

**DISTRICT OF COLUMBIA COURTS
SOLICITATION, OFFER AND AWARD
FOR SUPPLIES, OR SERVICES**

ISSUED BY: DISTRICT OF COLUMBIA COURTS
ADMINISTRATIVE SERVICES DIVISION
PROCUREMENT AND CONTRACTS BRANCH
616 H STREET, N.W., ROOM 612
WASHINGTON, D.C. 20001

DATE ISSUED: October 31, 2018
OPENING DATE: December 7, 2018
OPENING TIME: 2:00 PM

SOLICITATION NUMBER: DCSC-19-RFP-0022

OFFER/BID FOR: CM Services for the DC Courts

MARKET TYPE: Open Market
TYPE OF SOLICITATION: Sealed
Proposals (RFP)

TABLE OF CONTENTS

a. Sealed offers in original and <u>4</u> copies to perform the work required are due at the place specified in Item 8 by December 7, 2018 at 2:00 PM (date).							
(X)	SEC.	DESCRIPTION	PAGE	(X)	SEC.	DESCRIPTION	PAGE
X	A	Solicitation/Offer/Award Form	1	X	H	Special Contract Requirements	42
X	B	Supplies or Services & Price /Cost	2	X	I	Contract Clauses	53
X	C	Description/Specs. Work Statement	5	X	J	List of Attachments	62
X	D	Packaging and Marking	13	X	K	Representation Certificates	64
X	E	Inspection and Acceptance	14	X	L	Instructions, Conditions, Notices	70
X	F	Deliveries and Performance	15	X	M	Evaluation Factors for Award	85
X	G	Contract Administration Data	36				

OFFER (TO BE COMPLETED BY OFFEROR) Note: In sealed bid solicitations “Offer” and “Offeror” mean “Bid” and “Bidder.”

The undersigned offers and agrees that, with respect to all terms and conditions accepted by the District of Columbia Courts under “AWARD” below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract.		
OFFEROR Name: Street: City, State: Zip Code: Area Code & Telephone Number:	Name and title of Person Authorized to Sign Offer: (Type or Print)	
	Signature (Seal)	Date:
	Impress Corporate Seal Corporate (Secretary) _____ (Seal) (Attest)	

AWARD (To be completed by the District of Columbia Courts)

CONTRACT NO. _____	AWARD AMOUNT \$ _____
ACCEPTED AS TO THE FOLLOWING ITEMS: _____	
DISTRICT OF COLUMBIA COURTS BY: _____ CONTRACTING OFFICER	
CONTRACT PERIOD: _____	AWARD DATE _____

All written communications regarding this solicitation should be addressed to the Contracting Officer and should be directed by e-mail to Flor Rivera, Contract Specialist at maria.rivera@dcsc.gov.

This solicitation is open market procurement.

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

- B.1 SERVICES :** The District of Columbia Courts (the Courts) are seeking a qualified Contractor to provide agency CM services in support of the Capital Projects and Facilities Management Division (CPFMD) within the DC Court System of the Courts.
- B.1.1 The Courts' objective for any resultant contract is to structure a framework that will support a successful partnership between the Courts, the CPFMD and the Contractor and will enable the Courts to achieve its yearly objectives within cost, scope, on schedule, and to acceptable levels of quality, safety and performance.
- B.1.2 **TERM OF THE CONTRACT:** The term of the contract will be two (2) years from date of award with three (1 year) option years. The date of award shall be the date the Contracting Officer signs the contract document.
- B.2 CONTRACT TYPE:** The Courts contemplate the award of a Cost-Plus-Fixed-Fee (CPFF) contract resulting from this solicitation. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in **Section F** in accordance with the performance standards specified in **Section F** based on the Description/Specifications/Work Statement found in **Section C** of this solicitation document.
- B.3** The Pre-Proposal Briefing (On-site Meeting) will be held on **November 8, 2018 at 1:00 pm** at:
District of Columbia Courts
Capital Projects and Facilities Management Division
701 7th Street, N.W., Suite 617
Washington, D.C. 20001
Offerors shall provide the following information no later than November 7, 2018:
a) Full name of attendee
b) Name of the Company affiliated with
- 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 year of the option years, for the services specified and in accordance with **Section C**, Description/Specifications/Work Statement, of this Request for Proposal (RFP).

B.5 INDIRECT COSTS

For the Prime Contractor:

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

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

B.6 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 Court;
 - (B) Direct labor;
 - (C) Other direct in-house costs; and
 - (D) Properly allocable and allowable indirect costs, as shown in the proposal records; and

SOLICITATION NUMBER: DCSC-19-RFP-0022

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

B.7 PAYMENT OF FIXED FEE

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

[END OF SECTION B]

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 PURPOSE

The Courts are seeking a Contractor to provide agency Construction Management (CM) services and be an integrated part of the existing CPFMD team. The Courts' intent is to solicit agency CM services is to find a Contractor who is interested in partnering with the Courts and the CPFMD Program Management Office (PgMO) to meet the following objectives:

1. Improve the CPFMD's overall project performance by:
 - a. Managing and administering construction of all projects according to standard operating procedures that are aligned with industry standard practices
 - b. Partnering with the CPFMD PgMO to develop strategies that will improve project performance and resolve project-level issues that arise during construction
 - c. Supporting the CPFMD with 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.
2. Support the CPFMD and the Courts to meet strategic goals by:
 - a. Ensuring that project schedules meet timelines identified in program planning documents and in the DC Courts' Strategic Plan 2018-2022
 - b. Providing a process for resource allocation and capacity management to ensure that the CM has adequate resources in place for timely completion of tasks as work load increases/decreases
3. Support the CPFMD and the Courts to meet financial goals by:
 - a. Ensuring that projects are tracked against the DC Courts' Capital Budget and yearly FY Spending Plans to ensure that projects are being managed within programmed budget/cost
 - b. Providing direct construction management and administration of all the CPFMD projects to improve overall project results—including project success rates, prevention of cost overruns and schedule delays.

C.2 BACKGROUND

- C.2.1 The Courts is comprised of the DC Court of Appeals, the DC Superior Court and the DC Court System. The CPFMD is part of the DC Court System—providing shared services

SOLICITATION NUMBER: DCSC-19-RFP-0022

to the DC Court of Appeals and the DC Superior Court. The DC Courts currently maintain 1.2 million gross square feet (GSF) of space within five (5) Courts-owned buildings in Judiciary Square and maintain the grounds surrounding those buildings.

C.2.2 The Courts' Judiciary Square campus is comprised of the following five (5) Courts-owned buildings (Refer to Attachment J.11a, "The District of Columbia Courts Facilities Master Plan dated November 15, 2013" and Attachment J.11b, "The Judiciary Square Master Plan – Washington, D.C. dated 4 March 2005 for a more detailed description of the campus):

500 Indiana Avenue N.W. (H. Carl Moultrie Courthouse)

515 5th St. NW (known as Building A)

510 4th St. NW (known as Building B)

410 E St. NW (known as Building C)

430 E St. NW (known as Building D/the Historic Courthouse)

C.2.3 Currently, the Courts temporarily house personnel in one (1) leased building near Judiciary Square where alterations and improvements are made by the Courts prior to or during occupation of the leased building:

616 H St. NW (known as the Gallery Place building)

C.2.4 Additionally, the Courts lease seven (7) satellite offices throughout the District of Columbia and one (1) disaster recovery (DR) site located in Germantown, Maryland where alterations and improvements are made by the Courts prior to or during occupation of the leased building. Over the next five (5) years, the Courts anticipates making approximately \$4.5 M in improvements to one (1) satellite office.

C.2.5 The Superior Court of the District of Columbia and its many supporting functions are housed in the H. Carl Moultrie Courthouse. The eight (8)-story building is the Court's largest facility comprising 462,660 occupiable square feet (OSF)/ 680,000 gross square feet (GSF), containing over 90 courtrooms and hearing rooms, and is the focus of most court activities. It is an 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.2.6 Located in close proximity to the Moultrie Courthouse are 515 5th Street, NW (64,544 OSF/113,000 GSF), 510 4th Street, NW (68,713 OSF/107,000 GSF), 410 E Street, NW (27,468 OSF, and 430 E Street, NW (59,779 OSF/115,300 GSF).

SOLICITATION NUMBER: DCSC-19-RFP-0022

- C.2.7 Over the next five (5) years, the Courts has four (4) major renovation initiatives ongoing and planned that requires the Courts to have a Contractor in place who has experience providing integrated agency CM services for interrelated projects, over multiple sites, varying in scale and complexity. It is the expectation of the Courts that the CM fully integrate with the PgMO, the Courts personnel, and other Courts' contractors and vendors who will complete the following program initiatives detailed below in sections C.2.7.1 - C.2.7.4.
- C.2.8 The only initiative funded to date is the completion of the C Street Addition to the east side of the H. Carl Moultrie Courthouse at 500 Indiana Ave N.W. (Phase 2B) and all interrelated projects in Judiciary Square (all listed in Section C.2.7.1), therefore the Contractor will be required to provide personnel to appropriate levels depending on capital and operating funding received in future years and provide personnel who are experienced enough to "dual hat" or fill more than one position 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.
- C.2.9 Completion of the C Street Addition on the east side of the H. Carl Moultrie Courthouse at 500 Indiana Ave N.W. (Phase 2B) and all interrelated projects in Judiciary Square as detailed below:**
- C.2.9.1 Completion of C Street Addition/Phase 2B (Refer to Attachment J.13, C Street Addition Phase 2B Furniture Plans—62,649 gross square feet (GSF), six (6)-level addition with green roof consisting of office space, public space, six (6) trial courtrooms and judge's chambers; goal of LEED Platinum certification
- C.2.9.2 Completion of projects interrelated with the C Street Addition referred to by the CPFMD as Phase 2B concurrent projects, Phase 2B support projects and post Phase 2B projects below:
- C.2.9.3 HCMCB (West) Renovate 3rd Floor Courtroom Sets (approximately 17,200 GSF) that consists of courtrooms, jury rooms and witness rooms.
- C.2.9.4 HCMCB (East/C Level) Construct Reserve Offices and Renovate Public Corridors (approximately 3,900 GSF). Space type to be renovated consists of standard office space and public corridors.
- C.2.9.5 HCMCB (East/C600) Renovate for USMS Administrative Consolidation (approximately 3,100 GSF). Space type to be renovated consists of standard office space.

