

SOLICITATION, OFFER, AND AWARD		H. Carl Moultrie Courthouse Fourth Floor East Magistrate Judges Suite Renovation			Page of Pages 1 62	
2. Reference Number	3. Solicitation Number DCSC-21-RFP-085	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP)	5. Date Issued 06/09/2021	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside		
7. Issued By District of Columbia Courts Capital Project Facilities Management Division 616 H Street, N.W., Room 622 Washington, DC. 20001		8. Address Offer to: District of Columbia Courts Administrative Services Division Procurement and Contracts Branch 701 7 th Street, N.W., Suite 615 Washington, D.C. 20001 ATTN: Kenneth L Evans Jr				

NOTE: In the sealed bid, solicitations "offer" or "Contractor" means "bid" or "bidder."

SOLICITATION

9. THE DISTRICT OF COLUMBIA COURTS REQUIRES PERFORMANCE OF THE WORKS DESCRIBED IN THESE DOCUMENTS (Title, date)
A Virtual Pre-Proposal Conference will be held on **Wednesday, June 16, 2021, at 11:30 AM** local time. A site walk will be held **Friday, June 18, 2021, promptly @ 8:00 AM**. All attendees are to meet at the 500 Indiana Avenue main entrance.
Offerors shall provide the following information no later than **Monday, June 14 2021 @3:00 PM**, for all participants to (e-mail): Kenneth.Evans@dccsystem.gov, **Contract Specialist to participate in the conference call**
a) Full name of the attendee
b) Name of the company the attendee is affiliated with
c) and email address

10. The Contracting Officer shall issue the Notice to Proceed no later than **90** calendar days after contract award. The Contractor shall achieve Final Completion within **750** days after receiving the Notice to Proceed.

11. THE CONTRACTOR MUST FURNISH ANY REQUIRED BID, PERFORMANCE, PAYMENT AND WARRANTY BONDS

Bid Bond	Yes ___ No ___ %	of the total amount of their proposal
Performance and Payment Bond	Yes <u>X</u> No ___ 100 %	Within <u>5</u> Calendar days after receiving the notice to proceed
Warranty Bond	Yes <u>X</u> No ___ %	Within ___ Calendar days after final acceptance

12. ADDITIONAL SOLICITATION REQUIREMENTS:
a. Sealed offers in original and 4 copies to perform the work required are due at the place specified in Item 8 by **Friday, July 9 2021, at 3:00 PM** (date).
b. Proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal."
c. A separate electronic copy of the entire proposal should accompany the package.
d. Sealed envelopes shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
e. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
CAUTION: See Section L.1.2—Proposal submission date and time, and late submissions, late modification, withdrawal or modification of proposals and late proposals. All offers are subject to all terms & conditions contained in the solicitation

13. For Information Contact	A. Name		B. Telephone		C. E-mail Address
	Kenneth L. Evans Jr	(Area Code) (202)	(Number) 879-8776	(Ext)	Kenneth.Evans@DCSC.gov

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15. In conjunction with the above, the undersigned agrees, if this offer is accepted within **90** calendar days from the receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

SOLICITATION, OFFER, AND AWARD (Continue d)
(Construction, Alteration, or Repair)

15A. Name and Address of Contractor			15D. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone (Area Code) (Number) (Ext)			15E. Signature and Corporate Seal		
<input type="checkbox"/> 15 C. Check if remittance address is different from above – Refer to section G					

All written communications regarding this solicitation should be addressed to the Contracting Officer at the mailing address listed on page 1.

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

B.1 The District of Columbia Courts, Procurement and Contracts Branch on behalf of the Capital Projects and Facilities Management Division (the “Court”) is seeking a contractor to provide construction services for the Fourth Floor East Magistrate Judges Suite Renovation at the H. Carl Moultrie Courthouse.

B.2 The Court contemplates award of a Single firm fixed contract.

B.3 SERVICES

B.3.1 The Contractor shall provide all professional, technical, supervision, labor, materials, and equipment for the construction of the H. Carl Moultrie Courthouse (HCMC) Fourth Floor East Magistrate Judges Suite Renovation.

B.4 PRICE SCHEDULE:

B.4.1 Base bid Price / Section Pricing: Refer to SECTION K, Attachment K Tabs K.1 and K.2

B.4.2 Unit Cost (abaement)

B.5. ADDITIONAL PRICING INCLUSIONS

B.5.1 ALLOTMENT(s)

B.6 CONSTRUCTION SCHEDULE

Contract Milestone	Calendar Days After NTP
Substantial Completion	720
Final Completion	750

Table 1 - Contractual Milestones

[END OF SECTION B]

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

Fourth Floor East Magistrate Judges Suite Renovation - The new Magistrate Judges Suite will occupy approximately 14,700 usable square feet that includes its existing area as well as suites to the east and south. Spaces will include offices, reception area, open area workstations, copy areas, lunchrooms, conference rooms and storage. An existing conference room in the adjacent Domestic Violence Division suite will be reoriented to provide a more uniform demised wall between the two suites. The floor common corridor will also be refinished to meet current DC Courts standards.

The project shall be constructed in four sequential (4) phases: Phase 1A, 1B, 2A & 2B. Each phase must achieve Substantial Completion before moving to the next phase. All phases must be Substantially Complete no later than the Contract Substantial Completion date listed in section B.6. Public corridor in Phase 2B must remain accessible for the duration of the project from 6AM to 6PM.

Contractor shall coordinate access of the freight elevator with the adjacent Fourth Floor East Jurors Lounge Renovation project. The freight elevation diagram is shown in attachment J.27.

C.2 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Document Type	Title	Date
J.21	DC Courts	DC Courts Past Performance Questionnaire	
J.22	DC Courts	Construction Documents – Fourth Floor East Magistrate Judges Office Renovation Phase 1A & 1B	
J.23	DC Courts	Construction Documents – Fourth Floor East Magistrate Judges Office Renovation Phase 2A & 2B	
J.24	DC Courts	Project Manual	
J.25	DC Courts	Cable & Management Procedures Manual	
J.26	DC Courts	AV Standards	

C.3 DEFINITIONS

These terms when used in this RFP have the following meanings:

C.3.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions),

Drawings, Specifications, Amendments issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.

C.3.2 MODIFICATION

A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the CO.

C.3.3 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Owner and a Subcontractor or between any persons or entities other than the Owner and Contractor. The CM shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the CM's duties.

C.3.4 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

C.3.5 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

C.3.6 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

C.3.7 THE SPECIFICATIONS

The Specifications are the portion(s) of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

C.3.8 THE PROJECT MANUAL/ DIVISION 1

The Project Manual is a volume assembled for the Work which may include the Offering requirements, sample forms, Conditions of the Contract and Specifications.

The terms "knowledge," "recognize," "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

C.3.9 Substantial Completion:

Substantial Completion is the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the DC Courts can fully, safely, and securely commence their work in the Project Area. The

cabling, security, and furniture installations are complete. The DC Courts IT and Telecom vendors can deliver and install their respective equipment and furnishings to bring this project to a final point where it is ready for full Occupancy. For complete definition refer to **Attachment J.20 Section 9.8.**

C.3.10 Final Project Completion:

Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the DC Courts and Construction Manager will promptly make such inspection and, when the DC Courts and Construction Manager finds the work acceptable under the Contract Documents and the Contract fully performed, the DC Courts will promptly issue a final Certificate for Payment, stating that to the best of the Construction Manager's knowledge, information and belief, and on the basis of the Construction Manager's on-site visits and inspections, the work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The DC Courts Final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. For complete definition refer to **Attachment J.20 Section 9.10.**

C.3.11 "Acceptance," as used in this clause, means the act of an authorized representative of the DC Court by which the DC Court assumes for itself, or as an agent of another, approves specific services, as partial or complete performance of the contract.

