journeyman experience in the construction trades will be considered.

Preferred credentials are as follows:

- vii. OSHA 30-hour certificate *preferred*.
- viii. Structural P.E. *preferred*.
- ix. Certified Construction Quality Manager for Contractors (CQM-C) certificate of completion, or similar *preferred*.
- x. CCM® professional credential *preferred*.
- xi. LEED AP® BD+C professional credentials *preferred*.

F.5.5.16 **QA Inspector (Civil)**

Minimum Experience: The Contractor shall propose a candidate with at least five (5) years of experience assuring civil quality of commercial and/or government new construction and renovation in programs varying in scale and complexity, with capital budgets exceeding \$25 million annually.

The proposed candidate shall have the following:

- i. A strong knowledge of current construction industry and civil practices, current digital tools utilized for construction, the technical aspects of commercial and/or government new construction, and renovation and current structural standards and codes.
- ii. Experience providing structural QA services according to industry standard processes and procedures and consistent with *CMAA's Construction*

Management Standards of Practice, and CMAA Quality Management Guidelines (and all documents referenced therein).

- iii. Experience collaborating with peers and government agencies or commercial clients to develop, implement, track adherence to, and report progress of CMA Quality Assurance Management Plans (QMPs).
- 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 to solve complex problems related to civil quality.
- v. All computer skills and functional knowledge of computer programs necessary to execute QA responsibilities and meet contract performance requirements. The use of Procore construction management software is required.
- vi. Experience with courthouse or judiciary facilities, historic facilities in major cities, and facilities occupied during construction/renovation are desirable.

Minimum Education: Degree in related field with a minimum of five (5) years field experience or, in lieu of a degree, at least seven (7) years of field experience and professional credentials in the commercial or government building industry. Supervisory and/or journeyman experience in the construction trades will be considered.

Preferred credentials are as follows:

- xii. OSHA 30-hour certificate *preferred*.
- xiii. Civil Structural P.E. *preferred*.
- xiv. Certified Construction Quality Manager for Contractors (CQM-C) certificate of completion, or similar *preferred*.
- xv. CCM® professional credential *preferred*.
- xvi. LEED AP® BD+C professional credentials *preferred*.

F.5.5.17 **QA Inspector (IT/AV/Communications)**

Minimum Experience: The Contractor shall propose a candidate with at least five (5) years of experience assuring IT/AV/Communications quality of commercial and/or government new construction and renovation in programs varying in scale and complexity, with capital budgets exceeding \$25 million annually.

The proposed candidate shall have the following:

- i. A strong knowledge of current construction industry and IT/AV/Communications practices, current digital tools utilized for

construction, the technical aspects of commercial and/or government new construction, and renovation and current structural standards and codes.

- ii. Experience providing structural QA services according to industry standard processes and procedures and consistent with *CMAA's Construction Management Standards of Practice*, and *CMAA Quality Management Guidelines* (and all documents referenced therein).
- iii. Experience collaborating with peers and government agencies or commercial clients to develop, implement, track adherence to, and report progress of CMA Quality Assurance Management Plans (QMPs).
- 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 to solve complex problems related to IT/AV/Communications quality.
- v. All computer skills and functional knowledge of computer programs necessary to execute QA responsibilities and meet contract performance requirements. The use of Procore construction management software is required.
- vi. Experience with courthouse or judiciary facilities, historic facilities in major cities, and facilities occupied during construction/renovation are desirable.

Minimum Education: Degree in related field with a minimum of five (5) years field experience or, in lieu of a degree, at least seven (7) years of field experience and professional credentials in the commercial or government building industry. Supervisory and/or journeyman experience in the construction trades will be considered.

Required and preferred credentials are as follows:

- vii. OSHA 30-hour certificate *preferred*.
- viii. Certified Construction Quality Manager for Contractors (CQM-C) certificate of completion, or similar *preferred*.
- ix. ISACA Certified Information Systems Auditor (CISA)
- x. CCM® professional credential *preferred*.
- xi. LEED AP® BD+C professional credentials *preferred*.

F.5.5.18 **QA Inspector (Security)**

Minimum Experience: The Contractor shall propose a candidate with at least five (5) years of experience assuring security quality of commercial and/or government new construction and renovation in programs varying in scale and complexity, with capital budgets exceeding \$25 million annually.