SOLICITATION NUMBER: DCSC-19-RFP-0022

C.2.9.6 HCMCB (East/4th Level) Construct Training & Conference Rooms, Juror’s Lounge & Juror’s Business Center, Public Restrooms, Video Conference Rm (approximately 15,700 GSF).

C.2.9.7 HCMCB (East/Suite 1195) Renovate Security Office (approximately 800 GSF). Space type to be renovated consists of standard office space.

C.2.9.8 HCMCB (East/C Level) Renovate Press Rm, Pre-Trial Services & Forensic Psychiatrists (approximately 1,300 GSF). Space type to be renovated consists of standard office space.

C.2.10 Relocation of DC Courts personnel from leased space at 616 H Street (Gallery Place building) to DC Courts-owned space in Judiciary Square:

C.2.10.1 Includes complete renovation of Building B at 510 4th Street—(4 floors, approximately 69,000 OSF/107,000 GSF, LEED Silver minimum req.). Space type to be renovated consists of standard office space, courtrooms, jury rooms and chambers.

C.2.10.2 Includes minor renovations of office space in Building A at 515 5th Street (approximately 3,500 GSF). Space type to be renovated consists of standard office space.

C.2.11 Complete systematic multi-year renovation of 60+ courtroom sets (courtrooms, jury rooms and witness rooms) and chambers throughout DC Courts’ facilities in Judiciary Square.

C.2.11.1 completion of this initiative will require that the Contractor work with the PgMO to assist with the update of the DC Courts Design Standards (Attachment J.13) 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.2.11.2 Completion of this initiative will require expertise related to current innovative courtroom Information Technology (IT), Audio Visual (AV) and security technologies.

C.2.12 Planning and completion of operation and maintenance facility projects using an average of \$1.5 - \$2 million in operating funds annually.

C.3 REQUIRED SERVICES

C.3 .1 The Courts requires the following services, and that the CM operates in full partnership with the Courts and the PgMO to complete all tasks required to

SOLICITATION NUMBER: DCSC-19-RFP-0022

professionally and efficiently managing all projects from inception to occupancy. The CM tasks include, but are not limited to:

- (1) Manage projects in alignment with program scope, budget and schedule that are aligned with DC Courts' Strategic Plan 2018-2022.
- (2) support the CPFMD to initiate, plan, administer and manage all projects in a consistent manner that facilitates completion of all projects within cost, on schedule, and to acceptable levels of quality, performance and safety and
- (3) consistently and regularly track and report progress of all projects to ensure adherence to project scope, budget and schedule and to illustrate that all objectives identified in **Section C.1** are being met.

C.3.2 The following services are required of an agency CM to carry out the tasks to be completed 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). It is expected that these services will be performed in full partnership with the PgMO:

C.3.2.1 **Construction Management (CM) Services**

Agency CM services shall be performed in full partnership with the PgMO and the Courts. CM services shall be complimentary to those programmatic and policy-level services performed by the PgMO and shall be more heavily focused on ensuring feasibility, constructability, validating budgeted cost and administering construction contracts to ensure the successful delivery of construction projects program-wide within scope, cost, schedule and of an acceptable level of quality and safety. Though the CM will provide leadership during the construction phase of all projects program-wide (regardless of the project delivery method), it is the DC Courts' expectation that CM services will be provided throughout all project phases, beginning with project initiation and ending only 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 CM 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.3.2.2 CM services required include, but are not limited to, the provision of the following services during the **initiation and procurement phases** of all project(s) administered and managed by the CM program-wide:

SOLICITATION NUMBER: DCSC-19-RFP-0022

- i. Development of Project Management Plans (PMPs)
- ii. Project definition and prioritization support
- iii. Project requirements development
- iv. Project contracting acquisition strategy and delivery method determination support
- v. LEED certification requirement definition and rationale
- vi. Scope of work and RFQ/RFP development support
- vii. Development of independent cost estimates
- viii. Technical evaluations for A/E, GC and vendor selection
- ix. Management of all project pre-bid activities, meetings and site visits
- x. Receiving and archiving of all *initiation* and *procurement*-related documents from Architect/Engineers (A/Es), outside agencies, internal Court tenant groups/occupants, General Contractors (GCs) and vendors, etc. executing project-related work for the Courts.

C.3.2.3 CM services required include, but are not limited to, the provision of the following services during the ***planning & design phases*** of all project(s) administered and managed by the CM program-wide:

- i. Overall design management and AOR oversight
- ii. Feasibility & constructability reviews of design submittals
- iii. Engineering & technical reviews of design submittals for all relevant code, DC Court Design Standards and user requirement compliance
- iv. Engineering & technical reviews of design submittal to ensure inclusion of all owner and tenant space, access, MEP, IT/AV/telecom, security and special requirements
- v. LEED certification reviews
- vi. Design quality assurance (QA)
- vii. Design cost and schedule monitoring
- viii. Value engineering/life-cycle cost analysis
- ix. Independent cost estimates
- x. Commissioning plan development
- xi. Receiving and archiving of all *design*-related documents from A/Es, outside agencies, internal Court tenant groups/occupants, General Contractors (GCs) and vendors, etc. executing project-related work for the Courts.

C.3.2.4 CM services required include, but are not limited to, the provision of the following services during the ***permitting & construction phase*** of all project(s) administered and managed by the CM program-wide:

- i. Overall responsibility and lead for all construction activities
- ii. Obtaining all required project permits
- iii. Construction contract oversight—compliance, administration, management

SOLICITATION NUMBER: DCSC-19-RFP-0022

- iv. Supporting the PgMO to schedule and conduct stakeholder walks during construction
- v. Permit and inspection verification
- vi. Proactive resolution of permitting and city or third-party inspection services
- vii. Shop drawing and construction submittal review
- viii. LEED certification compliance
- ix. Material inspection & testing oversight and documentation
- x. Schedule review, analysis, management and control
- xi. Support FF&E vendor procurement
- xii. FF&E vendor integration into contractor schedule and oversight of all vendor activities
- xiii. Cost tracking, management and control
- xiv. Quality management and control
- xv. Daily on-site monitoring and inspection of ongoing work for compliance with contract requirements, relevant codes and industry standard practices.
- xvi. Enforcing standard construction outage processes, policies and procedures consistently across all projects managed program-wide.
- xvii. Construction QA inspections
- xviii. Document control
- xix. Receiving and archiving of all *construction*-related documents from A/Es, outside agencies, internal Court tenant groups/occupants, General Contractors (GCs) and vendors, etc. executing project-related work for the Courts.
- xx. Change management
- xxi. Construction claims avoidance and resolution
- xxii. Invoice and pay application review, approval recommendation and processing
- xxiii. On-site project safety oversight
- xxiv. Equipment start-up and commissioning
- xxv. Punchlist completion and construction closeout

C.3.2.5 CM services required include, but are not limited to, the provision of the following services during the *post-construction phase* of all project(s) administered and managed by the CM program-wide:

- i. Owner acceptance and base building turnover coordination and management
- ii. As-built drawing review
 - Field-verifying accurate documentation of the as-built condition prior to acceptance by the Courts.
- iii. Tenant move coordination through final occupancy
 - Providing on-site support to all Furniture, Fixtures and Equipment (FF&E) and Tenant Move-In (TMI) vendors during the FF&E and TMI phases across all projects managed program-wide.
- iv. LEED certification close-out
- v. Equipment commissioning oversight & training coordination

- vi. Contract close-out
- vii. Operation and Maintenance (O&M) manuals collection & review
- viii. Recordation of contractor and vendor guarantees and warranties into the DC Courts' asset management programs (Manager Plus and FM Systems)
- ix. Receiving and archiving of all *post-construction phase*-related documents from A/Es, outside agencies, internal Court tenant groups/occupants, General Contractors (GCs) and Court vendors, etc. executing project-related work for the Courts.
- x. Scheduling, coordinating and conducting three (3) month, six (6) month, nine (9) month and final/one (1) year warranty walks with the CPFMD O&M team.

C.3.2.6 Project Management (PM) Services

PM services shall be fully integrated with CM services, focusing on the management of individual DC Courts' projects 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 PM services will be provided 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 projects are managed in a similar and consistent way for maximum time and cost efficiency.

C.3.2.7 Owner's Representative Services

Owner's representative services are inherent to CM and PM services in that the CM is the owner's agent—ultimately and exclusively responsible to the owner and performs all services in the owner's best interest. Owner's Representative Services required may extend beyond CM services listed above to include, but not limited to, the provision of the following services in support of meeting program objectives:

- i. Land/building acquisition support
- ii. Owner occupant (tenant) outreach, reporting and coordination
- iii. Program and project regulatory agencies outreach, reporting and coordination
- iv. Outside-agency stakeholder outreach, reporting and coordination
- v. Community outreach, reporting and coordination
- vi. Requirements definition and documentation for owner occupants, regulatory agency or outside agency stakeholders
- vii. Public-Private Partnership (P3) development support

SOLICITATION NUMBER: DCSC-19-RFP-0022

[END OF SECTION C]

SECTION D - PACKAGING AND MARKING

This section is not applicable to this solicitation

SECTION E – INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES

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

[END OF SECTION E]

SECTION F - DELIVERIES AND PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract will be two (2) years from date of award with three (1 year) option years. The date of award shall be the date the Contracting Officer signs the contract document.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

F.2.1 The prices for the option periods shall be as specified in 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.

F.3 PERFORMANCE/DELIVERABLES

F.3.1 All deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall furnish employees and anything additional required outside of what the Courts will provide as detailed in Section H.3.1—such as office supplies, materials, equipment—necessary to meet the requirements of this Contract. The cost for these items shall be included in the Contractor's cost.