C.3.12 ALLOWANCES:

A fixed sum for a specific portion of the work determined by the Courts in advance of bidding to be used by all bidders in their bids. An Allowance would be used when the exact character or quality of an element of the work is not known at the time of bidding.

C.4 BUILDING DESCRIPTION

The Superior Court of the District of Columbia and its many supporting functions are located in the H. Carl Moultrie Courthouse. The eight story building is the Court's largest facility comprising 944,500 gross square feet, containing over 90 courtrooms and hearing rooms and is the focus of most court activities.

C.5 BACKGROUND

The existing Magistrate Judges Suite currently occupies the north-east corner of the 4th floor. The existing suite is approximately 9,250 usable square feet and houses magistrate offices, law clerk workstations, judicial administrative assistant workstations and support spaces.

There is an adjacent construction project to renovate the Fourth Floor East Jurors Lounge and Training Rooms. The project is located on the 4th Floor Level of the existing Moultrie Courthouse, encompassing the area south of the Magistrate Judges Suite. The east-west running corridor south of the Magistrate Suite is directly adjacent to to the Jurors Lounge.

C.6 REQUIREMENTS / DESCRIPTION OF SERVICES / SCOPE

- C.6.1 The work of the project is defined by the Contract Documents outlined attachments **J.21, J.22, J.23, J.24, J.25, J.26, J.27, and J.28.**
- C.6.2 It is a requirement that the Contractor must provide and be responsible for all components not supplied by Owner; the Contractor is to be the single point of accountability and the responsible party for the entire system in accordance with the Contract Documents.
- C.6.3 The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification.
- C.6.4 Services shall include abatement of hazardous materials. Unit costs shall be included in Schedule K.2.
- C.6.5 Coordinate with the Court's furniture vendor. Contractor is responsible for all power and data infrastructure and connections to the furniture.
- C.6.6 Coordinate with the Court's 3rd Party Inspection agent.
- C.6.7 Furnish, install, and test all infrastructure and wiring for audio visual (AV) and information technology (IT) requirements. The Court's preferred AV contractor is RCI and preferred IT contractor is Vision Tech.
- C.6.8 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- C.6.9 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings in the District of Columbia.
- C.6.10 The Contractor shall keep on the work site a copy of Contract Drawings and Specifications that are current and reflect all approved changes to the design and specifications and shall always give the Contracting Officer, or authorized individuals access thereto. Anything mentioned in the Specifications but not shown on the Contract Drawings or shown on the Contract Drawings but not mentioned in the Specifications shall be of like effect as if shown or mentioned in both.
- C.6.11 All Contract requirements are equally binding. Each Contract requirement, whether omitted elsewhere in the document, is binding as though occurring in any or all parts of the Contract.
- C.6.12 In case of discrepancy refer to **Attachment J.20 Article 1.2.4.2**
- C.6.13 Any adjustment(s) by the Contractor without a prior determination by the Contracting Officer shall be at his own risk and expense.

C.7 DIVISION OF RESPONSIBILITIES

- C.7.1. Contractor Responsibilities: The successful Contractor shall be responsible for performing all the work stipulated in this Solicitation. The scope of work (SOW) includes construction, maintenance during construction, site security, temporary structures and utilities, health and safety of the public, workers and subcontractors, project management, project scheduling, quality control/quality assurance for design and construction, materials sampling and testing, obtaining trade permits, coordination and design assistance for removal, clean up, and disposal of all unnecessary materials, as well as coordinating with The Courts and the appropriate designated Construction Manager.
- C.7.2. Construction Manager, (CM): A CM will be assigned to represent The Courts as the onsite representative that will perform oversight responsibilities, which include management and construction oversight activities of the Contractor's operations and ensure that the final project results satisfy the Court's and that the Contractor meets the contract requirements. The CM oversees, informs and advises The Courts of the Contractor's conformance or not with the contract requirements.
- C.7.3. Owner: The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in this document, the Architect and Construction Manager do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. The term "Court" shall depending on how that term is defined elsewhere in this contract, mean the Superior Court of the District of Columbia, the District of Columbia Court of Appeals, or the District of Columbia Court System. The term "District of Columbia Government" shall mean all the branches of the government of the District of Columbia, including the District of Columbia Courts.
- C.7.4. Contracting Officer: The DC Courts' Court Contracting Officer who has the appropriate contracting authority is the only DC Courts official authorized to contractually bind the DC Courts through signing contract documents.
- C.7.5. Contracting Officer's Technical Representative (COTR): The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Offeror's performance or nonperformance of the contract requirements. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract.

C.8 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

- C.8.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the

Owner and Construction Manager as a request for information in such form as the Owner may require.

- C.8.2 The exactness of grades, elevations, dimensions, or locations given on the Construction Documents, or the work installed by other contractors, are not guaranteed by the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other work, it shall verify at the site all grades, elevations, dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.
- C.8.3 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Owner, but it is recognized that the Contractor's review is made in the Contractor's capacity as a Contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

C.8.4 ORDER OF PRECEDENCE

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

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

C.9. SUPERVISION AND CONSTRUCTION PROCEDURES

- C.9.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.
- C.9.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.
- C.9.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.
- C.9.4 Should the Contractor cause damage to work or property of The Court's or to other work at the site, the Contractor shall promptly remedy such damage, at no additional cost to Employer.

- C.9.5 Upon award of the contract and approval of the performance schedule, by the Contracting Officer's Technical Representative (COTR), the Contractor shall begin construction on the date established in the Agreement.

C.10. LABOR AND MATERIALS

- C.10.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated in the Work.
- C.10.2 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Owner and in accordance with a Change Order.
- C.10.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts and individuals associated with the Project. The Contractor shall use its best efforts to minimize the likelihood of any strike, work stoppage or other labor disturbance. Davis Bacon Act reference and state correct regulation
- C.10.4 No materials furnished by the Owner shall be applied to any other use, public or private, then that for which they are issued to the Contractor. The full amount of the cost to the Owner of all materials furnished by the Owner to the Contractor and for which no charge is made, which are not accounted for by the Contractor to the satisfaction of the Contracting Officer, will be charged against the Contractor and his sureties and may be deducted from any moneys due the Contractor, and this charge shall be in addition to and not in lieu of any other liabilities of the Contractor whether civil or criminal. Materials furnished by the Owner for which a charge is made at a rate mentioned in the specifications will be delivered to the Contractor upon proper requisitions therefore and will be charged to his account.

C.11. SITE ACCESS

- C.11.1 Refer to Attachment J.27
- C.11.2 Laydown area outside of the jobsite is not guaranteed, and will be provided space permitting.

C.12. DEVIATIONS AND SUBSTITUTIONS TO THE ACCEPTED DESIGN

Owner approval is required for any proposed deviation or substitution from the accepted design which still complies with the contract before the Contractor is authorized to proceed with material acquisition or installation. The Owner reserves the right to non-concur with any deviation from the design, which may impact furniture, furnishings, equipment selections or operations decisions that were made, based on the reviewed and concurred design.