The proposed candidate shall have the following:

- i. A strong knowledge of current construction industry and security practices, current digital tools utilized for construction, the technical aspects of commercial and/or government new construction, and renovation and current structural standards and codes, including U.S. Marshals Service (USMS) Publication 64, Volumes I, II, and III.
- ii. Experience providing structural QA services according to industry standard processes and procedures and consistent with *CMAA's Construction Management Standards of Practice*, and *CMAA Quality Management Guidelines* (and all documents referenced therein).
- iii. Experience collaborating with peers and government agencies or commercial clients to develop, implement, track adherence to, and report progress of CMA Quality Assurance Management Plans (QMPs).
- 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 to solve complex problems related to security quality.
- v. All computer skills and functional knowledge of computer programs necessary to execute QA responsibilities and meet contract performance requirements. The use of Procore construction management software is required.
- vi. Experience with courthouse or judiciary facilities, historic facilities in major cities, and facilities occupied during construction/renovation are desirable.

Minimum Education: Degree in related field with a minimum of five (5) years field experience or, in lieu of a degree, at least seven (7) years of field experience and professional credentials in the commercial or government building industry. Supervisory and/or journeyman experience in the construction trades will be considered.

Preferred credentials are as follows:

- vii. OSHA 30-hour certificate *preferred*.
- viii. Certified Construction Quality Manager for Contractors (CQM-C) certificate of completion, or similar *preferred*.
- ix. CCM® professional credential *preferred*.
- x. LEED AP® BD+C professional credentials *preferred*.

F.5.5.19 **QA Inspector (Fire Protection/Life Safety)**

Minimum Experience: The Contractor shall propose a candidate with at least five (5) years of experience assuring electrical quality of commercial and/or government new construction and renovation in programs varying in scale and complexity, with capital budgets exceeding \$25 million annually.

The proposed candidate shall have the following:

- i. A strong knowledge of current construction industry and fire protection and life safety practices, current digital tools utilized for construction, the technical aspects of commercial and/or government new construction, and renovation and current fire protection and life safety/NFPA/NEC and NEIS standards and codes as follows:
 - d. ***National Fire Protection Association (NFPA)***
 - (ii) National Electrical Code (NEC)
 - (iii) NFPA 101, Life Safety Code
 - e. ***Institute of Electrical and Electronics Engineers (IEEE)***
 - (vi) National Electrical Safety Code (NESC)
 - f. ***International Code Council (ICC)***
 - (vii) International Building Code (IBC)
 - (viii) International Fire Code (IFC)
 - (ix) International Energy Conservation Code (IECC)
- ii. Experience providing electrical QA services according to industry standard processes and procedures and consistent with *CMAA's Construction Management Standards of Practice*, and *CMAA Quality Management Guidelines* (and all documents referenced therein).
- iii. Experience collaborating with peers and government agencies or commercial clients to develop, implement, track adherence to, and report progress of CMA Quality Assurance Management Plans (QMPs).
- 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 to solve complex problems related to electrical quality.
- v. All computer skills and functional knowledge of computer programs necessary to execute QA responsibilities and meet contract performance requirements. The use of Procore construction management software is required.

- vi. Experience with courthouse or judiciary facilities, historic facilities in major cities, and facilities occupied during construction/renovation are desirable.

Minimum Education: Degree in related field with a minimum of five (5) years field experience or, in lieu of a degree, at least seven (7) years of field experience and professional credentials in the commercial or government building industry. Supervisory and/or journeyman experience in the construction trades will be considered.

Preferred credentials are as follows:

- vii. OSHA 30-hour certificate *preferred*.
- viii. Certified Fire Protection Specialist (CFPS®) certification *preferred*.
- ix. Certified Construction Quality Manager for Contractors (CQM-C) certificate of completion, or similar *preferred*.
- x. CCM® professional credential *preferred*.
- xi. LEED AP® BD+C professional credentials *preferred*.

[END OF SECTION F]

SECTION G - CONTRACT ADMINISTRATION

G.1 PAYMENT/INVOICES

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

G.1.6 The Contracting Officer's Technical Representative (COTR) shall review each electronic invoice for certification of receipt of satisfactory services prior to authorization of payment.