F.3.2 The CM shall provide required services (consistent with the most recent version of the *CMAA's Construction Management Standards of Practice*) to meet the Courts' purpose as defined in **Section C.1** and shall provide deliverables sufficient to justify compliance. The Courts have defined specific deliverables and have incorporated them into several documents that have been produced by the current program and

project team within the last few years. The list of deliverables below is not meant to be prescriptive, but identifies the project-level documents the CPFMD is currently using that the CM should (1) comply with while administering and managing all projects (2) support the PgMO to continuously revise/improve and (3) support the PgMO to ensure compliance program-wide:

F.3.3 As detailed in **Section C.1**, the Contractor who is interested in partnering with the Courts, the CPFMD and the PgMO will play a key role supporting the Courts by providing deliverables that will contribute to achieving the following objectives:

- ✓ Improve the CPFMD's overall performance
- ✓ Support the CPFMD and DC Courts to meet strategic goals
- ✓ Support the CPFMD and DC Courts to meet financial goals

F.3.4 IMPROVE THE CPFMD'S OVERALL PERFORMANCE

The Contractor selected shall operate with an integrated team approach from inception and planning of the CPFMD's projects to supporting the entire CPFMD team (to include CPFMD personnel, contractor personnel and vendors) to successfully deliver all projects within scope, schedule, budget and to an acceptable level of quality performance and safety. The CM shall also operate with the intent to improve the CPFMD's overall performance and provide deliverables sufficient to justify that CPFMD's overall performance is being improved. Below is a list of items that the Courts deems essential to meeting this objective. This list of items is not meant to be prescriptive, but identifies the expectations of the Courts and should provide the Contractor with a baseline for developing a plan to meet the objective:

F.3.4.1 Project Resource Management: The Contractor shall be responsible for resource allocation and capacity management to ensure that the CM has adequate resources in place for timely completion of projects as project work load increases or decreases.

F.3.4.2 Project Integration Management: The Contractor shall ensure that all Construction Management Plans (CMPs), Project Management Plans (PMPs), and any other management plans proposed by the CM are fully integrated and aligned with the accepted PgMP and that all Courts personnel, CPFMD personnel, contractor personnel and vendor efforts/activities are fully coordinated to ensure project objectives are met.

F.3.4.3 Project Procurement Planning: The Contractor shall be responsible for supporting the Courts and the PgMO to plan procurement for all projects that the CM has responsibility for by partnering with the Courts to support all procurement-related activities to include, but not limited to, the following:

SOLICITATION NUMBER: DCSC-19-RFP-0022

- a) Supporting the development of procurement strategies and schedules
- b) Supporting the planning and the coordination of additional professional services including architects, interior designers, planners, project managers, general contractors; and any other professional services required to complete project tasks.
- c) Developing Independent Government Estimates (IGEs) for Request for Proposals (RFPs) released for construction projects.
- d) Technical evaluations for A/E, GC and vendor selection

F.3.4.4 Project Communications Management: The Contractor shall be responsible for proactively managing communications at the project level to ensure that basic status reporting and broader specialized communication with outside agencies and high-level stakeholders is executed seamlessly and in full partnership with the Courts.

F.3.4.5 Project Risk Management: The Contractor shall be responsible for determining how risk will be managed and mitigated at the project level and for proactively managing project scope, schedule and budget risk in order to minimize risk during project delivery.

F.3.4.6 Project Quality Management: The Contractor shall be responsible for overall quality on projects by enforcing design and construction quality assurance standards, policies and procedures that will ensure quality design, new construction, renovation, repair, replacement and renewal projects.

F.3.4.7 Project Safety Management: The Contractor shall be responsible for overall safety on projects by enforcing safety standards, policies and procedures that will ensure safety on all projects.

F.3.4.8 Project Design Management: The Contractor shall be responsible for all project-level design related activities to include, but not limited to, the following:

- a) Conducting feasibility & constructability reviews of design documents and drawings for all projects on behalf of the Courts.
- b) Conducting technical reviews of design documents and drawings for code, DC Courts Design Standards, and user requirement compliance.
- c) Conducting reviews of design documents and drawings to ensure that designs adhere to the CPFMD Naming Convention, the CPFMD Electronic Data Standards, the CPFMD Document Control Standards, the CPFMD Division 01—General Requirements specification and all other applicable general and Courts-specific requirements and standards.
- d) Ensuring that all design document and drawing comments are resolved prior to Courts acceptance.

- e) Field-verifying design drawings to ensure stakeholder and contract requirements are met.
- f) Facilitating PgMO receipt of all design-related closeout documents, file closeout documents, and confirming accurate documentation of the as-built condition prior to acceptance by the Courts.
- g) Complying with design document filing and storage/archiving system (hard and soft copy).

F.3.4.9 Project Asset Management: The Contractor shall be responsible for all asset management-related activities to include, but not limited to, the following:

- a) Reviewing all project Operation & Maintenance (O&M) manuals.
- b) Recording contractor and vendor guarantees and warranties into the DC Courts asset management programs (the Courts is currently using Manager Plus to capture fixed assets).

F.3.4.10 Project Space & Move Management: The Contractor shall be responsible for coordination of all project tenant moves with the Courts move team through final occupancy.

F.3.4.11 Project Scope Management: The Contractor shall support the Courts PgMO to develop project scopes, ensure that all project requirements are met and deliverables are received proper to Courts review and acceptance and project contract closeout.

F.3.4.12 Project Scope Change Management: The Contractor shall be responsible for all scope change-related activities to include, but not limited to, the following:

- a) Coordinating with the PgMO to ensure that all stakeholder and owner-requested changes are accurately captured, and project and program impact is assessed prior to Courts review, acceptance and implementation.
- b) Reviewing and validating all proposed project change order costs prior to Courts acceptance and implementation.
- c) Presenting cost analysis data to support change order cost-related recommendations to the Courts.

F.3.4.13 Project Construction Management: The Contractor shall provide all CM, PM and Owner's Representative services (detailed in section C.3) required to administer and manage the construction of all projects program-wide consistently and according to the PgMO 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.

F.3.4.14 Construction Management Plan (CMP)

SOLICITATION NUMBER: DCSC-19-RFP-0022

The Contractor selected shall submit a draft written CM Plan (CMP) for review and acceptance by the PgMO and the Courts within thirty (30) calendar days of contract award.

F.3.4.14.1 The final version of the CMP shall be fully coordinated with the PgMP (to be provided 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 CMPs will be integrated program-wide.

F.3.4.14.2 CM Plan shall include, at a minimum, the Contractor's proposed CM Organizational Chart, CM Financial/Budget Management Plan, CM Stakeholder Management Plan, CM Integration Management Plan, CM Scope Management Plan, CM Change Management Plan, CM Resource Management Plan, CM Schedule Management Plan, CM Communications Management Plan, CM Procurement Management Plan, CM Risk Management Plan, CM Quality Assurance Plan, CM Safety Plan

F.3.4.14.3 The Contractor selected shall address, at a minimum, the following within the CMP:

- a) The CMP shall clearly identify the roles, responsibilities and authority of the CM team and the policies, procedures and standards followed by all members of the CM team.
- b) The CMP shall address how CMP will be integrated with the PgMP and Project Management Plans (PMPs) provided by the CM, other Courts personnel, and contractors and vendors program-wide.
- c) The CMP shall identify how projects will be tracked, measured and reported to the Courts in a way that (1) illustrates overall project progress and health and (2) that the Courts' financial and strategic objectives are being met at the project level. The CMP shall also specify how, when, where and to whom reports will be delivered for review and acceptance or for information only (FIO).
- d) The CMP shall identify how the Contractor will manage updates to all contents of the CMP after the first version is accepted by the Courts and ensure that all updates are distributed externally to all relevant Courts personnel and internally to the CM team.

F.3.4.15 CPFMD Standard Operating Procedures (CPFMD SOP)

In an effort to standardize processes and identify responsibilities program-wide, the CPFMD has made a considerable effort to develop a DRAFT Standard

SOLICITATION NUMBER: DCSC-19-RFP-0022

Operation Procedures (SOP) manual (Attachment, J15). The DRAFT CPFMD SOP (currently still undergoing revisions) has not been officially released to the CPFMD personnel, contractor personnel or vendors for compliance. The CM shall not only operate in compliance with the CPFMD SOP when officially released, but shall also support the CPFMD by providing sufficient services to complete the following tasks related to the CPFMD SOP:

- F.3.4.15.1 The CM shall support the PgMO to coach and ensure all CM team members operate in compliance with the CPFMD SOP program-wide.
- F.3.4.15.2 The CM team selected shall support the PgMO's efforts to release the CPFMD SOP to the entire CPFMD team, ensure CM compliance with the CPFMD SOP once released, and support revision of the CPFMD SOP bi-annually.
- F.3.4.15.3 The CM selected shall support the PgMO effort to revise the CPFMD SOP bi-annually to include all CM-related operational changes, improvements and lessons learned and any other relevant updates in alignment with industry standard practices.
- F.3.4.15.4 Review of the most current version of the CPFMD SOP will reveal that the most common acquisition strategy for projects that CPFMD executes has historically been design-bid-build. The CM shall provide contracting acquisition strategy and delivery method determination support to the PgMO based on the best fit for individual projects or contract type and shall support the revision of the CPFMD SOP to reflect the implementation of different acquisition strategies and delivery methods as they are implemented by the CPFMD.
- F.3.4.16 CPFMD Naming Convention**

The Contractor selected shall provide all services necessary to (1) comply with the CPFMD Naming Convention and (2) ensure that all documents received from the A/E(s), outside agencies, internal Court tenant groups/occupants, GCs, vendors, etc. comply with the CPFMD naming convention prior to review by the CM and acceptance by the Courts.
- F.3.4.16.1 In an effort to standardize documentation and improve tracking efforts program-wide, the CPFMD has developed a naming convention to be used for all the projects. The naming convention has not been officially released to the CPFMD personnel, contractor personnel or vendors for compliance and therefore is not currently being enforced.
- F.3.4.16.2 The CM Contractor selected shall support the CPFMD by ensuring CM team and project team compliance with the CPFMD naming convention, once released.