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

C.13 SUBMITTALS

Prior to beginning any work at the Site, Contractor shall submit and obtain the Court's acceptance for each of the following:

1. Preconstruction Survey and Photographs
2. Quality Control Plan
3. Corporate/Site Specific Safety Plan
4. Preliminary Schedule
5. Schedule of Values

[END OF SECTION C]

SECTION D: PACKAGING AND MARKING

D.1 The packaging and marking requirements for this contract shall be unless otherwise specified, all documents prepared and submitted by the Contractor to the DCC under this contract shall include the following information on the cover page of each document:

- a) Name and business address of the contractor
- b) Contract number
- c) Contract Title
- d) Task Order Number and Description
- e) Point of Contact
- f) Date of transmittal

[END OF SECTION D]

SECTION E: INSPECTION AND ACCEPTANCE OF CONSTRUCTION

- E.1 (a) *Definition.* “Work” includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- E.2 (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Owner. All work shall be conducted under the general direction of the Contracting Officer and is subject to Owner inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- E.3 (c) Owner inspections and tests are for the sole benefit of the Owner and do not—
- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
 - (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
 - (3) Constitute or imply acceptance; or
 - (4) Affect the continuing rights of the Owner after acceptance of the completed work under paragraph (i) of this section.
- E.4 (d) The presence or absence of an Owner inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer’s written authorization.
- E.5 (e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as Request for Proposal **DCSC-20-RFP H. Carl Moultrie Courthouse Fourth Floor East Magistrate Judges Suite Renovation** may be required by the Contracting Officer. The Owner may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Owner shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- E.6 (f) The Contractor shall, without charge, replace or correct work found by the Owner not to conform to contract requirements, unless in the public interest the Owner consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- E.7 (g) If the Contractor does not promptly replace or correct rejected work, the Owner may:
- (1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or
 - (2) Terminate for default the Contractor’s right to proceed.
- E.8 (h) If, before acceptance of the entire work, the Owner decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or

nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

- E.9 (i) Unless otherwise specified in the contract, the Owner shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Owner's rights under any warranty or guarantee.
- E.10 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.11 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: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of **750 Consecutive calendar days** from date of award specified on the cover page of this contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The Court may extend the term of this contract period, by written notice to the Contractor before the expiration of the contract; provided that the Court will give the Contractor preliminary written notice of its intent to extend by providing a Bilateral agreement between contractor and the Contracting Officer prior to expiration of the contract.

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the Court's requirements and submit each deliverable to the Contract Administrator (COTR) identified in section **G.9.7** in accordance with the following:

	Deliverable	Quantity	Format/Method of Delivery	Due Date
	Preliminary Schedule	1	Electronic	14 calendar days after NTP
	Baseline Schedule			14 calendar days after acceptance of Preliminary Schedule
	Site-Specific Safety Plan	1	Electronic	14 calendar days after NTP
	Schedule Update	Various	Electronic	10th of each Month
	Site-Specific Safety Plan	1	Electronic	14 calendar days after NTP
	Quality Control Plan	1	Electronic	14 calendar days after NTP
	Preconstruction Survey and Photographs	1	Electronic	14 calendar days after NTP

F.4 REPORTING REQUIREMENTS AND COMMUNICATION

F.4.1 Refer to Project Manual the following **Attachment J.24** Project Manual, Division 1 Specifications in Attachment

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

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

Monthly Report shall be submitted. One (1) copy to the Administrative Services Division and one (1) to the Contracting Officer Technical Representative (COTR).

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

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

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

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

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

F.5 TIME: Time, if stated in a number of days, will be calendar days, therefore, include Saturdays, Sundays, and holidays, unless otherwise stated herein.

F.5.1 AUTHORIZED WORKDAY / WEEK

F.5.2 The Contractor should build their construction schedule reflect weekday work from 6 PM to 6 AM (Monday-Friday). Some work will be required to be performed on the weekend. Weekend work will require a work plan to be submitted and approved in advance. Weekend hours are typically 7 AM-7 PM unless limited or prohibited by Court's weekend activities.

F.5.3 Legal holidays: No work shall be done at any time on legal holidays.

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

F.5.4 Weekend and Weekday Overtime work hours; contractor must advise and receive approval from COTR prior to need for overtime hours and coordinate with security. Security is also needed for entrance into any secure area.

[END OF SECTION F]

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1 The Courts will make invoice payments under the terms and conditions specified in the contract. The Contractor will be compensated upon completion and acceptance of the work as specified in the contract. Payments shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. The contractor shall be compensated as set forth below.
- G.1.2 Effective June 8, 2018 all invoices and payment request shall be submitted electronically through the U.S. Department of the Treasury's **Invoice Processing Platform (IPP)** System using the "Bill to Agency" of Interior Business Center-FMD. The IPP website address is <https://www.ipp.gov>. In addition, it is the vendors' (contractors') responsibility to be System for Awards Management (SAM) registered and in IPP. The vendors (contractors) must be SAM registered in order to register in IPP. The SAM website address is <https://www.sam.gov>.
- G.1.3 After contract and purchase order award, in order to receive payment, the Contractor must use the IPP website to register, access, and use IPP for submitting all invoice requests for payment(s). Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email at IPPCustomerSupport@discal.treasury.gov or by phone (866) 973-3131.
- G.1.4 Payment request means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, at a minimum, the Contractors' electronic invoice shall include the following information:
- Name and address of the Contractor,
 - The purchase order number,
 - Invoice date,
 - Invoice number,
 - Name of the Contracting Officer Technical Representative (COTR),
 - COTR email address, and
 - Description, quality, unit of measure and extended price of the services or supplies rendered.
- G.1.5 Once the electronic invoice has been submitted through IPP, no later than 2 business days from the electronic submission, the Contractor must email and/or mail to the COTR a copy of the electronic invoice along with all the required supporting documentation as stated in the contract.
- G.1.6 The 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 is to be submitted in the template form provided in attachment J.28.

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

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

BY: _____
TITLE: _____
DATE: _____

G.2 Prompt Payment Act

G.2.1 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.2.2 Tax Exempt

G.2.1 The Courts is exempt from taxation pursuant to D.C. Code 47-2005(1).

G.3 BILLING/ PAYMENT CERTIFICATION

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

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

G.3.3 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

G.3.4 Notwithstanding any other payment terms in this contract, the Courts will make invoice payments under the terms and conditions in accordance with the Court's policies. The Courts shall make progress payments monthly as the work proceeds or at more frequent intervals as determined by the Contracting Officer, based on percentages of work accomplished

which meets the standards of quality established under the contract, as approved by the Contracting Officer.

- (1) The Contractor's request for progress payments shall include the following substantiation:
 - (i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.
 - (ii) A listing of the amount included for work performed by each subcontractor under the contract.
 - (iii) A listing of the total amount of each subcontract under the contract.
 - (iv) A listing of the amounts previously paid to each such subcontractor under the contract.
 - (v) Additional supporting data in the form and detail required by the Contracting Officer.
 - (vi) The release of Lien from General Contractor & 2nd tier releases from Sub-subs.

- (2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if --
 - (i) Consideration is specifically authorized by this contract; and
 - (ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

- (3) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: See **Attachment J.9 Payment to Subcontractors and Suppliers Certificate form and submit to the Contracting Officer.**

G.3.5 Each Application for Payment shall be based on the most recent **approved** cost loaded schedule submitted by the Contractor in accordance with the Contract Documents. The following requirements apply to the **approved** cost loaded schedule:

1. This schedule shall allocate the entire Contract Sum among the various portions of the Work;
2. The **approved** cost loaded schedule shall be prepared in such form and supported by such data to substantiate its accuracy as the Courts may be required to perform an earned value management analysis;
3. This schedule, unless objected to by the Courts, shall be used as a basis for reviewing the Contractor's Applications for Payment.
4. The contractor should thoroughly review their cost-loaded schedule prior to submission to the Courts to ensure the identified costs accurately reflect the true costs of each cost-loaded activity.