G.1.7 The invoice form to be reported with the following elements:

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

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

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

BY: _____
 TITLE: _____
 DATE: _____

G.2 FINAL INVOICE

G.2.1 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.2.2 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.3 PROMPT PAYMENT ACT

G.3.1 The Courts will pay interest (late charge) on each electronically receipted and approved invoice pursuant to the Prompt Payment Act, 31 U.S.C. 3901 et seq.

G.4 TAX EXEMPT

G.4.1 The Courts is exempt from taxation pursuant to D.C. Code 47-2005(1).

G.5 BILLING/PAYMENT

G.5.1 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.5.2 Based upon Applications for Payment submitted to the Courts by the Contractor, the Courts shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

G.5.3 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

G.5 AUDITS

G.5.1 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.6 CONTRACTING OFFICER AND CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.6.1 **Contracting Officer.** The District of Columbia Courts' Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

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

G.6.2 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:

Danielle Reinhold
District of Columbia Courts
Capital Projects and Facilities Management Division
700 6th Street, N.W., 12th Floor
Washington, D.C. 20001

G.7 AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER

- G.7.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.7.2 The Contractor shall not comply with any order, directive or request that changes or modify the requirements of this contract, unless issued in writing and signed by the CO.
- G.7.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.8 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.8.1 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:

- A. Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- B. Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- C. Maintain all liaison and direct communications with the Contractor. Formal
 - i. communications with the Contractor and documents shall be signed as “Contracting Officer’s Technical Representative “with a copy furnished to the Contracting Officer.
- D. Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
- E. Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
- F. Obtain necessary 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.

G.8.2 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.

- A. In the separately issued Contracting Officer’s Technical Representative Designation letter, the CO designates an alternate Contracting Officer’s Technical Representative to act in the
 - i. absence of the designated Contracting Officer’s Technical Representative, in accordance with the terms of the letter.

B. 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.

C. 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.8.3 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

- 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. If another contractor is awarded a future contract for performance of the required services, the original contractor shall cooperate fully with the Courts and the new contractor in any transition activities which the Contracting Officer deems necessary during the term of the contract.

H.2 DISCLOSURE OF INFORMATION

- H.2.1 Any information made available by the District of Columbia Courts shall be used only for the purposes of carrying out the provisions of this contract, and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.
- H.2.2 In performance of this Contract, the Contractor agrees to assume responsibility for protection of the confidentiality of Courts records and that all work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.
- H.2.3 Each office or employee of the Contractor to whom information may be available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.
- H.2.4 No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than the District of Columbia Courts officials unless written approval is obtained in advance from the Contracting Officer.

H.3 DC COURTS' RESPONSIBILITIES

- H.3.1 The Courts will provide suitable office space containing a minimum of twelve (12) 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. Note that in some instances the personnel not required to be onsite full time may be required to share workstations.

H.3 RIGHTS OF DATA

- H.3.1 All data first produced in the performance of any contract resulting from this solicitation process shall be the sole property of the District of Columbia Courts. The Offeror hereby acknowledges that all data produced by the Offeror for the process, are works made for hire and are the sole property of the District of Columbia Courts; but, to the extent any such data may not, by operation of law, be works made for hire, the Contractor shall transfer and assign to the Courts the ownership of copyright in works, whether published or unpublished. Further, the Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights, including but not limited to the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights at common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in any manner or form, authorize others to do so, without written consent of the District of Columbia Courts until such time as the Courts may release such data to the public domain. The Courts shall not unreasonably withhold consent to the Offeror's request to publish or reproduce data in professional or public relations trade publications.

H.4 SECURITY REQUIREMENTS

- H.4.1 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 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 Contraction 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

- H.5.1 The designated person with the authority to make decisions and changes to the contract on the CMA's behalf, shall be the Contractor's Authorized Representative for technical and

administrative performance of all services required hereunder. The CMA Team Lead shall be the single point of contact through which all Contractor/Court communications, work and technical direction shall flow. The CMA Team Lead shall be present at scheduled deliverables presentations and all presentations, events, etc. to represent the CMA, as requested by the Courts. Contractors Home Office management shall also monitor and ensure deliverables are met in a timely manner.