SOLICITATION NUMBER: DCSC-19-RFP-0022

Compliance shall extend to all deliverables required by all CPFMD contracts— soft copy, hard copy, online, share point, shared file and shared drive documents, presentations, reports, drawings, schedules, etc.

- F.3.4.16.3 The Contractor selected shall support the CPFMD by ensuring that all documents received by the CM from the A/E(s), outside agencies, internal Court tenant groups/occupants, GC(s), vendors, etc. comply with the CPFMD naming convention prior to review by the CM. The CM shall be responsible for ensuring that all documents received by the CM comply with the CPFMD Naming Convention prior to acceptance by the Courts.

F.3.4.17 CPFMD Document Control Standard

The Contractor shall provide all services necessary to maintain and ensure compliance with a program and project document control standard.

- F.3.4.17.1 In an effort to standardize a file storage and retrieval processes program-wide, the CPFMD has adopted standard hard copy (binder), soft copy (shared drive) and online (www.procoretech.com) file structures by which to store and retrieve program and project files. The hard copy, soft copy and online file structures have not been reviewed, integrated and officially released to the CPFMD personnel, contractor personnel or vendors as a program-wide document control standard.

- F.3.4.17.2 The Contractor selected shall support the CPFMD by providing sufficient services to complete the following tasks related to a program-wide document control standard:

- a) Support the PgMO effort to review all soft copy, hard copy, online, share point software, etc. formats for storing and retrieving program and project files with the intent of developing an integrated program-level and project-level document control standard.
- b) After release, support the PgMO effort to plan, schedule and conduct tutorials/instructional sessions to demonstrate to the entire CPFMD team how to create, file, deliver and retrieve files, etc. in a manner that is consistent with the approved CPFMD document control standard.
- c) After tutorials, ensure CM team compliance with the document control standard and project team compliance on all projects administered and managed by the CM.
- d) Support the PgMO effort to ensure that the requirement to comply with the document control standard is incorporated into all contracts solicited and awarded by the CPFMD in the future.

F.3.4.18 CPFMD Electronic Data Standard

SOLICITATION NUMBER: DCSC-19-RFP-0022

The Contractor selected shall support the CPFMD by providing sufficient services to complete the following tasks related to an electronic data standard.

- a) Support the PgMO effort to develop requirements for an electronic data standard that facilitates the provision of timely, accurate and consistent electronic data that will be used to populate FM Systems and other project management and facility management software that the CPFMD is currently using and is planning to use in the future.
- b) After release of the electronic data standards, support the PgMO efforts to plan, schedule and conduct tutorials/instructional sessions as required to demonstrate to the entire CPFMD team members who will review electronic submissions how to identify if electronic data standards are being met.
- c) After tutorials, support the PgMO efforts to ensure program-wide compliance with the electronic data standard.
- d) Support the PgMO efforts to ensure that the requirement to comply with the electronic data standard is incorporated into all contracts solicited and awarded by the CPFMD in the future.

F.3.4.19 CPFMD Division 01—General Requirements Specification (Attachment, J.16)

F.3.4.19.1 In an effort to standardize operational specifications program-wide, the CPFMD has slightly customized the Division 01—General Requirements section of the Construction Management Institute’s (CSI’s) Master Format standard to develop general requirements for all capital projects awarded by the DC Courts.

F.3.4.19.2 The customized Division 01—General Requirements specification has been incorporated as a requirement in some construction contracts awarded by the CPFMD, but has not consistently been incorporated as a requirement in all contracts awarded by the CPFMD program-wide. In order to be able to do that, the Division 01—General Requirements specification requires further customization.

F.3.4.19.3 The Contractor selected shall support the CPFMD by providing sufficient services to complete the following tasks related to the CPFMD Division 01—General Requirements specification:

- a) Support the PgMO effort to further customize the existing Division 01—General Requirements specification for acceptance by the Courts.
- b) After acceptance by the Courts, ensure project compliance with the Division 01—General Requirements specification once customization is complete and a revised version is released.

SOLICITATION NUMBER: DCSC-19-RFP-0022

- c) Ensure that the requirement to comply with the Division 01—General Requirements specification is attached to all project contracts solicited and awarded by the CPFMD in the future as a standard requirement.

F.3.4.20 Project Schedule Management: The Contractor shall be responsible for all program and project-level schedule related activities to include, but not limited to, the following:

F.3.4.20.1 **Program-Level:** The CPFMD has begun the effort to overhaul the existing **CPFMD Integrated Program Schedule (CPFMD IPS)** (Attachment, J.17) to include all ongoing and planned projects through 2025. The CPFMD IPS will be 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 Courts’ master planning documents.

F.3.4.20.2 The Contractor selected shall support the CPFMD by providing sufficient services to complete the following tasks related to the CPFMD IPS:

- a) Support the PgMO effort to complete the CPFMD IPS to include all ongoing, planned and budgeted projects through the end of fiscal year 2025. The CPFMD IPS shall be fully cost-loaded and shall capture all critical path relationships and touch points program-wide.
- b) Assist the Courts with earned value analysis of integrated project schedules and the CPFMD IPS and developing “what if” scenarios in response to program scope, budget and schedule information calls and presentation requests from the CPFMD team members, members of the Courts Executive Office, the Clerk of the Courts, the Chief Judges, members of the Joint Committee on Judicial Administration, DC Courts Building and Grounds Committee, OMB, the US Marshall Service, and other relevant stakeholders.
- c) Review all schedule submissions for projects administered and managed by the CM to ensure that they are aligned with the CPFMD IPS prior to acceptance by the Courts.
- d) Review all requested project schedule changes and proposed recovery schedules for projects administered and managed by the CM and coordinate with the PgMO to identify impacts to CPFMD IPS prior to acceptance by the Courts.

F.3.4.20.3 The CM shall support the PgMO effort to develop standard project schedule submission requirements for all projects program-wide. Schedule submission requirements shall address the following, at a minimum:

- a) General schedule submittal format and content

SOLICITATION NUMBER: DCSC-19-RFP-0022

- b) Initial schedule, baseline schedule, and integrated project schedule requirements
- c) Resource loading and cost loading requirements
- d) Activity, critical path, and narrative requirements
- e) Major completion milestone and milestone roll-up requirements
- f) Schedule acceptance criteria and process

F.3.4.20.4 After standard project schedule submission requirements are developed; the CM shall support the PgMO effort to plan, schedule and conduct tutorials/instructional sessions as required to ensure the entire CPFMD team (to include all CPFMD personnel, contractor personnel and vendors) are informed of the new requirement to be enforced program-wide.

F.3.4.20.5 After standard project schedule submission requirements are developed, the CM shall support the PgMO effort to ensure inclusion of the requirements in all relevant contract documents developed by the CM.

F.3.4.20.6 After standard project schedule submission requirements are developed, the CM shall review all project schedule submissions to ensure compliance with standards prior to acceptance by the Courts.

F.3.4.20.7 The CM shall support the PgMO effort to develop individual project planning schedules during the planning phase of all projects.

F.3.4.20.8 **Project-Level:** The CM shall be responsible for all project-level schedule related activities as identified in **Section C.3** and as the CM will detail in the CMP and individual project PMPs that will be accepted by the Courts.

F.3.4.21 DC Courts Design Standards (Attachment J.13). The Contractor selected shall provide all services necessary to ensure project compliance with the DC Courts Design Standards.

F.3.4.21.1 The Contractor selected shall support the CPFMD by providing sufficient services to complete the following tasks related to the DC Courts Design Standards:

- a) Support the PgMO effort to make continuous revisions to the DC Courts Design Standards to reflect lessons learned improvements and ensure updated versions are distributed, in a consistent and standard format, to all CM team members involved in the administration and management of Courts' projects.
- b) Support the PgMO effort to ensure that the requirement to comply with the DC Courts Design Standards is incorporated into all relevant design, construction and vendor contracts solicited and awarded by the CPFMD in the future.

F.3.4.21.2 The CM shall support the PgMO effort to standardize and institutionalize operating processes and procedures that are aligned with industry standard practices.

F.3.4.22 Project Tracking, Reporting & Meetings. The Courts have recently implemented a monthly and quarterly program-wide reporting and meeting requirement (Attachment J.18, CPFMD Program Alignment with Program Budget) as a first-step effort to track program spending against the annual capital and operating funds received. The CM selected shall ensure effective monthly and quarterly reporting by all CM team members as detailed in Attachment J.18).

F.3.4.22.1 The CM selected shall identify in the CM Plan how project and program efforts will be tracked, measured and reported to the Courts in a way that (1) illustrates overall project progress and health and (2) that the Courts' financial and strategic objectives are being met at the project level. The CM Plan shall also specify how, when and to whom reports will be delivered.