G.3.6 In the event DC Courts choose to delete specific portions of work, these identified and approved costs will be the firm costs deleted from the contract scope of work. The contractor will not be allowed to modify these costs later when determining potential contract cost credits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Name)

(Title)

(Date)

G.3.14 *Refund of unearned amounts.* If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the “unearned amount”), the Contractor shall—

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

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

- (1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Owner to require the fulfillment of all of the terms of the contract.

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

G.4 FINAL PAYMENT

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

1. The Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided Section C and all other applicable incorporated documents, and to satisfy other requirements, if any, which extend beyond final payment; and
2. A final Certificate for Payment has been issued by the Courts.
3. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner:
 - i. an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied,
 - ii. a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner,

G.5 PAYMENT TO SUBCONTRACTORS

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

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

G.5.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed

delivery of the item of property or service is made on or before the 15th day after the required payment date for any other services.

- G.5.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.5.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the Courts is a party. The Courts may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.5.5 Subcontract requirements

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

G.6 AUDITS

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

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

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

Contracting Officer
Dr. Cheryl R. Bailey
Courts of Columbia Courts
616 H Street, N.W., Suite 616
Washington, D.C. 20001

G.7.2 Contracting Officer's Technical Representative (COTR):

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

Judith Hill
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001

G.8 AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER

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

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

- G.9.1 The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
- a. Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
 - b. Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Owner.
 - c. Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.
 - d. Issue written interpretations of technical requirements of Owner drawings, designs, and specifications.
 - e. Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
 - f. Obtain necessary permits and appropriate identification if access to Owner facilities is required. If to be provided, ensure that Owner-furnished property is available when required.
- G.9.2 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- G.9.3 Coordinating site entry for Contractor personnel, if applicable;
- G.9.4 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.5 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the Courts payment provisions; and

- G.9.6 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.7 The address and email of the COTR is:

Judith Hill
 Capital Projects Manager
 Capital Projects and Facilities Management Division
 616 H Street, N.W., Suite 622
 Washington, D.C. 20001
 Judith.Hill@dccsystems.gov

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

1. To award, agree to or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of Courts property, except as specified in the contract.

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

G.10 Substantial Completion

- G.10.1 Substantial Completion is the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the DC Courts can fully, safely, and securely commence their work in the Project Area. The cabling, security, and furniture installations are complete. The DC Courts IT and Telecom vendors can deliver and install their respective equipment and furnishings to bring this project to a final point where it is ready for full Occupancy. For complete definition refer to **Attachment J.20 Section 9.8.**

G.11 Final Project Completion and Final Payment

- G.11.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and CM will promptly make such inspection and, when the Owner and CM finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner will promptly issue a final Certificate for Payment, stating that to the best of the CM's knowledge, information and belief, and on the

basis of the CM's onsite visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable.

- G.11.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
- G.11.3 If, after Substantial Completion of the Work, final project completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Owner so confirms, the Owner shall, upon application by the Contractor and certification by the Owner, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Owner prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- G.11.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:
1. Liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
 2. Failure of the Work to comply with the requirements of the Contract Documents;
- or
3. Terms of special warranties required by the Contract Documents.
- G.11.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.
- G.11.5 Refer to Division 1 Specification Section 017700 for additional information.

[END OF SECTION G]

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 OFFEROR REQUIREMENTS: The Courts will consider only those firms who are able to demonstrate compliance with the following minimum qualifications requirement(s):

H.1.1 **Experience:** Contractor shall have proven experience to have worked on secure facilities. Contractor should have at least 7 years of experience

H.1.2 **Firm Capacity:** Contractor should demonstrate to have managed projects with a minimum dollar value of 5,000,000.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. *DC20210002 Modification number 6 current Wage Determination issued by the Department of Labor as of the 06/08/2021 of the issuance of this RFP., dated 06/04/2021*, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with **clause 24 of the SCP**. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the COTR obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 OTHER CONTRACTORS AND CONSULTANTS

H.3.1 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.3.2 Contractors or consultants that helped or assisted in the preparation of the RFP documents cannot be part of the resultant proposal or help the winning contractor implement the contract as their consultant.

H.4 SECURITY REQUIREMENTS

The Courts create a unique environment for Contractors to perform work. There are levels of security that can hinder access to all areas of the buildings, such as, high-traffic areas, cell blocks, and secure areas for Judge and Jurors. Working in a building that includes many different levels of security can be challenging. **The Contractor is required to obtain clearances for their project team and their subcontractors, and obtain permission to work in secure areas. The processes to obtain clearances and permission may take up to ten (10) days, but contractors are still required to maintain their prescribed schedules. The requirement for Contractor personnel to obtain a security clearance is mandatory to work on the DC Courts' premise.** If the procedures to acquire the security clearance change, the Contracting Officer will notify the Contractor of any new requirements as soon as practicable. The Contractor shall satisfy security clearance requirements as designated by the Contracting Officer. Contractors should understand that some secure areas require work to be performed

during off hours or with the accompaniment of Court Security Offices (CSO's). These secure areas include the Clerk of the Court's office area, Judges' Chambers, and U.S. Marshals Space. A CSO and U.S. Marshal must be retained for security use by the Contractor when entering these areas.

H.5 CONTRACTOR MANAGEMENT RESPONSIBILITY

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

H.5.1 The Offerors shall provide, at a minimum, the following Key Personnel with the required qualifications desired under this contract:

1. Project Manager
2. Superintendent / Safety Manager
3. Quality Control Manager
4. Asst. Project Manager/ Asst. Superintendent

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

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

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

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

the personnel substitution must be provided to the Contracting Officer and the Contracting Officer Technical Representative for review and acceptance prior to replacement.

[END OF SECTION H]

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 DISCLOSURE OF INFORMATION

- I.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.
- I.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.
- I.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.
- I.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.

I.3 RIGHTS IN DATA

- I.3.1 "Data" as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost and pricing, or management information.
- I.3.2 The term "Technical Data" as used herein, means recorded information regardless of form or characteristic. It may, for example, document research, experimental, developmental work, or be used to define a design or process to produce, support, maintain, or update material or documentation. The data may be character, graphic or pictorial delineation in media such as drawings or photographs, text, or related design or performance type documentation. Examples of technical data include research data, documentation drafts, lists, specifications, profiles, standards, process sheets, manuals, and technical reports.
- I.3.3 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, CM and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in

Drawings, Specifications or other documents prepared by the Owner, CM or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the CM and Architect. Contractor will not knowingly include any work copyrighted by others in any material prepared under this Agreement unless it obtained either prior permission from the Owner or an irrevocable royalty free license for the Owner in such work.

- I.3.4 All data first produced in the performance of any contract resulting from this solicitation process shall be the sole property of the District of Columbia Courts. The Offeror hereby acknowledges that all data produced by the Offeror for the process, are works made for hire and are the sole property of the District of Columbia Courts; but, to the extent any such data may not, by operation of law, be works made for hire, the Contractor shall transfer and assign to the Courts the ownership of copyright in works, whether published or unpublished. Further, the Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights, including but not limited to the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights at common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in any manner or form, authorize others to do so, without written consent of the District of Columbia Courts until the Courts may release such data to the public domain. The Courts shall not unreasonably withhold consent to the Offeror's request to publish or reproduce data in professional or public relations trade publications.