- H.5.2 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; CM/PM personnel are expected to support the CPFMD team during these working hours and be present at the Court's office building. Due to the operational necessity for many construction projects within the Courts buildings to occur outside of regular business hours, oversight by the CMA team is required during this period. The CMA team shall provide on-site coverage during all onsite work , requiring that at least one (1) member of the CMA team be onsite during all onsite work. The CMA shall determine how to ensure coverage.
- A. FTE – onsite M-F, remote work upon request per COTR discretion.
 - B. Dual Role – onsite M-F, remote work upon request per COTR discretion.
 - C. Less than FTE or “as needed” permissible – onsite as determined necessary by the CMA Lead

H.6 **SUSPENSION OF THE WORK**

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

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

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

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

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

H.7 Not Applicable to this Solicitation

H.8 SAFETY PRECAUTIONS

(a) The Contractor shall perform all work in accordance with the Safety Standards of the District of Columbia and the Occupational Safety and Health Act of 1970, and all relevant amendments and updates.

(b) The Contractor or his representative shall be thoroughly familiar with these standards and have copies of the same available at the project site at all times.

(c) The Courts its officers, agents, servants and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection.

H.9 USE OF PREMISES

(a) The Contractor shall not load or permit the loading of any part of any structure to such an extent as to endanger its safety.

(b) The Contractor shall comply with the regulations governing the operation of premises, which are occupied and shall perform his contract in such a manner as not to interrupt or interfere with the conduct of Court.

(c) Any work necessary to be performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the Court.

(d) The Contractor shall use only such entrances to the work area as designated by the COTR.

(e) Any work, once started, shall be completed as rapidly as possible and without unnecessary delay.

(f) Only such portions of the premises as required for proper execution of the contract shall be occupied.

(g) All work shall be performed in such manner as to cause minimum annoyance to occupants of adjacent premises and interference with normal traffic.

(h) Work performed in existing buildings shall be executed in a manner that will cause minimum interference with facility occupants.

(i) All work shall be carried on in an orderly manner performed in such manner to cause minimum:

(1) Interference with or disruption of normal activities in the building which is occupied; and

(2) Noises or disturbances.

H.10 ACCESS TO BUILDING

(a) Contractor will be given access to all buildings where work will be performed.

(b) Contractor will be given access to buildings as required for the completion of their duties.

H.11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

The Court's obligation for performance of this contract beyond the contract base years period of performance 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 the contract base years period of performance, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

H.12 CONSENT TO SUBCONTRACT

H.12.1 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.12.2 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.12.3 The Contractor must request Contracting Officer consent and submit the information required by the aforementioned clause for any short term technical assistance (STTA) that was not part of the proposal.

H.13 SUBCONTRACTS

H.13.1 Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the Court.

H.13.2 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.

H.13.3 The Contractor shall be responsible for the coordination of the trades, subcontractors, materials, and persons engaged upon his work.

H.13.4 The Court will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.

H.13.5 Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution. Notwithstanding any such subcontractor approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

H.14 PUBLICITY

H.14.1 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.15 PERSONNEL COMPENSATION

H.15.1 Compensation of personnel under this contract or any resulting subcontract must be in accordance with company policy and salary history of proposed personnel.

H.16 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

(a) Limitations:

(1) If, during contract performance, the Contractor proposes salary or wages for an individual(s) that exceeds five (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.18 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.24**)

(c) Annual Salary Increases:

One annual salary increase not more than 2% (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.

(d) Consultants:

No compensation for consultants will be reimbursed unless their use under the 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 or 2) the Court CST, whichever is less. Requests for waiver to this compensation guidance must be fully justified and shall require the approval of the Contracting Officer.

(e) 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.

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.17 CONSENT TO SUBCONTRACTS/ STTA's

H.17.1 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.17.2 The Contractor must request COTR consent and submit the information required by the aforementioned clause for any STTA that was not part of the proposal.