F.3.4.22.2 The CM selected shall also support the PgMO effort to improve upon and update the reporting requirements as necessary to ensure that project and program reporting is complete, fully coordinated across project teams and accurate. Below is a list of program and project reports required, at a minimum, that should be considered when developing the tracking and reporting requirements to be included in the CM Plan:

F.3.4.22.2.1 Project Reporting (minimum required)

- a) Daily Construction Report (during construction). Report format TBD via CM and PgMO coordination.
- b) Weekly Project Progress Report for each project (throughout project life-cycle). Report format TBD via CM and PgMO coordination.
- c) Monthly Reports/Project Health Update (throughout project life-cycle) (Details may be found in Attachment J.18)
- d) Monthly GC Performance Report (during the Period of Performance (POP) of the GC's contracts). Report format TBD via CM and PgMO coordination.
- e) Monthly Lessons learned log update. Report format TBD via CM and PgMO coordination.
- f) Quarterly Report/Project Health Update (throughout project life-cycle). (Details may be found in Attachment J.18)
- g) Annual Report (all project milestones completed, project-related accomplishments and program-related accomplishments). Report format TBD via CM and PgMO coordination.
- h) Incident Reports (within 24 hours of incident)

- i) Claims (as requested by COTR)

F.3.4.22.2.2 Program-Level Meetings (minimum required)

- a) Quarterly CPFMD Budget & Program Alignment Meetings
- b) Quarterly CPFMD Budget Planning Team Meetings (minimal/as required)
- c) Quarterly Lessons Learned Meeting

F.3.4.22.2.3 Project Meetings (minimum required)

- a) Weekly Project Progress Meetings
- b) All other project meetings as scheduled

F.3.4.23 SUPPORT THE CPFMD AND DC COURTS TO MEET STRATEGIC GOALS

The Contractor selected shall operate with an integrated team approach from inception and planning of the CPFMD's projects to supporting the entire CPFMD team (to include CPFMD personnel, contractor personnel and vendors) to successfully deliver all projects within scope, schedule, budget and to an acceptable level of quality performance and safety.

The CM shall also operate with the intent to ensure the Courts' strategic goals are met and provide deliverables sufficient to justify that the Courts' strategic goals are being met.

- F.3.4.23.1** Below is a list of items that the Courts deems essential to meeting this objective. This list of items is not meant to be prescriptive, but identifies the expectations of the Courts and should provide the Contractor with a baseline for developing a plan to meet the objective:

- a) The Contractor shall ensure that all project documents produced and revised and/or updated by the CM are done so in support of the DC Courts' Strategic Plan 2018-2022 (Attachment, J.14)
- b) The Contractor shall ensure that project schedules are managed and controlled to meet timelines identified in planning documents and in the DC Courts' Strategic Plan 2018-2022 (Attachment, J.14)
- c) Project Stakeholder Management: In partnership with the DC Courts, the Contractor shall be responsible for actively engaging with all project

stakeholders (as the Contractor details in the accepted CMP and individual project PMPs) to capture and manage stakeholder expectations, gain and maintain stakeholder support and mitigate stakeholder opposition related to the projects with the intent of meeting the Courts' strategic goals.

F.3.4.24 SUPPORT THE CPFMD AND THE COURTS TO MEET FINANCIAL GOALS.

The Contractor selected shall operate with an integrated team approach from inception and planning of the CPFMD's projects to supporting the entire CPFMD team (to include CPFMD personnel, contractor personnel and vendors) to successfully deliver all projects within scope, schedule, budget and to an acceptable level of quality performance and safety.

The CM shall also operate with the intent to ensure the Courts meet its financial goals and provide deliverables sufficient to justify that the Courts' financial goals are being met.

F.3.4.24.1 Below is a list of items that the Courts deem essential to meeting this objective. This list of items is not meant to be prescriptive, but identifies the expectations of the Courts and should provide the Contractor with a baseline for developing a plan to meet the objective:

- a) **Project Cost Management:** The Contractor shall be responsible for overall management, tracking and reporting of the project costs and providing all cost-related services to ensure projects are completed within budget.
- b) The Contractor shall support the PgMO to develop a yearly budget for OMB acceptance, develop spending plans, provide estimated program and project costs in support of budget development, and monitor program financials throughout the budget year. The Contractor shall ensure that all projects are tracked against the Courts' annual capital budget and yearly fiscal year spending plans to ensure that projects are being managed within budget/cost.

F.4 CONTRACTOR REQUIREMENTS

F.4.1 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

SOLICITATION NUMBER: DCSC-19-RFP-0022

maintenance.

- F.4.2 The Contractor shall provide required services to meet the requirements detailed in **Section C and Section F.3**. The deliverables identified throughout **Section C, Section F.3** and the deliverables summarized in the table below are the deliverables that the Courts deem essential to meeting the Courts three (3) primary objectives. The Contractor shall provide any additional deliverables they deem necessary to successfully manage the program and to justify that the Courts objectives and the contract requirements are being met.
- F.4.3 The Contractor shall provide the Courts’ COTR with one (1) electronic file format copy, one (1) electronic pdf format and one (1) hard copy of each initial deliverable listed on or before the designated due dates identified in the chart below. In addition, the Contractor shall provide proposed schedules containing completion milestones for all plans that are submitted to the Courts.

Section Reference	Deliverables (details provided in section referenced)	Due Date (in calendar days)	Deliver To
C.3/F.3.4.2	Project Management Plan (PMP)	During initiation phase of each project or within 30 calendar days of project assignment to CM	PgMO & COTR
F.3.4.14	DRAFT Construction Management Plan (CMP)	Thirty (30) days after CM contract award	PgMO & COTR
F.3.4.14	REVISED Construction Management Plan (CMP)	Ninety (90) days after CM contract award	PgMO & COTR
F.3.4.22.2	Weekly Project Progress Report	Weekly after project assignment to CM	PgMO & COTR
F.3.4.22.2	Monthly Project Report	Monthly after project assignment to GC	PgMO & COTR
F.3.4.22.2	Daily Construction Report	Daily starting the day of construction contract award and ending on the day after GC turnover to the Courts	PgMO & COTR
F.3.4.22.2	Monthly GC Performance Report	Monthly starting one month after the day of construction contract award and ending on the last day of the POP	PgMO & COTR
F.3.4.22.2	Monthly Lessons Learned Log Update	Monthly after project assignment to CM	PgMO & COTR
F.3.4.22.2	Quarterly Report	Quarterly based on Fiscal year (FY) calendar	PgMO & COTR

SOLICITATION NUMBER: DCSC-19-RFP-0022

F.3.4.22.2	Annual Report	October of each calendar year	PgMO & COTR
F.3.4.22.2	Quarterly CM Contract Financial Report	Quarterly, beginning the day of CM contract award	

F.5 STANDARD OF PERFORMANCE

The Contractor shall provide a high standard of professional service. In determining whether the Contractor has performed accordingly, it is understood and agreed that the Courts will measure the amount and quality of the services required by the contract against the representations made by the Contractor in the written proposal provided during the solicitation process.

Performance Metric	Required Service	Performance Indicator	Monitoring Method
Accuracy/ completeness/ technical proficiency	All work products shall be complete, accurate, and conducted according to industry standards.	Draft and final work products are complete and accurate and were conducted in a technically-competent and appropriate manner.	The COTR review of work products may include external peer review of deliverables. The Courts reserves the right to perform any inspection and audit as deemed necessary to assure that the Contractor's services conform to contract requirements.
Timeliness	All work products shall be completed on timeline requested by the Courts in order to be most effective and used for intended purpose.	Contractors' deliverables are provided on timeline requested by the Courts or defined in the contract and all accepted schedules submitted by the Contractor unless modified with COTR concurrence.	The COTR will review deliverables with respect to the timeline requested by the Courts or defined in the contract and in accepted Contractor schedules accepted by the Courts during the contract period.
Responsiveness	The Contractor shall be responsive to requests for clarifications on submitted work products or to refinements to the work based on changing needs	The Contractor is able to provide requested information or make adjustments to work products that provide benefit(s) to the Courts without undue delays.	The COTR will review the Contractor's ability to adjust task work in response to changing conditions, needs, and unexpected circumstances.

SOLICITATION NUMBER: DCSC-19-RFP-0022

	(but within the contract scope).		
Communication	The Contractor shall proactively keep the Courts apprised of all issues related to the conduct of the task including, but not limited to progress of work, any issues that affect the multiple Contractor's ability to meet schedule or budget requirements, or unforeseen logistical issues.	The Contractor shall provide both regular updates on the progress of work under the task order and notify the COTR of any unanticipated circumstances that affect either the analytics/logistics of the project(s) scope, schedule, or budget.	The COTR will review both regular and ad hoc updates and program-related communication.
Cost	The Contractor shall proactively manage financial status and health of the CM contract.	Contractor shall provide Quarterly Financial report to demonstrate actual costs incurred against the Contractor's cost proposal and spending.	The COTR will review all cost-related reporting to determine if Contractor is performing within proposed cost.

F.6 KEY PERSONNEL/ROLES AND RESPONSABILITIES

The following positions are designated as Key Personnel. It is the Court’s view that the expertise of identified key personnel are essential to meeting the Court’s objectives, however, the Courts may accept key personnel who have the expertise to serve dual roles contingent upon submission of dual role justification and resumes that prove knowledge and experience that meet the minimum qualifications for both roles. Key personnel who the Courts may accept for dual roles are designated below with a note (dual role permissible). The Contractor shall propose a total of six (6) personnel who have the expertise to serve the roles identified below. Should the Contractor deem it necessary to provide additional roles/personnel to meet the RFP requirements, then the Contractor shall specify the role proposed and the justification for the additional role:

- a) Lead Construction Manager/CM Team Lead
- b) Project Construction Manager (dual role permissible)
- c) Project Manager (dual role permissible)
- d) Certified Cost Estimator/Analyst (CCEA)

F.6.1 Changes to Key Personnel

The personnel specified above are deemed essential to the work being performed hereunder. During the first sixty (60) calendar days of performance, the Contractor shall make no substitutions of key personnel unless illness, death, or termination of employment necessitates the substitution. Should any of these events occur, the Contractor shall notify the CO and the COTR as soon as possible after the event and meet the requirements specified below regarding substitutions.

After the initial sixty (60) 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.6.2 Minimum Qualifications for Key Personnel

The key personnel are expected to fulfill the following responsibilities, meet the following minimum qualifications and possess the following credentials:

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.

F.6.2.1 Lead Construction Manager (CM)/CM Team Lead

Minimum Experience: The Contractor shall propose a candidate with extensive experience managing construction as part of an integrated PgM/CM team to complete large government projects with considerable years of that experience managing programs with budgets exceeding \$50,000,000.

The proposed candidate shall demonstrate the following:

- i. Experience collaborating with peers and government agencies or commercial clients

SOLICITATION NUMBER: DCSC-19-RFP-0022

to develop, implement, track and report construction management plans (CMPs), project scopes, project budgets and project schedules.