I.4 CONFIDENTIALITY OF INFORMATION

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

I.5 DISPUTES

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

I.6 EXAMINATION OF BOOKS AND RECORDS

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

I.7 RECORD KEEPING

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

I.8 PPROTEST

I81 Any aggrieved person may protest this solicitation, award or proposed contract award in accordance with Chapter 8 of the Procurement Guidelines of the District of Columbia Courts (Attachment J15). 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

I82 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 Cancellation Ceiling

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

I.9 Debriefing

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

I.10 Insurance

I10.1 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.10.2 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.10.3 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.10.4 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.11. Duration

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

I.12.0 Liability

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

I.12.1 Measure of Payment

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

I.12.2 Notification

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

I.12.3 Certificates of Insurance

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

Kenneth Evans
 Senior Contract Specialist 616 H Street, N.W., Suite 612
 Washington, DC 20001
 Phone: 202-879-8778
kenneth.evans@dccsystem.gov

I.12.4 Disclosure of Information

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

I.13 FEDERAL, STATE, AND LOCAL CODES AND STANDARDS

The offeror is responsible for making sure all personnel and subcontractor personnel are knowledge of all federal, state, and local regulation pertaining to their work and shall provide work in accordance with those regulations.

I.14 SUSPENSION OF WORK

- I.14.1 The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Courts.
- I.14.2 If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.
- I.14.3 A claim under this clause shall not be allowed:
- (1) For any costs incurred more than 30 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.

I.15 Owners Rights To Stop Work

I.15.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Attachment K.20, Section 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Attachment K.20, Section 6.1.3.

I.15.2 If the Contractor fails to abide by any or all of the provisions of the Contract, the Contracting Officer reserves the right to stop all work or any portion thereof affected by the Contractor's failure to comply with the Contract requirements. This stoppage will remain in effect until the Contractor has taken action to meet the contract requirements. If the Contractor fails or refuses to meet all the provisions of the contract or any separable part thereof after written notification and work stoppage, the Owner may terminate the right of the Contractor to proceed.

I.16 Owners Rights to Carry out Work

I.16.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

I.17 COURT DELAYS OF WORK

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

delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

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

(1) For any costs incurred more than 30 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.

I.18 SAFETY PRECAUTIONS AND PROGRAMS

- I.18.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- I.18.1.2 The Contractor shall submit a site-specific safety plan to the COTR within 15 calendar days of Notice to Proceed and prior to the start of any construction activities.
- I.18.1.3 The Contractor shall perform all site, plant and construction work in accordance with the Safety Standards of the District of Columbia and the Occupational Safety and Health Act of 1970. The Contractor or his representative shall be thoroughly familiar with these standards and have copies of the same available at the project site always.
- I.18.1.4 Operators of explosive-actuated tools shall have a training certificate, as required by the Safety Code in their possession.
- I.18.1.5 The Contractor shall be responsible for providing and installing adequate temporary shoring and/or bracing for all walls, slabs and like constructions if needed to perform the task.
- I.18.1.6 The Courts, its officers, agents, servants and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection.
- I.18.1.7 Prior to execution of shoring and/or bracing the Contractor shall submit details and calculations for shoring and/or bracing designs for the Owner's review.
- I.18.1.8 Special precautions shall be exercised to prevent use of, or access to, Contractor's materials, equipment or tools by occupants or entry by occupants into Contractor's work areas.
- I.18.2 **SAFETY OF PERSONS AND PROPERTY**
- I.18.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
- (1) Employees on the Work and other persons who may be affected thereby;
 - (2) The Work, materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

(3) Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

- I.18.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- I.18.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- I.18.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- I.18.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Owner, Construction Manager, or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations.
- I.18.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and CM.
- I.18.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
- I.18.3 HAZARDOUS MATERIALS
- I.18.3.1 The Contractor shall not use asbestos-containing construction materials, fill or other building components that contain or have absorbed hazardous materials, as that term is defined in 42 U.S.C.A. § 9601(14). In addition, if hazardous materials are encountered at the site of the Work or in the performance of the Work, Contractor shall stop work in the area of hazardous materials and immediately notify the Owner. Contractor shall bar all persons from entering the affected area and take all necessary steps to minimize the risks to employees and others from such hazardous materials. Contractor and Owner shall meet to identify the entirety of the affected area and review containment and remedial action. It is understood that Owner may employ Contractor or separate contractor(s) to remove, remediate or render harmless hazardous materials encountered at the site or in the performance of the Work.
- I.18.3.2 In the event Owner and Contractor agree that Contractor shall perform the removal, remediation or render harmless the hazardous materials, then such work shall be performed

at such additional price and performance time as determined pursuant to this Agreement. Contractor shall secure all licenses and permits required for the performance of such work.

I.18.3.3 Contractor agrees to indemnify, hold harmless and defend Owner from claims, damages, losses, costs, expenses, and liabilities arising out of or resulting from the presence, uncovering or release of suspected or confirmed hazardous materials to the extent caused by the negligence of, or failure to comply with, the terms and conditions of the contract documents by the Contractor or anyone for whom the Contractor is responsible.

I.18.4 EMERGENCIES

I.18.4.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in **Attachment K.20 Section 4.3 and Article 7**

I.19 USE OF PREMISES

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

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

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

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

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

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

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

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

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

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

(2) Noises or disturbances.

I.20 ACCESS TO BUILDING

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

I.21 CONSENT TO SUBCONTRACT

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

I.22 SUBCONTRACTS

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

I.23 LIQUIDATED DAMAGES:

- I.23.1 The Contractor, its agent and subcontractors shall be liable for liquidated damages for each day of delay in achieving Substantial Completion as detailed in Article 9.11 of the General Terms and Conditions for Construction (Attachment J.20).

I.24. PERFORMANCE BOND, PAYMENT BOND AND WARRANTY REQUIREMENTS

- I.24.1 The Offeror shall furnish bonds covering the faithful performance of the Contract (performance bond) equivalent to 100% of the contract value. A payment bond equivalent to 100% of all obligations arising there under. A warranty bond equivalent to 20%. Bonds may be secured through the Offeror's usual sources. The Contractor shall be required to provide the warranty bond at least three (3) calendar days before the Final Statement of Payment is issued. This warranty must be in effect for one (1) year, from the date of the final payment to the Contractor.
- I.24.2 If the furnishing of such bonds is stipulated in the Bid Documents, the cost shall be included in the Offer. If the furnishing of such bonds is required after receipt of Offers and before execution of the Contract, the cost of such bonds shall be added to the Offer in determining the Contract Sum.
- I.24.3 If the Courts require that bonds be secured from other than the Offeror's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

I.25 TIME OF DELIVERY AND FORM OF BONDS

- I.25.1 The Offeror shall deliver the required performance and payment bonds to the Courts not later than 5 days following the date of execution of the Contract. If the Work is to be commenced prior to the date stated in the letter of intent, the Offeror shall, prior to the commencement of the Work, submit evidence satisfactory to the Courts that such bonds will be furnished and delivered.
- I.25.2 Unless otherwise provided, the bonds shall be written on the attached Bond Forms. Both bonds shall be written in the amount of the Contract Sum.
- I.25.3 The bonds shall be dated on or after the date of the Contract Award.
- I.25.4 The Offeror shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

I.26 WARRANTY

- I.26.1 Offerors are encouraged to submit information on any standard commercial warranties provided for offered products. The DC Court will consider these warranties in determining the most advantageous offer, to the extent provided in the evaluation factors.
- I.26.2 **Incorporation of Warranty.** Notwithstanding the contractor's standard commercial warranty, if offered and accepted by the DC Court, any dispute thereunder will be resolved under the Disputes clause of this contract, notwithstanding any disputes procedure that may be specified in the warranty.
- I.26.3 **Contractor Warranty (Products).**

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

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

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

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

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

I.26.4 **Warranty of Services**

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

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

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

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

I.27 WARRANTY

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

I.28 Incorporation of Warranty. Notwithstanding the contractor's standard commercial warranty, if offered and accepted by the DC Court, any dispute thereunder will be resolved under the Disputes clause of this contract, notwithstanding any disputes procedure that may be specified in the warranty.