[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.8 .3 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.9 Insurance - 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, 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.9.1 **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.9.2 **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.9.3 **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.9.4 **Employer’s Liability Insurance** - The Contractor shall provide evidence satisfactory to the CO of employer’s liability insurance as follows:
\$500,000 per

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.9.5 **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.9.6 **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.9.7 **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.9.8 **PRIMARY AND NONCONTRIBUTORY INSURANCE.** The insurance required 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.9.9 **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.9.10 **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.9.11 **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.9.12 **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.9.13 **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 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.9.14 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.9.15 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.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.

(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 fabricated or un-fabricated parts, 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

(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.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (c)(6) of this clause; provided, however, that the Contractor

(i) is not required to extend credit to any purchaser and

(ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer.

The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(d) The Contractor shall submit complete termination inventory schedules no later than one hundred and twenty (120) calendar days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one hundred and twenty (120) calendar day period.

(e) 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 this sixty (60) calendar 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.

(g) 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.

(h) 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 (h)(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

(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 (h)(4) of this clause.

(i) 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.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (f), (h), or (l) of this clause,

except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (f) 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), (h) or (l) 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.

(k) 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

(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.

(l) 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.

(m)

(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.

(n) The provisions of this clause relating to fee are inapplicable if this contract does not include a fee.

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[END OF SECTION I]

PART III

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- 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 District of Columbia Courts Release of Claims**
- J.8 Past Performance Questionnaire**
- J.9 Supplier Information Form DCCSF**
- J.10 Contractor's Price Schedule**
- J.10 A Pricing Breakdown Sheet**
- J.11 CPFMD Standard Operating Procedures (CPFMD SOP) to be provided upon award**
- J.12 The District of Columbia Courts Facilities Master Plan dated 2019**
- J.13 DC Courts Design Standards**
- J.13A Cable and Management Procedures Manual**
- J.13B DC Courts Audio Visual Standards**
- J.14 Strategic Plan of the DC Courts 2018-2022**
- J.15 Strategic Plan of the DC Courts 2023-2027**

- J.16 The Judiciary Square Master Plan – Washington, D.C. dated 4 March 2005**
- J.17 CPFMD Division 01—General Requirements specification** to be provided upon award
- J.18 CPFMD Integrated Program Schedule (CPFMD IPS) dated October 2023**
- J.18A IPS Narrative Report Charts** to be provided upon award
- J.19 The District of Columbia Courts Facilities Condition Assessment dated July 30, 2021 (DC Courts FCA)**
- J.20 DC Courts Organizational Chart / CPFMD Organizational Chart**
- J.21 CMA Contract Requirements Matrix**
- J.22 PMO Maturity Model and Roadmap Concept Examples**
- J.23 USACE’s QMP Outline and Guide**
- J.24 Bio-Data Template**
- J.25 IPT Concept DC Courts**

[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

(See Attachment J.7)

K.2 WALSH-HEALY ACT

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

(a) Regular Dealer

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

(b) Manufacturer

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

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

K.6 TYPE OF BUSINESS ORGANIZATION

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

K.7 PAYMENT IDENTIFICATION NO.

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

Please list below applicable vendor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Dunn and Bradstreet Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

Fax Number: _____

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

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

[END OF SECTION K]

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.
- L.1.4 Exchanges with offerors after receipt of a proposal do not constitute a rejection or counter offer by The Courts.
- L.1.5 The Courts may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting officer determines that the lack of balance poses an unacceptable risk to the Government.
- L.1.6 If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- L.1.7 A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(1) If a post-award debriefing is given to requesting offerors, The Courts shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.2. PREPARATION AND SUBMISSION OF PROPOSALS

- L.2.1 The Offeror's Proposal shall provide, in the following order, required information to demonstrate that the company has the experience, knowledge, personnel and equipment needed to successfully complete its services. The proposal shall be limited to 35 pages, single sided, minimum 12-point font. The required submittals are:
- L.2.2 **Offerors shall submit one (1) signed original, one (1) electronic (pdf) signed copy of the proposal and electronic (xlsx) copy of attachment J.10, and four (4) bound copies of the Technical Proposal. Each proposal shall be properly indexed and include all information requested in the RFP.** The District of Columbia Courts will not accept a facsimile copy of a proposal as an original. Unless specifically authorized in the solicitation, the District of Columbia Courts shall not accept telegraphic proposals. Offerors shall submit all pages of the Request for Proposal (RFP), all attachments, and all documents containing the offeror's proposal.
- L.2.3 The offeror shall submit his/her proposal in a sealed proposal package conspicuously marked as follows:
 - Name and Address of the offeror
 - Solicitation Number: DCSC-24-RFP-0170***
 - Caption: DC Courts CMA Services***
 - Solicitation Closing Date: March 15, 2024***
 - Solicitation Closing Time: 12:00 AM***