- ii. Experience establishing standard construction management processes, procedures and personnel responsibilities and effectively mobilizing and managing CM teams.
- iii. Experience implementing comprehensive project controls to manage time, cost, scope, quality and safety.
- iv. Experience proactively integrating different facets of the construction process—planning, design, procurement, construction and commissioning to successfully deliver projects.
- v. 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.
- vi. The ability and experience to interact with all levels of client management structure, express ideas clearly and solve complex problems related to master planning, facility planning and management and design and construction of commercial and government buildings.
- vii. 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.
- viii. 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:

- CCM® or PMP® professional credential *required* (years of experience may also be considered in lieu of credentials)
- LEED AP® BD+C professional credential *preferred*

F.6.2.2 Project Manager (dual role permissible)

Minimum Experience: The Contractor shall propose a candidate with at least seven (7) 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 \$50,000,000.

SOLICITATION NUMBER: DCSC-19-RFP-0022

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 construction projects.
- iv. Experience implementing comprehensive project controls to manage time, cost, scope, quality and safety.
- v. Experience proactively integrating different facets of the construction process—planning, design, procurement, construction and commissioning—to successfully deliver projects.
- vi. Experience administering and managing construction projects according to industry standard processes and procedures and consistent with *CMAA's Construction Management Standards of Practice*.
- vii. 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.
- viii. 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.
- ix. Functional knowledge of Manager Plus (or similar) fixed asset management platforms.
- x. Functional knowledge of Primavera P6 to effectively and efficiently manage project portfolios.
- xi. 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.

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

Required and preferred credentials are as follows:

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

F.6.2.3 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 \$50,000,000.

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 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.
- iii. A strong knowledge of permitting construction in the District of Columbia.
- iv. Experience operating successfully within an integrated team environment, having the ability to engage peers, general construction contractors, other construction vendors and all levels of client management structure (possessing varying levels of construction knowledge) to solve complex problems related to construction.
- 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 enforce adherence to contract requirements, building and construction standards, and agency-standard construction operating processes and procedures.
- vi. The ability to assemble and analyze program construction schedule and budget data to develop clear arguments key to making construction-related decisions or solving construction-related problems and expressing those arguments, in writing and presentation format, clearly and persuasively.
- vii. Functional knowledge of Primavera P6 to effectively and efficiently manage project portfolios.
- viii. 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 ten (10) years of experience and professional credentials in the commercial or government building industry.

SOLICITATION NUMBER: DCSC-19-RFP-0022

Required and preferred credentials are as follows:

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

F.6.2.4 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. A strong knowledge of current construction industry practices and current digital tools utilized for construction cost data analysis (such as RSMeans Data).
- ii. Past experience developing Independent Government Estimates (IGEs) or Independent Cost Estimates (ICEs) for government new construction and renovation programs.
- iii. Past experience developing architectural drawing estimates and Rough Order of Magnitude (ROM) project calculations for budget planning purposes.
- iv. Past experience reviewing renovation and new construction change order estimates and validating costs to support owner negotiations.

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

- CCEA® professional credential required or similar credential to demonstrate knowledge *required*.

[END OF SECTION F]

SECTION G -CONTRACT ADMINISTRATION DATA

G.1 Payment/Invoices

G.1.1 The Courts will make invoice payments under the terms and conditions specified in the contract. The Contractor will be compensated upon completion and acceptance of the work as specified in the contract and the timely submission of deliverables as per F.4.3. 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.

SOLICITATION NUMBER: DCSC-19-RFP-0022

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

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 Tax Exempt

G.3.1 The Courts is exempt from taxation pursuant to D.C. Code 47-2005(1).

G.4 Prompt Payment Act

G.4.1 The Courts will pay interest (late charge) on each electronically received and approved invoice pursuant to the Prompt Payment Act, 31 U.S.C. 3901 et seq.

G.4 BILLING/PAYMENT

G.4.1 Payment to the Contractor for items delivered and services satisfactorily performed shall be made by the Courts schedule 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 AUDITS

G.5.1 At any time or times before final payment and three (3) years thereafter, the Contracting

SOLICITATION NUMBER: DCSC-19-RFP-0022

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:

Louis W. Parker
Administrative Officer
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 616
Washington, D.C. 20001
Telephone: 202-879-2803
Facsimile: 202-879-2835

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:

Mary Ann Satterthwaite
District of Columbia Courts
616 H Street, N.W., Suite 616
Washington, D.C. 20001

G.7 AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER

G.7.1 The COTR will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in this contract. It is understood and agreed that the COTR shall not have authority to make changes in the scope or terms and conditions of the contract.

G.7.2 TECHNICAL DIRECTIONS/RELATIONSHIP WITH THE COURT

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

LIMITATIONS: The Contracting Officer’s Technical Representative is not empowered

SOLICITATION NUMBER: DCSC-19-RFP-0022

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

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

G.7.3 THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.

[END OF SECTION G]

SECTION H - SPECIAL CONTRACTS REQUIREMENTS

H.1 OTHER CONTRACTORS AND CONSULTANTS

- H.1.1 The Contractor shall not commit or permit any act which will interfere with the performance of work done by any other Courts Contractor or by any Courts employee. 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.1.2 Contractors or consultants that helped or assisted the preparation of the RFP cannot be part of the proposal or help implement the contract one awarded for a period of one year.

H.2 DISCLOSURE OF INFORMATION

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

H.3 DC COURTS' RESPONSIBILITIES

H.3.1 The Courts will provide suitable office space containing six (6) fully equipped workstations (desktop with standard office software, phone, furniture and filing) with access to the Courts network. Shared printer, fax, copiers and paper supply will be provided as well.

H.3 RESERVED

H.4 SECURITY REQUIREMENTS

The Courts is a unique environment for Contractors to perform work. There are levels of security that can hinder access to all areas of the buildings, such as, high-traffic areas, cell blocks, and secure areas for Judges and Jurors. Working in a building that includes many different levels of security can be challenging. **The Contractor is required to obtain Court clearances for their project team and their subcontractors and obtain permission to work in secure areas.** The Courts requirement for Contractor personnel to obtain a badge to have access to the buildings will be notified at the time of the award. The Courts will notify the Contractor of all such requirements as soon as practicable. If the procedures to acquire the security change, the 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

The Contractor's CM Team Lead shall be the Contractor's Authorized Representative for technical and administrative performance of all services required hereunder. The CM Team Lead shall be the single point of contact through which all Contractor/Court communications, work and technical direction shall flow. The CM Team Lead shall be present at scheduled deliverables presentations and any and all presentations, events, etc. to represent the CM as requested by the Courts.

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

SOLICITATION NUMBER: DCSC-19-RFP-0022

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 COURT DELAY OF WORK

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

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

(1) For any costs incurred more than twenty (20) calendar days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

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

day of final payment under the contract.

H.8 SAFETY PRECAUTIONS

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

H.9 USE OF PREMISES

- (a) The Contractor shall comply with the regulations governing the operation of premises, which are occupied and shall perform his contract in such a manner as not to interrupt or interfere with the conduct of Court. The Court will make available six (6) office spaces and will provide access to all office infrastructure for the contractor to operate.
- (b) Any work necessary to be performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the Court.
- (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 only on Monday through Friday of each week.

(c) Contractor shall make all necessary arrangements for access to the building after regular working hours and/or for work on Saturday, Sunday or Holidays with the COTR.

(d) Should the Contractor desire to work on Saturdays, Sundays, or holidays, he/she must receive permission in writing from the COTR or designee. If permission is granted, all work performed shall be at no additional expense to the Court.

H.11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

The Court's obligation for performance of this contract beyond 30 September 2019 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 30 September 2019, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

H.12 CONSENT TO SUBCONTRACT

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor 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 Courts, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

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

H.13 SUBCONTRACTS

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

H.14 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Court's Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.15 PERSONNEL COMPENSATION

- (a) Compensation of personnel under this contract or any resulting subcontract must be in accordance with:

OPM rate at <http://www.opm.gov/oca/>).

When researching the rate, follow these steps:

1. At the Web site, click on "Salaries and Wages."
2. Click on "Senior Executive Service."
3. Click on Schedule for "Basic Rates of Pay for Members of the Senior Executive Service."
4. The "Courts Contractor Salary Threshold (CST)" will be the amount established for Agencies **without** a Certified SES Performance Appraisal System.

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 this Contract. All proposed personnel shall have a Bio-data fully signed (Attachment J.19)

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

(d) Annual Salary Increases:

One (1) annual salary increase not more than two (2) percent (includes promotional increase) may be granted after the employee's completion of each twelve (12) month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding The Courts CST may be granted only with the advance written approval of the Contracting Officer.

(e) Consultants:

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

(f) Initial Salaries:

The initial starting salaries of all employees whose salaries are charged as a direct cost to this contract must be approved, in advance and in writing, by the Contracting

SOLICITATION NUMBER: DCSC-19-RFP-0022

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 RESERVED

H.18 CHANGES—COST-REIMBURSEMENT

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
 - (1) Deliverables when the supplies to be furnished are to be specially manufactured for the Courts
 - (2) Method of shipment or packing.
 - (3) Place of delivery.
- (b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an adjustment under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (f) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until this modification is made, the Contractor shall not be

obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this contract.