I.28 Contractor Warranty (Products)

I.28.1 The contractor warrants that all products furnished under this contract, including packaging and markings, will be free from defects in material or workmanship and will conform with the specifications and all other requirements of this contract.

I.28.2 The contracting officer will give written notice to the contractor of any breach of warranty and either:

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

I.28.3 When return for correction or replacement is required, the contractor is responsible for all costs of transportation and for risk of loss in transit. If the contractor fails or refuses to correct or replace the defective or nonconforming products, the contracting officer may correct or replace them with similar products and charge the contractor for any cost to the DC Court. In addition, the contracting officer may dispose of the nonconforming products, with reimbursement from the contractor or from the proceeds for excess costs. Any products corrected or furnished in replacement are subject to this clause.

I.28.4 The rights and remedies of the DC Court provided in this clause are in addition to, and do not limit, any rights afforded to the DC Court by any other clause of the contract.

I.28.5 Warranty of Services

I. 28.5.1 Definition. "Acceptance," as used in this clause, means the act of an authorized representative of the DC Court by which the DC Court assumes for itself, or as an agent of another, approves specific services, as partial or complete performance of the contract.

I. 28.5.2 Notwithstanding inspection and acceptance by the DC Court or any provision concerning the conclusiveness thereof, the contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The contracting officer will give written notice of any defect or nonconformance to the contractor [contracting officer will insert the specific period of time in which notice will be given to the contractor; e.g., "within 30 days from the date of acceptance by the DC Court"; within 1000 hours of use by the DC Court;" or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time]. This notice will state either:

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

I. 28.5.3 If the contractor is required to correct or re-perform, it shall be at no cost to the DC Court, and any services corrected or re-performed by the contractor shall be subject to this clause to the same extent as work initially performed. If the contractor fails or refuses to correct or re-perform, the contracting officer may, by contract or otherwise, correct or replace with similar services and charge to the contractor the cost occasioned to the DC Court thereby, or make an equitable adjustment in the contract price.

I.28.5.4 If the DC Court does not require correction or re-performance, the Contracting Officer will make an equitable adjustment in the contract price.

I.29 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.

END OF SECTION I

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	General Provisions Applicable to District of Columbia Courts Contract
J.2	Anti-Collusion Statement
J.3	Ethics in Public Contracting
J.4	Non-Discrimination
J.5	Certification of Eligibility
J.6	Tax Certification Affidavit
J.7	Certification Regarding a Drug-Free Workplace
J.8	Release of Claims
J.9	Payment to Subcontractors and Suppliers Certificate
J.10	District of Columbia Courts Sexual Harassment Policy
J.11	Bid/Offer Form (NOT APPLICABLE)
J.12	Bid/Offer Bond Form (NOT APPLICABLE)
J.13	Payment Bond Form
J.14	Performance Bond Form
J.15	Tax Regulations
J.16	DC Courts Tax Exemption Certificate
J.17	Application for Payment
J.18	Davis Bacon Act and Davis Bacon Wage Rates
J.19	Contract Work Hours and Safety Standards Act
J.20	General Terms and Conditions for Construction
J.21	DC Courts Past Performance Questionnaire
J.22	Construction Documents – Fourth Floor East Magistrate Judges Office Renovation Phase A & B
J.23	Construction Documents – Fourth Floor East Magistrate Judges Office Renovation Phase C & D
J.24	Project Manual
J.25	Cable & Management Procedures Manual
J.26	AV Standards
J.27	Freight Elevator & Projects Diagram

Attachment Number	Document
J.28	PPE Memo
K	Offer Breakdown Sheets

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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

K.2 WALSH-HEALY ACT

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

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

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

K.3 BUY AMERICAN CERTIFICATION

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

EXCLUDED END PRODUCTS	COUNTRY OR ORIGIN

K.4 OFFICERS NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

- _____ (a) No person listed in Clause 21 of the District of Columbia Courts General Contract Provisions will benefit from this contract.

- _____ (b) The following person(s) listed in Clause 21 of the District of Columbia Courts General Contract Provisions may benefit from this contract. For each person listed,

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

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature on the offer is a certification by the signatory that:
- (1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;
 - (2) The prices in this bid have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other bidder or competitor before offer opening unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
- (b) Each signature on the bid is a certification by the signatory that the signatory;
- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or
 - (2)
 - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above:

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

K.6 TYPE OF BUSINESS ORGANIZATION

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

K.7 PAYMENT IDENTIFICATION NO.

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

Please list below applicable vendor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Dunn and Bradstreet Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

Fax Number: _____

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

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

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

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

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

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

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

K.9 Penalties for Misrepresentations

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

K.10 Standards of Responsibility

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

K.10.1 Performance of the contract. (See Section L.10.2.2 Volume 1 Technical Information Tab B Corporate Information & Past Performance)

K.10.2 Furnish evidence of the ability to comply with the required and/or proposed delivery or performance schedule, taking into consideration all existing commercial and Owner business commitments. (See Section L.10.2.2 Volume 1 Management Plan, Organizing Chart, Quality Management, & Corporate Capabilities Tab C)

K.11 OFFERING DOCUMENTS/COPIES

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

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

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

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

K.12 INTERPRETATIONS OR CORRECTIONS OF OFFERING DOCUMENTS

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

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

Kenneth L. Evans Jr, Senior Contract Specialist
District of Columbia Courts
Capital Projects and Facilities Management Division
616 H St., NW, Suite 622
Washington, DC 20001
E-mail address: kenneth.evans@dccsystem.gov

K.12.3 Any prospective Offeror desiring an explanation or Interpretation of this Solicitation must request it in writing by **June 22, 2021, @ 3:00 PM.** Requests should be directed to the Senior Contract Specialist via the email address listed above. Any substantive information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors. **Oral explanations and/or instructions given before the award of the contract will not be binding.**

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

K.13 SUBSTITUTIONS

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

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

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

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

K.14 AMENDMENTS

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

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

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

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

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SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The Court intends to award single contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Court, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 SELECTION OF NEGOTIATION PROCESS

In accordance with evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the Contracting Officer may elect to proceed with any method of negotiations, discussions or award of the contract without negotiations, which is set forth in subsections. If the CO elects to proceed with negotiations, the CO may limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

L.2 Proposal Submission and Identification

L.2.1 The District of Columbia Courts will not accept an email or facsimile copy of a proposal as an original. Unless specifically authorized in the solicitation, the District of Columbia Courts shall not accept telegraphic offers.

L.2.2 Proposals shall be submitted in a sealed proposal package. The Offeror shall conspicuously mark on the outside of the proposal package the name and address of the Offeror and the following:

Solicitation Number: DCSC-20-RFP-085

Caption: "H. Carl Moultrie Courthouse Fourth Floor East Magistrate Judges Suite Renovation"

*Proposal Due Date & Time: **DATE: July 9, 2021 NO LATER THAN 3:00 P.M.***

L.2.3 Confidentiality of Submitted Information:

L.2.4 Offerors who include in their proposals data that they do not want disclosed to the public or used by the District of Columbia Courts except for use in the procurement process shall mark the title page of the proposal document with the following legend:

L.2.5 "This proposal includes data that shall not be disclosed outside the District of Columbia Courts and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process."