- 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 this solicitation to be considered for this award. Failure to offer on all items in this solicitation and the attached Contractor's Price Schedule 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
Flor Rivera, Senior Contract Specialist
Procurement and Contracts Branch
700 6th Street, N.W., 12th Floor
Washington, D.C. 20001
Telephone Number: (703) 901-1547
Email: maria.rivera@dccsystem.gov

Bids/Proposals shall be **hand delivered** to the following address:

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

L.3. **CONFIDENTIALITY OF SUBMITTED INFORMATION**

- L.3.1 Offerors who include in their proposals data that they do not want disclosed to the public or used by the District of Columbia Courts except for use in the procurement process shall mark the title page of the proposal document with the following legend:

"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
 - 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 in writing no later than February 2 , 2024 at 2:00 PM (EST) to:

Flor Rivera, Senior Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
Email: maria.rivera@dccsystem.gov

L.6. Not Applicable

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 price proposal Page 1 Solicitation, Offer and Award for Supplies and Services; any Amendment(s); Section K; Attachment J.6-Tax Certification Affidavit; and Attachment J. 9- Supplier Information Form DCCSF. All these documents shall be submitted under Volume II – Price Proposal, 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 an offeror in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Courts. 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.

Each Offeror shall be solely responsible for examining the RFP Documents, including any addenda issued to the RFP, and all conditions which may in any way affect the Offeror's Proposal or the performance of the Work described herein, including but not limited to:

- i. Examine and carefully study the RFP Documents, including any addenda and other information or data identified in all of the RFP Documents;
- ii. Attend Pre-proposal Conference, visit the Project Site and become familiar with and satisfy itself as to the general, local, and site conditions that may affect the fees required to be submitted with the Offeror's Proposal;
- iii. Address all potential impacts with third parties and ensure all such impacts have been included in the Offeror's Proposal;

- iv. Become familiar with and aware of all federal, state, and local laws and regulations that may affect the cost, progress, or performance of its work;
- v. Determine that the RFP Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of Offeror's work; and
- vi. Notify the DC Courts in writing of all conflicts, errors, ambiguities, or discrepancies that Offeror discovers in the RFP Documents. Any failure to fulfill these responsibilities is at the Offeror's sole risk and no relief will be provided by the DC Courts.

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-Fixed-Fee (C-P-F-F) contract.

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 set forth below, which address the approach for the work described in this solicitation. The proposal shall include the requisite legal representations, resources which will directly be

employed in the project, client references, and a description of similar services provided by the offeror and its key personnel. Failure to address adequately any of these areas may result in the proposal being eliminated from consideration for award.

L.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. All pages must be numbered. **The proposal shall be prepared in two (2) 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 (If a Joint Venture is being proposed, provide for both companies)</p> <ol style="list-style-type: none"> 1. Brief history of the Offeror's company to include type of services offered, size of company and years of experience performing agency CMa services consistent with requirements herein. 2. Name, Address, website 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>CMa Experience/Past Performance (20 Points)</p> <p>The Courts desires to develop a beneficial partnership with a CMa firm with the experience, ability and skill set necessary to formulate, implement and mature a Project Management Office (PMO) 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 executing CMa services for other agencies that achieved similar objectives as detailed in the RFP.