H.19 LIMITATIONS ON PASS-THROUGH CHARGES

- a) Definitions. Added value, excessive pass-through charge, subcontract, and subcontractor, as used in this provision, are defined in the clause of this solicitation entitled “Limitations on Pass-Through Charges”
- b) General. The offeror’s proposal shall exclude excessive pass-through charges.
- c) Performance of work by the Contractor or a subcontractor.
 - 1) The offeror shall identify in its proposal the total cost of the work to be performed by the offeror, and the total cost of the work to be performed by each subcontractor, under the contract, task order, or delivery order.
 - 2) If the offeror intends to subcontract more than seventy (70) percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal:
 - i. The amount of the offeror’s indirect costs and profit/fee applicable to the work to be performed by the subcontractor(s); and
 - ii. A description of the added value provided by the offeror as related to the work to be performed by the subcontractor(s).
 - 3) If any subcontractor proposed under the contract, or delivery order intends to subcontract to a lower-tier subcontractor more than seventy (70) percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal—
 - i. The amount of the subcontractor’s indirect costs and profit/fee applicable to the work to be performed by the lower-tier subcontractor(s); and
 - ii. A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

H.19.1 DEFINITIONS-LIMITATIONS ON PASS-THROUGH CHARGES

- a) Definitions. As used in this clause—

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

SOLICITATION NUMBER: DCSC-19-RFP-0022

for contract requirements, coordinating deliveries, performing quality assurance functions).

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

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

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

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

- b) General. The Courts will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.
- c) Reporting. Required reporting of performance of work by the Contractor or a subcontractor. The Contractor shall notify the Contracting Officer in writing if—
 - 1) The Contractor changes the amount of subcontract effort after award such that it exceeds seventy (70) percent of the total cost of work to be performed under the contract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or
 - 2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds seventy (70) percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).
- d) Recovery of excessive pass-through charges. If the Contracting Officer determines that excessive pass-through charges exist;
 - 1) For other than fixed-price contracts, the excessive pass-through charges are unallowable; and

SOLICITATION NUMBER: DCSC-19-RFP-0022

- 2) The Courts shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.
- e) Access to records.
- 1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (a) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.
 - 2) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

[END OF SECTION H]

PART II

SECTION I - CONTRACT CLAUSES

I.1 APPLICABILITY OF GENERAL PROVISIONS APPLICABLE TO COURTS CONTRACTS

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

I.2 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

I.3 DISPUTES

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

I.4 EXAMINATION OF BOOKS AND RECORDS

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

I.5 RECORD KEEPING

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

I.6 RESERVED

I.7 PROTEST

SOLICITATION NUMBER: DCSC-19-RFP-0022

- I.7.1 Any aggrieved person may protest this solicitation, award or proposed contract award in accordance with Chapter eight (8) of the Procurement Guidelines of the District of Columbia Courts that can be found at :
<http://intranet/attachment/861636800000/12321/DCCourtsProcurementGuidelines.pdf>.

Protest shall be filed in writing, within ten (10) calendar days after the basis of the protest is known (or should have been known), whichever is earlier with the Contracting Officer at:

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

- I.7.2 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 RESERVED

I.9 RIGHTS IN DATA

- I.9.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- I.9.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data,

SOLICITATION NUMBER: DCSC-19-RFP-0022

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

- I.9.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.9.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.9.5 All data first produced in the performance of this Contract shall be the sole property of the Courts. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the Courts under this Contract, are works made for hire and are the sole property of the Courts; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the Courts the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the Courts until such time as the Courts may have released such data to the public.
- I.9.6 The Courts will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.9.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired,

including use at any Courts installation to which the computer may be transferred by the Courts;

- I.9.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.9.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.9.7 The restricted rights set forth in section I.9.6 are of no effect unless
 - (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

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

and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the Courts' rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the Courts of liability with respect to such unmarked software.
- I.9.8 In addition to the rights granted in Section I.9.6 above, the Contractor hereby grants to the Courts a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.9.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the Courts under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the Courts under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the Courts any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.9.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.9, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish

the Courts' or the Contractor's rights in that subcontractor data or computer software which is required for the Courts.

- I.9.10 For all computer software furnished to the Courts with the rights specified in **Section I.9.5**, the Contractor shall furnish to the Courts, a copy of the source code with such rights of the scope specified in **Section I.9.5**. For all computer software furnished to the Courts with the restricted rights specified in **Section I.9.6**, the Courts, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the Courts under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.9.11 The Contractor shall indemnify and save and hold harmless the Courts, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract or based upon libelous or other unlawful matter contained in such data.
- I.9.12 Nothing contained in this clause shall imply a license to the Courts under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Courts under any patent.
- I.9.13 Paragraphs **I.9.6, I.9.7, I.9.8, I.9.11** and **I.9.12** above are not applicable to material furnished to the Contractor by the Courts and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.10 CANCELLATION CEILING

- I.10.1 In the event of cancellation of the contract because of non-appropriation for any fiscal year after 30 September 2019, there shall be a cancellation ceiling of zero (0) dollars representing reasonable reproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

I.11 Debriefing

An unsuccessful offeror may request a debriefing by submitting a written request to the

Contracting Officer at the address specified in **Section I.10** above within three (3) calendar days from the date of receipt of the notification of award.

I.12 Insurance

I.12.1 General Requirements

All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher. **All insurance shall set forth the District of Columbia Courts as an additional insured. The policies of insurance shall provide for at least thirty (30) calendar day written notice to the District of Columbia Courts prior to their termination or material alteration.** The Contractor shall require all subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) calendar days prior written notice in the event that the stated limits in the declaration page is reduced via endorsement or the policy is cancelled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) calendar days prior written notice in the event of non-payment of premium.

I.12.2 Automobile Liability Insurance

The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall provide a \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

I.12.3 Workers' Compensation Insurance

The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

I.12.4 Employer's Liability Insurance

The Contractor shall provide employer's liability insurance as follows: \$1 million per accident for injury; \$1 million per employee for disease; and \$1 million for policy disease limit.

I.12.4 Duration

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

I.12.5 Liability

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

I.12.6 Measure of Payment

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

I.12.7 Notification

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

I.12.8 Certificates of Insurance

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

Flor de Rivera
Senior Contract Specialist
616 H Street, N.W.
Suite 612
Washington, DC 20001
Phone: 202-879-8778
maria.rivera@dcsc.gov

I.12.9 Disclosure of Information

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

I.13 Cancellation Ceiling

I.13.1 In the event of cancellation of the contract because of nonappropriation for any fiscal year after fiscal year 2019, there shall be a cancellation ceiling of zero (0) dollars representing reasonable preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

I.14 Order of Precedence

I.14.1 Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

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

I.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:

SOLICITATION NUMBER: DCSC-19-RFP-0022

- (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.

[END OF SECTION I]

PART III

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS AND APPENDIX (TO BE INCLUDED UPON FINALIZING THE SOLICITATION)

- 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 Evaluation**
- J.9 Payment to Subcontractors and Supplier Certification**
- J.10 Contractor's Price Schedule**
- J.10 A Pricing Breakdown Sheet**
- J.11a The District of Columbia Courts Facilities Master Plan dated November 15, 2013 (hard copy will be available at the Pre-Bid Meeting)**
- J.11b The Judiciary Square Master Plan – Washington, D.C. dated 4 March 2005 (hard copy will be available at the Pre-Bid Meeting)**
- J.12 C Street Addition Phase 2B furniture plan**
- J.13 DC Courts Design Standards**
- J.14 Strategic Plan of the DC Courts 2018-2022**
- J.15 CPFMD Standard Operating Procedures (CPFMD SOP)**

- J.16** **CPFMD Division 01—General Requirements Specification**
- J.17** **CPFMD Integrated Program Schedule (CPFMD IPS)**
- J.18** **CPFMD Program Alignment with Program Budget**
- J.19** **Bio-Data Template**
- J.20** **General Terms and Conditions of the Contract for Constructions**

[END OF SECTION J]

**PART IV
REPRESENTATIONS AND INSTRUCTIONS**

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

K.1. Certification Regarding a Drug-Free Workplace

K.1 Certification Regarding a Drug-Free Workplace

K.1.1 Definitions. As used in this provision:

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

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

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

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

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

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

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

SOLICITATION NUMBER: DCSC-19-RFP-0022

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

- K.1.2.1 Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- K.1.2.2 Establish an ongoing drug-free awareness program to inform such employees about -
- (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- K.1.2.3 Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.1.2.1 of this provision;
- K.1.2.4 Notify such employees in writing in the statement required by subparagraph K.1.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
- K.1.2.5 Notify the Contracting Officer in writing within ten (10) calendar days after receiving notice under subdivision K.1.2.4 (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction;
- K.1.2.6 The notice shall include the position title of the employee; and
- K.1.2.7 Within thirty (30) calendar days after receiving notice under subdivision K.1.2.4

SOLICITATION NUMBER: DCSC-19-RFP-0022

(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

K.1.2.8 Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs K.1.2.1 through K.1.2.6 of this provision.

K.1.3 By submission of its offer, the Offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the Offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

K.1.4 Failure of the Offeror to provide the certification required by paragraphs K.1.2 or K.1.3 of this provision, renders the Offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19-602-1(a)(2) (i) and (ii).

K.1.5 In addition to other remedies available to the Government, the certification in paragraphs K.1.2 or K.1.3 of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

K.1.6 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

Print Name of Authorized
Representative

Title

Signature of Authorized
Representative

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

K.2. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

K.3 . OFFICERS NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

- ___ (a) No person listed in Clause 21 of the District of Columbia Courts General Contract Provisions <http://intranet/attachment/861636800000/12321/DCCourtsProcurementGuidelines.pdf> 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:

SOLICITATION NUMBER: DCSC-19-RFP-0022

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

K.5. TYPE OF BUSINESS ORGANIZATION

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

K.6. PAYMENT IDENTIFICATION NO.