L.2.6 The specific information within the proposal which the offeror is making subject to this restriction announced on the title page must be noted on the individual pages which contain it. The offeror shall mark each page containing confidential information or data it wishes to restrict with the following text:

- L.2.7 "Use or disclosure of data contained on this page is subject to the restriction on the title page of this proposal".
- L.2.8 Note that the District of Columbia Courts shall have the right to duplicate, use, or disclose the data to the extent consistent with the Court's internal needs in the procurement process. The Courts may, without permission of the offeror, use, without restriction, information contained in this proposal package if it is obtained from another source.
- L.2.9 **Offerors may submit Proposals either by hand delivery/courier services.**
- L.2.10 **Offerors submitting their proposals by hand delivery/courier services must hand deliver their proposals to the following address:**

District of Columbia Courts
 Administrative Services Division
 Procurement and Contracts Branch
 Attn: Kenneth L. Evans, Senior Contract Specialist
 701 7th Street, N.W., Suite 615
 Washington, D.C. 20001

- L.2.11 **Each Offeror shall submit one (1) completed copy with original signatures and one (1) completed copy of the RFP on USB. four (4) separately bound copies of the Technical Proposal, and four (4) separately bound copies of the Price Proposal. Each proposal shall be properly indexed and include all information requested in the RFP.**

L.3 Late Proposals

The Court will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

L.4 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the Court, shall be considered at any time it is received and may be accepted.

L.5 Proposal Information and Format:

- L.5.1 At a minimum, each proposal submitted in response to this RFP shall include sections, as set forth below, which address the approach for the work described in Section "C" - Description/Specifications/Statement of Work. The proposal shall include the requisite legal representations, resources which will directly be employed in the project, client references, and a description of similar services provided by the offeror and its key personnel. Failure to address adequately any of these areas may result in the proposal being eliminated from consideration for award.
- L.5.2 Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of offeror's capabilities to satisfy the requirements of this RFP. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered. The proposal shall be prepared in two volumes. These shall be submitted in loose-leaf, three-ring notebooks for each copy of Volume I – Technical Proposal, and for each copy of

Volume II - Price Proposal. See also, clause L.3 – Price Proposal. Each bidder shall also include one (1) electronic copy (USB) that should include a copy of both the technical volume and a copy the pricing volume together.

An offeror may modify or withdraw its proposal at any time before the closing date and time for receipt of proposals.

L.6 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question electronically via email **Kenneth.Evans@dccsystem.gov**. The prospective offeror should submit questions no later than **June 22, 2021 @ 3:00 PM**. The Court will furnish responses via an amendment process. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by Court officials before the award of the contract will not be binding.

L.7 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at **11:30 p.m. on Wednesday, June 16, 2021 via conference call**. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the Court’s discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Court’s final position. All oral questions must be submitted in writing following the close of the pre-proposal conference **but no later than five working days** after the pre-proposal conference in order to generate an official answer. The Court will furnish responses via an amendment to the solicitation. Amendments will be issued if the CO decides that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by Court officials before the award of the contract will not be binding.

L.8 Volume I - Technical Proposal shall comprise the following tabs and information:

Tab A	General Information, Certifications, Affidavits, & Other Submissions
Tab B <u>25 Points</u>	Corporate Information and Past Performance

Tab C <u>25 Points</u>	General Information, Certifications, Affidavits, & Other Submissions
Tab D <u>20 Points</u>	Past Performance
Tab E <u>20 Points</u>	Team Organization and Key Personnel
Tab F <u>20 Points</u>	Schedule
Tab G <u>0 Points</u>	Solicitation Understanding
Tab H <u>0 Points</u>	Scope Clarifications and Exclusions

L.9 Volume II – Price Proposal shall comprise the following tab:

Tab A <u>10 Points</u>	PRICE Price Information -detailed price breakdown of all pricing sheets a. Section K, b. Attachment K1,
----------------------------------	---

L.10 Each Offeror must provide the following information in this section:

L.10.1 **General Information: TAB A: (Points 00)**

L.10.2 **Corporate Information & Past Performance TAB B: (Points 25)**

L.10.2.1 Provide at least two (2) references from previous clients within the last five (5) years. **If a DC Courts reference is used, the offeror shall provided two (2) addition non-DC Courts references.** References shall respond to all pages of the DC Courts Past Performance Questionnaire; see Attachment J.21.

L.10.2.2 Past Performance Scoring:

Description of Work Performed as Prime Contractor	5
Contract Value	2

	Contract Completion Date vs Actual Completion Date	2
	Original Contract Price vs Final Contract Price	2
	Project Relevance	4
	Client Response	10
<hr/>		
	Total	25
L.10.3	Team Organization and Key Personnel <u>TAB C: (Points 25)</u>	
L.10.3.1	Provide a detailed organizational chart for this contract to include the roles and responsibilities of each member of the project team including, but not limited to, those listed in section H.5. Indicate whether key personnel are to be full-time or part-time.	
L.10.3.2	Proposed Project Staff: Provide information pertaining to proposed Project Managers, Project Engineers, Superintendents, each member listed in the staff organizational chart and other staff members who will have regular interaction with the Courts management and field personnel on this renovation. Provide confirmation of team members whom has worked together in similar roles on similar projects. Provide at a minimum, resumes, references, number of years with company, certifications, education, relevant experience (highlight similar projects completed by individual team members), participation of proposed team members on example projects, and history with company (if any), etc. If information is missing for team members, point will be deducted.	
L.10.3.3	Proposed Subcontractors: Provide information pertaining to proposed Mechanical, Electrical, Plumbing, IT, AV, subcontractors planned to be used. Confirm if proposed team has worked in similar roles on similar projects. Indicate if the Contractor has contracted with each subcontractor previously.	
L.10.3.3	Staff Experience Scoring:	
	Organizational Chart	4
	<u>Proposed Project Staff</u>	
	-resumes, references, number of years with company, certifications, education,	8
	-relevant experience	8
	-participation of proposed team members on example projects, and history with company	2
	Proposed Subcontractors	3
<hr/>		
	Total	25
L.10.4	Schedule <u>TAB D: (Points 20)</u>	
L.10.4.1	Provide a legible Critical Path Method (CPM) schedule showing a well-developed critical path (with logic indicated) for the completion of the projects. The project schedule(s) must include all activities to perform the work specifically those shown in section L.10.4.4 below. Construction activities shall not exceed 20 work days. The schedule must indicate the date of all phase milestones listed in section B.6 above, including, but not limited to Contract Substantial Completion, and Contract Final Completion.	

L.10.4.2 Provide a phasing plan and written narrative of the schedule with the Contractor’s response to the solicitation. Phasing plan shall include a diagram of the each phasing on a highlighted floorplan. Schedule narrative shall include a description of the sequence of work including, but not limited to,: abatement, demolition, third-party DCRA inspections, and Court’s furniture and security vendors. Final phasing plan will be a deliverable for approval after NTP.

L.10.4.3 Provide an example of a past schedule of a project of similar scope and contract value.

L.10.4.4 Schedule Scoring:

Phasing Plan & Written Narrative	5
Past Schedule Example	5
Contract Milestones	1
Anticipated NTP	1
Realistic Durations & Completion Date	2
<u>Level of Detail</u>	
Submittals & Procurement Activities	1
Phasing	1
Abatement	1
Construction Activities (less than 20 working days)	1
Logic (predecessors, successors, use of lag and constraints)	1
Format, Organization, Other (e.g. P6, Projects, WBS, aesthetics)	1
<hr/>	
Total	20

L.10.5 **Soicitation Understanding TAB E: (Points 20)**

L.10.5.1 Restate the renovation effort in your own words to include at a minimum, the scope of work, interaction with other contractors, staging and security considerations.