	<ul style="list-style-type: none"> • Successfully initiating, implementing, and maturing a (PMO) for other agencies' construction-type projects that achieved similar objectives as detailed in the RFP. • Successfully operating as CMA utilizing an integrated program team (IPT) approach. • Successfully managing construction programs, projects, and facility operations acting as the owner's representative, the CMA, or the PM/CM. • Ability to assemble and analyze project data to develop clear arguments key to making project-related decisions or solving project-related problems and expressing those arguments, in writing and presentation format, clearly and persuasively. • Successfully delivering different project types (D-B, D-B-B, Facility) as CMA. • Operating CMA teams that have successfully managed conflicting or multiple stakeholder priorities. <p>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 and the PgMO contractor to meet the objectives identified in the RFP. The offeror shall submit only the information essential to demonstrate the required experience and for the DC 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.</p> <ol style="list-style-type: none"> 1. Provide a minimum of five (5) and maximum of ten (10) past performance examples the offeror has been involved in within the last five (5) years. 2. For each past performance example provide a list of contact names, job titles, mailing addresses, phone numbers, e-mail addresses, and a description of the past performance example to include the following, at a minimum: <ul style="list-style-type: none"> • Primary location(s) of work/the facilities, • Owner of the facilities, • Term of performance, • Contract type, i.e., fixed-price, cost reimbursement, etc. • Overall budget for past performance example and how your services affected delivery of project(s) within budget. If project(s) was not completed within budget, explain why. • Overall scope for past performance example and how your services affected delivery of project within scope. If project(s) was not completed within scope, explain why.
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	<ul style="list-style-type: none"> • Overall schedule for past performance example and how your services affected delivery of project on schedule. If project(s) was not completed on schedule, explain why. • Type and scale of projects solicited, awarded and completed under the past performance example, • Summary of offeror's role in the program, • Specify if CMA services included QA services, • Skills/expertise the offeror provided that resulted in program success, • LEED requirement for the project • 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. <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>
Tab C	<p>Proposed CMA Team Organization/Key Personnel (25 points):</p> <p>The DC 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 responsibilities and 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, including proposed FTE employees as well as 'as-needed' and dual roles. For dual roles, specify anticipated % of time for each role 3. Identify proposed key personnel who are currently employed by the offeror and the length of time they have been employed by the offeror. All included resumes should include start and end dates of all previous employment. 4. Demonstrate that the proposed key personnel have the experience, expertise and ability to perform the services required to meet the DC Courts' objectives immediately upon NTP without additional training prior to performing services or providing required deliverables.

	<ol style="list-style-type: none"> 6. Identify professional registrations, certifications, licenses, etc. held by each proposed CMA team member. 7. Identify what CM services will be performed by the offeror and what CM services will be performed by sub-consultants (if any).
Tab D	<p>Example of a Construction Management Plan (CMAp) and Quality Management Plan or samples executed from past projects (40 points)</p> <p>The offeror shall provide the following to establish that the offeror understands the RFP requirements, to meet the DC Court’s objectives and demonstrate that the offeror has the ability to satisfy the requirements to partner with the DC Courts to achieve the objectives:</p> <ol style="list-style-type: none"> 1. An example CMAp or CMAp or one executed by the offeror on another project to illustrate how the Contractor proposes to meet the requirements detailed in the RFP within the first year of the contract award. 2. An example Quality Management Plan (QMP) or one executed previously by the offeror on another project to illustrate how the Contractor proposes to meet the quality requirements detailed in the RFP. 3. If CMAp is one that was executed on another project, specify what roles the CMA fulfilled and which were filled by others. 4. Other items as the offeror deems necessary to constitute a full proposal package that demonstrates how the offeror will successfully partner with the DC Courts and the PgMO with the intent to meet the DC Courts objectives. 5. Identify any key challenges that the offeror believes to be inherent to meet the RFP requirements and the DC Courts’ objectives and explain how the offeror will overcome or mitigate those challenges.
Tab E	<p>Proposed Innovations (5 Points)</p> <p>The offeror may suggest technical, procedural, personnel, innovations that they have used successfully on past performance examples or other contracts that may provide the DC 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 DC Courts in meeting the objectives detailed in the RFP.</p>
Tab F	<p>Disclosure</p> <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 Courts; and further that the Offeror knows of no facts

	<p>or circumstances that might create the appearance of a conflict between its interests and those of the Courts.</p> <p>Documentary evidence (e.g. certificates) that the Offeror is authorized to conduct business in the District of Columbia, and the Offeror is current in its tax obligation to the District of Columbia.</p>
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L.22.4 Volume II – Price Proposal shall comprise the following tabs:

	Cost (10 Points)
Tab A	Price Information –Submit the price using format provided in Attachment J.10 and J.10 A
Tab B	Contractual Information –Offerors shall complete and return with their price proposal Page 1 Solicitation, Offer and Award for Supplies and Services; any Amendment(s); Section K; Attachment J.6-Tax Certification Affidavit; and Attachment J. 9- Supplier Information Form DCCSF.