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

Please list below applicable Contractor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

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

[END OF SECTION K]

**PART V
REPRESENTATIONS AND INSTRUCTIONS**

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 METHOD OF AWARD

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

SOLICITATION NUMBER: DCSC-19-RFP-0022

- (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 required submittals are:
 - L.2.2 **Offerors shall submit one (1) signed original, one (1) electronic (pdf) signed copy of the proposal and electronic 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 Courts will not accept a facsimile copy of a proposal as an original. Unless specifically authorized in the solicitation, the 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-19-RFP-0022**
 - Caption: CM Services for the DC Courts**
 - Solicitation Closing Date: December 7, 2018**
 - Solicitation Closing Time: 2:00PM**

SOLICITATION NUMBER: DCSC-19-RFP-0022

- L.2.4 The original proposal shall govern if there is a variance between the original proposal and the copy submitted by the offeror. Each offeror shall return the complete solicitation as its proposal.
- L.2.5 The Courts may reject as non-responsive any proposal that fails to conform in any material respect to the solicitation.
- L.2.6 The Courts may also reject as non-responsive any proposals submitted on forms not included in or required by the solicitation. Offerors shall make no changes to the requirements set forth in the solicitation.
- L.2.7 The offeror must propose a price in accordance with **Section B** of this solicitation to be considered for this award. Failure to offer on all items in **Section B** and the attached Contractor's Price Schedule will render the offer non-responsive and disqualify a proposal.
- L.2.8 **Offers shall be mailed and/or hand delivered to the following address:**

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

District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Flor Rivera, Senior Contract Specialist
616 H Street, N.W., Suite 612
Washington, D.C. 20001

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
701 7th Street, N.W., Suite 612
Washington, D.C. 20001

Bids/Proposals shall be **electronically mailed** to the following address:
maria.rivera@dcsc.gov

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

SOLICITATION NUMBER: DCSC-19-RFP-0022

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 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

SOLICITATION NUMBER: DCSC-19-RFP-0022

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 **November 14, 2018 at 2:00 PM (EST)** to:

Flor Rivera, Senior Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 612
Washington, D.C. 20001
Telephone Number: (202) 879-8778
Facsimile Number: (202) 879-2835
Email: maria.rivera@dcsc.gov

L.6. EXPLANATION TO PROSPECTIVE OFFERORS

- L.6.1. **Any prospective offeror desiring an explanation or interpretation of this solicitation must request it in writing at least five (5) calendar days prior to the proposal receiving date.** Requests should be directed to the procurement contact person at the address listed in **Section L.6**. Any substantive information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting proposals or if the lack of, it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.7. CANCELLATION OF AWARD

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

SOLICITATION NUMBER: DCSC-19-RFP-0022

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 a 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.

L.13. ACKNOWLEDGMENT OF AMENDMENTS

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

L.14. RIGHT TO REJECT PROPOSALS

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

L.15. PROPOSAL PREPARATION COSTS

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

L.16. PRIME CONTRACTOR'S RESPONSIBILITIES

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

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

L.17. CONTRACT TYPE

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

L.18. FAILURE TO RESPOND TO SOLICITATION

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

SOLICITATION NUMBER: DCSC-19-RFP-0022

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 **Section C - Description/Specifications/Work Statement**. 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. Fancy bindings and colored displays or promotional material are not desired or preferred,

but pages must be numbered. **The proposal shall be prepared in two (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:

<p>Tab A</p>	<p>General Information</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 CM services 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.
<p>Tab B</p>	<p>CM Experience/Past Performance (25 Points)</p> <p>The Courts desires to develop a beneficial partnership with a CM firm with the experience, ability and skill set necessary to 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 CM services for other agencies that achieved similar objectives as detailed in the RFP. • Successfully operating as CM within an integrated team environment. • Successfully managing programs or projects, or facility operations acting as the owner’s representative, the CM, or the PgM/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. • Operating agency CM teams that have successfully managed conflicting or multiple stakeholder priorities.

SOLICITATION NUMBER: DCSC-19-RFP-0022

	<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 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) program 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.• 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,• 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
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	<p>Past performance examples and information provided will be used for both responsibility determinations and as an evaluation factor against which Offeror’s relative ranking will be compared in accordance with the evaluation criteria set forth in Section M. The Courts will focus only on information that demonstrates quality of performance relative to the similarity of scope, magnitude and complexity to that detailed in the RFP.</p>
<p>Tab C</p>	<p>Proposed CM Team Organization/Key Personnel (25 points):</p> <p>The Courts expectation is that only personnel with sufficient experience, expertise and ability to meet the RFP requirements be proposed as key personnel. The offeror shall provide the following:</p> <ol style="list-style-type: none"> 1. Provide an organizational chart that identifies roles and 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. 3. Identify proposed key personnel who are currently employed by the offeror and the length of time they have been employed by the offeror. 4. Demonstrate that the proposed key personnel have the experience, expertise and ability to perform the services required to meet the Courts’ objectives immediately upon NTP without additional training prior to performing services or providing required deliverables. 6. Identify professional registrations, certifications, licenses, etc. held by each proposed CM 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).
<p>Tab D</p>	<p>One (1) Year Work Plan (40 points)</p> <p>The offeror shall provide the following to establish that the offeror understands the RFP requirements, and SOW to meet the Court’s objectives and demonstrate that the offeror has the ability to satisfy the requirements to partner with the Courts to achieve the objectives:</p> <ol style="list-style-type: none"> 1. A proposed one (1) year work plan to illustrate how the Contractor proposes to meet the requirements detailed in the RFP within the first year of the contract award. 2. Other items as the offeror deems necessary to constitute a full

SOLICITATION NUMBER: DCSC-19-RFP-0022

	<p>proposal package that demonstrates how the offeror will successfully partner with the Courts and the PgMO with the intent to meet the Courts objectives.</p> <p>3. Identify any key challenges that the offeror believes to be inherent to meet the RFP requirements and the Courts’ objectives and explain how the offeror will overcome or mitigate those challenges.</p>
Tab E	<p>Proposed Innovations (10 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 Courts with a benefit(s). Provide any innovative ideas, approaches, specific concepts, software programs or tools that the offeror has the capability to provide that may provide a benefit(s) to the Courts in meeting the objectives detailed in the RFP.</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 or circumstances that might create the appearance of a conflict between its interests and those of the Courts. 3. Documentary evidence (e.g. certificates) that the Offeror is authorized to conduct business in the District of Columbia, and the Offeror is current in its tax obligation to the District of Columbia.

L.22.4 Volume II – Price Proposal shall comprise the following tabs:

Tab A	Price Information –Submit the price using format provided in section B. Price Schedule
Tab B	Contractual Information – all other required information as specified in Clause L.10

L.23 PRICE PROPOSAL

L.23.1 A separately bound price proposal must be submitted using the format provided in **Section B** of this RFP. The price furnished by the offeror shall be

SOLICITATION NUMBER: DCSC-19-RFP-0022

detailed/itemized for the services set forth in **Section C** on Attachment J 10 and J.10 A. The offeror's price proposal shall become a part of the awarded contract. The offeror's price proposal shall include all costs for the required services.

- L.23.2 The offerors must submit a summary budget for the contract period as well as the option period. The summary budget must reflect summary cost information for each of the major budget categories for each of the contract periods separately and then offer the program total for the entire contract, item for item in the last column of the spread sheet.
- L.23.3 The offerors must also submit a detailed version of its summary budget for the contract period. The detailed budget must reflect every estimated cost item, broken out. The detailed budget must reflect these individual cost items for each of the contract years and then offer the program total for the entire contract, item for item in the last column of the spread sheet. To facilitate efficient and practical review of budget details, the sheets and detailed breakdowns should be formatted to where they can be printed practically without requiring manipulation to the format fields.
- L.23.4 The offerors must submit a detailed budget narrative that supports item for item the cost estimates proposed in its detailed budget. The budget narrative should describe the nature of individual cost items proposed and include a description of the source of that particular cost estimate (historical experience with the cost item, catalogue price, vendor price quotes, etc.). Narratives for the individual cost items must provide a discussion of any estimated escalation rates where applicable.
- L.23.5 Additionally, the offerors should structure their proposals so as to provide the best value and greatest assurance of results at the lowest cost. Each offeror's cost proposal for the contact period shall be evaluated in terms of reasonableness and realism to determine the appropriate cost for the work, the offeror's understands of the work, and their ability to perform the work.
- L.23.6 The following is the minimum information required in the budget and budget narrative:
 - (A) **Salary and Wages** - Direct salaries and wages should be proposed in accordance with the offeror's proposed personnel policies. 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 long term, short term personnel.
 - (B) **Fringe Benefits**- the application should propose a rate and explain how the rate was

SOLICITATION NUMBER: DCSC-19-RFP-0022

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

PART VI

SECTION M - EVALUATION FACTORS

M.1 PROSPECTIVE CONTRACTOR'S RESPONSIBILITY

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

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

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

SOLICITATION NUMBER: DCSC-19-RFP-0022

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 for the provision of the services based on the Contractor's past experience, competence and ability to perform the work. The Contracting Officer will engage in discussions with all offerors in the competitive range. At the conclusion of discussions, those offerors in the competitive range will be notified to submit Best and Final offer. Cost proposals will be evaluated only for offeror's that are in the competitive range. 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 should contain the offeror's best terms from a price and technical standpoint.

M.3 EVALUATION CRITERIA

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

PROPOSAL SECTION	EVALUATION CRITERIA	POINTS
Tab B	Construction Management Experience/Past Performance	25
Tab C	Proposed CM Team Organization/Key Personnel	25
Tab D	One (1) Year Work Plan	40
Tab E	Proposed Innovations	10

	Total	100
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M.3 PRICE PROPOSAL EVALUATION

M.3.1 The Courts will not rate or score price, but will evaluate each Offeror’s price proposal for realism, reasonableness, and completeness. This evaluation will reflect the Offeror’s understanding of the solicitation requirements and the validity of the Offeror’s approach to performing the work. 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. In the evaluation the Courts will consider the following:

- a. Are the proposed prices (Services and Price/Cost) comparable to the independent Courts cost estimate?
- b. Is the proposed labor/skill mix comparable to the projected Courts skill mix and/or sufficient to meet the **Section C** requirements based upon the offeror’s technical and management approach?
- c. Are the proposed prices for hardware and software comparable to competitor’s prices under this solicitation?

SOLICITATION NUMBER: DCSC-19-RFP-0022

- d. Are the proposed prices for installing hardware and software comparable to competitor's prices under this solicitation?
- e. Are the proposed prices for warranty and customer support comparable to competitors' prices under this solicitation?

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?