L.10.5.2 Identify at least two (2) potential risks or issues regarding the success of executing the project while adjacent spaces are completely occupied.

L.10.5.3 Provide an explanation of the issues and a plan to mitigate the resulting risk from each. In addition, provide an explanation of your company’s plan to deal with: coordination with other contractors, public and political interaction, security, ongoing Courts operations, occasional contractor work hour adjustments, etc.

L.10.6 **Scope Clarifications and Exclusions TAB F: (Points 0)**

L.10.6.1 Provide a list of any Offer or scope clarifications and qualifications that are a part of your offer. (A duplicate copy will be required in Volume 2 – Tab B.)

- L.10.7 **Disclosure TAB G: (Points 0)**
- L.10.7.1 Disclosure details of any legal action or litigation past or pending against the Offeror;
- L.10.7.2 A statement that the Offeror knows of no conflict between its interests and those of the DCC; 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 DCC;
- L.10.7.3 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.11 **Volume II Price Proposal**
- L.11.1 **TAB A:** Completed and Signed copy of Section K of this RFP.
- L.11.2 **TAB B:** “Price proposal” must be submitted using the format provided Attachment K.1 of this RFP.
- L.11.3 The price furnished by the offeror shall be itemized for the services set forth in Section C. The offeror's price proposal shall become a part of the awarded contract. The offeror’s price proposal shall include all costs for the required services. This pricing information will also be used for reasonability evaluation purposes.
- L.12 **Changes to the RFP:**
- L.12.1 The terms and conditions of this RFP may only be modified by written addenda issued by the Contracting Officer, any oral representations to the contrary notwithstanding.
- L.13 **Cancellation of Award**
- L.13.1 The District of Columbia Courts reserve the right, without liability to the Court, to cancel the award of any contract at any time prior to the approval of a formal written contract signed by the Executive Officer and Administrative Officer of the District of Columbia Courts.
- L.14 **Official Offer**
- L.14.1 Offers signed by an agent shall be accompanied by evidence of that agent’s authority unless that evidence has been previously furnished to the Contracting Officer.
- L.15 **Certifications, Affidavits and Other Submissions**
- L.15.1 Offerors shall complete and return with their proposal the Representations and Certifications (Attachment J.2 - Anti-Collusion Statement, J.3 - Ethics in Public Contracting, Attachment J.4 - Non-Discrimination, J.5 - Certification of Eligibility, J.6 - Tax Certification Affidavit, J.7 - Certification of a Drug-Free Workplace).

L.16 Retention of Proposals

L.16.1 All proposal documents shall be the property of the District of Columbia Courts and retained by the Courts, and therefore will not be returned to the offerors. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section L.1.3.

L.17 Public Disclosure under FOIA:

L.17.1 Trade secrets or proprietary information submitted by an offeror in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Court. However, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the offeror's entire proposal is proprietary will have no effect whatsoever.

L.18 Examination of Solicitation:

L.18.1 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.19 Acknowledgment of Amendments:

L.19.1 Offerors shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) identifying the amendment number and date in the proposal; or (c) letter. The District of Columbia Courts must receive the acknowledgment by the date and time specified for receipt of offers. Offeror's failure to acknowledge an amendment may result in rejection of the offer.

L.20 Right to Reject Proposals:

L.20.1 The Courts reserves the right to reject, in whole or in part, any and all proposals received as the result of this RFP.

L.21 Proposal Preparation Costs

L.21.1 Each offeror shall bear all costs it incurs in providing responses to this RFP 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.22 Prime Contractor's Responsibilities

L.22.1 Each offeror may propose services that are provided by others, but any service(s) proposed must meet all the requirements of this RFP.

L.22.2 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.23 Contract Type:

L.23.1 This is a firm-fixed price(FFP) contract.

L.24 Failure to Respond to Solicitation:

L.24.1 In the event that a prospective offeror does not submit an offer in response to the solicitation, the prospective offeror should advise the Contracting Officer by letter or postcard whether the prospective offeror wants any future solicitations for similar requirements. If the prospective offeror does not submit an offer for three successive offer openings and does not notify the Contracting Officer that future solicitations are desired, the prospective offeror's name may be removed from applicable mailing list.

L.25 Signing Offers and Certifications:

L.25.1 Each offeror must provide a full business address and telephone number of the offeror and **BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS**. All correspondence concerning the offer or resulting contract will be mailed to the address shown above on the offer in the absence of written instructions from the offeror or contractor to the contrary. Any offer submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any offer submitted by a corporation, followed by the signature and title of the person having authority to sign for the corporation. Upon request, an offeror shall provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs an offer, the offeror shall submit to the Contracting Officer, the agent's authority to bind the offeror. Offeror shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the offer being rejected.

L.26 Errors in Offers:

L.26.1 Offerors shall fully inform themselves as to all information and requirements contained in the solicitation. Failure to do so will be at the offeror's risk. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.

L.27 Authorized Negotiators

L.27.1 The offeror shall include in its proposal a statement indicating those persons authorized to negotiate on the offeror's behalf with the District of Columbia Courts in connection with this Request for Proposals: (list names, titles, and telephone numbers of the authorized negotiators). Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the offeror's risk.

L.28 Acceptance Period

- L.28.1 The Offeror agrees to keep its offer open for ninety (90) days from the date specified in this solicitation for the submission of proposals.

- L.28.2 If discussions are held with Offerors, all Offerors within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written Final Proposal Revisions (FPR) at the designated date and time. Offerors agree to keep their FPRs open for ninety (90) days from the date specified for the submission of FPRs.

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale Example for five (5) points is as follows:

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

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror's score for each factor. The offeror's total technical score will be determined by adding the offeror's score in each evaluation factor.

M.2.3. If sub factors are applied, the offeror's total technical score will be determined by adding the offeror's score for each sub factor.

M.3 EVALUATION CRITERIA

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

M.3.1 TECHNICAL CRITERIA (90 Points Maximum)

M.3.2 PRICE

M.3 Price Proposal Evaluation

M.3.1 The Courts will evaluate each Offeror’s price proposal for realism, reasonableness, and completeness. This evaluation will reflect the Offeror’s understanding of the solicitation requirements and the validity of the Offeror’s approach to performing the work.

M.3.2 Realism: The Courts will evaluate the realism of the proposed price by assessing the compatibility of proposed price with proposal scope and effect. In the evaluation the Courts will consider the following:

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

M.3.3 Reasonableness: In evaluating reasonableness, the Courts will determine if the Offeror’s proposed prices, in nature and amount, do not exceed those which would be incurred by a prudent contractor in the conduct of competitive business.

- a. Is the proposed prices (for Section B – Supplies or Services and Price/Cost) comparable to the independent Courts cost estimate?
- b. Is the proposed labor/skill mix comparable to the projected Courts skill? mix and/or sufficient to meet the Section C requirements based upon the Offeror’s technical and management approach?

M.3.4 Completeness: In evaluating completeness, the Courts will determine if the Offeror’s provides pricing data of sufficient detail to fully support the offer and permit the price evaluation will be objective.

M.3.5 PRICE CRITERION (10 Points Maximum)

M.3.5.1 The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

M.3.5.2 Lowest price proposal
 ----- x weight = Evaluated price score
 Price of proposal being evaluated