L.23 PRICE PROPOSAL

- L.23.1 A separately bound price proposal must be submitted using the format provided in in Attachment J.10 and J.10 A of this RFP. 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 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. Unit costs for each proposed position, key or not, should be expressed in an amount per work day with the corresponding level of effort required for the position (number of work days) and then calculated to a total cost for each cost period where the salary would be applicable. Biographical Data Sheets are required for all 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, health and life insurance, retirement, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries.
- (C) **Communications** - Specific information regarding the type of communication cost at issue (i.e. mail, telephone, cellular phones, internet etc.) must be included in order to allow an assessment of the realism and reasonableness of these types of costs.
- (D) **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.
- (E) **Other Direct Costs** - The narrative should provide a breakdown and support for all other direct costs.
- (F) **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.

(G) **Fixed Fee:** Any additional factors may be discussed as a basis for fee.

L.24 ORAL PRESENTATIONS

Although the Courts may award this contract without discussions, at its discretion, the Courts may choose to invite Offerors determined to be in the competitive range to give a demonstration of their product. Should the Courts 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 (1) hour presentation of their product or services. The Courts shall reserve up to thirty (30) minutes for questions and answers after each demonstration.

[END OF SECTION L]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 PROSPECTIVE CONTRACTOR'S RESPONSIBILITY

- M.1.1 In order to receive an award under this solicitation, the DC 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 an 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. The contract will be awarded to the offeror whose offer is the most advantageous to the Courts, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of award. Rather, the total score will guide the Courts in making an intelligent award decision based upon the evaluation criteria. 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.2 EVALUATION FOR AWARD

All responses will be evaluated and ranked by the Courts utilizing the Evaluation Criteria under Section M.3. A contract will be awarded to the responsible offeror(s) whose offer(s) present the best value to the Courts. The Courts will consider selecting a contractor or subcontractor (s) for the provision of the services based on the Contractor's competence and ability to perform the work on a task order basis. Discussions may be conducted with the offerors determined to be in the competitive range. The Court reserves the right to reject any or all proposals determined to be inadequate or unacceptable. The Court may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint. The Court reserves the right to partially award the offeror's proposal.

M.3 EVALUATION CRITERIA

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

PROPOSAL SECTION	EVALUATION CRITERIA	POINTS
Tab B	CMA Experience/Past Performance	20
Tab C	Proposed CMA Team Organizational Chart/ Key Personnel	25
Tab D	CMA and QMP Plans	40
Tab E	Proposed Innovations	5
Volume 2	Cost	10
	Total	100

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. Alternative price proposals, if considered by the Courts, will be evaluated on contract type risk, potential savings, other advantages or disadvantages to the Courts, and the discretion of the government.

M.3.2 REALISM

The Courts will evaluate the realism of the proposed price by assessing the compatibility of proposed price with proposal scope and effect. In the evaluation the Courts will consider the following:

- a. Do the proposed prices reflect a clear understanding of the requirements?
- b. Do the proposed prices for performing various functional service requirements reflect the likely costs to the offeror in performing the effort with reasonable economy and efficiency?
- c. Are proposed prices unrealistically high or low?
- d. Are the proposed prices consistent with the technical and management/staffing approach (e.g., if the offeror proposes a staff of x people, the price proposal must account for x people)?

M.3.3 REASONABLENESS

In evaluating reasonableness, the Courts will determine if the Offeror's proposed prices, in nature and amount, do not exceed those which would be incurred by a prudent contractor in the conduct of competitive business. 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 to fully support the offer and permit the Courts to evaluate the proposal thoroughly. In the evaluation the Courts will consider the following:

- a. Do the proposed prices include all price elements the offeror is likely to incur in performing the effort?
- b. Are proposed prices traceable to requirements?
- c. Do proposed prices account for all requirements?
- d. Are all proposed prices supported with adequate data to permit a thorough evaluation?